



agriculture, land reform & rural development

Department:
Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

TENDER DOCUMENT

CONTRACT NO.: DALRRD-RD-FS 001 (2023/2024)

A Tender for Category 4CE or higher CIDB Registered Contractors

**THE APPOINTMENT OF THE CONTRACTOR TO UNDERTAKE THE REHABILITATION OF
THE BALMACARA DAM IN WEPENER UNDER MANGAUNG METRO MUNICIPALITY IN
THE FREE STATE PROVINCE**

Description of services, works or goods	Stipulated minimum threshold	Description of services, works or goods	Stipulated minimum threshold
Stormwater :		Construction Materials:	
• Stormwater Pipes	100%	• Concrete pipes	100%
		• Concrete Headwalls	100%

Name of Tenderer: _____

Name of duly authorised person: _____

Address : _____

Tel. Number : _____

Cell number : _____

Fax number : _____

E-mail : _____

Receipt number : _____

TENDER AMOUNT : _____

ISSUED BY:

Director: Finance and Supply Chain Management
Department of Agriculture Land Reform and Rural Development
Private Bag X 4376
Bloemfontein
9300

Tel: (051) 400 4200

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



agriculture, land reform & rural development

Department:
Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

Contract No.: DALRRD-RD-FS 001 (2023/2024)

THE TENDER

FOR THE

THE APPOINTMENT OF THE CONTRACTOR TO UNDERTAKE THE REHABILITATION OF THE BALMACARA DAM IN WEPENER UNDER MANGAUNG METRO MUNICIPALITY IN THE FREE STATE PROVINCE

ADVERT DATE: 26th MAY 2023

CLOSING DATE: 23 JUNE 2023

CLOSING TIME: 11:00 am

ISSUED BY:

Director: Finance and Supply Chain Management
Department of Agriculture Land Reform and Rural Development
Private Bag X 4376
Bloemfontein
9300

Tel: (051) 400 4200

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CHECKLIST WHEN SUBMITTING BID PROPOSAL/DOCUMENT

Contract No.: DALRRD-RD-FS 001 (2023/2024)

THE APPOINTMENT OF THE CONTRACTOR TO UNDERTAKE THE REHABILITATION OF THE BALMACAR A DAM IN WEPENER UNDER MANGAUNG METRO MUNICIPALITY IN THE FREE STATE PROVINCE

A TENDER FOR CATEGORY 4CE OR HIGHER REGISTERED CONTRACTORS

ENSURE THAT PRIOR TO SUBMITTING THE TENDER TO THE DEPARTMENT THE FOLLOWING INFORMATION IS COMPLETED AND ATTACHED

Please indicate YES or NO ✓ Place a Tick in the appropriate column	YES	NO
Indicate / Attach CRS printout from CIDB (in case of JV, ENSURE THAT THE LEAD PARTNER'S AS WELL AS JV PARTNERS CRS NUMBERS ARE INDICATED ON THE FORM (printouts may be submitted as well)		
Signed Letter of authority on Company Letterhead is attached		
CSD Supplier Number OR summary report and Tax compliance PIN numbers in case of Bidder only / Consortia / JV: Did bidder submit CSD Supplier Number and Valid Tax compliance PIN numbers of the Bidder / Consortia / JV Partners? OR A valid Tax Clearance Certificate : In the case of Bidder/ Consortia/JV: Did bidder submit a valid tax clearance certificate		
CSD Supplier Number and Valid Tax compliance PIN numbers if Bidder is Sub-Contracting: Did bidder submit CSD Supplier Number and Tax compliance PIN numbers for the subcontracting companies? OR A valid Tax Clearance Certificate: If Bidder is Sub-Contracting Did bidder submit a valid tax clearance certificate for the subcontracting companies		
Attendance of a compulsory meeting		
Did you Tamper with the document		
Used correction fluid		
Are mistakes made on the prices/form of offer inclusive of vat crossed out in ink and altered on each and every price		
Is the form of offer fully completed and signed by the authorized signatory		
Local content (SBD 6.2) form is completed and all annexures are completed (if applicable)		
Are all addenda issued completed and returned (if applicable)		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DOCUMENT LAYOUT

SECTION	HEADING	COLOUR
PART 1: THE TENDER		
PART T1	TENDERING PROCEDURES SECTION T1.1: TENDER NOTICE AND INVITATION TO TENDER SECTION T1.2: TENDER DATA	WHITE PINK
PART T2	RETURNABLE DOCUMENTS SECTION T2.1: LIST OF RETURNABLE DOCUMENTS SECTION T2.2: RETURNABLE SCHEDULES	YELLOW YELLOW
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PART C3:	SCOPE OF WORKS SECTION C3.1: DESCRIPTION OF WORKS SECTION C3.2: ENGINEERING SECTION C3.3: PROCUREMENT SECTION C3.4: CONSTRUCTION SPECIFICATION	BLUE BLUE BLUE BLUE
PART C4:	SITE INFORMATION SECTION C4.1: SITE LOCALITY PLAN SECTION C4.2: PROJECT LOCALITY PLAN SECTION C4.3: ACCESS TO SITE	WHITE WHITE
PART C5:	ANNEXURES SECTION C5.1: PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION SECTION C5.2: ENVIRONMENTAL MANAGEMENT PLAN SECTION C5.3: PHOTOS	WHITE WHITE WHITE

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

THE TENDER

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PART T1: TENDERING PROCEDURES

For a proposed
contract between

**Department of Agriculture, Land Reform and
Rural Development
(the Employer)**

and

(the Contractor)

For **THE APPOINTMENT OF THE CONTRACTOR TO UNDERTAKE
THE REHABILITATION OF THE BALMACARA DAM IN WEPENER
UNDER MANGAUNG METRO MUNICIPALITY IN THE FREE
STATE PROVINCE**

Documentation prepared by:

**DEPARTMENT OF AGRICULTURE, LAND REFORM
AND RURAL DEVELOPMENT**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Part T1.1: TENDER NOTICE AND INVITATION TO TENDER

FOR:

THE APPOINTMENT OF THE CONTRACTOR TO UNDERTAKE THE REHABILITATION OF THE BALMACAR A DAM IN WEPENER UNDER MANGAUNG METRO MUNICIPALITY IN THE FREE STATE PROVINCE

CONTRACT NO.: DALRRD-RD-FS 001 (2023/2024)

INVITATION AND SCOPE OF WORK:

THE APPOINTMENT OF THE CONTRACTOR TO UNDERTAKE THE REHABILITATION OF THE BALMACAR A DAM IN WEPENER UNDER MANGAUNG METRO MUNICIPALITY IN THE FREE STATE PROVINCE

CONDITIONS:

Bidders shall be registered with the Construction Industry Development Board (CIDB) and should have a minimum CIDB Contractor grading of **4CE** or higher.

Preferential Procurement Policy Framework Act (PPPFA), Act no. 5 of 2000 and its associated Regulations of 2017. The **80/20** Preference Point system will be applied where a maximum of Eighty (80) tender adjudication points will be awarded for price and Twenty (20) points will be awarded for preference.

The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>	<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Stormwater :		Construction Materials:	
• Stormwater Pipes	100%	• Concrete pipes	100%
		• Concrete Headwalls	100%

Bid documents shall be made available on the **31 May 2023** from one of the offices listed below during the following hours: Monday to Friday 08h30 to 12h45 and 13h30 to 16h00. No documents will be available or issued at the Briefing Session and should, therefore, be collected timeously beforehand.

Department of Rural Development and Land Reform:

Mr. T. Makitle/Mr T. Khateane
136 Charlotte Maxeke Street
SA Eagle Building
Bloemfontein
9300

Tel: (051) 400 4200

A non-refundable bid fee of **R 200, 00** (Two hundred rands) per set of documents, is payable by cash only.

A Compulsory Tender Briefing/ Site Inspection meeting will be conducted on site at Balmacara dam at Balmacara Farm in Wepener. All tenderers are to meet at the Caltex garage in town and proceed to site on the 09th June 2023 at 11:00.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Closing date and time for the receipt of completed bid documents are **23 JUNE 2023 at 11h00**.

Tenders must remain valid for a period of **90** Calendar Days and **120** Calendar Days for tenders closing in October, November and December; after the closing date for the submission of tenders, during which period a tender may not be amended or withdrawn and may be accepted at any time by the Department.
The original and completed bid document shall be placed in a sealed envelope clearly marked:

THE APPOINTMENT OF THE CONTRACTOR TO UNDERTAKE THE REHABILITATION OF THE BALMACAR A DAM IN WEPENER UNDER MANGAUNG METRO MUNICIPALITY IN THE FREE STATE PROVINCE

SUBMITTING OF TENDERS – PLEASE NOTE: Tenders can only be submitted in the Tender Box in **BLOEMFONTEIN**.

Tenders will be received on the closing date and time shown above. All tenders must be enclosed in sealed envelopes bearing the applicable tender heading and contract number, as well as the closing time and due date, and must be addressed to the **DIRECTOR: FINANCE AND SUPPLY CHAIN MANAGEMENT, DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT** and must be submitted in the tender box situated at :

**Department of Agriculture Land Reform and Rural Development
136 Charlotte Maxeke Street
SA Eagle Building
Bloemfontein
9300**

No telephonic or any other form of communication relating to this bid will be permitted with any other staff by bidders other than with the named individuals stated below.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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All enquiries regarding this bid must be directed to:

ENQUIRIES – TECHNICAL RELATED:

Mr. Reshay Takoordeen (Civil Engineer)
Durapi Consulting
37 Homestead Road
Rivonia
Sandton

Tel: (011) 312 8629 / 8599
Cell: 083 743 9857
Email: reshay@durapi.co.za

OR

Ms Sibongile Mankahla (Client)

Tel: 051 400 4200
Cell: 071 331 6342
E-mail: sibongile.mankahla@dalrrd.gov.za

ENQUIRIES – SUPPLY CHAIN MANAGEMENT RELATED:

Mr Teboho Makitle
Tel: 051 400 4200
Email: Teboho.Makitle@dalrrd.gov.za

Mr Theotse Khateane
Tel: 051 400 4200
Email: Theotse.Khateane@dalrrd.gov.za

Bids will be opened in public. No late submissions will be considered. Telegraphic, telexed, facsimiled or e-mail submissions will not be accepted. Failure to meet the **mandatory requirements** required in this Bid will result in the submissions being deemed null and void and shall be considered non-responsive.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

BID BOX INFO

Contract No.: DALRRD-RD-FS 001 (2023/2024)

CLOSING DATE: 23 June 2023

YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA
(DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT)

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE
ACCEPTED FOR CONSIDERATION.

SUBMIT ALL BIDS ON THE OFFICIAL FORMS - DO NOT RETYPE

Bid documents **must** be deposited in the box
which is identified as the bid box of the:

Department of Agriculture, Land Reform & Rural Development

136 CHARLOTTE MAXEKE STREET

SA EAGLE BUILDING

BLOEMFONTEIN

9300

THE BID BOX OF THE OFFICE OF THE DEPARTMENT OF RURAL DEVELOPMENT AND LAND
REFORM IS OPEN 24 HOURS A DAY, 7 DAYS A WEEK. THE BID BOX WILL BE CLOSED ON THE
CLOSING TIME OF BIDS WHICH IS 11H00.

BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS

SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE

***Note:** Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be constructed
to have the same meaning as the words "Tender" or "Tenderer"

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Part T1.2: TENDER DATA

SECTION T1.2.1: CONDITIONS OF TENDER

This edition incorporates the amendments made in Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 and erratum notices issued thereafter.

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.

SECTION T1.2.2: TENDER DATA

The clause numbers in the Tender Data refer to the corresponding clause numbers in the Conditions of Tender.

The additional Conditions of Tender are:

Item		Data
F.1	GENERAL	ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER
F.1.1	Actions	The Employer is the "Department of Rural Development and Land Reform". The term "bid" in the context of this standard is synonymous with term "tender".
F.1.2	Tender Documents	This document is bound of the Tendering Procedures, Returnable Documents, Agreements and Contract Data, Pricing Data, Scope of Works and Site Information
F.1.3	Interpretation	Add the following new clause: "1.3.3" The tender documents have been drafted in English. The contract arising from the invitation of tender shall be interpreted and construed in English.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.1.4	Communication and Employer's Agent:	
	The Employer's Agent is:	DALRRD Contact : Ms S Mankahla Address : 136 S A Eagle building Charlotte Maxeke Street Bloemfontein 9301 Tel No. : (051) 400 4200 Cell : 071 331 6342 E-mail : Sibongile.Mankahla@dalrrd.gov.za
F.2	TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
F.2.1	Eligibility:	Only those Tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4CE or Higher Class of construction work, are eligible to submit tenders. Joint ventures are eligible to submit tenders provided that they comply with all three of the following conditions: 1. Every member of a joint venture is registered with the CIDB. 2. The lead partner has a contractor grading designation of not lower than one level below the required grading designation of 4CE of construction work. 3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor designation determined in accordance with the sum tendered for a 4CE class of construction work, is eligible to submit tenders.
F.2.2	Cost of Tendering:	Add the following to the clause: "Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the Employer or the Employer's Agent."
F.2.5	Reference documents:	The General Conditions of Contract for Construction Works(GCC) Third Edition 2015, "GCC 2015"

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2.7	Clarification meeting:	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list and paid for Bid Documents
F.2.8	Seek clarification:	“Request clarification of the tender documents, if necessary, by notifying the Employer’s Official or the Employer’s Agent indicated in the Tender Notice and Invitation to Tender in writing at least 7 (seven) calendar days before the closing time stated in the foregoing notice and clause 2.15.”
F.2	TENDERER’S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
F.2.9	Insurance:	Add the following to the clause: “Accept that the submission of a Tender shall be construed as an acknowledgement by the Employer that he/she is satisfied with the insurance cover that the Contractor will have to effect Contract Works Insurance to be limited to the Tender amount including VAT plus 20%, and Public Liability to be limited to R 5 000 000 under the contract. The contractor must ensure that any damage to the existing building (e.g., structural) be included in his Public Liability insurance. The Employer will not provide for any insurance as it will be provided for by the Contractor.
F.2.11	Alterations to documents:	Add the following to the clause: “In the event of mistakes having been made on the form of offer inclusive of VAT it must be crossed out in ink at each and every price alteration on the form of offer and be accompanied by an initial. Corrections in terms of price must not be made by means of a correction fluid such as Tipp-Ex or similar product. If correction fluid has been used on any specific item price, such item will not be considered. No correction fluid must be used in a Bill of Quantities where prices are calculated to arrive at a total amount. If correction fluid has been used the Tender as a whole will not be considered. Tampering with or taking apart the bound document is strictly prohibited. All additional documentation must be stapled into the tender document or attached in a separate file.” The Department will reject the bid if the above conditions are not adhered to.
F.2.13	Submitting a tender offer	
	F.2.13.1	Each Tenderer is required to return the complete set of documents as listed in the Tender Data with all the required information supplied and completed in all respects.
	F.2.13.2	Return all returnable documents to the employer after completing them in their entirety, by writing legibly in non-erasable ink. Failure to adhere to this the bid will be disqualified.
	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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2	TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
	F.2.13.4	Add the following to the clause: "Only duly authorised signatories must sign the original and all copies of the tender offer where required in terms of 2.13.3. In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated on the company letter head. In case of a COMPANY submitting a tender, include a copy of a resolution by its board of directors authorising a director or other official of the company to sign the documents on behalf of the company. In the case of a CLOSED CORPORATION submitting a tender, include a copy of a resolution by its members authorising a member or other official of the corporation to sign the documents on each member's behalf. In the case of a PARTNERSHIP submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such an authorisation shall be included in the Tender. In the case of a JOINT VENTURE submitting a tender, must include a resolution of each company of the Joint Venture together with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture." The Authorized person should sign all the documentation. Accept that failure to submit proof of Authorisation to sign the tender shall result in a Tender Offer being regarded as non-responsive
	F.2.13.5	The Employer's address for delivery of tender offers: Department of Agriculture, Land Reform and Rural Development Provincial Shared Service Centre 2nd Floor 136 Charlotte Maxeke Street Department of Agriculture Land Reform and Rural Development Bloemfontein 9300
	F.2.13.6	A two-envelope procedure will NOT be followed.
	F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2	TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
F.2.21	Information and Data to be completed in all respects:	Add the following to the clause: "Accept that the Employer shall in the evaluation of tenders take due account of the Tenderer's past performance in executing for similar works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and Principal Agent as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, by furnishing details in Section T2.2. Accept that the Employer is restricted in accordance with clause 4. (4) of the Construction Regulations, 2021, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely.
F.2.15	Closing time:	The closing date and time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.16	Tender offer validity:	The tender offer validity period is 90 calendar days. For tenders closing in October, November and December the tender validity period is 120 calendar days. Add the following to the clause: "If the tender validity expires on a Saturday, Sunday or public holiday, the Tender Offer shall remain valid and open for acceptance until the closure of business on the following working day."
F.2.17	Clarification of tender offer after submission	The Tenderer shall provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of arithmetical errors by the adjustment of certain rates or items prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
F.2.18	Provide other material	The Tenderer shall 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.2.19	Inspections, tests and analysis:	The Tenderer must provide access during working hours to his premises for inspections on request.
F.2.20	Submit securities, bonds and policies:	If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2	TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
F.2.23	Certificates:	The following certificates/ information may be provided with the tender offer: a) Copy of Certificate of Incorporation (if tenderer is a Company), e.g., CM1, CM29, or CM44 b) Copy of Founding Statement (if tenderer is a Closed Corporation), e.g., CK1, or CK2 c) Copy of Partnership Agreement (if tenderer is a Partnership) d) Copy of Identity Document (if tenderer is a One-man concern) e) Copy of Deed of Trust (If a trust is involved). In cases where the tenderer has failed to submit any of the documents above with the tender, the Department reserves the right to, at any time after the closure of the tender, but before the award of the tender, request the tenderer to provide the outstanding documents within 5 (five) calendar days from the date of notification.
ADD THE FOLLOWING NEW CLAUSES:		
"2.24	Canvassing and obtaining of additional information by tenderers:	Accept that no Tenderer shall make any attempt either directly or indirectly to canvass any of the Employers officials or the Employer's agent in respect of his tender, after the opening of the tenders, but prior to the Employer arriving at a decision thereon. No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders."
"2.26	Awards to close family members of persons in the service of the state	In order to adjudicate fairness or eligibility, the questionnaire for the declaration of interests in the tender of persons in service of state in Section T2.2.5 – Form E must be completed."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2 TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER		
"2.28	TAX COMPLIANCE	Bidders must ensure compliance with their tax obligations. Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status. Application for tax compliance status (TCS) or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za. Bidders may also submit a printed TCS together with the bid. In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate proof of TCS / PIN / CSD number. Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.
"F.2.29	CSD –National Treasury Central Supplier Database (CSD) Registration	Bidders must register on the central supplier database (CSD) to upload mandatory information namely: (business registration/directorship/ membership/identity numbers; tax compliance status; and banking information for verification purposes). Where a bidder is not registered on the CSD, mandatory information namely: (business registration/ directorship/ membership/identity numbers; Tax compliance status should be submitted with the bid documentation.
"F.2.30	Local Labour	It is a requirement of this contract that work be executed in such a manner so as to maximise the use of local labour-intensive construction methods."
F.3 THE EMPLOYER'S UNDERTAKINGS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER		
F.3.1	Respond to requests from the Tenderer:	Replace the contents of the clause with the following: "Respond to a request for clarification received up to seven (5) calendar days before the tender closing time stated in the tender data and notify all Tenderers who drew procurement documents"
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 five (5) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.3	THE EMPLOYER'S UNDERTAKINGS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
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:	The closing date and time for receipt of tenders is: 23 June 2023 at 11h00. Tenders will be received on the closing date and time shown, must be enclosed in a sealed envelope bearing the applicable tender heading and contract number, as well as the closing time and due date, and must be addressed to the: CHIEF DIRECTOR: SUPPLY CHAIN AND FACILITIES MANAGEMENT SERVICES: DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT Tenders must be submitted in the tender box situated in Bloemfontein: Department of Agriculture Rural Development and Land Reform 136 Charlotte Maxeke Street SA Eagle Building Bloemfontein 9300 Only tenders submitted to this tender box will be opened/ considered. Valid tender submissions shall be opened in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
F.3.9.2		The employer must correct the arithmetical errors in the following manner: a) 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 figures shall govern.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.3.11	Evaluation of Tenders:	The tender evaluation method to evaluate all responsive tender offers will be Method 2.																				
		Tenderers will be evaluated as per the Preferential Procurement Regulation 8(1) which prescribes that only locally produced goods, service or works locally manufactured goods with a stipulated minimum threshold(as indicated in SBD 6.2) for local production and content will be considered.																				
		LOCAL CONTENT AND MINIMUM THRESHOLD:																				
		<table><tr><th><u>Description of services, works or goods</u></th><th><u>Stipulated minimum threshold</u></th><th><u>Description of services, works or goods</u></th><th><u>Stipulated minimum threshold</u></th></tr><tr><td>Stormwater :</td><td></td><td>Construction Materials:</td><td></td></tr><tr><td>• Stormwater Pipes</td><td>100%</td><td>• Concrete pipes</td><td>100%</td></tr><tr><td></td><td></td><td>• Concrete Headwalls</td><td>100%</td></tr><tr><td></td><td></td><td></td><td></td></tr></table>	<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>	<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>	Stormwater :		Construction Materials:		• Stormwater Pipes	100%	• Concrete pipes	100%			• Concrete Headwalls	100%				
		<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>	<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>																	
		Stormwater :		Construction Materials:																		
		• Stormwater Pipes	100%	• Concrete pipes	100%																	
				• Concrete Headwalls	100%																	
		Apply the 80/20 Preference Point system where a maximum of Eighty 80) tender adjudication point be awarded for price. Twenty (20) points will be awarded for preference in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and Preferential Procurement Regulation, 2017. See section T2.2.8, Form H for the Preference model.																				
The financial offer will be scored in terms of formula 2, option 1 of the Standard Conditions of Tender (Section T1.3 of the document).																						
Tenders will be evaluated under the following 3 steps by the supply chain managements for appointment. Step 1: Admin Compliance Step 2: Functionality Step 3: Price and Preference NB: failure to complete declaration certificate for Local Production and Content for designated sectors (SBD 6.2) together with the Annexures (Annex: C, D and E) will lead to contractors not being allocated with points)																						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		The CRITERIA to be applied in evaluating the proposal is set out in the table below: Very Poor-0; Poor-1; Average-2; Good-3; Very Good-4; Excellent-5				
		QUALITY CRITERIA				
		NO.	CRITERIA	WEIGHT	INDICATE VALUE	TOTAL
		1	WORK CARRIED OUT BY THE TENDERER Successful completion of civil engineering projects in the last five (5) years from a minimum value of R 2 500 000.00. <i>Attach appointment letters and completion certificates. (No score will be awarded if certificates are not attached)</i> Note: Returnable Document = FORM J	35		
		2	PROPOSED KEY PERSONNEL – SITE AGENT Site Agent with minimum NQF 6 Qualification in Civil Engineering Environment Qualification: CV and certified copies of qualifications must be attached. <i>Certified copies not older than 3 months (No score will be awarded if CV and certified copies are not attached)</i> Note: Returnable Document = FORM L	25		
		3	PROPOSED KEY PERSONNEL: FOREMAN Foreman: <i>CV must be attached. (No score will be awarded if CV is not attached)</i> Note: Returnable Document = FORM L	25		
		4	PRELIMINARY CONSTRUCTION PROGRAMME Submission of the following comprehensive construction programme indicating all work flow items. Note: Returnable Document = FORM O	15		
		Total		100		

F.3.11.7		Scoring financial offers: The formula to determine points for price is: $W_c = W_3 \times P_m / P$ where: W_c = the number of tender evaluation points awarded for the financial offer; W_3 = the number of tender evaluation points for financial offer and equals: 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50 000 000; or 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 50 000 000; P_m = the lowest acceptable tender offer; P = the tender offer under consideration. 80/20 Split is applicable to this tender
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NB:The proposal will be evaluated individually on score sheets, by a representative evaluation panel according to the evaluation criteria indicated above. All service providers who scored less than **60** out of **100** points for functionality will not be considered further.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

QUALITY CRITERIA																
NO.	CRITERIA	WEIG HT	INDICATE VALUE	TOTAL												
1	SUCCESSFUL COMPLETION OF CIVIL ENGINEERING CONSTRUCTION PROJECTS IN THE LAST FIVE (5) YEARS FROM A MINIMUM VALUE OF R 2 500 000.00. ATTACH APPOINTMENT LETTERS AND COMPLETION CERTIFICATES. (NO SCORE WILL BE AWARDED IF COMPLETION CERTIFICATES ARE NOT ATTACHED) Tenderers are required to demonstrate relevant past experience and competency. Tenderers are required to submit full details of, and reliable contactable references for, relevant project which were successfully completed. Building projects relevant must be of similar scope, nature and size, completed within the last five (5) years. Successful completion of similar projects in the last 5 years. <table><tr><td>Very Poor (score 0)</td><td>The tenderer has failed to address the question and has not provided any proof of completing a building project.</td></tr><tr><td>Poor (score 1)</td><td>One (1) relevant building project executed successfully by the contractor in the past 5 years</td></tr><tr><td>Average (score 2)</td><td>Two (2) relevant building projects successfully executed by the contractor in the past 5 years</td></tr><tr><td>Good (score 3)</td><td>Three (3) relevant building projects successfully executed by the contractor in the past 5 years</td></tr><tr><td>Very Good (score 4)</td><td>Four (4) relevant building project successfully executed by the contractor in the past 5 years</td></tr><tr><td>Excellent (score 5 and more)</td><td>Five (5) or More relevant building projects successfully executed by the contractor in the past 5 years</td></tr></table> Note: Returnable Document = FORM J	Very Poor (score 0)	The tenderer has failed to address the question and has not provided any proof of completing a building project.	Poor (score 1)	One (1) relevant building project executed successfully by the contractor in the past 5 years	Average (score 2)	Two (2) relevant building projects successfully executed by the contractor in the past 5 years	Good (score 3)	Three (3) relevant building projects successfully executed by the contractor in the past 5 years	Very Good (score 4)	Four (4) relevant building project successfully executed by the contractor in the past 5 years	Excellent (score 5 and more)	Five (5) or More relevant building projects successfully executed by the contractor in the past 5 years	35		
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Average (score 2)	Two (2) relevant building projects successfully executed by the contractor in the past 5 years															
Good (score 3)	Three (3) relevant building projects successfully executed by the contractor in the past 5 years															
Very Good (score 4)	Four (4) relevant building project successfully executed by the contractor in the past 5 years															
Excellent (score 5 and more)	Five (5) or More relevant building projects successfully executed by the contractor in the past 5 years															

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2	EXPERIENCE OF SITE AGENT This Sub Criteria covers the general average experience of the proposed Site Agent (total duration of professional activity at Site Agent level). The candidate must have a minimum of NQF level 6 in Civil Engineering Environment Qualification. Tenderers are required to submit curriculum vitae for the key personnel proposed to be employed on the project. This curriculum vitae is to include specific details of these individuals including past experience and competence in delivering key similar relevant building project. This evaluation is based on the following weighting: (CV and a certified copy of qualifications must be attached- Certified copies not older than 6 months) NB: No score will be awarded to bidder who has not attached CV and certified copies). <table><tr><td>Very Poor (score 0)</td><td>No CV Submitted. No minimum qualification Less than 1 year experience post qualification in the position</td></tr><tr><td>Poor (score 1)</td><td>Minimum qualifications with more than 1 to 2 years' experience post qualification in construction</td></tr><tr><td>Average (score 2)</td><td>Minimum qualifications with more than 2 to 4 years' experience post qualification in construction</td></tr><tr><td>Good (score 3)</td><td>Minimum qualifications with more than 4 to 6 years' experience post qualification in construction</td></tr><tr><td>Very Good (score 4)</td><td>Minimum qualifications with more than 6 to 8 years' experience post qualification in construction</td></tr><tr><td>Excellent (score 5)</td><td>Minimum qualifications with more than 9 years' experience post qualification in construction</td></tr></table>	Very Poor (score 0)	No CV Submitted. No minimum qualification Less than 1 year experience post qualification in the position	Poor (score 1)	Minimum qualifications with more than 1 to 2 years' experience post qualification in construction	Average (score 2)	Minimum qualifications with more than 2 to 4 years' experience post qualification in construction	Good (score 3)	Minimum qualifications with more than 4 to 6 years' experience post qualification in construction	Very Good (score 4)	Minimum qualifications with more than 6 to 8 years' experience post qualification in construction	Excellent (score 5)	Minimum qualifications with more than 9 years' experience post qualification in construction	25		
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Very Good (score 4)	Minimum qualifications with more than 6 to 8 years' experience post qualification in construction															
Excellent (score 5)	Minimum qualifications with more than 9 years' experience post qualification in construction															

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3	EXPERIENCE OF FOREMAN This Sub Criteria covers the general average experience of the proposed Foreman (total duration of professional activity at Site Agent or Foreman level). Tenderers are required to submit curriculum vitae for the Site Agent or Foreman proposed to be employed on the project. These curriculum vitae are to include specific details of these individuals including past experience and competence in delivering key similar relevant building project. This evaluation is based on the following weighting: (CV must be attached) NB : No score will be awarded to bidder who has not attached a CV <table><tr><td>Very Poor (score 0)</td><td>No CV Submitted</td></tr><tr><td>Poor (score 1)</td><td>More than 2 to 5 year experience as a Foreman</td></tr><tr><td>Average (score 2)</td><td>More than 5 to 8 years' experience as a Foreman</td></tr><tr><td>Good (score 3)</td><td>More than 8 to 11 years' experience as a Foreman</td></tr><tr><td>Very Good (score 4)</td><td>More than 11 to 21 years' experience as a Foreman</td></tr><tr><td>Excellent (score 5)</td><td>21 years and above as a Foreman</td></tr></table> Note: Returnable Document = FORM L	Very Poor (score 0)	No CV Submitted	Poor (score 1)	More than 2 to 5 year experience as a Foreman	Average (score 2)	More than 5 to 8 years' experience as a Foreman	Good (score 3)	More than 8 to 11 years' experience as a Foreman	Very Good (score 4)	More than 11 to 21 years' experience as a Foreman	Excellent (score 5)	21 years and above as a Foreman	25		
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Poor (score 1)	More than 2 to 5 year experience as a Foreman															
Average (score 2)	More than 5 to 8 years' experience as a Foreman															
Good (score 3)	More than 8 to 11 years' experience as a Foreman															
Very Good (score 4)	More than 11 to 21 years' experience as a Foreman															
Excellent (score 5)	21 years and above as a Foreman															

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4	CONSTRUCTION PROGRAMME Submission of the following comprehensive construction programme indicating all work flow items in relation to reaching listed project deliverables on time. <table border="1"> <tr> <td>Very Poor (score 0)</td> <td>No programme attached.</td> </tr> <tr> <td>Poor (score 1)</td> <td>The programme is poorly compiled and there are major inconsistencies with timing of project deliverables.</td> </tr> <tr> <td>Average (score 2)</td> <td>The programme omits important tasks or the timing of the activities and correlation among them are inconsistent with project deliverables. There is a lack of clarity and logic in the sequence.</td> </tr> <tr> <td>Good (score 3)</td> <td>All key activities are included in the programme, but are not detailed. There are minor inconsistencies between timing and project deliverables.</td> </tr> <tr> <td>Very Good (score 4)</td> <td>All key activities are included and well detailed in the programme. There are no inconsistencies between timing and project deliverables.</td> </tr> <tr> <td>Excellent (score 5)</td> <td>The programme fits the project deliverables well; all important activities are indicated in the programme and their timing and sequencing is appropriate and consistent with project objectives and requirements. There is an excellent degree of detail with links that facilitates understanding of the proposed programme.</td> </tr> </table> Note: Returnable Document = FORM O	Very Poor (score 0)	No programme attached.	Poor (score 1)	The programme is poorly compiled and there are major inconsistencies with timing of project deliverables.	Average (score 2)	The programme omits important tasks or the timing of the activities and correlation among them are inconsistent with project deliverables. There is a lack of clarity and logic in the sequence.	Good (score 3)	All key activities are included in the programme, but are not detailed. There are minor inconsistencies between timing and project deliverables.	Very Good (score 4)	All key activities are included and well detailed in the programme. There are no inconsistencies between timing and project deliverables.	Excellent (score 5)	The programme fits the project deliverables well; all important activities are indicated in the programme and their timing and sequencing is appropriate and consistent with project objectives and requirements. There is an excellent degree of detail with links that facilitates understanding of the proposed programme.	15		
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.3.13	Acceptance of tender offer:	Tender offers will only be accepted if: - The Tenderer submits a duly signed and dated relevant resolution signed by all their members or their board of directors, as the case may be, on their company letterhead. In the case of a sole proprietor or a single member in a company, it must be clearly indicated on a document bearing the company's letterhead. In the case of a joint venture submitting a tender, must include a resolution of each company of the Joint Venture signed by all the members/ directors of the Joint Venture authorising a member or an official of the Joint Venture to sign the documents on behalf of the Joint Venture OR a resolution bearing the letterheads (logos) of each company of the Joint Venture and signed by all the members/ directors of the Joint Venture authorizing a member or an official of the Joint Venture to sign the documents on behalf of the Joint Venture shall be included in the tender. The signature of the authorized person should also appear on the resolution letter(s). (FORM PA-15.1 – 15.3) A resolution, PA-15.1 (for a single Service Provider tendering herein) or PA-15.2 plus special resolution, PA-15.3 (for multiple Service Providers tendering in consortium or joint venture herein) (forms PA-15.1 to 3 are bound in hereafter). - Bidders must ensure compliance with their tax obligations. Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status. Application for tax compliance status (TCS) or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za. Bidders may also submit a printed TCS together with the bid. In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate proof of TCS / PIN / CSD number. Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided. Bidders may also submit a printed TCS together with the bid - The Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation. Proof of Registration in respect of each partner, where a tenderer satisfied the CIDB contractor grading designation requirements through the formation of a joint venture. The Lead partner must have a contractor grading designation of not lower than one level below the required grading designation; - The Bidder did not tamper, dismantle or remove any documents from the tender document. - The Tenderer has acknowledged and signed the record of addenda page, and submitted the addendum or addenda, in the event that the addendum or addenda has been issued. - The Tenderer has attended the compulsory tender clarification meeting as stipulated. - The Tenderer has completed the form of offer and is signed by the duly authorized person. - The Tenderer submits a letter of intent from the bank or a FSCA/NCR or FAIS registered financial institution with whom he/she has made the necessary arrangements, to the effect that the said institution will be prepared to provide the required performance guarantee. In the event of a JV the letter of intent for the JV or for the lead partner must be submitted.
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		i) The Tenderer is registered and in good standing with respect to Compensation for Occupational Injuries and Diseases Act (COIDA) for Civil Engineering Construction, with Department of Labour or with a licensed compensation insurer. The Tenderer must submit the letter of good standing for Building Construction projects. In the event of the Tenderer being a joint venture/consortium, each company must submit the letter of good standing for building construction projects. A Tenderer who presently do not have any labour in their employ must submit a Tender Letter obtainable from the Department of Labour. NB: Any bidder that does not comply with any of the above-mentioned stipulations, number 1 to 9 above, will be regarded as non-responsive and will therefore not be considered for further evaluations.
F.3.17	Provide copies of the contract	One signed copy of the contract shall be provided by the Employer to the successful Tenderer.
F.4	ADDITIONAL CONDITIONS OF TENDER	
The additional conditions of Tender are:		
F.4.1	Compliance with Occupational Health and Safety Act 1993 Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2021 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith. In this regard the Contractor shall submit, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details: (1) Management Structure, Site Supervision and Responsible Persons including a succession plan. (2) Contractor's induction training programme for Employees, Sub-contractors and Visitors to the Site. (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications. (4) Regular monitoring procedures to be performed. (5) Regular liaison, consultation and review meetings with all parties. (6) Site security, welfare facilities and first aid. (7) Site rules and fire and emergency procedures.	
	Tenderers are to note that the Contractor is required to ensure that all Sub-contractors or others engaged in the performance of the Contract also comply with the above requirements. The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project. The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in Part C1.4 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 21 days after the Commencement Date of the Contract.	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.4.2	Community Liaison Officer It is a requirement of the Contract that a Community Liaison Officer (CLO) be appointed by the Contractor. The primary functions of the CLO shall be to assist the Contractor with the selection and recruitment of targeted labour, to represent the local community in matters concerning the use of targeted labour (and/or enterprises) on the works, and to assist with and facilitate communication between the Contractor, the Principal Agent and the local communities. The method of identifying suitable candidates for the position of CLO, as well as requirements in respect of the employment of the selected candidate, are described in Part C3.3.2: Scope of Work.
F.4.3	Dam Safety Report It is a requirement of the Contract that the Contractor peruses and fully understands contents as detailed in the Dam Safety Inspection Report of Nov 2019. All scope of works pertains as a result of the dam safety report and works to be carried out as such.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CIDB STANDARD CONDITIONS OF TENDER

SECTION T1.2.3: CIDB STANDARD CONDITIONS OF TENDER

As published in Annex F of the CIDB Standard for Uniformity in Construction Procurement in Board Notice 136 Government Gazette No 38960 of 10 July 2015.

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Employer

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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 whomever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note:

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
 - i) Someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially.
 - ii) An individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit.
 - 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- c) **Corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process.
- d) **Fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels.
- e) **Organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body.
- f) **Quality (functionality)** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

F.1.4 Communication and Employer's agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

F.1.5.1 An organ of state 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 services, works or goods requested; or
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.

F.1.5.2 The decision to cancel a tender must be published in the CIDB website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

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

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

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall only submit technical proposals in the first stage. 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.

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

F.2.2 Cost of tendering

F2.2.1 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.

F2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing 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.

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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.

F.2.9 Insurance

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

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), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 21 days before the closing time stated in the tender data.

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

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

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

F.2.11 Alterations to documents

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

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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 may only be considered in the event that the main tender offer is the winning tender.

F.2.13 Submitting a tender offer

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

F.2.13.2 Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable 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 will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

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.2.21 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.

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.

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Witness 2

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- 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.2.19 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.

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Witness 2

Employer

Witness 1

Witness 2

F.2.23 Certificates

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

F.3 THE EMPLOYER'S UNDERTAKINGS

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date 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 in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

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

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

F.3.5 Two-envelope system

F.3.5.1 Were 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

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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 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 Data 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.3.9.2 The employer must correct the arithmetical errors in the following manner:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- a) 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.
- b) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern and the rate shall be corrected.
- c) 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.
- d) 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. Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

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

F.3.11.1 General

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

F.3.11.2 Method 1: Price and specific goals allocated points in terms of this tender

In the case of price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution
- 3) Add the points scored for price and BBBEE.

F.3.11.3 Method 2: Functionality, Price and Preference

In case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data
- 2) Tender must be regarded as an acceptable if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 5 below.

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million

4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders(including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 1 000 000 (all applicable taxes included):

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

$$P_s = 80 \left[1 - \frac{P_t - P_{min}}{P_{min}} \right]$$

where

P_s = Points scored for comparative price of tender or offer under consideration;
P_t = Comparative price of tender or offer under consideration; and
P_{min} = Comparative price of lowest acceptable tender or offer.

(4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above R 50 million

90/10

$$P_s = 90 \left[1 - \frac{P_t - P_{min}}{P_{min}} \right]$$

(5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R 50 000 000 (all applicable taxes included):

Where *P_s* = Points scored for comparative price of tender or offer under consideration;
P_t = Comparative price of tender or offer under consideration; and
P_{min} = Comparative price of lowest acceptable tender or offer.

(5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.7 Scoring Financial Offers

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

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

Where: *N_{FO}* is the number of tender evaluation points awarded for price. *W₁* is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.
A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

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

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- a P_m is the comparative offer of the most favourable tender offer.
 P is the comparative offer of tender offer under consideration.

F.3.11.8 Scoring preferences

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

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality (Functionality)

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

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

$$N_Q = W_2 \times S_O / M_S$$

where: S_O is the score for quality allocated to the submission under consideration;

M_S is the maximum possible score for quality in respect of a submission; and

W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the Employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.21 Prepare contract documents

F.3.21.1, 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:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

F3.19 Transparency in the procurement process

F3.19.1 The CIDB prescripts require that tenders must be advertised and be registered on the CIDB, E Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

- Contract start date and duration
- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PART T2: RETURNABLE DOCUMENTS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART T2.1: LIST OF RETURNABLE DOCUMENTS

THE TENDERER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THIS TENDER. IF THE DOCUMENTS ARE NOT INCLUDED IN THE DOCUMENT, THE DEPARTMENT WILL NOT CONSIDER THIS TENDER.

Clause referred to in Standard Conditions of Tender	Document
F.2.1	Tenderers must provide their CRS Numbers of the registered Contractor as well JV Partner*. CRS numbers of Tenderers or JV partners needs to be filled in below: <u>Tenderer/Leading JV Partner</u> CRS Number : _____ Name of Company: _____ <u>JV Partner</u> CRS Number : _____ Name of Company: _____ <u>JV Partner</u> CRS Number : _____ Name of Company: _____ *NB: Recent printout from CIDB website indicating the CRS number will also be accepted. All contractors, even tendering in JV, must be registered with CIDB. The lead partner has a contractor grading designation of not lower than one level below the required grading designation of 4CE of construction work.
F.2.7	Attendance of the Compulsory Tender Clarification meeting as stipulated.
F.2.10	Form of offer must be completed and signed by duly authorized person.
F.2.11	Tampering with or taking apart the bound document is strictly prohibited. All additional documentation must be stapled into the tender document or attached in a separate file." Corrections in terms of price must not be made by means of a correction fluid such as Tipp-Ex or similar product. "In the event of mistakes having been made on tender document it must be crossed out in ink and be accompanied by an initial at each and every price alteration".
F.2.13.4	Tender offers will only be accepted if: a) The Tenderer submits a duly signed and dated relevant resolution signed by all their members or their board of directors, as the case

 Contractor

 Witness 1

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 Employer

 Witness 1

 Witness 2

	may be, on their company letterhead. In the case of a sole proprietor or a single member in a company, it must be clearly indicated on a document bearing the company's letterhead. In the case of a joint venture submitting a tender, must include a resolution of each company of the Joint Venture signed by all the members/ directors of the Joint Venture authorising a member or an official of the Joint Venture to sign the documents on behalf of the Joint Venture OR a resolution bearing the letterheads (logos) of each company of the Joint Venture and signed by all the members/ directors of the Joint Venture authorizing a member or an official of the Joint Venture to sign the documents on behalf of the Joint Venture shall be included in the tender. The signature of the authorized person should also appear on the resolution letter(s). (FORM PA-15.1 – 15.3) A resolution, PA-15.1 (for a single Service Provider tendering herein) or PA-15.2 plus special resolution, PA-15.3 (for multiple Service Providers tendering in consortium or joint venture herein) (forms PA-15.1 to 3 are bound in hereafter).
F.2.28	
	The Bidder did not tamper, dismantle or remove any documents from the tender document
	The Tenderer must acknowledge and sign the record of addenda page, and submitted the addendum or addenda, in the event that the addendum or addenda has been issued
	The Tenderer submits a letter of intent from the bank or a FSCA/NCR or FAIS registered financial institution with whom he/she has made the necessary arrangements, to the effect that the said institution will be prepared to provide the required performance guarantee. In the event of a JV the letter of intent for the JV or for the lead partner must be submitted.
	The Tenderer is registered and in good standing with respect to Compensation for Occupational Injuries and Diseases Act (COIDA) for Building Construction, with Department of Labour or with a licensed compensation insurer. The Tenderer must submit the letter of good standing for Building Construction projects. In the event of the Tenderer being a joint venture/consortium, each company must submit the letter of good standing for building construction projects. A Tenderer who presently do not have any labour in their employ must submit a Tender Letter obtainable from the Department of Labour.
	<i>NB: Any bidder that does not comply with any of the above-mentioned stipulations, number 1 to 9 above, will be regarded as non-responsive and will therefore not be considered for further evaluations.</i>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THE TENDERER IS ENCOURAGED TO REGISTER AND SUBMIT THE FOLLOWING NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) DETAILS WITH THIS TENDER.

Document	
Tenderers shall provide their CSD Supplier Number (Master Registration Number) and Tax Compliance PIN Number in the space provided below: NB: In cases where a bidder intends to form a Joint Venture, the CSD Supplier Number (Master Registration Number) and Tax Compliance PIN shall also be provided in the space provided below, i.e. the lead partner and Joint Venture partner/s. If any sub-contractors are proposed their CSD Supplier Number (Master Registration Number) and Tax Compliance PIN numbers shall be provided in Form A. If the documents are not included in the document, the tender will be regarded as being NON-RESPONSIVE.	
<u>Tenderer/Leading JV Partner</u> Name of Company: _____ CSD Supplier Number: (Master Registration Number) _____ Tax Compliance PIN number: _____	
<u>JV Partner 1</u> Name of Company: _____ CSD Supplier Number: (Master Registration Number) _____ Tax Compliance PIN number: _____	
<u>JV Partner 2</u> Name of Company: _____ CSD Supplier Number: (Master Registration Number) _____ Tax Compliance PIN number: _____	
<u>JV Partner 3</u> Name of Company: _____ CSD Supplier Number: (Master Registration Number) _____ Tax Compliance PIN number: _____	
*NB: All contractors, even tendering in JV, must be registered with National Treasury Central Supplier Database	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.1	FORM A: SCHEDULE OF PROPOSED SUBCONTRACTORS
SECTION T2.2.2:	FORM B: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (SBD 6.1)
SECTION T2.2.3:	FORM C: RECORD OF ADDENDA TO TENDER DOCUMENTS
SECTION T2.2.4:	FORM D: AUTHORITY OF SIGNATORY
SECTION T2.2.5:	FORM E: STATUS OF CONCERN SUBMITTING TENDER
SECTION T2.2.6:	FORM F: DECLARATION OF INTEREST (SBD 4)
SECTION T2.2.8:	FORM H: CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)
SECTION T2.2.9:	FORM I: SCHEDULE OF PLANT AND EQUIPMENT
SECTION T2.2.10:	FORM J: SCHEDULE OF WORK CARRIED OUT BY THE TENDERER
SECTION T2.2.11:	FORM K: CERTIFICATE OF TENDERER'S VISIT TO THE SITE
SECTION T2.2.12:	FORM L: KEY-PERSONNEL/ SUPERVISORY AND MANAGEMENT STAFF
SECTION T2.2.13:	FORM M: COMPLIANCE WITH OHSA (ACT 85 OF 1993)
SECTION T2.2.21:	FORM N: CSD SUPPLIER NO AND TAX COMPLIANCE PIN
SECTION T2.2.15:	FORM O: PRELIMINARY PROGRAMME
SECTION T2.2.16:	FORM P: ESTIMATED MONTHLY EXPENDITURE
SECTION T2.2.17:	FORM Q: ALTERATIONS BY TENDERER
SECTION T2.2.18:	FORM R: FINANCIAL REFERENCES
SECTION T2.2.20:	FORM T: COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (COIDA)
SECTION T2.2.21:	FORM U: LETTER OF INTENT FOR PERFORMANCE GUARANTEES
SECTION T2.2.22:	FORM V: DECLARATION CERTIFICATE FOR LOCAL LABOUR PARTICIPATION
SECTION T2.2.23:	FORM W: COMPULSORY ENTERPRISE QUESTIONNAIRE
SECTION T2.2.24:	FORM X: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (SBD 6.2)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART T2.2. RETURNABLE SCHEDULES

SECTION T2.2.1 FORM A: SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us. The contractor is to obtain approval if he/she intends to change the submitted list of Subcontractors.

In Bids where subcontractors are involved each party must submit a separate proof of TCS / PIN / CSD number together with the bid. Where no TCS is available but the subcontractor is registered on the Central Supplier Database (CSD), a CSD number must be provided. (Refer to Clause F2.28)
Alternatively, where a subcontractor is not yet registered on the National Treasury CSD, submission of a Valid Tax Clearance Certificate together with the bid is compulsory. (Refer to Clause F2.28)

1. Will any portion of the contract be sub-contracted? Yes ☐ / No ☐
2. If yes, indicate:

(i) The name of the proposed sub-contractor, the nature and extent of the work to be sub-contracted and the previous experience with the sub-contractor in the table below.

	Name and address of the proposed Sub-contractor	Nature and extent of work	Previous experience with Sub-contractor
1.			
2.			
3.			
4.			

ContractorWitness 1Witness 2EmployerWitness 1Witness 2

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us. The contractor is to obtain approval if he/she intends to change the submitted list of Subcontractors.

In Bids where subcontractors are involved each party must submit a separate proof of TCS / PIN / CSD number together with the bid. Where no TCS is available but the subcontractor is registered on the Central Supplier Database (CSD), a CSD number must be provided. (Refer to Clause F2.28)
Alternatively, where a subcontractor is not yet registered on the National Treasury CSD, submission of a Valid Tax Clearance Certificate together with the bid is compulsory. (Refer to Clause F2.28)

1. Will any portion of the contract be sub-contracted? Yes ☐ / No ☐
2. If yes, indicate:
 - (i) The name of the proposed sub-contractor, the nature and extent of the work to be sub-contracted and the previous experience with the sub-contractor in the table below.

	Name and address of the proposed Sub-contractor	Nature and extent of work	Previous experience with Sub-contractor
1.			
2.			
3.			
4.			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 3 What percentage of the contract will be sub-contracted, the B-BBEE status level of the sub-contractors and whether they are an EME/QSE, must be stated in the table below and specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Name of proposed Sub Contractor	% of the work that will be sub-contracted	B-BBEE status level of the sub-contractor	Designated Group: An EME or QSE which is at last 51% owned by:																	
			Black people		Black people who are youth		Black people who are women		Black people with disabilities		Black people living in rural or under-developed areas or townships		Cooperative owned by black people		Black people who are military veterans		Any EME		Any QSE	
			EME		EME		EME		EME		EME		EME		EME		EME		EME	
			QSE		QSE		QSE		QSE		QSE		QSE		QSE		QSE		QSE	
			EME		EME		EME		EME		EME		EME		EME		EME		EME	
			QSE		QSE		QSE		QSE		QSE		QSE		QSE		QSE		QSE	
			EME		EME		EME		EME		EME		EME		EME		EME		EME	
			QSE		QSE		QSE		QSE		QSE		QSE		QSE		QSE		QSE	
			EME		EME		EME		EME		EME		EME		EME		EME		EME	
			QSE		QSE		QSE		QSE		QSE		QSE		QSE		QSE		QSE	

Signature of person authorised to sign the tender:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.2 SPECIFIC GOALS

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

$$P_s = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right) \text{ or}$$

$$P_s = 90 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

NB: failure to complete declaration certificate for Local Production and Content for designated sectors (SBD 6.2) together with the Annexures (Annex: C, D and E) will lead to contractors not being allocated with points)

The specific goals allocated points in terms of this tender	Number of points Allocated (80/20 system)	Percentage ownership Equity (To be completed by tenderer)	Number of points claimed (80/20 System) (To be completed by tender)
Who had no franchise in national elections before the 1983 and 1993 Constitution	8		
Who is female	5		
Who has disability	2		
Specific goal : Youth	2		
Specific goal : Locality (Promotion of South African Owned enterprises <u>or</u> promotion of enterprises located on a specific province <u>or</u> promotion of enterprises located in a specific district) (select one)	3		
Total Points	20		

NB: failure to complete declaration certificate for Local Production and Content for designated sectors (SBD 6.2) together with the Annexures (Annex: C, D and E) will lead to contractors not being allocated with points)

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 *audialteram 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:

.....

.....

SECTION T2.2.3: FORM C: RECORD OF ADDENDA TO 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 of Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signature of person authorised to sign the tender:

Date:

SECTION T2.2.4: FORM D: AUTHORITY OF SIGNATORY

Signatories for companies, closed corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD STATIONERY**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

An **EXAMPLE** is shown below for a COMPANY:

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

(legally correct full name and registration number, if applicable, of the Enterprise)			
Held at _____ (place)			
on _____ (date)			
RESOLVED that:			
1	The Enterprise submits a Tender to the Department of Rural Development and Land Reform in respect of the following project:		

	(project description as per Tender Document)		
	Tender Number: _____ (Tender Number as per Tender Document)		
2	*Mr/Mrs/Ms: _____		
	in *his/her Capacity as: _____ (Position in the Enterprise)		
	and who will sign as follows: _____		
	be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprise mentioned above.		
		Name	Capacity
1			Signature
2			
3			
4			
5			
6			
7			
Note: 1. * Delete which is not applicable. 2. NB: This resolution must be signed by <u>all</u> the Directors / Members / Partners of the Tendering Enterprise. 3. Should the number of Directors / Members / Partners exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.			

Signature of person authorised to sign the tender:

Date:

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS –

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

- 1 The Enterprise submits a Tender to the Department of Agriculture, Land Reform and Rural Development in respect of the following project:

(project description as per Tender Document)

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

- 2 *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

	Name	Capacity	Signature
1	-		
2	-		
3	-		
4	-		
5	-		
6	-		
7	-		

Note:

- * Delete which is not applicable.
- NB.** This resolution must be signed by all the Directors / Members / Partners of the Tendering Enterprise.
- Should the number of Directors / Members / Partners exceed the space available above, additional names capacity and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

1. The Enterprise submit a Tender, in consortium/joint venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the consortium/joint venture)

to the Department of Agriculture, Land Reform and Rural Development in respect of the following project:

(Project description as per Tender Document)

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

- 1 *Mr/Mrs/Ms: _____

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

and who will sign as follows:

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

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

Physical address: _____

(code)

Postal Address: _____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	-	Name	Capacity	Signature
1	-			
2	-			
3	-			
4	-			
5	-			
6	-			
7	-			
8	-			
9	-			
10	-			
11	-			
12	-			
13	-			
21	-			
15	-			

Note:

1. * Delete which is not applicable.
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Tendering Enterprise.
3. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1	
2	
3	
4	
5	
6	
7	
8	

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

- A. The above-mentioned Enterprises submit a tender in Consortium/Joint Venture to the Department of Agriculture, Land Reform and Rural Development in respect of the following project:

(Project description as per Tender Document)

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

SECTION T2.2.5: FORM E: STATUS OF CONCERN SUBMITTING TENDER

1. GENERAL

State whether the tenderer is a company, a closed corporation, a partnership or a one-man concern.
(Make an X in the appropriate space below)

Company ☐ Closed Corporation ☐ Partnership ☐

One-man concern ☐ Joint Venture ☐

2. INFORMATION TO BE PROVIDED

(Block letters)

2.1 If the tenderer is a Company:

- (a) Affix a certified copy of the Certificate of Incorporation to this page.
- (b) List the Directors.

2.2 If the tenderer is a Closed Corporation:

- (a) Affix a certified copy of the Founding Statement to this page.
- (b) List the Members.

2.3 If the tenderer is a Partnership:

List the partners.

2.4 If the tenderer is a One-man concern:

Provide the full name and ID number of the person.

2.5 If the tenderer is a Joint Venture:

- (a) Affix a certified copy of the Founding Statement of each partner of the JV to this page.
- (b) Affix JV agreement.

3. REGISTERED FOR VAT PURPOSES IN TERMS OF THE VALUE-ADDED TAX ACT, (Act Nr. 89 of 1991) (Make an X in the appropriate space below)

Yes ☐ / No ☐ Registration nr.:

Signature of person authorised to sign the tender:

Date:

SECTION T2.2.6: FORM F: DECLARATION OF INTEREST (SBD 4)**SBD4**

3.

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

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

SBD4

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

SBD4

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

SECTION T2.2.9: FORM I: SCHEDULE OF PLANT AND EQUIPMENT

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

- (a) Details of major equipment that is owned by and immediately available for this contract.
Proof of ownership must be attached.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

- (b) Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable.
Proof of lease agreement must be attached or a letter of intent from a hiring company.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signature of person authorised to sign the tender:

Date:

SECTION T2.2.10: FORM J: SCHEDULE OF WORK CARRIED OUT BY THE TENDERER

The tenderer shall list in the spaces provided below the successfully completed projects of similar scope, nature and size in the past 5 years. This information shall be deemed to be material to the award of this tender.

Employer (Name, Tel No, Fax No)	Consulting Engineer (Name, Tel No, Fax No)	Nature Of Work	Value Of Work	Year Completed
Completed				

Signature of person authorised to sign the tender:

Date:

SECTION T2.2.11: FORM K: CERTIFICATE OF TENDERER'S VISIT TO THE SITE

This is to certify that I,

Representative of (Tenderer)

Of (address)

.....

.....

Telephone No:

Fax No:

Visited and carefully examined the Site on the day of 20.....

In the company of (Engineer's representative)

Signature (Tenderer's Representative)

Signature (Engineer's Representative)

SECTION T2.2.12: FORM L: KEY-PERSONNEL/ SUPERVISORY AND MANAGEMENT STAFF

The Tenderer shall, submit the name of all supervisory staff that will be employed to supervise Contract. **Please attach CV'**. The Tenderer shall also include an organogram of the project team and the company structure.
NB: No points will be awarded if the bidder has not attached CV and Qualifications)

1. Position	Site Agent
Name	
Indicate Years of Experience as a Site Agent	
Duties and List of duties as a Site Agent	
Currently Employed by Tenderer (Y/N)	
Signature	
2. Position	Foreman
Name	
Indicate Years of Experience as a Foreman	
Duties and List of duties as a Foreman	
Currently Employed by Tenderer (Y/N)	
Signature	

SECTION T2.2.13: FORM M: COMPLIANCE WITH OHSA (ACT 85 OF 1993)

Tenderers are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

1. Is the Contractor familiar with the OHSA (ACT 85 of 1993) and its Regulations? Yes ☐ / No ☐
2. Who will prepare the Contractor's Health and Safety Plan? (Section T2.2.18 – Form R) (Provide a copy of the person/s curriculum vitae/s or company profile). Yes ☐ / No ☐

3. Does the Contractor have a health and safety policy? (if yes, provide a copy). How is this policy communicated to all employees? Yes ☐ / No ☐

4. Does the Contractor keep records of safety aspects of each construction site? If yes, what records are kept? Yes ☐ / No ☐

5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attend these meetings? Yes ☐ / No ☐

6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company? Yes ☐ / No ☐
If yes, please explain his duties and provide a copy of his CV.

7. Does the Contractor have trained first aid employees? If yes, indicate, who. Yes ☐ / No ☐

8. Does the Contractor have a safety induction training programme in place? (If yes, provide a copy) Yes ☐ / No ☐

Signature of person authorised to sign the tender:

Date:

SECTION T2.2.21: FORM N: CSD SUPPLIER NO AND TAX COMPLIANCE PIN

Bidders registered on the **National Treasury Central Supplier Database (CSD)** are required to submit their unique **Personal Identification Number (PIN)** issued by SARS in the space provided below as stipulated in Clause F2.28.

Bidders may also submit a **printed TCS** together with the bid.

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party **must** submit a separate proof of **TCS / PIN / CSD** number.

Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a **CSD number** must be provided

Alternatively the tenderer must submit a valid tax clearance certificate together with the Bid, including Valid Tax Clearance Certificates for the Joint Venture partner/s and Subcontractors proposed.

The certificates may be stapled into the tender document without taking the tender document apart or may be attached in a separate file to the tender document.

If the documents are not included in the document, the tender will be regarded as being NON-RESPONSIVE.

Tenderer/Leading JV Partner

Name of Company:

CSD Supplier Number: (Master
Registration Number)

Tax Compliance PIN number:

JV Partner 1

Name of Company:

CSD Supplier Number: (Master
Registration Number)

Tax Compliance PIN number:

JV Partner 2

Name of Company:

CSD Supplier Number: (Master
Registration Number)

Tax Compliance PIN number:

***NB: All contractors, even tendering in JV, must be registered with National Treasury Central Supplier Database**

SECTION T2.2.15: FORM O: PRELIMINARY PROGRAMME

The Tenderer shall attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of the Tender.

Note: The programme must be based on the completion time as specified in the Contract Data. (No points will be awarded to the bidder if a detailed program is not attached)

SECTION T2.2.16: FORM P: ESTIMATED MONTHLY EXPENDITURE

The tenderer shall, in the table below, state the estimated cash flow on the contract based on his preliminary programme, his tendered unit rates and his submission of payment certificates to the Employer. Amounts for Contract Price Adjustment shall not be included.

[illegible]

From what sources will you fund the above amount (e.g. funds internally available, bank overdraft, loan, partner (his source), etc.)

.....

.....

.....

Signature of person authorised to sign the tender:

Date:

SECTION T2.2.17: FORM Q: ALTERATIONS BY TENDERER

Should the Tenderer desire to have any departures from, or modifications to the General Conditions of Contract, Specifications, Bill of Quantities or Drawings considered, or to qualify his tender in any way, he shall set out his proposals clearly hereunder or alternatively state them in a covering letter attached to his tender and referred to hereunder.

[illegible]

Signature of person authorised to sign the tender:

Date:

SECTION T2.2.18: FORM R: FINANCIAL REFERENCES**Financial Statements**

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Employer.

Details of Company's Bank

I/We hereby authorise the Employer/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE
Name of tenderer	
Name of account holder at Bank	
Name of bank	
Branch name	
Branch code	
Street address	
Postal address	
Name of manager	
Telephone number	
Fax number	
Account number	
Number of years above account has been with bank	
Credit facilities available (state amount)	

Tenderer's Tax Details

Tenderer's VAT vendor registration number:

Tenderer's SARS tax reference number:

SECTION T2.2.20: FORM T: COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (COIDA)
--

Please attach Compensation for Occupational Injuries and Diseases Act (COIDA) to this page

Evidence of registration and proof of good standing for building and construction projects with a compensation insurer who is approved by the Department of Labour in terms of Section 80 of the Compensation for Occupational Injuries and Diseases Act (Act No 130 of 1993) (COIDA) **MUST be attached** to this returnable schedule.

Note to Tenderer:
In the event of the Tenderer being a joint venture/consortium, the Letter of good standing for building and construction projects of the individual members must also be provided.

SIGNED ON BEHALF OF THE TENDERER:

SECTION T2.2.21: FORM U: LETTER OF INTENT FOR PERFORMANCE GUARANTEES

The Tenderer must attach to this page an original letter from a Bank or a FSB, NCR or FAIS registered financial institution with whom he has made the necessary arrangements, to the effect that the said institution will be prepared to provide the required performance guarantee when asked to do so.

SECTION T2.2.22: FORM V: DECLARATION CERTIFICATE FOR LOCAL LABOUR PARTICIPATION

1. Definitions

1.1 Targeted Labour

Individuals, employed by the contractor in the performance of the contract, who are defined as the target group in the contract and who permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area

1.2 Target Group

For this project the contract does not specify the target group based on gender, age or disability. However, specifically excluded from the Target Group is the contractor's own staff unless such staff are also from the Target Area.

1.3 Target Area

For this project, the target area is defined as Bethlehem, In the Free State Province.

1.4 Labour Maximisation

Labour maximisation shall contribute a minimum of 10%.

2. Conditions associated with the granting of preferences

The tenderer, undertakes to:

- 1) engage one or more targeted labour in accordance with the provisions of the SANS 1921-4 as varied in section 3 hereunder;
- 2) accept the sanctions set out in Section 2 below, should such conditions be breached;
- 3) complete the Targeted Labour (CPG) calculation form contained in Section 5 below; and
- 4) complete the Supporting Contract Participation Goal Calculation contained in Section 6 below.

3. Variation to the targeted construction procurement specification SANS 1921-4

The variations to SANS 1921-4 are set out below. Should any requirements of the variations conflict with requirements of SANS 1921-4 the requirements of the variations shall prevail

Calculations shall be based as a % of targeted labour costs of the Tender Sum (excluding VAT) and not calculated in accordance with methods 1 or 2 in Annexure A of SANS 1921-4.

4. Sanctions

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

$$P = 0,50 \times \frac{(D-D_0)}{(100)} \times N_A$$

Where D = tendered Contract Participation Goal percentage.

D₀ = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the contract.

N_A = Net Amount (Actual contract expenditure, excluding VAT)

P = Rand value of penalty payable

Tender Contract Participation Goal in respect of targeted labour

I/We hereby tender a Contract Participation Goal of% in compliance with the Employer's Socio-Economic Requirements.

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm or sole proprietor confirms that he/she understands the conditions under which such preferences are granted.

Signature:

Name:

Duly authorized to sign on behalf of:

Telephone:

Fax:

5. Supporting Targeted Labour (CPG) calculation

TYPE OF TARGETED LABOUR	TOTAL ESTIMATED WORKING HOURS	RATE	TOTAL ESTIMATED WAGE COST
Permanent labour*			
Temporary labour			
SMME labour			
		Total	

*Note: A tenderer may only claim permanent staff as eligible for preference points if said staff are also from the Target Area. Permanent staff are considered to be those who have been continuously employed by the tenderer for at least three months prior to the commencement of this project.

SIGNED ON BEHALF OF THE TENDERER:

SECTION T2.2.23: FORM W: COMPULSORY ENTERPRISE QUESTIONNAIRE**FORM X : Annex L**(normative)
Compulsory Enterprise questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

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: The attached SBD4 must be completed for each tender and be attached as a tender requirement.

Section 7: The attached SBD 6 must be completed for each tender and be attached as a requirement.

Section 8: The attached SBD8 must be completed for each tender and be attached as a requirement.

Section 9: The attached SBD9 must be completed for each tender and be attached as a requirement.

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

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) 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;

Signed

Date

Name

Position

Enterprise Name

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>	<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Stormwater :		Construction Materials:	

• Stormwater Pipes	100%	• Concrete pipes	100%
		• Concrete Headwalls	100%
		• G6 material	

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

(***Tick applicable box***)

YES		NO	
-----	--	----	--

- 3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

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

.....
NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

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

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 21 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Example

Annex C

CASE STUDY ONE

SATS 1286.2011

Local Content Declaration - Summary Schedule

(C1) Tender No. GP 100010
 (C2) Tender description: Office Desks and Chairs
 (C3) Designated product(s) Office Furniture
 (C4) Tender Authority: Gauteng Purchasing Department
 (C5) Tendering Entity name: Rainbow Office Furniture
 (C6) Tender Exchange Rate:
 (C7) Specified local content % 85%

Note: VAT to be excluded from all calculations

USD R 9.00

EU R 12.00

GBP R 14.00

Calculation of local content								Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value per unit	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total imported content
				(C10-C11)	(Annexure D M31+P50+P60)	(C12-C13)	C14/C12		(C10xC16)	Annex D D18	Annex D
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
GP 100011	Melamine Office Desks with Drawers	R 12 000	R 0	R 12 000	R 0	R 12 000	100%	100	R 1 200 000	R 0	R 123 200
					(Annexure D M34+P50+P60)						
GP 100012	Office desk with drawers on timber top with steel frame	R 15 000.00	R 1 650.00	R 13 350.00	R 1 232.00	R 12 118.00	91%	50	R 750 000	R 82 500	R 116 850
GP 100013	Side upholstered chair - Sleigh base with arms	R 10 450.00	R 2 170.00	R 8 280.00	R 2 617.00	R 5 663.00	68%	100	R 1 045 000	R 217 000	R 261 700
GP 100014	Highback upholstered chair with arms on 5 star base	R 12 200.00	R 2 720.00	R 9 480.00	R 2 537.00	R 6 943.00	73%	50	R 610 000	R 231 000	R 31 950

Signature of tenderer from Annex B

Date: _____

(C20) Total tender value R 3 605 000

(C21) Total Exempt imported content R 530 500

(C22) Total Tender value net of exempt imported content (C20-C21) R 3 074 500

(C23) Total Imported content R 533 700

(C24) Total local content (C22-C23) R 2 540 800

(C25) Average local content % of tender (C24/C22) 82.64%

Example

Annex D

RAINBOW CASE STUDY ONE

SAFS 1286.2011

Imported Content Declaration - Supporting Schedule to Annex C

Tender No.

Tender description:

Designated Products:

Tender Authority:

Tendering Entity name:

Tender Exchange Rate:

GP 100010

Office Desks and Chairs

Office Furniture

Gauteng Purchasing Department

Rainbow Office Furniture

USD R 9.00

EU R 12.00

GBP R 14.00

Note: VAT to be excluded from all calculations

A. Exempted Imported content

Tender Item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
				(D21)	(D12)	(D13)	(D14)	(D15)	(D16)
						(D13x(D12))			(D13+(D14+D15))
(D17)	(D18)	(D19)	(D20)	(D21)	(D12)	(D13)	(D14)	(D15)	(D16)
GP 100012	Primary Steel	Accelor Mithal	Accelor - USA	£100	R 9.00	R 900	R 200	R 50	R 1 650
GP 100013	Primary Steel	United Steel	United Steel USA	£150	R 9.00	R 1 350	R 420	R 400	R 2 170
GP 100014	Primary Steel	Afrox Steel	Afrox US	£150.00	R 12.00	R 1 800	R 350	R 50	R 2 720
GP100014	5 star base	Each	Baso Spezialist - Germany	£80.00	R 12.00	R 960	R 460	R 480	R 1 900
(D29) Total exempt imported value									R 530 500
This total must correspond with Annex C - C 21									

Tender Qty

Exempted Imported value

(D17)

(D18)

(D17)

(D18)

50

R 82 500

100

R 217 000

50

R 136 000

50

R 95 000

B. Imported directly by the Tenderer

Tender Item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
				(D24)	(D25)	(D26)	(D27)	(D28)	(D29)
						(D26x(D25))			(D26+(D27+D28))
(D30)	(D31)	(D32)	(D33)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)
GP100011	Melamine	Each	MM Melamine USA	\$25	R 9.00	R 225	R 120	R 250	R 595
GP100012	Timber Top	Each	Timber City - Germany	£75.00	R 12.00	R 900	R 300	R 300	R 1 500
GP100013	Sleigh Base	Each	Timber York - USA	\$100	R 9.00	R 900	R 420	R 660	R 1 980
(D32) Total imported value by tenderer									R 342 500

Tender Qty

Total Imported value

(D30)

(D31)

(D30)

(D31)

100

R 59 500

50

R 85 000

100

R 198 000

C. Imported by a 3rd party and supplied to the Tenderer

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
				(D37)	(D38)	(D39)	(D40)	(D41)	(D42)
						(D39x(D38))			(D39+(D40+D41))
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)
Sheet steel	tonne	Accelor SA	Accelor Belgium	£75.00	R 12.00	R 900	R 150	R 50	R 1 100
Wings	each	Ramsay SA	Hingus GB	£2.50	R 14.00	R 35	R 10	R 5	R 50
Other - nuts and bolts	each	Mac Steel	TTC - UK	value too small to Remise					
(D45) Total imported value by 3rd party									R 172 000
D45 Apportioned per unit									R 573

Quantity Imported

Total Imported value

(D43)

(D44)

(D43)

(D44)

100

R 110 000

1 200

R 60 000

R 2 000

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)
Royalty payment for use of patent	Rainbow Office Furniture	Oban USA	\$800	R 9.00
Annual licence fees - pre-paid	Rainbow Office Furniture	MB - Germany	£1 000.00	R 12.00
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party				R 16 200
D52 Apportioned per unit				R 64
(D53) Total of imported content & foreign currency payments - (D32), (D35) & (D52) above				R 523 700

Local value of payments

(D46x(D50))

(D51)

(D46)

(D50)

(D46)

(D50)

8 000

R 7 200

12 000

R 12 000

Signature of tenderer from Annex B

Date:

This total must correspond with Annex C - C 21

Example

Annex E - RAINBOW CASE STUDY ONE

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	GP 100010
(E2)	Tender description:	Office Desks and Chairs
(E3)	Designated products:	Office Furniture
(E4)	Tender Authority:	Gauteng Purchasing Department
(E5)	Tendering Entity name:	Rainbow Office Furniture

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	Sheet Steel	Arcelor	R 300 000
	Fabric for seats	Galvenor Textiles	R 270 000
	Fabric for headlinings	Galvenor Textiles	R 32 000
	Welding consumables	ABR Supplies	R 12 000
	Hardware items (nuts, bolts, rivets, etc)	Various Local Suppliers	R 2 000
	Laser cutting services	Red Hot Cutting	R 47 500
	Other goods and services (small items)	Various	R 1 300
	(E9) Total local products (Goods, Services and Works)		R 664 800
			26%
Manpower costs	(Tenderer's manpower cost)		R 1 150 000
			45%
Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)		R 486 000
			19%
Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)		R 240 000
			9%
	(E13) Total local content		R 2 540 800
			100%
	This total must correspond with Annex C - C24		

Storm water pipes and Actuators – Annex C -if applicable

SATS 1286.2011

Annex C

Local Content Declaration – Summary Schedule

Note: VAT to be excluded from all calculations

(C1)	Tender No.
(C2)	Tender Description:
(C3)	Designated product(s)
(C4)	Tender Authority:
(C5)	Tendering Entity name:
(C6)	Tender Exchange Rate:
(C7)	Specified local content %

Pula

EU

GBP

		Calculation of local content					
Tender item no's	List of items	Tender price- each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C21)	(C15)
Stormwater Drainage							
	850mm dia concrete pipes						100%
	Concrete Headwalls						100%

[illegible]

(C20) Total tender value	R 0
--------------------------	-----

Signature of tenderer from Annex B

(C21) Total Exempt imported content	R 0
-------------------------------------	-----

(C22) Total Tender value net of exempt imported content	R 0
---	-----

(C23) Total imported content

(C24) Total local content (C22-C23)

(C25) Avg. local content % of tender

Date:

Stormwater Pipes – Annex D

Annex D

Imported Content Declaration – Supporting Schedule to Annex C

(D1)	Tender No.	_____
(D1)	Tender Description:	_____
(D1)	Designated product(s)	_____
(D1)	Tender Authority:	_____
(D1)	Tendering Entity name:	_____
(D1)	Tender Exchange Rate:	_____

Note: VAT to be excluded from all calculations

Pula EU GBP

A. Exempted imported content

Calculation of imported content

Summary

A. Exempted imported content											B. Exempted imported content	
Tender Item No's	Description of Imported content	Local Supplier	Overseas Supplier	Foreign currency values as per Commercial Invoice	Tender Exchange Rate	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT		Tender Qty	Exempted Imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D21)	(D15)	(D16)		(D17)	(D18)
(D19) Total exempt imported value												

(D19) Total exempt imported value	R 0
-----------------------------------	-----

**This total must correspond with
Annex C – C21**

B. Imported directly by the tenderer

Calculation of imported content

Summary

[illegible]

(D32) Total Imported value by tenderer	R 0
--	-----

C. Imported by a 3rd party and supplied to the Tenderer

Calculation of imported content

Summary

[illegible]

[illegible]

(D45) Total Imported value by 3rd party

R 0

D. Other foreign currency payments

Calculation of foreign currency Payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

Summary of payments

Local value of payments

(D51)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of Imported content & foreign currency payments D32), (D45) & (D52) above

R 0

**This total must correspond
with Annex C C-23**

Signature of tenderer from Annex B

Date:

Stormwater Pipes, Valves Products and Actuators – Annex E

SATS 1286.2011

Refer to item in the BOQ:

Annex E

Local Content Declaration – Supporting Schedule to Annex C

(E1)	Tender No.		<u>Note:</u> VAT to be excluded for all calculations
(E2)	Tender Description:		
(E3)	Designated Products)		
(E4)	Tender Authority:		
(E5)	Tendering Entity name:		

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	(E9) Total local products (Goods, Services and Works)		R 0

(E10)	Manpower costs	(Tenderer's manpower cost)	R 0
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R 0
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc)	R 0

(E13) Total local content	R 0
---------------------------	-----

This total must correspond with Annex C – C24

Signature of tenderer from Annex B

Date: _____

DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT AND LAND REFORM

Contract No.: DRDLR-RD-FS 001 (2023/2024)

**THE APPOINTMENT OF THE CONTRACTOR TO UNDERTAKE THE
REHABILITATION OF THE BALMACAR A DAM IN WEPENER UNDER
MANGAUNG METRO MUNICIPALITY IN THE FREE STATE PROVINCE**

PORTION 2: THE CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

AGREEMENTS AND CONTRACT DATA

INDEX

Section	Description	Page No
C1.1	FORM OF OFFER AND ACCEPTANCE.....	
C1.2	CONTRACT DATA.....	
C1.3	FORM OF GUARANTEE.....	
C1.4	OCCUPATIONAL HEALTH AND SAFETY AGREEMENT.....	

ContractorWitness 1Witness 2EmployerWitness 1Witness 2

DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT

Contract No: DRDLR-RID-FS 001 (2023/2024)

THE APPOINTMENT OF THE CONTRACTOR TO UNDERTAKE THE REHABILITATION OF
THE BALMACAR A DAM IN WEPENER UNDER MANGAUNG METRO MUNICIPALITY IN THE
FREE STATE PROVINCE

C1.1 FORM OF OFFER AND ACCEPTANCE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.1 FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

OFFER

THE APPOINTMENT OF THE CONTRACTOR TO UNDERTAKE THE REHABILITATION OF THE BALMACAR A DAM TO MEET THE REQUIRED SAFETY STANDARDS IN WEPENAAR AREA UNDER XHARIEP LOCAL MUNICIPALITY WITHIN THE FREE STATE PROVINCE

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

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

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

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

Rand (in words);

Rand (in figures) *(Should there be a discrepancy between the amount in words and the amount in figures then the amount in figures shall govern.)*

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 Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

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

FOR THE TENDERER:

Signature(s)

Name(s)

Capacity

(Name and address of organisation)

Name and Signature
of Witness

Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ACCEPTANCE

THE APPOINTMENT OF THE CONTRACTOR TO UNDERTAKE THE REHABILITATION OF
THE BALMACAR A DAM IN WEPENER UNDER MANGAUNG METRO MUNICIPALITY IN
THE FREE STATE PROVINCE STATE PROVINCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder'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 Bidder's Offer shall form an agreement, between the Employer and the Bidder 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
Section 1.1 (which includes this Agreement)
Section 1.2 (which includes this Agreement)
Section 2 Form of Bid

and drawings and documents or parts thereof, which may be incorporated by reference into Section 1 to Section 7 above.

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder 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 representative(s) of both parties.

The Bidder shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the, Conditions of Contract identified in the Contract Data. Failure to 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 of the acceptance of the Tenderer's Offer. Unless the Bidder (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

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

FOR THE EMPLOYER:

Signature(s) _____
Name(s) _____
Capacity _____

136 Charlotte Maxeke Street, Bloemfontein

Name and Signature
of Witness
Date _____

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SCHEDULE OF DEVIATIONS

Notes:

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

1 **Subject** _____

Details _____

2 **Subject** _____

Details _____

3 **Subject** _____

Details _____

4 **Subject** _____

Details _____

5 **Subject** _____

Details _____

6 **Subject** _____

Details _____

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder 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 bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FOR THE TENDERER:

Signature(s)

Name(s)

Capacity

(Name and address of organisation)

Name and Signature of Witness

Date

FOR THE EMPLOYER:

Signature(s)

Name(s)

Capacity

(Name and address of organisation)

Name and Signature of Witness

Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT AND LAND REFORM

Contract No: DRDLR-RD-FS 001 (2023/2024)

THE APPOINTMENT OF THE CONTRACTOR TO UNDERTAKE
THE REHABILITATION OF THE BALMACAR A DAM IN
WEPENER UNDER MANGAUNG METRO MUNICIPALITY IN THE
FREE STATE PROVINCE

C1.2 CONTRACT DATA

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.2.1 THE GENERAL CONDITIONS OF CONTRACT**PART 1: DATA PROVIDED BY THE EMPLOYER**

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

GENERAL

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

Clause	Description
1.1.1.13	The Defects Liability Period is 12 months.
1.1.1.14	The time for achieving Practical Completion from commencement of works is 05 months.
1.1.1.15	The Employer is DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT AND LAND REFORM
1.2.1.2	The address of the Employer is: Postal address: Private Bag X4376 BLOEMFONTEIN 9300 Physical address: 136 Charlotte Maxeke St, SA Eagle Building Bloemfontein, 9301 Project Manager: MS Sibongile Mankahla Postal address: Private Bag X4376 BLOEMFONTEIN 9300 Tel: 051 400 4200 Cell: 071 331 6342 E-mail: Sibongile.Mankahla@dalrrd.gov.za
1.1.1.16	The Employer's Agent is Durapi Consulting (Pty) Ltd
1.2.1.2	The address of the Employer's Agent is: Contact Person: Mr Tishan Govender Physical address: 37 Homestead Road Rivonia Sandton Tel: 011 312 8629/8599 Cell: E-mail: tishan@durapi.co.za
1.1.1.26	The Pricing Strategy is re-measurement Contract.
1.3.2	Law of the country applicable to the project: South Africa

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1.3.3	The tender documents have been drafted in English. The contract arising from the invitation of tender shall be interpreted and construed in English.
3.2.3	The Employer's Agent shall obtain 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: a) Approve extension of time for practical completion in terms of Clause 5.12.1; b) Approve imposition of penalty for delay in terms of Clause 5.13.1; c) Issue of a Variation Order in terms of Clause 6.3.2; and d) Approve the use of contingency funds
5.1.1	The non-working days are Sundays
5.8.1	The special non-working days applicable to this contract are: a) Public Holidays; and b) The traditional year-end breaks provisionally commencing: • 15 December 2023 and ending on 08 January 2024; Changes in the provisional dates will be coordinated between the Employer's Agent and the Contractor
5.3.1	The documentation required before commencing with the Works are: a) Health and Safety Plan (Refer to Clause 4.3); b) Initial programme (Refer to Clause 5.6); c) Detailed cash flow forecast (Refer to Clause 5.6); d) Security (Refer to Clause 6.2); e) Insurance (Refer to Clause 8.6); f) Proof of registration with the Workman's Compensation Commissioner; g) Valid original copy of Tax Clearance Certificate; and h) Written acceptance of appointment. i) Signed Contract. j) Socio- Economic Development (SED) Plan (Refer to Part C3 C 3.3.1)
5.3.2	The time to submit the documentation required before commencement of the Works is 28 days.
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site Information.
5.9.1 & 5.9.2	Instructions issued on site are to be recorded in a site instruction book which is to be supplied and maintained on site by the contractor
5.13.1	It is therefore the contractor's responsibility to ensure that Practical Completion is achieved by the due date, failing which the penalty for failing to complete the works is: the lesser of R 5 000 or 1/20 of 1% of the offered total of prices excluding VAT per calendar day. such time that works are completed in full.
5.14.1	The requirements for achieving Practical Completion are the practical completion of the following: • All civil works pertaining to the rehabilitation of the existing dam ➢ Embankment Crest ➢ Spillway ➢ Upstream Face ➢ Augment Catchment Channels ➢ Outlet Chamber • All mechanical and electrical installations. • Commissioning of the works. • Full payment of all labourers and subcontractors. • Any other work that the Employer's Agent consider necessary to justify Practical Completion notified to the Contractor, following the Contractor's written request for a Certificate of Practical Completion
5.16.3	The latent defects periods are: 10 years for civil engineering works; 5 years for building works; 3 years for mechanical engineering works; and 3 years for electrical engineering works.
6.8.2	The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: The values of the coefficients are: • a = 0.15 Labour

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	• b = 0.20 Contractor's equipment • c = 0.55 Material • d = 0.10 Fuel The indices as follows are published by Statistics South Africa and shall be agreed on at commencement: • "L" is the "Labour Index"; • "P" is the "Contractor's Equipment Index"; • "M" is the "Materials Index"; and • "F" is the "Fuel Index". The base month "0" is April 2023
6.10.1.5	Materials and goods brought onto the site prematurely shall not be authorised for payment. Materials and goods stored off site shall not be authorised for payment The Employer shall pay the Contractor the amount certified within 30 (thirty) calendar days from the date of receipt of the Contractor's original VAT Invoice in support of payment certificate at the Physical address of the Employer. Where prices are submitted by the contractor or subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of this agreement and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the employers agent wish to accept any such prices prior to the issue of the certificate of final completion, it shall be in writing
6.10.3	The limit of retention money is 10% of the contract value
8.6.1.1.2	No Plant and material will be supplied by the Employer
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 2,500,000.00
8.6.1.3	The Contractor will affect Contract Works Insurance to be limited to, the Tender amount including VAT plus 20%, and Public Liability to be limited to R5 000 000 under the contract. The Employer will not provide for any insurance as it will be provided for by the Contractor.
10.5.1	Dispute resolution shall be by standing adjudication
10.5.3	The number of Adjudication Board Members to be appointed is one
10.7.1	The determination of disputes shall be by arbitration

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART 2: DATA PROVIDED BY THE CONTRACTOR

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

GENERAL

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

Clause	Description														
1.1.1.9	The name of the Contractor is:														
1.2.1.2	The address of the Contractor is: Contact Person: Tel: Fax: Address (Physical): Address (Postal) E-mail:														
6.2.1	The security to be provided by the Contractor shall be one of the following: <table border="1" style="width: 100%;"> <thead> <tr> <th>Type of Security (VAT to be excluded from the Contract Sum and the value of the Works for calculating the percentages)</th><th>Contractors Choice: Yes/No</th></tr> </thead> <tbody> <tr> <td>Cash deposit of _____% of the Contract Sum</td><td></td></tr> <tr> <td>Fixed Performance Guarantee of _____% of the Contract Sum</td><td></td></tr> <tr> <td>Variable Performance Guarantee of _____% of the Contract Sum for the first period and _____% of the Contract Sum for the second period.</td><td></td></tr> <tr> <td>Retention of _____% of the Contract Sum plus retention of _____% of the value of the Works.</td><td></td></tr> <tr> <td>Fixed Performance Guarantee of _____% of the Contract Sum plus retention of _____% of the value of the Works</td><td></td></tr> <tr> <td>Variable Performance Guarantee of _____% of the Contract Sum for the first period and _____% of the Contract Sum for the second period plus retention of _____% of the value of the works.</td><td></td></tr> </tbody> </table>	Type of Security (VAT to be excluded from the Contract Sum and the value of the Works for calculating the percentages)	Contractors Choice: Yes/No	Cash deposit of _____% of the Contract Sum		Fixed Performance Guarantee of _____% of the Contract Sum		Variable Performance Guarantee of _____% of the Contract Sum for the first period and _____% of the Contract Sum for the second period.		Retention of _____% of the Contract Sum plus retention of _____% of the value of the Works.		Fixed Performance Guarantee of _____% of the Contract Sum plus retention of _____% of the value of the Works		Variable Performance Guarantee of _____% of the Contract Sum for the first period and _____% of the Contract Sum for the second period plus retention of _____% of the value of the works.	
Type of Security (VAT to be excluded from the Contract Sum and the value of the Works for calculating the percentages)	Contractors Choice: Yes/No														
Cash deposit of _____% of the Contract Sum															
Fixed Performance Guarantee of _____% of the Contract Sum															
Variable Performance Guarantee of _____% of the Contract Sum for the first period and _____% of the Contract Sum for the second period.															
Retention of _____% of the Contract Sum plus retention of _____% of the value of the Works.															
Fixed Performance Guarantee of _____% of the Contract Sum plus retention of _____% of the value of the Works															
Variable Performance Guarantee of _____% of the Contract Sum for the first period and _____% of the Contract Sum for the second period plus retention of _____% of the value of the works.															

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT AND LAND REFORM

Contract No: DRDLR-RD-FS 001 (2023/2024)

THE APPOINTMENT OF THE CONTRACTOR TO UNDERTAKE THE REHABILITATION OF
THE BALMACAR A DAM IN WEPENER UNDER MANGAUNG METRO MUNICIPALITY IN THE
FREE STATE PROVINCE

C1.3 FORM OF GUARANTEE

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.3 Construction Guarantee (Pro-Forma)

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means

Physical address
.....

Guarantor's signatory 1 Capacity

Guarantor's signatory 1 Capacity

Employer means **DEPARTMENT OF AGRICULTUR LAND REFORM AND RURAL DEVELOPMENT**

Contractor means

Agent means
(Compiler to insert name of agent)

Works means
(Compiler to provide reference number and title of contract)

Site means
(Compiler to enter site as described in the Contract Data)

Agreement means the General Conditions of Contract for Construction Works 2010

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

Amount in figures R

Amount in words (Rand)

Guaranteed Sum means the maximum aggregate amount of R

Amount in words (Rand)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

- 2 The Guarantor hereby acknowledges that:

- 2.1 Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
- 2.2 Its obligation under this Guarantee is restricted to the payment of money.
- 3 Subject to the Guarantor's maximum liability referred to in clauses 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:
- 3.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2
- 3.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor.
- 3.3 A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.
- 4 Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee stating that:
- 4.1 The Agreement has been cancelled due to the Contractor's default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation; or
- 4.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order.
- 5 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor's maximum liability in terms of clause 1.
- 6 Where the Guarantor is a registered insurer and has made payment in terms of clause 4, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 7 Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor
- 9 The Guarantor chooses the physical address as stated above for all purposes in connection herewith.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 10 This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired
- 11 This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for the purpose of obtaining a court order.
- 12 Where this Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at Date

Guarantor's Signatory 1 Guarantor's Signatory 2

Witness 1 Witness 2

Guarantor's seal or stamp

LIST OF INSTITUTIONS FROM WHICH CONTRACT SURETIES CAN BE ACCEPTED:

1. ABSA Bank
2. Credit Agricole Indosuez (South Africa Branch)
3. Development Bank of South Africa
4. FirstRand Bank
5. ING Bank N.V. (South Africa Branch)
6. Investec Bank
7. Landbank
8. National Housing Finance Co.
9. Nedcor Bank
10. South African Reserve Bank
11. Standard Bank
12. AIG South Africa
13. Credit Guarantee Insurance Co
21. Emerald Insurance Company
15. Federated Employers Mutual Assurance Co
16. Global Insurance Company
17. Guardrisk Insurance Company
18. Hannover Re:
19. Home Loan Guarantee Company
20. Lion of Africa Insurance Company
21. Metropolitan Life

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 22. Metropolitan Odyssey Ltd
- 23. MUA Insurance
- 24. Mutual & Federal Insurance Company
- 25. Rand Mutual Assurance Company
- 26. Regent Insurance Company
- 27. SA Eagle Insurance Company
- 28. Lombard Insurance

NB: The above list is not exhaustive and surety will be accepted from other accredited financial institutions.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT AND LAND REFORM

Contract No: DRDLR-RD-FS 001 (2023/2024)

THE APPOINTMENT OF THE CONTRACTOR TO UNDERTAKE THE REHABILITATION OF THE BALMACAR A DAM IN WEPENER UNDER MANGAUNG METRO MUNICIPALITY IN THE FREE STATE PROVINCE

C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

This agreement is mandatory for all contractors appointed by the Department of Rural Development and Land Reform.

This agreement is between:

THE CONTRACTOR:

Herein represented by

In his capacity asBeing duly authorized hereto hereinafter referred to as “contractor”.

Compensation Commissioner Number:

(Attach a copy of the Registration Certificate to this agreement)

Company : Name:
Registration Number:

CEO : Name:
ID Number:
Physical Address:
.....

And the

DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT
(Hereinafter referred to as “the Department”)

1. DEFINITIONS

- 1.1 **CONTRACTOR** Means the “Contractor” as defined in the “Principal Contract” Annexed hereto in his capacity as mandatory.
- 1.2 **MANDATORY** Includes an agent, contractor or subcontractor for work to be done or service rendered, but without derogating from his status in his own right as an employer of people or user of equipment, machinery, tools or materials.
- 1.3 **THE PRINCIPAL CONTRACT** Means the contract annexed hereto as annexure “A”.
- 1.4 **DEPARTMENT** Means the Department of Rural Development and Land Reform.
- 1.5 **RISK CONTROL OFFICER** A person appointed in writing by Department.
- 1.6 Any definitions contained in any Statute hereinafter mentioned shall have the meaning allocated to it by the specific statute.

2. OBJECTIVE

- 2.1 Whereas Department and the Contractor have entered into a contract for service (work) as fully indicated in the “Principle Contract” and whereas the “Contractor” agreed to indemnify Department against the risks stated hereunder whether foreseeable or not, and, whereas it is agreed between the parties that it

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

is of cardinal importance to safeguard both Department and the Contractor's obligation in terms of relevant legislation as well as to extend the obligation as a company and/or legal person and/or person as an entity concerned with health, safety and the environment.

- 2.2 These rules are applicable to all contractors performing work for Department within the jurisdictional area of the Department and on any premises which are owned, rented or developed by the Department.
- 2.3 The Department acts through those officials or persons who are generally or specifically charged with the responsibility, in terms of legislation, as well as any other official or person who is generally or specifically charged with the control and supervision of the project.

IT IS HEREBY AGREED AS FOLLOWS:

3. INDEMNITIES

- 3.1 The "Contractor" hereby indemnifies the "Department" against any loss in respect of all claims, proceedings, damages, costs and expenses arising out of any claim or proceeding pertaining to the non-compliance by the "Contractor" of any statutory requirements and/or requirements regarding the following Acts in particular pertaining to the provisions of:
- 3.1.1 The Occupational Health and Safety Act 85 of 1993 (as amended), including the Construction Regulations, 2003 as promulgated on 18 July 2003, in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), in Government Gazette No. 25207 and Regulation Gazette No. 7721. See Annexure B.
 - 3.1.2 The Health Act 63 of 1977.
 - 3.1.3 Road Traffic Act 29 of 1989 (as amended).
 - 3.1.4 Environment Conservation Act 73 of 1989.
 - 3.1.5 The National Water Act 36 of 1998.
 - 3.1.6 The Criminal Procedure Act 51 of 1977.
 - 3.1.7 The Explosives Act 26 of 1956.
 - 3.1.8 The Arms and Ammunition Act 75 of 1969.
 - 3.1.9 Compensation for Occupational Injuries and Diseases Act 130 of 1993.
 - 3.1.10 The Labour Relations Act 66 of 1995.
 - 3.1.11 The Unemployment Insurance Act 30 of 1966 (as amended).
 - 3.1.12 The Basic Conditions of Employment Act 75 of 1997 (as amended).
 - 3.1.13 Standards Act 29 of 1993.
 - 3.1.21 any statutory provisions in any act and/or any law or bylaw of any local government and/or any published official standard incorporated into any statute or bylaw relating to the completion of the work set out in the "Principal Contract".
 - 3.1.15 Any other health and safety standard prescribed by the "Department".
- 3.2 The "Contractor" shall ensure that he familiarizes himself with the requirements of the above legislation and that he, his employees and any subcontractor will comply with all the statutory provisions contained in them.
- 3.3 The "Contractor" shall indemnify the "Department" in respect of any physical loss or damage to any plant, equipment or other property belonging to the "Contractor" or for which he is responsible and he hereby indemnifies the "Department" against any loss in respect of all claims, proceedings, damages, costs and expenses consequent upon the loss of or damage to any plant, equipment or other property belonging to, or which is the responsibility of, any subcontractor, agent or employee of the subcontractor.
- 3.4 The "Contractor" shall and hereby indemnifies the "Department" against any liability, loss, claim or proceedings whatsoever, whether arising in common law or by statute, consequent on personal injuries to or the loss of health or death of any person whatsoever arising out of or in the course of or caused by the execution of the "Principal Contract".
- 3.5 The "Contractor" shall and hereby indemnifies the "Department" against any liability, loss, claim or proceedings consequent on loss of or damage to any movable or immovable property arising out of or in the course of or caused by the execution of the "Principal Contract" and due to any act or omission of the "Contractor", his agents, servants or subcontractors.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4. PERFORMANCE SAFE WORKING PRACTICE

- 4.1 The "Department" requires a high standard of safe work performance from all employees and expects that the standard be maintained by the "Contractor" within the "Department's" jurisdictional area or on its premises.
- 4.2 Irrespective of human considerations, the maintaining of these health and safety rules shall be the execution of the prescribed legal requirements. These rules are not to hinder the "Contractor" in rendering services or indemnify the "Contractor" from any legal responsibility to ensure healthy and safe work circumstances.
- 4.3 The "Department" shall assist the "Contractor" in any practical considerations to accommodate the healthy and safe execution of work and therefore require co-operation in the execution of these safety rules.

5. LOCK OUT PROCEDURE

- 5.1 When power or air driven machines or equipment, electrical apparatus or pipe lines are examined, repaired, adjusted, cleaned, lubricated or serviced in any other way than normal servicing, then all isolating switches, -levers, valves or appliances must be put in the "off" or "closed" position and locked.
- 5.2 Should more than one team work on a machine, then each person in control of a team, must put a separate lock on the switch, lever, valve or appliance.

6. CRANES, VEHICLES AND HOISTING

- 6.1 For each crane or hoisting equipment used, the "Contractor" must submit a valid and recent test certificate or other form of the last examination of the machine or equipment, to the "Department".
- 6.2 Only trained personnel with written permission and where determined by Law, with a valid driver's license, may be allowed to operate any electrical diesel or petrol driver overhead crane, hydraulic or electrical hoisting equipment, self-driven forklift, tractor or any other crane or vehicle. No employee of the "Contractor" may perform any overhead work or work on an overhead crane or hoisting equipment or work near cranes or crane rail, before:
- i) An agreement was concluded with the "Department".
 - ii) Approval has been obtained from the "Department" to perform the work.
 - iii) All applicable danger – and warning symbolic signs are put into position, or exemption, if applied for, is in operation.
- 6.3 The "Contractor" shall be wholly responsible for any loss or damage to cranes, hoisting equipment, plant, machines or equipment brought onto the work site by the "Contractor"

7 MACHINE VALANCES, PROTECTION AN FENDING

- 7.1 No machine valances, protection or fencing may be removed from machines, manholes, etc without the written permission of "Department" if applicable exemption procedures were not appropriated.

8 SCAFFOLD, LADDERS, TOOLS AND EQUIPMENT

- 8.1 No equipment or appliance belonging to "Department" may be used without written permission from "Department".
- 8.2 Unless prior arranged, "Contractors" must bring sufficient tools and equipment to the site to finish the contract, including offices and storerooms. The mentioned equipment remains the responsibility of the

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- “Contractor” with respect to loss, damage and theft.
- 8.3 In exceptional cases, where tools and equipment belonging to “Department” are used to finish the contract, the said equipment and tools are used on own risk and the “Contractor” indemnifies “Department” from any claims that may arise. The said indemnity must be in writing, as well as information regarding the loan period, identification and condition of tools and equipment. The “Contractor” is responsible for the returning of said tools and equipment in the same condition or better. The “Contractor” is responsible to “Department” for any damage or excessive wear of such tools or equipment and material.

9 EXCAVATIONS

- 9.1 Before any excavations commence, written permission must be obtained from “Department” to confirm the location of existing electrical cables, water pipes, etc.
- 9.2 All excavations and obstructions in floor, tar and dirt surfaces must be fenced effectively and safeguarded between sundown and sunup with a sufficient amount of red/yellow warning lights and symbolic signs.
- 9.3 The surrounding area must be kept clean, safe and tidy during excavation. Excess material may not obstruct unnecessarily.
- 9.4 If any property is in danger during excavation, it must be supported and the proposed support work must be submitted to the Department of Labour (OHS) and “Department” for approval.
- 9.5 Written permission must be obtained from “Department” to grant admittance to restricted areas as well as areas where dangerous or poisonous gases are present.

10 FIRST AID

- 10.1 The “Contractor” must provide and maintain a first aid box equipped according to legal requirement where more than (5) five persons are employed. The first aid box must be in the care of a person with a competency certificate from one of the following organizations:
- (i) SA Red Cross Association;
 - (ii) St Johns Ambulance;
 - (iii) SA First Aid League; or
 - (iv) A person or organization approved by the Chief inspector for this purpose.
- 10.2 A visible notice must be put up on any work premises with the name of the person responsible for first aid. In an emergency “Department’s” Ambulance / Fire Department or emergency services may be contacted at

11 FLAMMABLE LIQUIDS

- 11.1 The “Contractor” shall be held responsible for the necessary precautionary fire prevention measures. No smoking signs must be put up where applicable. The “Contractor’s” employees must be informed of “Department’s” fire prevention measures and evacuation procedures.

12 COMPENSATION BY CONTRACTOR

- 12.1 The “Contractor” shall be held responsible for all loss of and damage to property, the death or injury of persons, the resultant loss or damage suffered as well as all law suits, claims, costs, charges, fines and expenses due to negligence, violation of statutory liability or neglect of the “Contractor” or the “Contractor’s” employees.

13 TRANSGRESSION OF RULES AND MISBEHAVIOUR

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- 13.1 The “Contractor” is warned that any act(s) leading to damage or loss of employees of the “Contractor” or the “Department” shall not be tolerated. The “Department” may (without any reason) demand that any employee of the “Contractor” be withdrawn from the principal “Contract” or site.

21 INCIDENT REPORTING

- 21.1 All incidents referred to in Section 24 of the Occupational Health and Safety Act and or other incidents shall be reported, by the “Contractor”, to the Department of Labour, as well as to the “Department” and should such an incident take place outside normal working hours, on a Saturday, Sunday or Public holiday to The “Department” shall further be provided with a written report relating to any incident.
- 21.2 The “Department” will obtain an interest in the issue of any formal inquiry conducted in terms of the Occupational Health and Safety Act in any incident involving the “Contractor” and/or his employees and/or his subcontractors.
- 21.3 The “Contractor” undertakes to report to “Department” anything deemed to be unhealthy and/or unsafe and that he undertakes to verse his employees and/or subcontractors in this regard.

15 LIAISON AND SUPERVISION

- 15.1 The “Contractor” hereby undertakes to liaise on a regular basis with the designated Risk Control Officer and “Department” representative regarding any hazards or incidents that may be identified or encountered during the performance of the “Principal Contract”.

16 SERVICE INTERRUPTION

- 16.1 Should any work done by the “Contractor” cause a possible interruption, written permission must be obtained from “Department”, before such work commences. The “Contractor” may not switch on or off any compressed air, steam, oxygen, vacuum supply or electrical supply without written permission from the “Department”.

17 CONFIDENTIALITY

- 17.1 The “Contractor” and his employees shall regard all data, documentation and information of the contract and related documentation as confidential.
- 17.2 Lost documentation/plans or related documentation shall immediately be reported in writing to the “Department”.
- 17.3 The “Contractor” shall not put up any advertisements or billboard at the site without permission.
- 17.4 The “Contractor” shall not take photographs of the contract site or part thereof or any work process or part thereof, without written permission from the “Department”, or have photographs taken, published or let it be published.

18 CONTRACT SITE AND PRESERVATION

- 18.1 Employees of the “Contractor” shall not be allowed entrance to the site unless a valid identity document, issued by “Department”, is displayed. The mentioned documents shall only be valid for a limited period, where after it must be renewed.

19 COMPLETION OF WORK

- 19.1 The “Contractor” or his employees shall not leave the contract site before the “Department” is satisfied that the contract is completed according to the requirements and standards set out in the contract and that the working site is left in a satisfactory and safe condition.

20 LIQUOR, DRUGS, DANGEROUS WEAPONS AND FIREARMS

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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- 20.1 The "Contractor" shall ensure that no liquor, drugs, dangerous weapons or firearms be brought onto the premises.

21 SEARCHES

- 21.1 The "Contractor" and any person engaged in the contract work may at any time be searched by "Department" appointed security personnel and all packages, suitcases, etc. must be presented to the access control point for examination prior to them being brought onto the property or leaving the property.

22 GENERAL CONDITIONS

- 22.1 Notwithstanding anything to the contrary in this agreement, it is hereby specifically determined that the "Contractor-"
- 22.1.1 shall have acquainted himself and be conversant with the contents of all statutory provisions applicable to the health and safety of workers and other persons on the site including the execution of the work, and in particular the conditions contained in the Occupational Health and Safety Act, 1993 (Act 85/1993), and the regulations promulgated in terms thereof, and shall comply therewith meticulously and in all aspects and/or take care that it is complied with;
- 22.1.2 shall be obliged to immediately execute all instructions given to him by an authorized representative of "Department" in order to ensure and uphold the implementation and enforcement of the provisions referred to in sub-paragraph 1, to the satisfaction of the said representative;
- 22.1.3 shall indemnify the "Department" against any or all liability which may be incurred by the "Department" as a result of the omission of the "Contractor", his employees, sub-contractors and/or representatives to comply with the provisions referred to in sub-paragraph 1, or to ensure that it shall be complied with;
- 22.1.4 shall undertake to pay upon demand any and/or all legal costs and other expenses which "Department" may have incurred as a consequence of any criminal charges or other proceedings pending against, or involving the "Department" as a result of the contravention or non-compliance by the "Contractor", his employees, sub-contractors and/or representative of any of the statutory provisions referred to in sub-paragraph 1.
- 22.1.5 Should the "Contractor" neglect to immediately execute any health and safety written orders issued to him, or to his employee in charge of the works, in terms of the stipulations of sub-paragraph 2, the "Department" shall be entitled to suspend the execution of the works and take the necessary steps to execute or have such order executed. Under these circumstances the contractor shall be obliged to pay "Department", upon demand, all costs and expenses incurred by "Department", in order to execute or have the said orders executed.
- 22.1.6 Should the abovementioned steps not establish a healthy and safe work environment the "Department" will be entitled to terminate the contract without incurring any further costs or claims from the contractor.

23 "CONTRACTOR" IDENTIFICATION BOARD

- 23.1 The "Contractor" shall provide on any work premises a temporary identification board containing at all worksites the following information:

Company name

On behalf of which division/department the work is being done

The contact number and name of the person representing the "Contractor"

The contact number and name of the person representing "Department"

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

24. ACKNOWLEDGEMENT

24.1 The "Contractor" hereby acknowledges that he has read and received a copy of the "Principal Contract" and agrees to be bound by and undertakes to observe all the terms and conditions of the "Principal Contract". This appointment is made in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993.

25. EXCEPTIONS AND OMISSIONS

26. REMARKS

THE CONTRACTOR

SIGNED AT ON THIS DAY OF

WITNESSES:

.....
THE CONTRACTOR

1.
2.

THE DEPARTMENT

SIGNED AT ON THIS DAY OF

WITNESSES:

.....
THE DEPARTMENT

1.
2.

ContractorWitness 1Witness 2EmployerWitness 1Witness 2

INDEMNITY CERTIFICATE

Contractor : _____
Employer : Department of Agriculture Land Reform and Rural Development
Contract : _____

I/we _____ Hereafter the “Contractor”

“Contractor” hereby indemnifies the Department against any claim of whatever sort which may arise directly or indirectly from the execution by me/us of the above-mentioned contract and which may be instituted against “Department”, as well as of any loss or damage which the “Department” suffers or expenditure the “Department” incurs to prevent responsibility for such claim, loss or damage, whatever the cause of such claim may be or whatever loss or damage the “Department” suffers.

THUS done and signed at _____ on this _____ day of _____ 200....

WITNESSES:

1. _____

CONTRACTOR
2. _____

DEPARTMENT

R 2
REVENUE STAMP

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ACKNOWLEDGEMENT CERTIFICATE

I, in my capacity as.....

Duly authorized hereto.....representing

..... Contractors, acknowledge receipt
Of a copy of the Department’s safety manual for contractors and the under mentioned person as my supervisor regarding
all works and services which must be executed by the Contractor. The appointment is done in terms of the Occupational
Health and Safety Act, 1993 (Act 85/1993).

SIGNED AT ON 200...

I, accept the abovementioned appointment, and
declare that I am familiar with the contents of the Department Safety Manual for contractors.

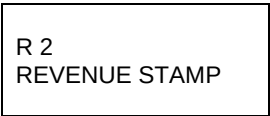
CASUALTIES REGISTRATION NUMBER

SIGNED AT ON 200....

SIGNATURE:

WITNESSES: 1.
2.

A copy of this certificate shall be submitted to the “Department” before any work commences.



ContractorWitness 1Witness 2EmployerWitness 1Witness 2

PART C2: PRICING DATA

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C2.1 – PRICING INSTRUCTIONS

GENERAL

Measurement and payment shall be in accordance with Clause 8 of the SANS 1200 Standardised Specifications for Civil Engineering Construction.

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 and Part C of each Standardised Specification, read together with the relevant clauses of Part C3: Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified.

Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill of Quantities, the Employer's Agent shall direct the applicable requirements.

The clauses in a specification in which further information regarding the listed items in the Bill of Quantities can be obtained appear under "Payment Reference" column.

The reference clauses indicated are not necessarily the only sources of information in respect of billed items. Further information and set specifications may be found in Section C3 Project Specifications. Standardised Specifications are identified by the letter or letters which follow "SANS" in the SANS 1200 series of specifications, e.g., G for SABS 1200 G.

Unless otherwise stated, items are measured nett in accordance with the drawings and no allowance is made for waste. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due only.

The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the various items. The prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. The prices will be used as a basis for assessment of payment for additional work that may have to be carried out.

It will be assumed that prices included in these Bill 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 or www.iso.org for information on standards).

Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items.

A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities and recorded as zero. A single lump sum will apply should a number of items be grouped together for pricing purposes.

Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	percent
H	=	hour
Ha	=	hectare
Kg	=	kilogram
Kl	=	kilolitre
Km	=	kilometre
kW	=	kilowatt
L	=	litre
M	=	metre
mm	=	millimetre
l/min	=	Litre per minute
m/s	=	Meter per second
kPa	=	kilopascal
MPa	=	megapascal
m ²	=	square metre
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
No	=	number
PC sum	=	Prime Cost sum
Prov Sum	=	Provisional Sum
sum	=	lump sum
T	=	ton (1 000 kg)

The parts of the contract to be constructed using labour-intensive methods have been marked in the Bill of Quantities with the letters LI in a separate column filled in against every item so designated.

The works, or parts of the works so designated, are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification included with this document as Annexure D: EPWP Guidelines.

Payment for items which are designated to be constructed labour-intensively will not be made unless they are constructed using labour-intensive methods. Any unauthorised 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.

DOCUMENTS MUTUALLY EXPLANATORY

The documents forming the Contract are to be taken as mutually explanatory of one another. The bills of quantities forms an integral part of the Contract Documents and shall be read in conjunction with the Tender Data, Contract Data, Scope of Work, Site Information, General and Special Conditions of Contract, the Specifications and the Drawings.

DEFINITIONS

For the purpose of this bills 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 Scope of Work and Site Information.

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

Rate : The payment per unit of measurement at which the Contractor contracts to do the work.

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

Sum : An amount contracted for an item, the extent of which is described in the bills of quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

DESCRIPTIONS

Descriptions in the bills of quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the bills, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.

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

CURRENCY

All rates and sums of money quoted in the bills of quantities shall be in Rand and whole cents. Fractions of a cent shall be discounted.

VALUE ADDED TAX

Value Added Tax shall be excluded from the rates and sums contracted for the various items of work included in the bills of quantities. VAT will be added as a single entry to the summary.

RATES AND PRICES

10.1 General

The Contractor must price each item in the bills of quantities in BLACK INK. Reproduced computer printouts of the bills of quantities will not be acceptable.

The rates and prices to be inserted in the bills of quantities shall cover all the services and incidentals for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted, as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Data, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts contracted for the items in the bills of quantities. Separate additional payments will not be made.

A price or rate is to be entered against each item in the bills of quantities, whether the quantities are stated or not. An item against which a NIL price is entered will be considered to be covered by the other prices or rates in the bills. The Contractor will not be paid for items against which no rate or lump sum has been entered in the bills of quantities.

Should the Contractor group a number of items and contract one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.

Should the Contractor indicate against any item that compensation for such item is included in another item, the rate for the item included in another item shall be deemed nil.

A submission may be regarded as non-responsive if any rates or lump sums in the bills of quantities are, in the opinion of the Employer, unreasonable or out of proportion.

10.2 "Rate only" items

The Contractor shall fill in a rate (in the rate column) against all items where the words "rate only" appear in the Amount column, which rate will constitute payment for work which may be done in terms of this item. Such "rate-only" items are used where it is estimated that little or no work will be required under the item or where the item is to be considered as an alternative to another item for which a quantity is given.

10.3 Arithmetic

Excepting where Sum Amounts are required or where Provisional Sums have been indicated, the Contractor shall enter an applicable rate in the Rate Column of the bills of quantities for each bill item. He shall also enter an appropriate sum in the Amount column for each bill item, by determining in the applicable line item the product of the Quantity and the Unit Rate.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

VARIATION IN TEXT

No alteration, erasure or addition is to be made in the text of the bills of quantities. Should any alteration, erasure or addition be made, it will not be recognised; the original wording of the bills of quantities will be adhered to.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C2.2 BILL OF QUANTITIES

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Section No	SANS Ref	Description	Number of Pages	Special Instructions
Section 1	1200A	Preliminary & General	1	Calculate& carry over to summary.
Section 2	1200DE	Earthworks	1	Calculate& carry over to summary.
Section 3	1200LE	Stormwater Drainage	1	Calculate& carry over to summary.
Section 4	1200A	Provisional Sums	1	Calculate& carry over to summary.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THE CONTRACT PART C3: SCOPE OF THE WORKS

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.1: DESCRIPTION OF THE WORKS

3.1.1 EMPLOYER'S OBJECTIVES

The Employer's objective is THE APPOINTMENT OF THE CONTRACTOR TO UNDERTAKE THE REHABILITATION OF THE BALMACAR A DAM IN WEPENER UNDER MANGAUNG METRO MUNICIPALITY IN THE FREE STATE PROVINCE

The contractor is expected to make available short-term employment opportunities and skills development to local unemployed people from the beneficiary community.

3.1.2 OVERVIEW OF THE WORKS

The Project entails the rehabilitation of the existing dam, located in FREE STATE. The project includes, but is not necessarily limited to the following trades:

Embarkment Crest

- Carefully remove all the trees on the crest, ensuring the earth wall is not compromised during the removal
- Any holes/crevices etc are to be immediately sealed off to prevent any water seeping.
- Clear and grub top of the crest
- Rip and recompact 150mm thick layer of existing in-situ material on the top of the crest to at least 90% MODAASHTO.
- Import two layers of G5/G6 material place it in 150mm layers and compact to 95% MOD AASTHO.
- Place topsoil and plant the erosion protection grass on top of the new crest.

Spillway

- Survey the existing spillway.
- Remove all the trees on the spillway. *(Refer to drawing SC – 001 Rev 0)*
- Redesign and construct the spillway to meet the safety requirements. *(Refer to drawing SC – 001 Rev 0)*

Upstream Face

- Remove all the trees on the upstream face to the full length of the dam wall. Refer to drawing
- Repair the worn-up rip rap protection to the full length of the dam wall.

Augment Catchment Channels

- Remove the existing stormwater pipes and replace them with 4 x 850dia concrete pipes.
- Construct two concrete headwalls as per designs.
- Formalised the drainage channel on the left of the embankment not to encroach on the dam wall.

Outlet Chamber

- Construct new Valve chamber.
- Install new mechanics works.



Note:

Geotechnical, Environmental and Survey Investigations, findings and recommendations

- Works are to be carried out in accordance with findings and recommendations from these disciplines.
- Environmental Permits and all/any other necessary application and permits will be on the onus and responsibility of the Contractor.

3.1.3 EXTENT OF THE WORKS

3.1.3.1 Extent and Scope

This contract comprises the supply of labour, materials, plant, equipment, transport and management for the completion of the Works.

The above merely provides an overview to describe the extent of the contract and in no way relieves the Contractor of fulfilling the full scope of the works described in the tender documentation.

NOTE: Tenderers are required to allow in their tendered prices for the supply of all necessary materials and equipment, the supply and use of tools, the provision, operation and maintenance of all Contractor's plant and equipment, the supply and supervision of all labour and workmanship and everything and every service necessary for the construction, completion and maintenance of the Works in the manner required by the Contract and to the entire satisfaction of the Engineer.

3.1.3.2 Available facilities

The Contractor shall make his own arrangements with the necessary authorities for the supply of electricity, telephones, water for testing as well as potable water for drinking.

3.1.4 LOCATION OF THE WORKS

The proposed site is located in Boesmanskop, Balmacara Farm in the Free State Province, under Mangaung, Metro Municipality, The GPS co-ordinates are as follows: -29°92'21.25'S, 27°15'70.99'E

3.1.5 TEMPORARY WORKS

The temporary works for the Contractor's establishment is:

- Clearing of identified site and surroundings to create accessible working areas, as required, including excavation, filling of low areas, and compacting of soil.
- Installation of temporary lighting, water supply, and the provision of temporary drainage facilities, to enable of erection of the Contractor's Camp.
- Installation of Contractor's camp, complete with all offices, parking spaces, workshops, laboratories, storage facilities, ablution facilities, changing area, dining area etc.
- Installation of fencing and access control around the Contractor's Camp.
- Installation of all statutory and specified signage

The remaining temporary works will consist of the following:

- Placing of benchmarks along the Site to enable setting out of the Works.
- Provision of temporary electrical supply around the Site to enable the construction of the Works.

- Construction of temporary construction / bypass roads around the Site to enable access to various portions of the Works.
- Establishment, operation, and maintenance of an engineering quarry for the procurement of suitable construction material, including all crushing and screening requirements.
- Establishment, operation, and maintenance of a batching plant to enable the batching of concrete.
- Establishment and maintenance of river diversion works and coffer dams (where necessary).
- Establishment, monitoring, maintenance, and rehabilitation (where necessary) of storm water control works, including a storm water run-off and pollution control dam.
- All formwork and falsework required to construction all parts of the work.
- Establishment and de-establishment of the construction yard, complete with all the required offices, workshops, laboratories, storerooms and facilities, ablution areas, dining areas etc. as may be required by the Works.
- Handling and dealing with water for the duration of the construction period.

The above detailed temporary works may be expanded or changed by the Employer’ s Agent in the event that the circumstances on site necessitate any changes.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.2 ENGINEERING

3.2.1 EMPLOYER’S DESIGN

The Contractor undertakes construction of the Works on the basis of designs issued by the Employer, and shall follow the specification, the design, and construction drawings as laid out in this Contract.

3.2.2 DESIGN BRIEF

The Contractor is responsible for the design of all temporary works, safe in terms of to the prevailing statutory requirements.

In addition, the Contractor is responsible for the design of all works procured through specialist subcontractors, safe to the terms of reference provided herewith, and the approval of the Employer’s Agent.

3.2.2.1 The Contractor shall be responsible for the design and specifications for the following aspects of the Works.

- Any temporary works requirements,
- Design integration before and during construction
- The requirements of the relevant Performance Specifications
- Procedures for all necessary approvals
- Environmental Management
- HSE Requirements
- Design change procedures
- Record keeping and tracking of documents
- Any other items the Employer’s Agent may deem necessary

3.2.3 DRAWINGS

The following drawings are included in this Contract based on the current information. Drawings may be updated (based on actual / prevailing site conditions uncovered during construction) and re-issued during the Contract period, as required.

➤ (Refer to drawing SC – 001 Rev 0)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Construction drawings

The Contractor will be issued with three full sets of scaled drawings as well as instructions for commencement of the works. Additional copies of drawings will be issued at request, and for the cost of the Contractor.

One set of drawings shall be used exclusively for the recording of as-built information on a daily basis and shall be:

- a) made available to the Employer’ s Agent within 24 hours from request; and
- b) submitted to the Employer’ s Agent with the Contractor’ s request for issue of the Certificate of Practical Completion.

Only dimensions, positions, levels, co-ordinates etc. that change from the original values will be required to be entered on the as-built drawings.

Shop drawings

Where an item to be supplied in conformance with this contract specification has not been designed by the Employer, the Contractor shall be required to supply the Employer’ s Agent with 3 copies of detailed shop drawings prior to delivery of materials, including an electronic copy in drawing format that is compatible with the software packages (AutoCAD or DXF) used by the Employer’ s Agent.

The Contractor shall only proceed with the manufacturing, supply, and installation of any design items after receipt of the Employer’s Agent and/or its Representative’s written approval of such shop drawings or any amended versions thereof.

C3.3 PROCUREMENT

3.3.1 PREFERENTIAL PROCUREMENT PROCEDURES AND REQUIREMENTS

The system of measurement of preferential procurement points shall be as defined in the Section T1.3: Tender Data.

3.3.2 USE OF LOCAL LABOUR

It is a requirement of the Employer that the contractor appoints and use the local labour.

The service provider is therefore required to limit the use of non-local labour to key personnel only and to employ only local labour on this Contract.

The service provider shall fill in the relevant forms regarding “Key Personnel” and state how many non-local key personnel he intends to employ in the various categories.

The numbers stated in the “Key Personnel” forms shall be strictly controlled during the Contract Period and any increase in numbers shall be subject to the approval of the Project Manager.

The service provider will be expected to procure, deliver and ensure security of material.

The service provider will also be expected to train, supervise and ensure quality on the project.

Local Labour comprising of NARYSEC participants and local community labourers will be utilized for the refurbishment of the community hall.

3.3.3 SUB CONTRACTORS, SMME’s, FEMALES & YOUTH

The female component of the total labour force, including labour employed by SMME's must be maximised and women must take up not less than 40% of the total labour days expended on the contract.

The youth (35 years and under but out of school) component of the total labour force, including labour employed by SMME's must be maximised and must take up not less than 20% of the total labour days expended on the contract.

The Employer reserves the right to delay payments to the Contractor should the Contractor fail to provide any item of the required documentation timeously.

In the event of any discrepancy between the requirements of this Clause and the Procurement Policy, the Procurement Policy shall take precedence.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.4 CONSTRUCTION

3.4.1 WORKS SPECIFICATIONS

Applicable national standards

The following national standards is applicable to the Works and is not issued with this document. The Contractor is advised to obtain the standards from the: South African Bureau of Standards (SABS) in Pretoria or online at www.sabs.co.za; and Department of Water and Sanitation in Pretoria or online at www.dws.gov.za.

Civil Engineering Works:

SANS 1200 Standardized Specifications

Mechanical Engineering Works:

DWS 1130	Design, Manufacture and Supply of Steel Pipes, Specials and Fittings for Duties up to 4.6 MPa Design Pressure
DWS 1131	Lining and Coating of Steel Pipes and Specials
DWS 2510	Supply of Valves
DWS 9900 C1	Corrosion Protection of Steel Pipes and Specials for Pipelines

Electrical Works:

SANS 10280 Overhead Powerlines for Conditions Prevailing in South Africa

Contract data C3.4: Construction

C3.4.1 Works specifications Applicable national standards

The following national standards is applicable to the Works and is not issued with this document. The Contractor is advised to obtain the standards from the: South African Bureau of Standards (SABS) in Pretoria or online at www.sabs.co.za; Department of Transport (DoT) in Pretoria or online at www.transport.gov.za; and Department of Water and Sanitation in Pretoria or online at www.dws.gov.za.

Civil Engineering Works:

SANS 1200 Standardized Specifications

Mechanical Engineering Works:

DWS 1130	Design, Manufacture and Supply of Steel Pipes, Specials and Fittings for Duties up to 4,6 MPa Design Pressure	
DWS 1131 Valves	Lining and Coating of Steel Pipes and Specials	DWS 2510 Supply of
DWS 9900 C1	Corrosion Protection of Steel Pipes and Specials for Pipelines	

Electrical Works:

SANS 10280	Overhead Powerlines for Conditions Prevailing in South Africa
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Details of the specific national standards and the required amendments to same is contained in Parts C3.5.1 and 3.5.2 of this document.

Particular or generic specifications

Details of the particular of generic specifications are contained in Part C3.5.3 of this document.

C3.4.2 General product requirements Local content

Preference shall be given to materials fully manufactured in South Africa with South African raw materials.

Site service

The manufacturer / supplier of applicably identified materials shall be expected to supply samples free of any other additional charge, and the services of a qualified technical representative to the site in order to train the Contractor's placing team in the correct application methods of the product during initial placing, upon 1 weeks' notice.

Circumstances may necessitate follow-up inspections.

Shelf life

The shelf life of the offered product shall be stated, and the expiry date displayed on each bag. The Contractor shall ensure that the product supplied will survive the Contract Period, or replace the product at his cost.

Product references

The Contractor shall submit names and locations of projects in South Africa where the offered product has been in successful use for a period of at least 5 years under similar conditions and at similar rates. The Contractor shall:

- a) arrange with the project owners for access for such visits, should the Employer's Agent request to inspect such reference project sites; and
- b) provide an acceptable alternative at the same accepted financial rate of the original proposed product, should the Employer's Agent find the product unacceptable.

Approved products and proof of compliance with materials specifications

Only products that have been tested, approved, and bears the official mark of standardisation issued by the South African Bureau of Standards shall qualify.

Where no SANS standard exists for a specified material, the nearest acceptable equivalent will be applicable i.e., BS or ISO mark of standardisation, as specified in the project specifications and / or verified by the Employer's Agent.

Where none of the above is available the Contractor shall provide the relevant available

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

detail of the materials to the Employer's Agent for approval before use thereof

Compliance with materials samples and finishes, and control testing

Samples of materials complying to the requirements as specified, together with the relevant data sheet(s) applicable thereto shall be provided to the Employer's Agent for acceptance.

For geotechnical materials the applicable laboratory test results of the geotechnical materials shall be provided to the Employer's Agent for acceptance.

Control testing shall be required as and when requested by the Employer's Agent, proving the quality of the product used.

C3.4.3 Plant and materials

The Contractor is required to provide all plant and materials necessary to carry out the works as specified and required. No additional allowances other than those already specified in the Bill of Quantities shall be allowed for with respect to plant and materials.

C3.4.4 Engagement of labour

Provision of a Temporary Workforce for the Contract

The Contractor shall adhere to the Expanded Public Works Programme (EPWP) principles and requirements as far as possible, and as required by the Regional Bulk Infrastructure Grant (RBIG), and shall source and employ suitable labour from the local community through the Labour Desk that has been established for this purpose. The Contractor shall be assisted with this by the appointed Community Liaison Officer (CLO).

The Labour Desk shall assist in identifying available local labour and, where available, semi- skilled labour as well as local subcontractors, and shall advise regarding conditions of employment, minimum wages, disputes, and disciplinary procedures.

The workforce that is employed on Site shall consist of local labour where applicable, except for approved key staff, to the extent that is compatible with the requirements of the Contract. The applicable Occupational Health and Safety Acts must be adhered to with reference to the safety of all temporary employees, irrespective of whether such employees are employed by the Contractor or by his local subcontractors.

Furthermore, a contract of employment must be signed between the Contractor and each of his temporary employees, and between the Contractor's subcontractors and each of their temporary employees, with clear reference to at least the following conditions:

- The minimum agreed wage rate per hour in respect of labourers;
- The agreed pay rate per unit of production where applicable;
- UIF and WCA payments;
- Minimum working hours per day;
- Start and end times of a daily shift;
- Lunch break times; and the
- Company Policy regarding the following:
 - Rain time;
 - No work no pay arrangements, including illness and absenteeism;
 - Disciplinary policy;
 - Grievance policy;
 - Method of payment; and
 - Workers' clothing and safety equipment to be issued.

The Contractor is required to show these temporary employment contracts to the Employer's Agent for approval before construction commences.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Transportation of labourers

The labour employed on this contract shall be local labour from the nearest local community. The Contractor shall arrange for the daily transportation requirements of the labourers between designated points and the Site.

Minimum wage for local labour

Please take note that the minimum wage rate shall be annually adjusted and confirmed by the Local Municipality.

It is accepted that the rates contained in the Bill of Quantities sufficiently allowed for minimum wage rate of the Mkhondo Local Municipality.

Reporting of local labour

The Contractor shall be responsible to provide the Local Municipality with a monthly report on labour in terms of the statutory reporting requirements i.e., providing details of names, ID numbers, gender, number of hours of days worked, and wage payments made.

C3.4.5 Existing services

C3.4.5.1 Known services

Existing known services, both underground and overhead, are indicated on the following listed drawings. The positions of existing services on the drawings are not guaranteed and the Employer does not accept any liability in this regard.

- 2021/04/DW-L01 General Layout Plan of Dam Site and Roads.
- 2021/04/E-L00 General Layout of Bulk Power Supply.

The known services to be indicated by the Employer’s Agent are:

- Eskom Bulk Power Supply Point.
- The point of intersection to the access road to the Gabosch Dam, and from where the access road to the Gabosch Dam will be constructed.
- The points of connection of the main supply pipeline from the Dorps Dam to the Amsterdam Water Treatments Works.
- Any overhead Telkom and electrical powerlines along Road R65 past the access point to the Site.

C3.4.5.2 Treatment of existing services

All existing services on the site may not be shown on the drawings or be visible on the site. The Contractor must consult with all relevant local authorities to satisfy himself that all relevant services have been located.

At the commencement of the contract, the Contractor must hand excavate a distance of 0.5 m on each side of the located service to expose it. Once the exposed service is identified and recorded the excavation must immediately be backfilled. Re- excavation by hand at construction stage will not be measured in addition to normal trench excavation.

The Employer’s Agent may order excavation by hand in order to search for and expose services. An item has been included in the Bill of Quantities to cover the cost of such work.

The Contractor shall retain full responsibility for establishing the exact positions of the existing services in advance of any construction work. No allowance for delays or disruption shall be entertained unless the Contractor complies fully with the provisions of this clause regarding the establishment of the exact positions of the existing services in advance of any construction work.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.4.5.3 Use of detection equipment for the location of underground services

The Contractor may decide to use detection equipment to locate any underground services. The Contractor will be responsible to provide his own equipment, at his cost, and shall locate and expose existing services by hand.

C3.4.5.4 Recording of services

All exposed services shall be identified, and their relevant detail and exact locations shall be recorded on a drawing. A copy of the drawing with all known services shall be submitted to the Employer's Agent for approval before construction can commence.

In addition, the Contractor shall keep written record of when work was done close to, or on any known service. These records shall indicate signed off approval by the Employer's Agent and / or designated official from the specific local authorities.

All known services encountered shall be marked on the official final as-built plans.

C3.4.5.5 Reinstatement of services and structures damaged during construction

The Contractor shall take necessary steps to protect any existing services against damage which may arise as a result his operations on site and shall repair any unintentional damage to known services at his cost.

Where a known service is damaged because of the Contractors negligence he shall be liable for the cost involved in the repair of the services and any other consequential cost that may arise due to the interruption of the damaged services.

Where an unknown service is damaged due to the Contractor not being aware of the service, the Contractor shall endeavour to identify the service, locate the relevant owner, and coordinate the repair of the damage. The Employer shall be liable for the cost involved in the repair of the services and any other consequential cost that may arise due to the interruption of the damaged services.

The Contractor shall inform all relevant service providers immediately after damage to any existing service in order to arrange the required procedures for reinstatement of the affected service.

C3.4.6 Site establishment: Facilities

C3.4.6.2 Notice boards

Details of the required notice boards are located on the drawings under:

- 2021/04/DW-TD02 Construction Nameboard

Two name boards shall be provided in positions as indicated by the Employer's Agent. One board shall be placed at the Amsterdam Water Treatment Works and the other at the entrance road to the Gabosch Dam Site.

The Employer's Agent will approve the draft lettering once the tender is awarded. Details of the respective main subcontractors may be applied once the respective sub-contracts have been finalised.

Notice boards shall be erected after signing of the Contract and before commencement with the Works, and removed at the end of the Defects Liability Period.

C3.4.6.3 Facilities provided by the Contractor

The following temporary facilities shall be provided by the Contractor and be serviced and maintained on a continuous basis for the duration of the project:

Location of construction camp

The Employer's Agent shall point out the position of the Contractors camp to the Contractor during the site

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

inspection. The Contractor may assume that the site camp will be within 1 km of the site.

The construction camp shall be suitably large enough to accommodate the facilities and movement of the Contractor, the Employer and Employer's Agent, as well as the weather station.

The construction camp shall be fenced off with suitable fencing and be access controlled.

Facilities for the Contractor: Offices and storage sheds

The Contractor shall provide suitable mobile offices for all his senior- and specifically designated employees at the main construction camp. Offices shall be lockable, isolated, and equipped with air conditioning and windows that can be opened. Offices shall be large enough to comply with the prevailing OHSA Covid-19 requirements.

The offices shall be provided with suitable safe, sheltered parking for smaller vehicles e.g., lite utility vehicles and sedans, have a contained crushed gravel parking space and at least a roof of shadow netting or galvanised sheeting.

The Contractor shall provide suitable mobile shipping containers for use as storage sheds at the main construction camp and along selected places across the Site as required by Contractor and the specific work package requirements. All storage sheds shall be lockable.

Workshop facilities

The contractor shall provide suitable mobile buildings or containers for use as workshop facilities at the main construction camp and along selected places across the Site as required by Contractor and the specific work package requirements. All workshop facilities shall be lockable.

Laboratories

The use of commercial laboratories will be allowed. The laboratory to be used shall be SANS accredited and is subject to the acceptance of the Employer's Agent, and may be established on site.

Living accommodation

No living accommodation will be allowed on Site. The Contractor shall make his own arrangements for the daily accommodation and transportation of his employees.

Ablution and dining facilities

The Contractor shall provide suitable mobile ablution facilities across the Site at each designated work package Site, with at least one toilet per 20 workers. There shall be separate ablution facilities for male and female employees, complete with hand washing facilities and potable water for drinking. Ablution facilities shall be screened from public view and their use shall be enforced.

The Contractor shall provide a designated dining area on Site for use of its employee's during tea- and lunchtimes, and which shall be sheltered from the sun and provided with waste bins with lids and potable water for drinking, as well as hand washing facilities.

The facilities shall be kept in a clean and hygienic condition by the Contractor to the satisfaction of the Employer's Agent. All sanitary facilities are to conform to the by- laws of the Local Authority.

Facilities for use by the Employer and the Employer's Agent Offices

The Contractor shall provide suitable mobile offices and a conference/boardroom facility for the Employer, Employer's Agent and/or its Representatives and APP at the main construction camp. Offices shall be lockable, isolated, and equipped with air conditioning and windows that can be opened. The offices shall be large enough to accommodate Site- and other meetings, and to provide the Employer with a suitable venue to perform administrative functions at an ad hoc basis. Offices shall be large enough to comply with the prevailing OHSA Covid-19 requirements.

The offices shall be provided with suitable safe, sheltered parking for smaller vehicles e.g., lite utility vehicles and

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

sedans, have a contained crushed gravel parking space and at least a roof of shadow netting or galvanised sheeting.

Ablution facilities

The Contractor shall provide suitable mobile ablution facilities at the main construction camp for exclusive use of the Employer's Agent's Representatives and the Employer. The facilities shall be lockable and complete with hand washing facilities and potable water for drinking.

The facilities shall be kept in a clean and hygienic condition by the Contractor to the satisfaction of the Employer's Agent. All sanitary facilities are to conform to the by-laws of the Local Authority.

**C3.4.7 Site establishment: Services C3.4.7.1
Services provided by the Contractor**

The Contractor shall provide the following temporary services to Site:

Water supply

The Contractor will be responsible for the cost of the connection to the municipal water supply, as well as the monthly cost of water consumed on Site. The Contractor shall note that the supply of potable water may be unreliable and should ensure that water is available on Site for general use, as well as potable water for human consumption, during all working hours.

Alternatively, the Contractor may choose to erect his own facilities for the extraction, handling, and supply of water from boreholes sunk on Site and / or from extraction facilities erected in the Gabosch River. The Contractor shall ensure that water for construction purposes complies with the relevant SANS potable water specifications.

The Contractor shall ensure that the water supply is tested periodically / monthly by an accredited laboratory against the specifications and shall keep thorough referenceable water quality test results for same.

Sanitation

The Contractor will be responsible for the cost of providing sanitation to all the established ablution facilities at the main construction camp and across the Site.

All facilities shall be maintained at a suitable interval, kept in a clean and hygienic condition by the Contractor to the satisfaction of the Employer's Agent. All sanitary facilities are to conform to the by-laws of the Local Authority.

Electricity

There is no electricity available in close proximity to the site. The Contractor will be responsible for the cost of providing reliable electricity on site, as well as the monthly cost of electrical consumption across the Site.

The Contractor shall provide permanent electricity to the site as part of the Works, and may arrange with the municipality for a temporary connection to the existing electrical supply at the Amsterdam Water Treatment Plant. This connection may be maintained for the duration of the period taken to provide the permanent electrical supply to site. Thereafter the Contractor may arrange for the relocation of the temporary electrical connection to the point of termination at the construction site. The Contractor shall ensure that the electrical supply requirements comply to the statutory requirements and are maintained for the duration of the project.

Telecommunications

The Contractor will be responsible for the cost of providing telecommunication services to his employees as well as to the Employer's Agent and his Representatives for the duration of the project.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

The Employer’s Agent will provide the Contractor with monthly invoices for the rental and servicing of mobile telephones to the designated Employer’s Agent’s Representatives.

Internet and Wi-Fi facilities

The Contractor will be responsible for the cost of providing internet (ADSL) and Wi-Fi facilities to the main construction camp and across Site, as required, for use by the Contractor, the Employer, and the Employers Agent’s Representatives for the duration of the project.

Security

The Contractor will be responsible for the cost of providing full time security services to site to safeguard the facilities and works. All access control points should be manned, and all entry and egress should be recorded in a suitable register.

Medical facilities

The Contractor will be responsible for the cost of providing full time first aid services to site during all working hours. The first aid facilities and services shall comply to the required OHSA and Safety File requirements. Permanent medical facilities for eventual use will be available in the local towns of Amsterdam and Ermelo, pending the urgency thereof.

Fire protection

The Contractor shall be responsible for the cost of complying with statutory and local fire regulations across the entire Site for the duration of the project. The Contractor shall also take all necessary precautions to prevent any fires.

In the event of fire, the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees

Waste disposal

The Contractor shall be responsible for the cost of providing waste disposal services across the Site for the duration of the project. Waste bins shall be sturdy, provided with lids to prevent littering, and be serviced weekly. The Contractor shall maintain a waste disposal log of all waste delivery to the local waste disposal site.

C3.4.7.3 Computers, furniture, and survey and testing equipment

Requirements for computers

The Contractor shall ensure that computers provided for use of the project are in working order and are able to operate at least a recent version of the MS Office suite of applications, including MS Word, MS Excel and MS Projects, or, in the event of the Contractor using an alternative programming package, that the project programme are compatible with MS Projects.

The Contractor shall ensure that there is printing, copying and scanning facilities available on Site and that all the necessary consumables are provided for the duration of the project.

Office furniture

The Contractor shall ensure that all offices are provided with suitable sturdy desks, with at least two drawers and lockable cupboards. Every desk shall be provided with suitable chairs.

The Employer’s Agent’s Conference/Boardroom shall be provided with a suitably sized boardroom table and sturdy chairs for at least 16 people. The Contractor’s office and Boardroom shall have a suitable plan cabinet or frame from which the construction drawings can be hung.

The Engineer’s office and the Contractor’s office shall be equipped with a small fridge

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

/ freezer combination and suitable tea- and coffee making facilities.

Survey and testing equipment and survey assistant

The Contractor will be required to make survey equipment available specifically for the use of the Employer’s Agent. The Contractor will make 2 survey assistants available to the Employer’s Agent as and when required, as well as at least a theodolite and/or level plus accessories. All survey equipment shall be recently calibrated and maintained for the duration of the project.

C3.4.8 Site usage

Work on private or state property, and access to the works

The Contractor shall confine his activities strictly to the working area defined as depicted on the construction drawings. He shall not encroach upon any roadway except with the prior written approval of the Employer’s Agent.

The Contractor shall further ensure that all public roads that are used for access to the site are kept free of debris at all times. Any rock or debris falling from trucks onto roads shall be removed immediately. Precautions shall be taken to prevent fouling of public roads or private surfaces. The Employer’s Agent may order the Contractor to sweep / clean roads or surfaces where debris may constitute a danger to the public or a nuisance to the owners.

The Contractor shall, where necessary on or adjacent to any roadway, provide all the necessary barricades and signs in accordance with the stipulations of the South African Road Traffic Signs Manual.

Access to all public and private property in the direct vicinity of the Site must be maintained at all times. Where trenches cross the access point to any property, the Contractor shall arrange adequate and safe vehicular and pedestrian crossings over the trenches. The Employer’s Agent must approve the method of providing access before any excavation commences.

Care, damage, and protection

The Contractor shall, throughout the Contract, take adequate precautions to protect all existing services from damage whether they have been pointed out to him.

Should the Contractor consider that damage to buildings and structures is unavoidable in the carrying out of any portion of the Works, he shall obtain the approval of the Employer’s Agent before proceeding with the work.

Where damage is noticed before commencement of work on that erf, this should be reported to the Employer’s Agent in order to prevent a possible liability claim from the owner.

Wherever excavations or loading of material is likely to form dust, the Contractor shall apply an effective method of dust control, to the satisfaction of the Safety Agent.

C3.4.9 Permits and way leaves

The Contractor will be required to obtain permits and wayleaves from all the applicable service providers within the jurisdiction of the Local Municipality, thus including the following services: roads and stormwater (Mpumalanga Department of Roads and Transport included), bulk- and internal water supply, electricity (Eskom included), telecommunications (Telkom included), and any additional service providers that may have services in the direct vicinity of the Site. This will also include any other permits required for gravel prospecting and extraction that shall be applied and obtained from the relevant authority for the purposes of securing borrow pits, other than those covered by the Mineral and Mining Permit.

The Employer will assist the Contractor to obtain clearance from the various departments with services that are likely to be affected by the Contract. It is, however, the Contractor’s responsibility to obtain final permit and wayleave approval according to applicable procedures and specifications.

All associated costs to obtain permits and way-leaves as required for the carrying out of the works, where such affect other services, shall be deemed to have been included in the scheduled rates for SANS 1200A or SANS 1200AA or SANS 1200AB where pricing provision for such items have been allowed for in the pricing schedules, alternatively it shall be deemed to be included in the various scheduled activity rates or prices provided by the Contractor.

The Contractor will be responsible for maintenance of all permits and / or wayleaves for the duration of the Contract and will be kept responsible for any damages incurred due to deviation from the approved permit.

C3.4.10 Alterations, additions, extensions, and modifications to existing works

The Contractor shall, within 20 working days, or 10% of the construction period after taking possession of the site, whichever is the lesser, satisfy himself that the dimensional accuracy, alignment, levels and setting out of existing structures or components thereof are compatible with the proposed works, and notify the Employer's Agent of any areas of dissatisfaction.

The Contractor shall, on becoming aware of a defect in existing works which will have an impact on the current works, notify the Employer's Agent of such a defect without delay.

C3.4.11 Inspection of adjoining properties

The Contractor shall, before commencing with works which have the potential to damage surrounding structures, services, buildings or property, arrange an inspection with the owners of such structures, services, buildings and property and representatives of local or controlling authorities, as appropriate, to determine the condition of buildings, structures, services, paved surfaces, roads, kerbs, channels and the like, that the works could affect, and document their current condition in sufficient detail to enable disturbances or damage which might be caused by the works to be evaluated. The Contractor shall furnish the Employer's Agent with copies of all such documentation and shall be held responsible for any disturbance and damage to such structures, services, buildings, and property arising from the performance of the Contract as well as any costs involved in refuting or processing such claims.

C3.4.12 Water for construction purposes

The Contractor shall make his own arrangements with the Employer / Local Municipality to obtain a **potable water** metered standpipe connection and shall give the Local Municipality



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

at least 14 days' notice of this requirement. The size of the connection provided will be as specified in the Water and Sanitation By-laws.

The Contractor may only draw water from fire hydrants through means of a legal and metered standpipe owned by the Local Municipality. Failure to use such a metered standpipe(s), or using illegal, non-municipal owned equipment for purposes of drawing water from fire hydrants, will result in the Contractor having to pay an account to the Local Municipality, for an amount determined by the Local Municipality.

The metered standpipe(s) must be made available to the Local Municipality's water inspectors for purposes of reading and inspection. Failure to do so will result in the immediate withdrawal of such metered standpipe(s). The Contractor shall be responsible to return defective metered standpipe(s) if it is found to be not registering consumption, or to have any other defect. Failure to do so will result in an account being levied, payable to, and determined by the Local Municipality. Claims for delays caused where standpipe(s) are withdrawn and/or replaced will not be considered.

The current water tariffs applicable to the Contract are available from the Local Municipality.

Alternatively, the Contractor may choose to erect his own facilities for the extraction, handling, and use of construction water from boreholes sunk on Site and / or from extraction facilities erected in the Gabosch River. The Contractor shall ensure that water for construction purposes complies with the relevant SANS specifications (potable and others).

The Contractor shall ensure that all construction water, derived either from the Local Municipality or from Site, is tested periodically / monthly by an accredited laboratory against the specifications, and shall keep thorough referenceable water quality test results for same.

C3.4.13 Survey control and setting out of the works

Permanent survey beacons exist on the Site of the Works and are indicated on the layout and key plans issued with the tender. The Contractor shall use these survey beacons to set out the Works. The position and co-ordinates of the permanent survey beacons are shown on the drawings.

The Contractor shall be responsible for the protection of all survey beacons and reference points that he receives from the Employer's Agent and that are shown on the drawings, as well as any cadastral points (erf and block corner beacons) that are encountered, for the period from handing over of the Site to the Contractor to completion of the Works.

The Contractor shall be responsible for the detail setting out of the Works from the established beacons. A registered surveyor shall carry out such setting out as well as the replacement of disturbed beacons. In the event that the Contractor disturbs cadastral beacons, the registered surveyor shall issue a certificate to confirm the correct replacement of such beacons in accordance with the statutory requirements. No separate payment shall be made in respect of setting out or replacement of beacons, such work being deemed as included in the rates tendered for construction of the Works.

The Contractor's survey records shall be available for inspection by the Employer's Agent during the duration of the project.

C3.5 Management

C3.5.1 Management of the works Planning
and programming: Work Plan

Seven days prior to commencing with any part of the Works, the Contractor shall submit to the Employer's Agent for review and approval, a work plan detailing the procedure and schedule to be used to carry out such works, detailing and substantiating any deviation from the originally proposed approach. Further, the work plan shall include a:

- a) time frame;
- b) description of all equipment and tools to be used;
- c) list of personnel and their qualifications and experience (including back-up personnel if an individual is unavailable);
- d) list of sub-contractors, schedule of work activity;
- e) safety plan (clearly highlighting any potentially hazardous substances to be used);
- f) traffic control plan (if applicable);
- g) environmental protection plan; and
- h) contingency plans for possible problems.

The approval given by the Employer's Agent shall in no way relieve the Contractor of the ultimate responsibility for the satisfactory completion of the work as prescribed under this Contract.

The Work Plan shall be comprehensive, realistic, and based on actual working conditions. Further it shall form the various sub-sections of the overall Contract programme and plan.

No works shall be allowed to commence without an approved work plan.

Planning

The Contractor shall ensure that he:

- a) is well informed regarding the Employer's RBIG capital expenditure commitments and commit resources as required to efficiently complete this contract; and
- b) delivers goods and services timeously to meet the Employer's performance standards, and not unduly delay any other contractors, service providers and suppliers.

Programming

In order to ensure a clear understanding, at the inception of the Contract, of the programming and documentation format requirements, the Contractor shall appoint a project programmer / planner for liaison during the Contract. The Contractor shall for the Contract Period provide and regularly update (maximum monthly) a Contract Programme in MS Project.

The programme shall at minimum contain:

- a) Time Scale (minimum):
 - i. Days, where the period does not exceed three months.
 - ii. Weeks, where the project exceeds three months.
 - iii. Months, where the project does not exceed one year.
 - iv. Years, when the project exceeds one year.
- b) Tasks: Where phases or stages are anticipated, this shall be the highest level of decision and all tasks related to the successful accomplishment of that phase of the area shall be grouped. Resources allocation and task dependency shall be indicated.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- c) Start and Finish Dates: All tasks shall have specific start and finish dates.
- d) Critical Path: All tasks forming the programme line that will establish any delays in the overall Contract Period shall be clearly indicated and an indication of their sensitivity characteristics shall be provided.
- e) Progress Tracking: The Contract shall be required to periodically indicate progress per task graphically and on a percentage basis.
- f) Non-working Time: All South African public holidays, weekends and the local traditional builder's break shall be incorporated in the programme.

No deviation from the approved sequence of construction shall be accepted without prior written approval.

The programme shall not be in the form of a bar chart only, but shall show clearly anticipated quantities of work to be performed each month, together with the manner in which the listed plant is to be used, as well as the anticipated earnings for the various sections of work.

A Contract Programme shall be submitted to the Employer's Agent no later than 28 days after Commencement of Contract.

The Contractor shall provide the Employer's Agent with a method statement indicating the manner and sequence in which he intends to construct the works, for each work area, with the programme. In the method statement the Contractor must address as least the following items:

- a) sequence of the works for the relevant works area;
- b) target dates for the tasks identified in the sequence of the works for the relevant works area;
- c) materials requirements;
- d) construction plant to be used;
- e) services affecting construction; and
- f) any factor that could affect construction progress after commencement.

The method statement must be approved by the Employer's Agent before commencement of construction. In order to minimise the impact in traffic, pedestrians and business, the Contractor will be required to segment the works in such a manner that no portion of the works is more than one day ahead of the following position. The segments of the works shall be clearly defined in the Contractor's method statement for each work area.

If, during the progress of the work, the quantities of work performed per month fall below those shown on the programme, or if the sequence of operations is altered, or if the programme is deviated from in any other way, the Contractor shall, within one week after being notified by the Employer's Agent, submit a revised programme.

If the programme is to be revised by reason of the Contractor falling behind his programme, he shall produce a revised programme showing the modifications to the original programme necessary to ensure completion of the Works or any part thereof within the time for completion. Any proposal to increase the rate of work must be accompanied by positive steps to increase production by providing more labour and plant on the Site, or by using the available labour and plant in a more efficient manner.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Failure on the part of the Contractor to submit or to work according to the programme or revised programme shall be sufficient reason for the Employer to take steps as provided for in the Contract.

The approval by the Employer's Agent of any programme shall have no contractual significance other than that the Employer's Agent would be satisfied if the work is carried out in accordance with such programme and that the Contractor undertakes to carry out the work in accordance with the programme. It shall not limit the right of the Employer's Agent to instruct the Contractor to vary the programme should circumstances make this necessary.

Sequence of the works

Notwithstanding any changes that the Employer's Agent deems necessary the sequences should include the following:

- Mobilisation, project planning and control and communications to stakeholders
- Setup site offices and workshops
- Construct access road to site including temporary access at river crossings for others to access for bulk power supply and quarry
- Construct 11kv overhead power line from bulk supply connection point to site
- Open quarry, strip topsoil to temporary stockpile areas and remove overburden to drainage bunds and crusher/aggregate plant platform area.
- Create platform for stockpile, concrete batch plant and crusher/screening plant.
- Set up crusher and screening plant.
- Mine lower grade rock for dam rockfill and stockpile. Mine higher grade rock for crushing and grading for concrete production.
- Erect concrete batch plant, silos and commission
- Produce and test concrete trial mixes
- Erect tower crane (s)
- Clear and strip dam solum area.
- Bulk excavation to upstream river coffer dam, intake channel foundation, blocks 6,7,8 & 9, left flank access to causeway, left flank to abutment blocks 9 to 14, retaining wall footprint Ch 100 & Ch170, Spillway blocks 2,3,4 & 5 and spillway floor area.
- Foundation preparation and first stage concrete.
- Bulk excavation to rockfill embankment riverine area left, centre and right flank.
- Construct upstream cofferdam culverts, diversion inlet culvert, cofferdam causeway, right flank approach and do first phase river diversion.
- Construct causeway right bank of river.
- Second phase river diversion.
- Construct left flank apron, gravity wall CH170, central spillway blocks 3,5,4 & 6, left bank causeway and left flank gravity wall blocks 9 to 14.
- Third phase river diversion
- Construct rockfill embankment in riverine area complete including retaining wall CH100, spillway block 2 and remaining right part of the apron.
- Quarry rehabilitation
- De-establishment of site, project close out and communication to stakeholders.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Software application for programming

The construction programme shall be completed in Microsoft Project Standard 2010 or compatible software. The construction programme and updated versions thereof shall be made electronically available to the Employer's Agent.

Methods and procedures

The Contractor shall submit to the Employer's Agent, within a period stated in the Contract Data, a detailed construction programme complying to the requirements of the Contract, as well as the dates, durations and extent of traffic accommodation, interruption of electrical supply and any other expected service interruptions to customers. The detailed programme shall be based on the preliminary programme submitted with the tender and shall make allowance for the following:

- Normal working hours shall be between 07:00 - 17:30, Mondays to Fridays, and between 07:00 - 13:00 on Saturdays, with no work allowed outside these working hours.
- Should the Contractor intend to work outside normal working hours, written permission shall be obtained from the Employer's Agent and all additional costs arising out of such work shall be for the Contractor's account.
- Only one side of a road or street may be affected by construction at any time.
- The Employer's Agent may require that the construction of certain road crossings be done outside normal working hours.

The Employer's Agent shall provide the Contractor with drawings and details of the Works that needs to be done.

Once a detailed programme has been approved, the Contractor shall not deviate from the planned operations.

General:

- The Contractor shall arrange for the advance warning to the public of any intended shutdown or interruption of services necessary in his opinion for the proper carrying out of the Works.
- All disconnections and reconnections, connections to existing mains / transformers / intersections, closing and opening of valves, and disruption of water- or electrical supply must be liaised with the Employer at least 7 working days prior to the action.
- The disruption of supply or service, and the duration of disruption, shall be kept to a minimum. Consumers are to be informed of any disruptions as described later in the specifications and / or as required by the Employer.
- Any claims from property owners and / or the community will be considered and evaluated by the Employer's Agent and, should he find a valid claim, and find that the Contractor has neglected his responsibilities and / or duties (which led to the claim), the Contractor will be responsible for settling the claim.

Quality plans and control

The Contractor shall be responsible to produce work that conforms in quality and accuracy of detail to the requirements of the specifications and drawings. The Contractor shall (at his own expense) institute a quality control system and provide experienced personnel and all transport, instruments, and equipment to ensure adequate supervision and positive control of the works at all times.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The cost of supervision and process control will be deemed to be included in the rates tendered for the related items of work.

On completion and submission of every part of the Works to the Employer's Agent for examination, the Contractor shall furnish the Employer's Agent with proof of quality in the form of a data pack containing measurements, levels and all compaction and hydraulic test results to indicate compliance with the scope of work.

Environment

The Contractor shall obtain and adhere to all the requirements and restraints pertaining to environmental conditions from the Environmental Management Plan / Specifications annexed to this document as Annexure C.

Accommodation of traffic on public roads occupied by the Contractor:

Accommodation of traffic (where applicable)

The Contractor shall ensure the safe accommodation of traffic at all areas where the work may impact traffic and shall provide all delineators, watching, lighting, sign and barricades required by the road authorities, and in accordance with the South African Road Traffic Signs Manual.

Access to properties (where applicable)

Adequate access shall at all times be maintained to public and private properties unless otherwise arranged and approved. Details of the proposed means of access shall be submitted before any such access is restricted. Claims arising from impeded access shall be the responsibility of the Contractor.

At least 7 days before commencing any work affecting access to a property, the Employer's Agent and the occupier / owner of the each such property shall be notified of the Contractor's intention to commence work, the date of commencement, expected duration and arrangement which will be made regarding maintenance of access.

C3.5.2 Management of the works

Other contractors on site

The Contractor shall make adequate allowance for the possibility of other contractors working within the same area or in the direct vicinity of the project. The Employer will not allow any claims with respect to works being carried out by others.

Testing, completion, commissioning, and correction of defects

The Contractor shall produce goods and services that shall conform in quality, and in accuracy of detail, to the requirements that is specified. The Employer's Agent and his representatives has no duty to act as foreman or surveyor of the Works.

The Contractor shall provide (at his own expense) all experienced engineers, -foremen, - surveyors, and all transport, instruments, and equipment necessary to enable him to supervise, check, and control the work.

Payment certification by the Employer's Agent of any completed work, accepted materials or goods, shall not signify approval or acceptance thereof. Failure by the Employer's Agent to reject defective work, -materials or -goods, shall neither relieve the Contractor of his obligations under the Contract, nor prevent later rejection when

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

defective works or materials are discovered.

The Contractor shall satisfy himself (by tests, measurement and otherwise as may be necessary) that the work done meets the requirements of the Specifications prior to submitting any work to the Employer's Agent for examination. This information shall be submitted to the Employer's Agent together with the Contractor's request for examination.

The submission of the Contractor's test results shall not diminish the authority of the Employer's Agent to conduct any additional tests as he may consider necessary to determine the quality of the work performed by the Contractor. Should the Employer's Agent consider the Contractor's tests, measurements etc., to be either incorrect or not representative, he shall not be bound to consider same, and shall be authorised to decide on the number and type of tests, measurements etc. required, to enable him to judge the quality of the work.

Quality control and completion tests shall be in accordance with the relevant standard and amended specifications and additional specifications.

Recording of the weather

Rainfall records for the period of construction shall be taken on Site. The Contractor shall provide and install all the necessary equipment (including SANS approved rainfall gauge) for accurately measuring the rainfall. The Contractor shall also provide, erect, and maintain a security fence plus gate, padlock, and keys at each measuring station, all at his own cost, to prevent any undue interference by workmen and others. Measuring stations shall be erected on Site at locations approved of by Employer's Agent.

The Construction Manager or his representative shall take and record the daily rainfall readings and the Employer's Agent, or his representative, shall be permitted to attend these readings. Access to the measuring station(s) shall at all times be under the Construction Manager's control.

The gauge readings, as well as the date and time at which the reading was taken shall be recorded in a separate record book provided by the Contractor for this purpose. All entries in the rainfall record books shall be signed by the person taking the reading and the gauge shall be properly emptied immediately after each reading has been taken.

Extension of time due to Abnormal Rainfall

Extension of time for completion of the Contract shall be allowed in the event of abnormal rainfall in accordance with the following formula:

$$V = (N_w - N_n) + (R_w - R_n)/20$$

Where:

- V = Extension of time in calendar days for the calendar month under consideration.
- N_w = Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded.
- R_w = Actual total rainfall in mm recorded during the calendar month under consideration.
- N_n = Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant calendar month as obtained from the South African Weather Service.
- R_n = Average total rainfall in mm for the relevant calendar month, derived from rainfall records, obtained from the South African Weather Service.

Where the extension of time due to abnormal rainfall has to be calculated for a portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of N_n, then V shall be taken as being equal to minus N_n. The total extension of time to be granted shall be the algebraic sum of all the monthly extensions, provided that if this total is negative then the time for completion shall not be reduced due to subnormal rainfall.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Format of communications

The Employer and Contractor shall follow the communication protocol through the Employer’s Agent and Construction Manager.

Communication media shall be site meetings, letters, e-mails, telephone calls, and standard forms incorporated into the document control system i.e., site instructions and inspection request forms. Verbal arrangements shall be transferred to the applicable communication media.

Key personnel

The Contractor shall provide detail of his key personnel (CV’s, qualifications, and experience) to the Employer’s Agent for approval prior to commencement of the works, and on each change of key personnel. Key personnel shall be of similar or higher qualification as provided at tender stage.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor shall provide a staff organogram of the key personnel, containing their respective designations as well as their statutory appointments, and which shall be available for inspection on site.

Management meetings

Fortnightly site meetings shall be arranged and facilitated by the Employer's Agent. Attendance by the Contractor's senior management staff shall be compulsory.

The Contractor shall report on project progress, financial progress, resources (human, plant, equipment, and materials), community issues, environmental issues, health and safety issues, payments, variations, penalties imposed, claims lodged and outcomes, and disputes and resolutions.

Forms for contract administration

The Contractor shall maintain a file which shall contain project information related to project progress, resources (human, plant, equipment, and materials), community issues, environmental issues, health and safety issues, payments, variations, penalties imposed, claims lodged and outcomes, and disputes and resolutions.

Electronic payments

The Contractor shall ensure that electronic payments are made as far as practically possible. Proof of payments shall be obtained, reported on as required, and provided to the Employer's Agent for verification.

Daily records

The Contractor shall keep daily site records as required by the Employer and Employer's Representative, and shall include labour, plant, materials, rainfall, health and safety issues, environmental issues, the daily diary, and any other record as may be communicated.

The records are the property of the Employer and shall be made available to the Employer and his appointed representatives within 24 hours of being requested.

Payment certificates

The Contractor and Employer's Agent will measure the work on dates and times agreed upon, and will follow the following process:

- The Contractor shall provide a quantified payment certificate to the Employer's Agent on the 15th of each month.
- Quantification of completed work to be measured in the presence of the Employer's Agent and/or his Representative and agreed by signed off quantification sheet.
- The Contractor shall provide proof of ownership of material on site (receipts or letter from supplier to state that ownership was transferred upon delivery).
- The Contractor shall provide a VAT Invoice after the Employer's Agent approved the payment certificate.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- The payment certificate shall be handed in to the Employer, accompanied by the monthly EPWP statistics.
- The payment certificate will be paid within 30 days from the date of receipt of the approved payment certificate.

Permits

The Contractor shall ensure that a record of all permits and wayleaves are kept on site, maintained, and reported on as required.

Proof of compliance with the law

The Contractor shall provide proof of compliance to the Employer's Agent and his representatives, in terms of the applicable laws, regulations, statutory provisions, and agreements pertaining to the project.

C3.5.3 Health & Safety

The Contractor shall note the requirements of the following documents:

- Occupational Health and Safety Act (Act 85 of 1993);
- Construction Regulations (2014);
- Explosives Act (Act 26 of 1956) and Regulations;
- Explosives Act (Act 15 of 2003) (as soon as the Regulations is published);
- Minerals Act (Act 50 of 1991) and Regulations;
- Mine Health and Safety Act (Act 29 of 1996) and Regulations.

A copy of the approved Safety Plan shall be available on Site and be accessible to all permanent workers and appointed labourers.

The Contractor shall ensure legal compliance with Health and Safety issues, and he and his subcontractors shall remain registered and in good standing with the Workmen's Compensation Fund and maintain insurance indemnifying the Employer against penalties levied due to failure to comply with the respective acts and regulations.

C3.5 Project Specification

The Project Specification forms an integral part of the contract and supplements the standard specifications listed in Part C3.2 Construction under Item C3.2.1 Work Specifications. The Project Specification is made up of three portions as indicated here below.

General / Standard Specifications

This portion of the Project Specification contains general descriptions of the works, the site, and the requirements to be met. The standard specifications have been written to cover all phases of work normally required and may cover items not applicable to this particular contract.

Amendments to General / Standard Specifications and Additional Specifications

This portion of the Project Specification contains relevant information pertaining to choices and alternatives provided for in the Standard Specifications i.e., choices of materials or construction methods. It also contains some additional specifications and amendments to the Standard Specifications required for this particular contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The number of each clause and each payment item in this portion of the Project Specifications consists of the prefix PS followed by a number corresponding to the number of the relevant clause or payment item in the Standard Specifications. The item number of any new clause or payment item (that does not form part of an existing clause or a payment item in the Standard Specifications) is also prefixed by “PS” 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.

Particular Specifications

This portion of the Project Specification contains particular specifications applicable only to this project and consists of the prefix P followed by alphabetical numbering.

Discrepancy between specifications

In the event of any discrepancy between a part or parts of the Standard- or Particular Specification and the Project Specification, the Project Specification shall take precedence. In the event of any discrepancy between the Specifications and the Drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Employer’s Agent before the execution of the work under the relevant item.

Numbering reference

Where, in the Bill of Quantities, an item from a particular section of the Standard Specifications is used in another section, the item number of the source section is retained but prefixed by the number of the section where the item is used, (e.g., Item 61.03 used in Sect. 22, will be 22/61.03 which means that the provisions of Section 61 in respect of that item remain valid although the item is used in Section 22). This applies to new items introduced in the Project Specifications for a specific section but used in another section.

C3.5.1 General / Standard Specifications

Part C3.4 Construction comprehensively cover the General and/or Standard Specification for the Project.

The road, quarry and dam works will primarily be based on standard specification SANS 1200 as listed below.

Road, Quarry, and Dam Works:

SANS 1200 A :	General
SANS 1200 AB:	Engineer’s Office
SANS 1200 C:	Site Clearance
SANS 1200 D:	Earthworks
SANS 1200 DB:	Earthworks (Pipe Trenches)
SANS 1200 DE:	Small Dams
SANS 1200 DK:	Gabions and Pitching
SANS 1200 DM:	Earthworks (Roads, Subgrade)
SANS 1200 G:	Concrete (Structural)
SANS 1200 L:	Medium Pressure Pipelines
SANS 1200 LB:	Bedding (Pipes)
SANS 1200 LE:	Stormwater Drainage
SANS 1200 ME:	Sub Base
SANS 1200 MF:	Base
SANS 1200 MH:	Asphalt Base and Surfacing

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SANS 1200 MJ:	Segmented Paving
SANS 1200 MK:	Kerbing and Channelling
SANS 1200 MM:	Ancillary Roadworks

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PART C4 SITE INFORMATION

C4.1 SITE LOCALITY PLAN

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

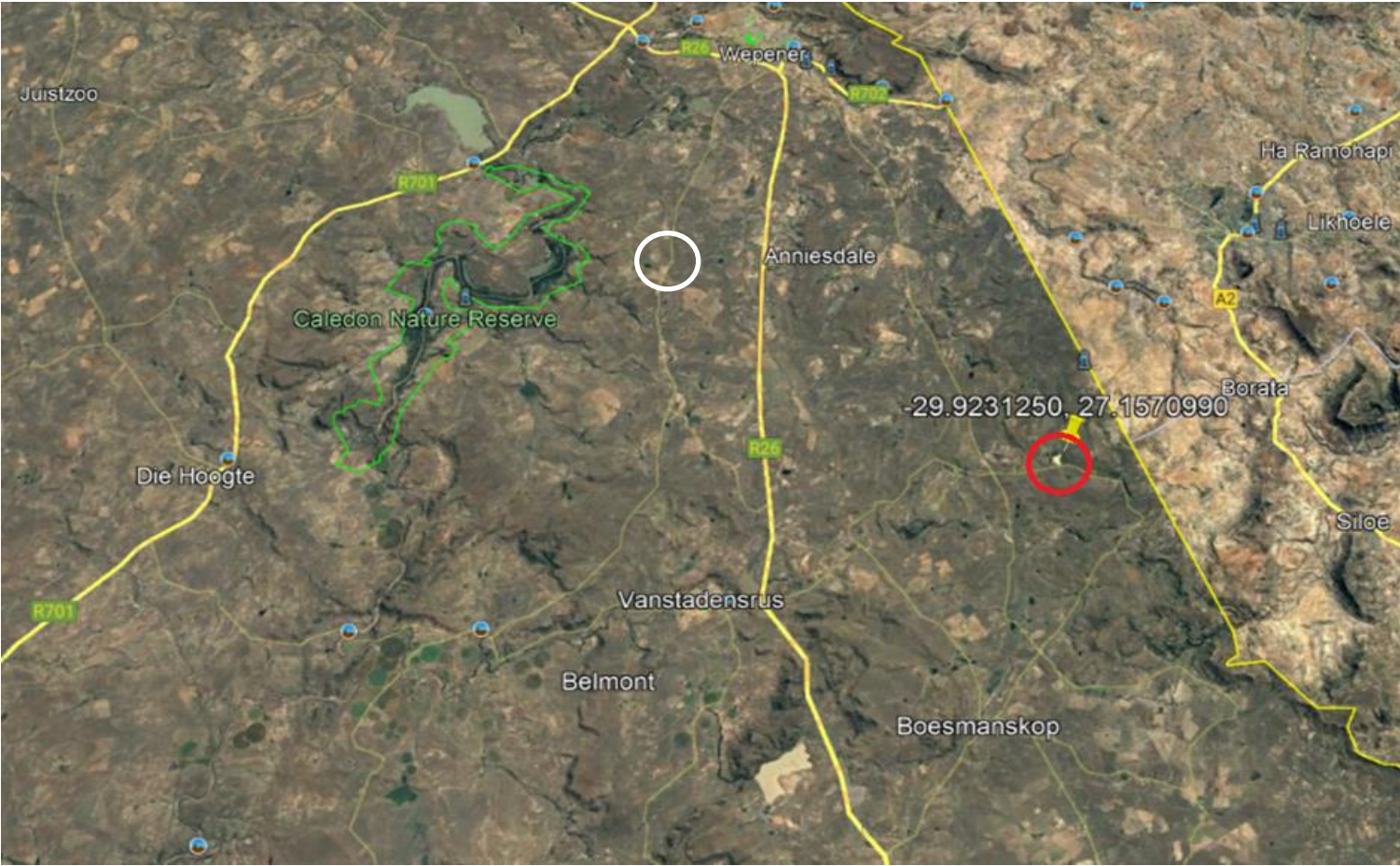


Figure 1: Locality image of the Balmacara Dam

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C4.2 PROJECT LOCALITY PLAN

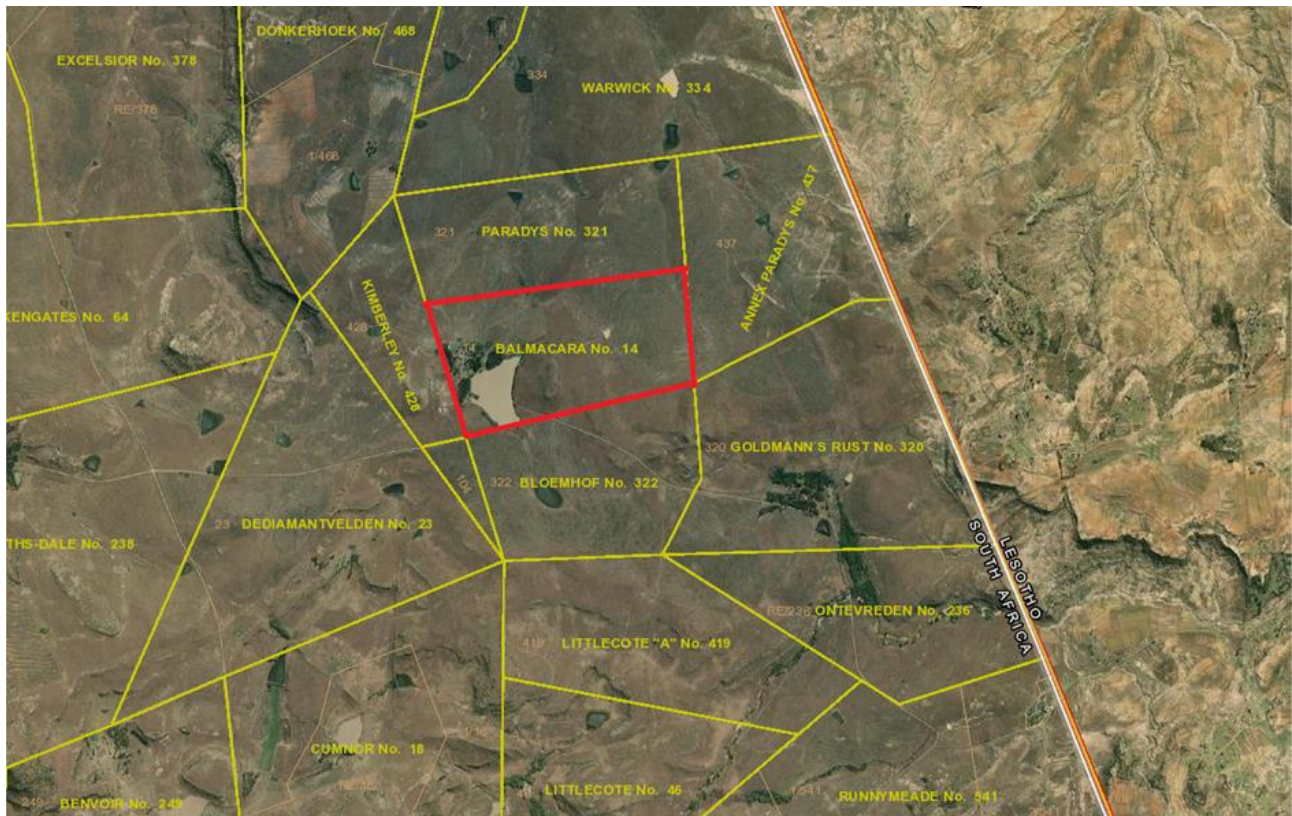


Figure 2: Project image of the Balmacara Dam.

C4.3 ACCESS TO SITE

The Contractor shall not have sole access to the site during construction, but must make allowance to accommodate the movement of community. Areas to be shut down and barricaded for construction purposes will be identified and notice given to the local farmers prior to any works being carried out.

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

PART C5

ANNEXURES

Contractor

Witness 1

Witness 2

Employer

Witness 1

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THE CONTRACT PART C5: ANNEXURES

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C5.1 PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

1. PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

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Contractor

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Employer

Witness 1

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1. INTRODUCTION AND BACKGROUND

1.1. Background to the Pre-construction Health and Safety Specification

The Construction Regulations (July 2003) place the onus on the Client to prepare a pre-construction health & safety specification, highlighting all risks not successfully eliminated during design.

The client has prepared a comprehensive health and safety plan, which must be adhered to by all contractors and sub-contractors. The following pre-construction health and safety plan gives an outline of the more comprehensive health and safety plan implemented by the client. Contractors will be provided with a copy of the client's health and safety plan, in electronic format, on request.

1.2. Purpose of the Pre-construction Health and Safety Specification

To assist in achieving compliance with the Occupational Health & Safety Act 85/1993 and the now promulgated Construction Regulations (July 2003) in order to reduce incidents and injuries. This pre-construction specification shall act as the basis for the drafting of the construction phase health & safety plan.

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

1.3. Implementation of the Pre-construction Health and Safety Specification

This specification forms an integral part of the contract, and the Contractor is required to use it at pre-tender phase when drawing up its project-specific construction phase health & safety plan. The Principal Contractor shall forward a copy of this specification to all Contractors at their bidding stage so that they can in turn prepare health & safety plans relating to their operations.

2. PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

2.1 Scope

This Specification covers the requirements for eliminating and mitigating incidents and injuries on the particular project. The scope also addresses legal compliance, hazard identification and risk assessment, risk control, and promoting a health and safety culture amongst those working on the project. The specification also makes provision for the protection of those persons other than employees.

2.2 Interpretations

2.2.1 Application

This specification is a compliance document drawn up in terms of South African legislation and is therefore binding. It shall be read in conjunction with relevant legislation as noted previously.

2.2.2 Definitions

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The definitions as listed in the Occupational Health & Safety Act 85/1993 and Construction Regulations (July 2003) shall apply.

2.3 Minimum Administrative Requirements

2.3.1 Notification of Intention to Commence Construction Work

The Contractor shall notify the Provincial Director of the Department of Labour in writing before construction work commences. A copy of this notification shall be forwarded to the Client on appointment.

2.3.2 Assignment of Contractor's Responsible Persons to Supervise Health and Safety on Site.

The Contractor shall submit supervisory appointments as well as any relevant appointments in writing (as stipulated by the OHSA and Construction Regulations), prior to commencement of work. Proof of competency shall be included. See Annexure B.

2.3.3 Competency for Contractor's Appointed Competent Persons

Contractors' competent persons for the various risk management portfolios shall fulfil the criteria as stipulated under the definition of Competent in accordance with the Construction Regulations (July 2003). Proof of competence for the various appointments shall be included.

2.3.4 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA)

The Principal Contractor shall submit a letter of good standing with its Compensation Insurer to the Client as proof of registration. Contractors shall submit proof of registration to the Principal Contractor before they commence work on site.

2.3.5 Occupational Health and Safety Policy

The Principal Contractor and all Contractors shall submit a Health and Safety Policy signed by their Chief Executive Officer. The Policy shall outline objectives and how they will be achieved and implemented by the Company/Contractor.

2.3.6 Health and Safety Organogram

The Principal Contractor and all Contractors shall submit an organogram, outlining the Health and Safety Site Management Structure including the relevant appointments/competent persons. In cases where appointments have not been made, the organogram shall reflect the intended positions. The organogram shall be updated when there are any changes in the Site Management Structure.

2.3.7 Preliminary Hazard Identification and Risk Assessment and Progress Hazard Identification and Risk Assessment.

The Contractor shall cause a hazard identification to be performed by a competent person before commencement of construction work, and the assessed risks shall form part of the construction phase health and safety plan submitted for approval by the Client. The risk assessment shall include:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- A list of hazards identified as well as potentially hazardous tasks;
- A documented risk assessment based on the list of hazards and tasks;
- A set of safe working procedures (method statements) to eliminate, reduce and/or control the risks assessed;
- A monitoring and review procedure of the risks assessment as the risks change.

The Principal Contractor shall ensure that all Contractors are informed, instructed and trained by a competent person regarding any hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop.

The Principal Contractor and relevant Contractors shall be responsible for ensuring that all persons who could be negatively affected by its operations are informed and trained according to the hazards and risks and are conversant with the safe work procedures, control measures and other related rules (tool box talk strategy to be implemented).

2.3.8 Health and Safety Representative(s)

The Principal Contractor and relevant Contractors shall ensure that Health and Safety Representative(s) are appointed under consultation and trained to carry out their functions. The appointment shall be in writing. The Health and Safety Representative shall carry out regular inspections, keep records and report all findings to the Responsible Person forthwith and at health & safety meetings.

2.3.9 Health and Safety Committees

The Principal Contractor shall ensure that project health and safety meetings are held monthly and minutes are kept on record. Meetings shall be organised and chaired by the Principal Contractor's Responsible Person. All Contractors' Responsible Persons and Health & Safety Representatives shall attend the monthly health & safety meetings. Contractors shall also have their own internal health & safety committees in accordance with the OHS Act 85/1993 and minutes of their meetings shall be forwarded to the Principal Contractor on a monthly basis.

2.3.10 Health and Safety Training

2.3.10.1 Induction

The Principal Contractor and relevant Contractors shall ensure that all site personnel undergo a risk-specific health & safety induction training session before starting work. A record of attendance shall be kept in the health & safety file.

2.3.10.2 Awareness

The Principal Contractor and relevant Contractors shall ensure that, on site, periodic toolbox talks take place at least once per fortnight. These talks should deal with risks relevant to the Construction work at hand. A record of attendance shall be kept in the health & safety file. All Contractors shall comply with this minimum requirement.

2.3.10.3 Competency

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

All competent persons shall have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control, and carry out. This will have to be assessed on regular basis e.g. periodic audits by the Client, progress meetings, etc. The Principal Contractor shall ensure that competent Contractors are appointed to carry out construction work.

2.3.11 General Record Keeping

The Principal Contractor and relevant Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993; and with the Construction Regulations (July 2003). The Principal Contractor shall ensure that all records of incidents/accidents, training, inspections, audits, etc. are kept in a health & safety file held in the site office. The Principal Contractor shall ensure that every Contractor opens its own health & safety file, maintains the file and makes it available on request.

2.3.12 Health & Safety Audits, Monitoring and Reporting

The Client shall conduct monthly health & safety audits of the work operations which may include a full audit of physical site activities as well as an audit of the administration of health & safety. The Principal Contractor shall conduct similar audits on all Contractors appointed by it. Detailed reports of the audit findings and results shall be reported on at all levels of project management meetings/forums. Copies of the Client audit reports shall be kept in the Primary Project Health & Safety File while the Principal Contractor audit reports shall be kept in their file, a copy being forwarded to the Client. Contractors have to audit their sub-contractors and keep records of these audits in their health & safety files, available on request.

2.3.13 Emergency Procedures

The Principal Contractor shall submit a detailed Emergency Procedure for approval by the Client prior to commencement on site. The procedure shall detail the response plan including the following key elements:

- List of key competent personnel;
- Details of emergency services;
- Actions or steps to be taken in the event of the specific types of emergencies;
- Information on hazardous material/situations.

Emergency procedure(s) shall include, but not be limited to, fire, spills, falls, accidents to employees, use of hazardous substances, major incidents/accidents, etc. The Principal Contractor shall advise the Client in writing forthwith, of any emergencies, together with a record of action taken. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc) shall be maintained and available to site personnel.

2.3.21 First Aid Boxes and First Aid Equipment

The Principal Contractor and relevant Contractors shall appoint in writing First Aider(s). The appointed First Aider(s) shall have received or be sent for accredited first aid training. Valid certificates are to be kept on site. The Principal Contractor shall provide an on-site First Aid Station with first aid facilities, including first aid boxes adequately stocked at all times. All Contractors with more than 5 employees shall supply their own first aid box. Contractors with more than 10 employees shall have a trained, certified first aider on site at all times.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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2.3.15 Accident/Incident Reporting and Investigation

Injuries are to be categorised into first aid; medical; disabling; and fatal. The Principal Contractor shall stipulate in its construction phase health & safety plan how it will handle each of these categories. When reporting injuries to the Client, these categories shall be used. All injuries shall be investigated by the Principal Contractor, with a report being forwarded to the Client forthwith. All Contractors shall report on the 4 categories of injuries to the Principal Contractor at least monthly. The Principal Contractor shall report all injuries to the Client in the form of a detailed injury report at least monthly.

2.3.16 Hazards and Potentially Hazardous Situations

The Principal Contractor shall immediately notify other Contractors as well as the Client of any hazardous or potentially hazardous situations that may arise during performance of construction activities.

2.3.17 Personal Protective Equipment (PPE) and Clothing

The Principal Contractor shall ensure that all workers are issued and wear hard hats (where applicable), safe footwear and overalls. The Principal Contractor and all Contractors shall make provision and keep adequate quantities of SABS approved PPE on site at all times. The Principal Contractor shall clearly outline procedures to be taken when PPE or Clothing is:

- Lost or stolen;
- Worn out or damaged.

The above procedure also applies to Contractors and their Sub-contractors, they are all Employers in their own right.

2.3.18 Occupational Health and Safety Signage

The Principal Contractor shall provide adequate on-site OHS signage. Including but not limited to: 'no unauthorised entry', 'report to site office', 'site office', 'beware of overhead work', 'hard hat area'. Signage shall be posted up at all entrances to site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations.

2.3.19 Permits

Permits may include the following:

- Use of Explosives and Blasting
- Work for which a fall prevention plan is required
- Use of cradles

2.3.20 Contractors and Sub-contractors

The Principal Contractor shall ensure that all Contractors under its control comply with this Specification, the OHS Act 85/1993, Construction Regulations (July 2003), and all other relevant legislation that may relate to the activities directly or indirectly. The Contractor, when appointing other Contractors as 'Sub-contractors', shall mutatis mutandis ensure compliance.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.4 Physical Requirements

2.4.1 Demolition Work

Prior to any demolition work being carried out, the Principal Contractor shall submit a safe working procedure for approval by the Client. Acceptance will then be issued to the Principal Contractor to proceed with the demolition work. The Principal Contractor shall ensure that demolition work complies with the Construction Regulations (July 2003).

2.4.2 Excavations, Shoring, Dewatering or Drainage

The Principal Contractor and any relevant Contractors shall make provision in their tender for shoring, dewatering or drainage of any excavation as per this specification. The Contractor shall make sure that:

- The excavations are inspected before every shift and a record is kept;
- Safe work procedures have been communicated to the workers;
- The safe work procedures are enforced and maintained by the Contractor's Responsible Persons at all times;
- The requirements as per section 11 of the Construction Regulations are adhered to.

2.4.3 Edge Protection and Penetrations

The Principal Contractor shall ensure that all exposed edges and openings are guarded and demarcated at all times until permanent protection has been erected. The Principal Contractor's risk assessment shall include these items. E.g. protection of decking edges, finished floor slab edges, stairways, floor penetrations, lift shafts, and all other openings and areas where a person may fall.

2.4.4 Explosives and Blasting

The Principal Contractor shall ensure that the use of explosives and blasting (where required) is undertaken by a competent Contractor. A Safe Work Procedure (SW P) shall be submitted to the Client for approval before commencement of blasting work. The Client will issue a permit to authorise the operation.

2.4.5 Piling

The Principal Contractor shall ensure that piling is undertaken by a competent Contractor. A SWP shall be submitted to the Client for approval before commencement of this work.

2.4.6 Stacking of Materials

The Principal Contractor and other relevant Contractors shall ensure that there is an appointed stacking supervisor and all materials, formwork and equipment is stacked and stored safely.

2.4.7 Speed Restrictions and Protection

The Principal Contractor shall ensure that all persons in its employ, all Contractors, and all those that are visiting the site are aware of and comply with any site speed restriction(s). Where necessary separate vehicle and pedestrian access routes should be provided, maintained, controlled, and enforced.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.4.8 Hazardous Chemical Substances (HCS)

The Principal Contractor and other relevant Contractors shall provide the necessary training and information regarding the use, transport, and storage of HCS. The Principal Contractor and relevant Contractors shall ensure that the use, transport, and storage of HCS is carried out as prescribed by the HCS Regulations. The Principal Contractor shall ensure that all hazardous chemicals on site have a Material Safety Data Sheet (MSDS) on site and the users are made aware of the hazards and precautions that need to be taken when using the chemicals. The First Aiders shall be made aware of the MSDS and how to treat HCS incidents appropriately.

2.5 Equipment and Machinery

2.5.1 Construction Equipment

"Construction Equipment" includes all types of equipment including but not limited to, cranes, piling rigs, earth moving equipment, concrete mixers, road making equipment, road vehicles, and all lifting equipment.

The Principal Contractor and relevant Contractors shall ensure that all such equipment complies with the requirements of the OHS Act 85/1993 and Construction Regulations (July 2003). The Principal Contractor and all relevant Contractors shall inspect and keep records of inspections of the construction plant used on site. Only authorised/competent persons are to use machinery under proper supervision. Appropriate PPE and clothing shall be provided and maintained in good condition at all times.

2.5.2 Vessels under Pressure (VuP) and Gas Bottles

The Principal Contractor and all relevant Contractors shall comply with the Vessels under Pressure Regulations, including:

- Providing competency and awareness training to the operators;
- Providing PPE or clothing;
- Inspect equipment regularly and keep records of inspections;
- Providing appropriate firefighting equipment (Fire Extinguishers) on hand.

2.5.3 Fire Extinguishers and Fire Fighting Equipment

The Principal Contractor and relevant Contractors shall provide adequate, regularly serviced firefighting equipment located at strategic points on site, specific to the classes of fire likely to occur. The appropriate notices and signs shall be posted up as required.

2.5.4 Hired Equipment and Machinery

The Principal Contractor and relevant Contractors shall ensure that any hired equipment and machinery used on site is safe for use. The necessary requirements as stipulated by the OHS Act 85/1993 and Construction Regulations (July 2003) shall apply. The Principal Contractor and relevant Contractors shall

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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ensure that operators hired with machinery are competent and that certificates are kept on site in the health & safety file.

2.5.5 Scaffolding/ Working at Heights

Working at heights includes any work that takes place in an elevated position. The Principal Contractor and relevant Contractors shall submit a risk-specific fall prevention plan in accordance with the Construction Regulations (July 2003) before this work is undertaken. The fall prevention plan must be approved by the Client before work may commence, and approval to operate will be issued.

2.5.6 Formwork and Support work for Structures

The Principal Contractor and relevant Contractors shall ensure that the provisions of section 10 of the Construction Regulations (July 2003) are adhered to. These provisions shall include but not be limited to ensuring that all equipment used is examined for suitability before use; that all formwork and support work is inspected by a competent person immediately before, during and after placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work has been removed. Records of all inspections shall be kept in a register on site.

2.5.7 Lifting Machines and Tackle

The Principal Contractor and all Contractors shall ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations and the Construction Regulations (section 20). There must be a competent lifting machinery and tackle inspector who must inspect the equipment daily or before use, to ensure that:

- All lifting machinery and tackle has a safe working load clearly indicated;
- Regular inspection and servicing is carried out;
- Records are kept of inspections and of service certificates;
- There is proper supervision in terms of guiding the loads that includes a trained banksman to direct lifting operations and check lifting tackle;
- The tower crane bases have been approved by an engineer;
- The operators are competent as well as physically and psychologically fit to work and in possession of a medical certificate of fitness to be available on site.

2.5.8 Ladders and Ladder Work

The Principal Contractor and relevant Contractors shall ensure that all ladders are inspected monthly, are in good safe working order are the correct height for the task, extend at least 1 m above the landing, fastened and secured, and at a safe angle. Records of inspections shall be kept in a register on site.

2.5.9 General Machinery

The Principal Contractor and relevant Contractors shall ensure compliance with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing, and training those who use machinery

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.5.10 *Portable Electrical Tools and Explosive Powered Tools*

The Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation. The Contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in safe working order. Regular inspections and toolbox talks must be conducted to make workers aware of the dangers and control measures to be implemented e.g. personal protection equipment, guards, etc.

The Contractor shall consider the following:

- A competent person undertakes routine inspections and records are kept;
- Only authorised trained persons use the tools;
- The safe working procedures apply;
- Awareness training is carried out and compliance is enforced at all times; and
- PPE and clothing is provided and maintained.
- A register indicating the issue and return of all explosive round;
- Signs to be posted up in the areas where explosive powered tools are being used

2.5.11 High Voltage Electrical Equipment

The location of any high voltage electrical equipment on, under or above the construction area shall be clearly identified, and the Principal Contractor and relevant Contractors shall ensure that every person working close to or under high voltage electrical equipment is made aware of the dangers likely to arise.

2.5.12 Public and Site Visitor Health & Safety

The Principal Contractor and relevant Contractors shall ensure that every person working on or visiting the site, as well as the public in general, is made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimise those dangers. Appropriate health and safety notices and signs shall be posted up, but shall not be the only measure taken.

Both the Client and the Principal Contractor have a duty in terms of the OHS Act 85/1993 to do all that is reasonably practicable to prevent members of the public and site visitors from being affected by the construction activities.

Site visitors must be briefed on the hazards and risks they may be exposed to and what measures are in place or should be taken to control these hazards and risks. A record of these 'inductions' must be kept on site in accordance with the Construction Regulations.

2.5.13 *Night Work*

The Principal Contractor and relevant Contractors shall ensure that adequate lighting is provided to allow for work to be carried out safely.

2.5.21 *Transport of Workers*

The Principal Contractor and relevant Contractors shall not transport persons together with goods or tools unless there is an appropriate area or section to store them.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.6 Occupational Health

2.6.1 Occupational Hygiene

Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and all Contractors shall ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards. Prevent inhalation, ingestion, absorption, and noise induction. Generic site-specific health risks are tabled in Annexure C e.g. cement dust, wet cement, wood-dust, noise, etc.

2.6.2 Alcohol and other Drugs

No alcohol and other drugs will be allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior; who shall in turn report this to the Principal Contractor forthwith any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suspected of being under the influence of alcohol or other drugs shall be sent off site immediately.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION (HSS)

PROJECT:

ANNEXURE A

The Principal Contractor and Contractors shall submit proof of compliance with Annexure A with the construction phase H&S plan where applicable.

HSS Item No.	Requirement	OHS Act Requirement	Submission Date
2.3.1	Notification of intention to commence construction/ building work	Complete Schedule 1 (Construction Regulations)	Before commencement on site
2.3.2	Assignment of responsible person to supervise construction work	All relevant appointments as per OHS Act and Construction Regulations	Before commencement on site
2.3.3	Competence of responsible person	Client requirement and OHS Act	Together with H&S Plan
2.3.4	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	COIDA requirement	Together with H&S Plan
2.3.5	Occupational Health and Safety policy	OHS Act	Together with H&S Plan
2.3.6	Health and Safety organogram	Client requirement	Together with H&S Plan
2.3.7	Initial hazard identification and risk assessment based on the client's assessment	Construction regulations	Together with H&S Plan
2.3.8	Health and Safety representative	OHS Act	Submit as soon as there are more than 20 employees on site

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

ASSIGNMENT OF PRINCIPAL CONTRACTOR'S RESPONSIBLE PERSONS

PROJECT:

ANNEXURE B

The Principal Contractor shall make the following appointments according to the initial risk assessment: (further appointments could become necessary as project progresses)

Note: Depending on the scale of the project the same person may take on multiple appointments

E.g. The Construction Supervisor could also be the First Aider, the Scaffolding Supervisor and the Earthworks Supervisor etc.

APPOINTMENT	OHSa REFERENCE	REQUIREMENT
CEO Assignee	Section 16(2)	A competent person to assist with the on-site H & S overall responsibility - Contractor's Responsible Person
Construction Work Supervisor	CR 6.1	A competent person to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties.
Subordinate Construction Work Supervisors	CR 6.2	A competent person to assist with daily supervision of construction/building work. The person assists the Construction Work Supervisor.
Health & Safety Representative(s)	Section 17	A competent person(s) to inspect H & S in reference to plant, machinery & Health & Safety of persons in the workplace.
Health & Safety Committee Member(s)	Section 19	A competent person(s) representing the employer to assist with the onsite Health & Safety matters.
Incident Investigator	GAR 8	A competent person to investigate incidents/accidents on site & could be: • The employer • H & S Representative • Designated person • Member of the H & S Committee.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

APPOINTMENT	OHSa REFERENCE	REQUIREMENT
Risk assessment co-ordinator	CR 7	A competent person to co-ordinate all risk assessments on behalf of the Principal Contractor and relevant Contractors.
Fall protection plan co-ordinator	CR 8	A competent person to prepare & amend the fall protection plan.
First Aiders	GSR 3	A qualified person to address all on site first aid cases.
Machinery Inspector	GSR 2.1	A competent person to supervise machinery.
Lifting machine & equipment inspector	DMR 18	A competent person to inspect lifting machines, equipment & tackle.
Scaffolding Inspector	SABS 085	A competent person to inspect scaffolding before use and every time after bad weather, etc.
Scaffolding erector	GSR 13D	A competent person to erect scaffolding.
Scaffolding supervisor	SABS 085	A competent person to supervise scaffolding.
Formwork & support work inspector	CR 10	A competent person to inspect formwork & support work.
Excavation Inspector	CR 11	A competent person to inspect excavation work and ensure that approved safe working procedures are followed at all times.
Ladder Inspector	GSR 13A	A competent person to inspect ladders daily and ensure they are safe for use, keeping monthly record.
Stacking Supervisor	CR 26	A competent person to supervise all stacking and storage operations.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

APPOINTMENT	OHSa REFERENCE	REQUIREMENT
Explosive powered tools inspector/supervisor	CR 19	A competent person to inspect & clean the tool daily and controlling all operations thereof.
Temporary electrical installations supervisor	CR 22	A competent person to control all temporary electrical installations.
Fire-fighting equipment inspector	CR 27	A competent person to inspect fire-fighting equipment.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

OTHER REQUIREMENTS

PROJECT:

ANNEXURE C

The Principal Contractor shall comply with but not be limited to the following requirements: report on these to the Client at progress meetings or at least monthly whichever is sooner.

WHAT	WHEN	OUTPUT	ACCEPTED BY CLIENT & DATE
Induction training	Every worker before he/she starts work.	Attendance registers	
Awareness Training (Tool Box Talks)	At least weekly	Attendance registers	
Health & Safety Reports	Monthly	Report covering: - Incidents/accidents & investigations - Non-conformances by employees & contractors - Internal & External H & S audit reports.	
Emergency procedures	Ongoing evaluation of procedure.	Table procedure in writing as well as tel. Numbers.	
Risk assessment	Updated & signed off at least monthly	Documented risk assessment.	
Safe work procedures	Drawn up before workers are exposed to new risks	Documented set of safe work procedures (method statements) updated & signed off.	
General Inspections	Weekly & daily	Report OHS Act compliance: - Scaffolding - Excavations - Formwork & support work - Explosive tools	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

WHAT	WHEN	OUTPUT	ACCEPTED BY CLIENT & DATE
General Inspections	Monthly	Firefighting equipment Portable electrical equip. Ladders Lifting equipment/slings	
List of Contractors	List to be updated weekly	Table list, number of workers and Company tel. Numbers.	
Workman's Compensation	Ongoing	Table a list of Contractor's workman's compensation proof of good standing.	
Construction site rules & Section 37.2 Mandatory Agreement	Ongoing	Table a report of all signed up Mandararies.	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ACKNOWLEDGEMENT OF RECEIPT

PROJECT:

ANNEXURE D

I, _____ representing,

Principal Contractor / Contractor / Employer

Have satisfied myself with the content of the Pre-construction Health and Safety Specification and shall ensure that the Principal Contractor / Contractor and its personnel comply with all obligations / requirements in respect thereof.

Signature of Principal Contractor / Contractor

Date

Signature of Client / Client's Agent

Date

Comments

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C5.2 ENVIRONMENTAL MANAGEMENT PLAN

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C1007 Activities/Aspects Causing Impacts.....
C1008 Environmental Management of Construction Activities.....
a) Site Establishment
b) Sewage Treatment
c) Waste Management
d) Control at the workshop
e) Clearing the Site
f) Soil Management
g) Drainage
h) Earthworks and Layer works
i) Batching Sites
j) Spillages
k) Areas of Specific Importance
l) Noise Control
m) Dust Control
n) Alien Vegetation
C1009 Record Keeping.....
C1010 Compliance.....
Table 1 Mechanism that Cause Environmental Impacts during Construction
Activities

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1001 SCOPE

This environmental management programme (EMP) sets out the methods by which proper environmental controls are to be implemented by the contractor. The duration over which the contractor's controls shall be in place cover the construction period of the project as well as the limited time after contract completion defined by the General Conditions of Contract, and the project specifications, as the defects liability period (maintenance period).

The provisions of this EMP are binding on the contractor during the life of the contract. They are to be read in conjunction with all the documents that comprise the suite of documents for this contract.

The EMP is a dynamic document subject to similar influences and changes as are wrought by variations to the provisions of the project specification. Any substantial changes shall be submitted to the Employer in writing for approval.

The EMP identifies the following:

Construction activities that will impact on the environment
Specifications with which the contractor shall comply in order to protect the environment from the identified impacts
Actions that shall be taken in the event of non-compliance

C1002 DEFINITIONS

Alien Vegetation: alien vegetation is defined as undesirable plant growth which shall include, but not be limited to, all declared category 1 and 2 listed invader species as set out in the Conservation of Agricultural Resources Act (CARA) regulations. Other vegetation deemed to be alien shall be those plant species that show the potential to occupy in number, any area within the defined construction area.

Construction Activity: a construction activity is any action taken by the contractor, his subcontractors, suppliers or personnel during the construction process.

Environment: environment means the surroundings within which humans exist and that could be made up of –

- the land, water and atmosphere of the earth;
- micro-organisms, plant and animal life;
- any part or combination of (i) and (ii) and the interrelationships among and between them; and
- the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being

Environmental Aspect: an environmental aspect is any component of a contractor's construction activity that is likely to interact with the environment.

Environmental Impact: an impact or environmental impact is the change to the environment, whether desirable or undesirable, that will result from the effect of a construction activity within the

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

road width and between the limits that define the construction site. An impact may be the direct or indirect consequence of a construction activity.

Road Reserve: the road reserve is a corridor of land, defined by co-ordinates and proclamation, within which the road, including access intersections or interchanges, is situated. A road reserve may, or may not, be bounded by a fence.

Road Width: for the purposes, of the EMP, the road width is defined as the area within the road reserve i.e. fence line to fence line, but also includes all areas beyond the road reserve that are affected by the continuous presence of the road, e.g. a reach of a water course.

C1003 IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS

The contractor shall identify likely aspects before commencing with any construction activity. Examples of environment aspects include:

- waste generation
- storm water discharge
- emission of pollutants into the atmosphere
- chemical use operations
- energy use operations
- water use operations
- use of natural resources

Thereafter the contractor shall programme his work in such a way that each cause and effect of a construction activity is also identified and the activity planned so as to prevent any impact from happening. If prevention is not practical or in the event of mishap or misapplication, the contractor shall provide plans and measures for the engineer's approval which will limit and contain the magnitude, duration and intensity of the impact. The contractor shall demonstrate that he is capable of carrying out any repair and reinstatement of the damaged environment. These requirements shall be concurrent with the time constraints to produce an approved construction programme according to clause 15 of the general conditions of contract and clause B1204 of these project specifications.

Listed below are some environmental impacts that could adversely alter an aspect of the environment through usual construction activities:

Pollution of atmosphere, soil or water
Destruction or removal of fauna and flora and effect on biological diversity
Deformation of the landscape
Soil erosion
Destruction of historical/heritage sites
Effect on the built environment
Effect on agricultural land and wetlands

General good construction practise will play an important role in avoiding the occurrence of an Impact. The contractor's attention is drawn, in this regard, to C1008. Environmental Management of Construction Activities.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1004 LEGAL REQUIREMENTS

a) General

Construction will be according to the best industry practices, as identified in the project documents. This EMP, which forms an integral part of the contract documents, informs the contractor as to his duties in the fulfilment of the project objectives, with particular reference to the prevention and mitigation of environmental impacts caused by construction activities associated with the project. The contractor should note that obligations imposed by the EMP are legally binding in terms of environmental statutory legislation and in terms of the additional conditions to the general conditions of contract that pertain to this project. In the event that any rights and obligations contained in this document contradict those specified in the standard or project specifications then the latter shall prevail.

b) Statutory and other applicable legislation

It is expected that the contractor is conversant with all legislation pertaining to the environment, including provincial and local government ordinances, which may be applicable to the contract.

C1005 ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS

a) Appointment of a Designated Environmental Officer (DEO)

For the purposes of implementing the conditions contained herein, the contractor shall submit to the engineer for approval the appointment of a nominated representative of the contractor as the DEO for the contract. The request shall be given, in writing, at least fourteen days before the start of any work clearly setting out reasons for the nomination, and with sufficient detail to enable the engineer to make a decision. The engineer will, within seven days of receiving the request, approve, reject or call for more information on the nomination. Once a nominated representative of the contractor has been approved he/she shall be the DEO and shall be the responsible person for ensuring that the provisions of the EMP are complied with during the life of the contract. The engineer will be responsible for issuing instructions of the contractor where environmental considerations call for action to be taken. The DEO shall submit regular written reports to the engineer, but not less frequently than once a month.

The engineer shall have the authority to instruct the contractor to replace the DEO if, in the engineer's opinion, the appointed officer is not fulfilling his/her duties in terms of the requirements of the EMP or this specification. Such instruction will be in writing and shall clearly set out the reasons why a replacement is required.

There shall be an approved DEO on the site at all times.

b) Administration

Before the contractor begins each construction activity the DEO shall give to the engineer a written statement setting out the following:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The type of construction activity
Locality where the activity will take place
Identification of the environmental aspects and impacts that might result from the activity
Methodology for impact prevention for each activity or aspect
Methodology for impact containment for each activity or aspect
Emergency/disaster incident and reaction procedures
Treatment and continued maintenance of impacted environment

The contractor may provide such information in advance for any or all construction activities provided that new submissions shall be given to the engineer whenever there is a change or variation to the original.

The engineer may provide comment on the methodology and procedures proposed by the DEO, but he shall not be responsible for the contractor's chosen measures of impact mitigation and emergency/disaster management systems. However, the contractor shall demonstrate at inception and at least once during the contract that the approved measures and procedures function properly.

c) Good Housekeeping

The Contractor shall undertake "good housekeeping" practices during construction. This will help avoid disputes on responsibility and allow for the smooth running of the contract as a whole. Good housekeeping extends beyond the wise practice of construction methods that leaves production in a safe state from the ravages of weather to include the care for and preservation of the environment within which the site is situated.

C1006 TRAINING

The designated environmental officer (DEO) must be appropriately trained in environmental management and must possess skills necessary to impart environmental management skills to all personnel involved in the contract.

The contractor shall ensure that adequate environmental training takes place. All employees shall have been given an induction presentation on environmental awareness. Where possible, the presentation needs to be conducted in the language of the employees. The environmental training should, as a minimum, include the following:

- The importance of conformance with all environmental policies
- The environmental impacts, actual or potential, of their work activities
- The environmental benefits of improved personal performance

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Their roles and responsibilities in achieving conformance with the environmental policy and procedures and with the requirement of the Agency's environmental management systems, including emergency preparedness and response requirements
- The potential consequences of departure from specified operating procedures
- The mitigation measures required to be implemented when carrying out their work activities

In the case of permanent staff the contractor shall provide evidence that such induction causes have been presented. In the case of new staff (including contract labour) the contractor shall inform the engineer when and how it intends concluding its environmental training obligations.

C1007 ACTIVITIES/ASPECTS CAUSING IMPACTS

A list of possible causes of environmental impacts that occur during construction activities is given in Table 7/1: Aspects or Activities that Cause Environmental Impacts during Construction Activities, which is to be found at the end of this section. This list is not exhaustive, and shall be used for guideline purposes only.

C1008 ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES

a) Site Establishment

i) Site Plan

The contractor shall establish his construction camps, offices, workshops, staff accommodation and testing facilities on the site in a manner that does not adversely affect the environment. However, before construction can begin, the contractor shall submit to the engineer for his approval, plans of the exact location, extent and construction details of these facilities and the impact mitigation measures the contractor proposes to put in place.

The plans shall detail the locality as well as the layout of the waste treatment facilities for litter, kitchen refuse, sewage and workshop-derived effluents. The site offices should not be sited in close proximity to steep areas, as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the offices, and in particular the ablution facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles are located as far away as possible from any water course as possible. Regardless of the chosen site, the contractor's intended mitigation measures shall be indicated on the plan. The site plan shall be submitted not later than the first site meeting. Detailed, electronic colour photographs shall be taken of the proposed site before any clearing may commence. These records are to be kept by the engineer for consultation during rehabilitation of the site.

ii) Vegetation

The contractor has a responsibility to inform his staff of the need to be vigilant against any practice that will have a harmful effect on vegetation.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The natural vegetation encountered on the site is to be conserved and left as intact as possible. Vegetation planted at the site shall be indigenous and in accordance with instructions issued by the engineer. Only trees and shrubs directly affected by the works, and such others as may be indicated by the engineer in writing, may be felled or cleared. In wooded areas where natural vegetation has been cleared out of necessity, same specie indigenous trees as were occurring, shall be re-established.

The project specification for the rehabilitation of the grass cover shall be strictly adhered to. Any proclaimed weed or alien species that propagates during the contract period shall be cleared by hand before seeding. Fires shall only be allowed in facilities or equipment specially constructed for this purpose. A firebreak shall be cleared and maintained around the perimeter of the camp and office sites.

iii) Rehabilitation

The area where the site offices were erected will require rehabilitation at the end of the contract. All construction material, including concrete slabs and braai areas shall be removed from the site on completion of the contract.

iv) Water for Human Consumption

Water for human consumption shall be available at the site offices and at other convenient locations on site.

All effluent water from the camp/office sites shall be disposed of in a properly designed and constructed system, situated so as not to adversely affect water sources (streams, rivers, pans dams etc.). Only domestic type wastewater shall be allowed to enter this drain.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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v) Cooking Fuel

The contractor shall provide adequate facilities for his staff so that they are not encouraged to supplement their comforts on site by accessing what can be taken from the natural surroundings. The contractor shall ensure that energy sources are available at all times for construction and supervision personnel for heating and cooking purposes.

b) Sewage Treatment

Particular reference in the site establishment plan shall be given to the treatment of sewage generated at the site offices, site laboratory and staff accommodation and at all localities on the site where there will be a concentration of labour. Sanitary arrangements should be to the satisfaction of project management, the local authorities and legal requirements.

Safe and effective sewage treatment will require one of the following sewage handling methods: septic tanks and soak-aways, dry-composting toilets such as “enviro loos”, or the use of chemical toilets which are supplied and maintained by a subcontractor. The type of sewage treatment will depend on the geology of the area selected, the duration of the contract and proximity (availability) of providers of chemical toilets. Should a soak-away system be used, it shall not be closer than 800 meters from any natural water course or water retention system. The waste material generated from these facilities shall be serviced on a regular basis. The positioning of the chemical toilets shall be done in consultation with the engineer.

Toilets and latrines shall be easily accessible and shall be positioned within walking distance from wherever employees are employed on the works. Use of the veld for this purpose shall not, under any circumstances, be allowed.

Outside toilets shall be provided with locks and doors and shall be secured to prevent them from blowing over. The toilets shall also be placed outside areas susceptible to flooding. The contractor shall arrange for regular emptying of toilets and 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.

c) Waste Management

The contractor's intended methods for waste management and waste minimisation shall be implemented at the outset of the contract. All personnel shall be instructed to dispose of all waste in the proper manner.

i) Solid Waste

Solid waste shall be stored in an appointed area in covered, tip proof metal drums for collection and disposal. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the engineer. Disposal of solid waste shall be at a Department of Water Affairs and Forestry (DWAF) licensed landfill site or at a site approved by DWAF in the event that an existing operating landfill site is not within reasonable distance from the site

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

offices and staff accommodation. No waste shall be burned or buried at or near the site offices, nor anywhere else on the site, including the approved solid waste disposal site.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

ii) Litter

No littering by construction workers shall be allowed. During the construction period, the facilities shall be maintained in a neat and tidy condition and the site shall be kept free of litter.

Measures shall be taken to reduce the potential for litter and negligent behaviour with regard to the disposal of all refuse. At all places of work the contractor shall provide litter collection facilities for later safe disposal at approved sites.

iii) Hazardous Waste

Hazardous waste such as bitumen, tar, oils, etc. shall be disposed of in a Department of Water Affairs and Forestry approved landfill site. Special care shall be taken to avoid spillage of tar or bitumen products such as binders or pre-coating fluid to avoid water-soluble phenols from entering the ground or contaminating water.

Under no circumstances shall the spoiling of tar or bituminous products on the site, over embankments, in borrow pits or any burying, be allowed. Unused or rejected tar or bituminous products shall be returned to the supplier's production plant. No spillage of tar or bituminous products shall be allowed on site. Affected areas shall be promptly reinstated to the satisfaction of the engineer.

d) Control at the Workshop

The contractor's management and maintenance of his plant and machinery will be strictly monitored according to the criteria given below, regardless whether it is serviced on the site (i.e. at the place of construction activity or at a formalised workshop).

i) Safety

All the necessary handling and safety equipment required for the safe use of petrochemicals and oils shall be provided by the contractor to, and used or worn by, the staff whose duty it is to manage and maintain the contractor's and his subcontractor's and supplier's plant, machinery and equipment.

ii) Hazardous Material Storage

Petrochemicals, oils and identified hazardous substances shall only be stored under controlled conditions. All hazardous materials, e.g. tar or bitumen binders shall be stored in a secured, appointed area that is fenced and has restricted entry. Storage of tar or bituminous products shall only take place using suitable containers to the approval of the engineer.

The contractor shall provide proof to the engineer that relevant authorisation to store such substances has been obtained from the relevant authority. In addition, hazard signs indicating the nature of the stored materials shall be displayed on the storage facility or containment structure. Before containment or storage facilities can be erected the contractor shall furnish

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

the engineer with details of the preventative measures he proposes to install in order to mitigate against pollution of the surrounding environment from leaks or spillage. The preferred method shall be a concrete floor that is bunded. Any deviation from the method will require proof from the relevant authority that the alternative method proposed is acceptable to that authority. The proposals shall also indicate the emergency procedures in the event of misuse or spillage that will negatively affect an individual or the environment.

iii) Fuel and Gas Storage

Fuel should be stored in a secure area in a steel tank supplied and maintained by the fuel suppliers. Leakage of fuel shall be avoided. An adequate bund wall, 110% of volume, shall be provided for fuel and diesel areas to accommodate any spillage or overflow from these substances. The area inside the bund wall shall be lined with an impervious lining to prevent infiltration of the fuel into the soil.

Gas welding cylinders and LPG cylinders shall be stored in a secure, well-ventilated area.

iv) Oil and Lubricant Waste

Used oil, lubricants and cleaning materials from the maintenance of vehicles and machinery shall be collected in a holding tank and sent back to the supplier. Water and oil should be separated in an oil trap. Oils collected in this manner, shall be retained in a safe holding tank and removed from site by a specialist oil recycling company for disposal at approved waste disposal sites for toxic/hazardous materials. Oil collected by a mobile servicing unit shall be stored in the service unit's sludge tank and discharged into the safe holding tank for collection by the specialist oil recycling company.

All used filter materials shall be stored in a secure bin for disposal off site. Any contaminated soil shall be removed and replaced. Soils contaminated by oils and lubricants shall be collected and disposed of at a facility designated by the local authority to accept contaminated materials.

e) Clearing the Site

In all areas where the contractor intends to, or is required to clear the natural vegetation and soil, either within the road reserve, or at designated or instructed areas outside the road reserve, a plan of action shall first be submitted to the engineer for his approval.

The plan shall contain a photographic record and chainage/land reference of the areas to be disturbed. This shall be submitted to the engineer for his records before any disturbance/stockpiling may occur. The record shall be comprehensive and clear, allowing for easy identification during subsequent inspections.

The contractor shall be held responsible for re-establishment of grass within the road reserve boundaries for all areas disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for, or from, road construction has to be stored temporarily or otherwise within the road reserve, or

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

at designated or instructed areas outside the road reserve. This responsibility shall extend until expiry of the defects liability period.

f) Soil Management

i) Topsoil

Topsoil shall be removed from all areas where physical disturbance of the surface will occur and shall be stored and adequately protected. The contract will provide for the stripping and stockpiling of topsoil from the site for later re-use. Topsoil is considered to be the natural soil covering, including all the vegetation and organic matter. Depth may vary at each site. The areas to be cleared of topsoil shall include the storage areas. All topsoil stockpiles and windrows shall be maintained throughout the contract period in a weed-free condition. Weeds appearing on the stockpiled or windrowed topsoil shall be removed by hand. Soils contaminated by hazardous substances shall be disposed of at an approved Department of Water Affairs and Forestry waste disposal site. The topsoil stockpiles shall be stored, shaped and sited in such a way that they do not interfere with the flow of water to cause damming or erosion, or itself be eroded by the action of water. Stockpiles of topsoil shall not exceed a height of 2m, and if they are to be left for longer than 6 months, shall be analysed, and if necessary, upgraded before replacement. Stockpiles shall be protected against infestation by weeds.

The contractor shall ensure that no topsoil is lost due to erosion – either by wind or water. Areas to be topsoiled and grassed shall be done so systematically to allow for quick cover and reduction in the chance of heavy topsoil losses due to unusual weather patterns. The contractor's programme shall clearly show the proposed rate of progress of the application of topsoil and grassing. The contractor shall be held responsible for the replacement, at his own cost, for any unnecessary loss of topsoil due to his failure to work according to the progress plan approved by the engineer. The contractor's responsibility shall also extend to the clearing of drainage or water systems within and beyond the boundaries of the road reserve that may have been affected by such negligence.

ii) Subsoil

The subsoil is the layer of soil immediately beneath the topsoil. It shall be removed, to a depth instructed by the engineer, and stored separately from the topsoil if not used for road building. This soil shall be replaced in the excavation in the original order it was removed for rehabilitation purposes.

g) Drainage

The quality, quantity and flow direction of any surface water runoff shall be established prior to disturbing any area for construction purposes. Cognisance shall be taken of these aspects and incorporated into the planning of all construction activities. Before a site is developed or expanded, it shall be established how this development or expansion will affect the drainage pattern. Recognised water users / receivers shall not be adversely affected by the expansion or re-development. No water source shall be polluted in any way due to proposed changes.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Streams, rivers, pans, wetlands, dams, and their catchments shall be protected from erosion, direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and bituminous or tar products.

The contractor shall submit to the engineer his proposals for prevention, containment and rehabilitation measures against environmental damage of the identified water and drainage systems that occur on the site. Consideration shall be given to the placement of sedimentation ponds or barriers where the soils are of a dispersive nature or where toxic fluids are used in the construction process. The sedimentation ponds must be large enough to contain runoff so that they function properly under heavy rain conditions.

h) Earthworks and Layer works

This section includes all construction activities that involve the mining of all materials, and their subsequent placement, stockpile, spoil, treatment or batching, for use in the permanent works, or temporary works in the case of deviations. Before any stripping prior to the commencement of construction, the contractor shall have complied with the requirements of sections C1008 (e) and C1008 (g). In addition, the contractor shall take cognisance of the requirements set out below.

i) Quarries and borrow pits

The contractor's attention is drawn to the requirement of the Department of Minerals and Energy that before entry into any quarry or borrow pit, an EMP for the establishment, operation and closure of the quarry or borrow pit shall have been approved by the Department. It is the responsibility of the contractor to ensure that he obtains from the engineer, a copy of the approved EMP prior to entry into the quarry or borrow pit. The conditions imposed by the relevant EMP are legally binding on the contractor and may be more extensive and explicit than the requirements of this specification. In the event of any conflict occurring between the requirements of the specific EMP and these specifications the former shall apply. The cost of complying with the requirements shall be deemed to be included in existing rates in the Schedule of Quantities

ii) Excavation, hauling and placement

The contractor shall provide the engineer with detailed plans of his intended construction processes prior to starting any cut or fill or layer. The plans shall detail the number of personnel and plant to be used and the measures by which the impacts of pollution (noise, dust, litter, fuel, oil and sewage), erosion, vegetation destruction and deformation of landscape will be prevented, contained and rehabilitated. Particular attention shall also be given to the impact that such activities will have on the adjacent built environment. The contractor shall demonstrate his "good housekeeping", particularly with respect to closure at the end of every day so that the site is left in a safe condition from rainfall overnight or over periods when there is no construction activity.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

iii) Spoil sites

The contractor shall be responsible for the safe siting, operation, maintenance and closure of any spoil site he uses during the contract period, including the defects liability period. This shall include existing spoil sites that are being re-entered. Before spoil sites may be used proposals for their locality, intended method of operation, maintenance and rehabilitation shall be given to the engineer for his approval. The location of these spoil sites shall have signed approval from the affected landowner before submission to the engineer. No spoil site shall be located within 500m of any watercourse. A photographic record shall be kept of all spoil sites for monitoring purposes. This includes before the site is used and after revegetation.

The use of approved spoil sites for the disposal of hazardous or toxic wastes shall be prohibited unless special measures are taken to prevent leaching of the toxins into the surrounding environment. Such special measures shall require the approval of the relevant provincial or national authority. The same shall apply for the disposal of solid waste generated from the various camp establishments. The engineer will assist the contractor in obtaining the necessary approval if requested by the contractor.

Spoil sites will be shaped to fit the natural topography. These sites shall receive a minimum of 75mm topsoil and be grassed with the recommended seed mixture. Slopes shall not exceed a vertical: horizontal ratio of 1:3. Only under exceptional circumstances will approval be given to exceed this ratio. Appropriate grassing measures to minimise soil erosion shall be undertaken by the contractor. This will include both strip and full sodding. The contractor may motivate to the engineer for other acceptable stabilizing methods. The engineer may only approve a completed spoil site at the end of the defects liability period upon receipt from the contractor of a landowner's clearance notice and an engineer's certificate certifying slope stability. The contractor's costs incurred in obtaining the necessary certification for opening and closing of spoil sites shall be deemed to be included in the tendered rates for spoiling.

iv) Stockpiles

The contractor shall plan his activities so that materials excavated from borrow pits and cuttings, in so far as possible, can be transported direct to and placed at the point where it is to be used. However, should temporary stockpiling become necessary, the areas for the stockpiling of excavated and imported material shall be indicated and demarcated on the site plan submitted in writing to the engineer for his approval, together with the contractor's proposed measures for prevention, containment and rehabilitation against environmental damage.

The areas chosen shall have no naturally occurring indigenous trees and shrubs present that may be damaged during operations. Care shall be taken to preserve all vegetation in the immediate area of these temporary stockpiles. During the life of the stockpiles the contractor shall at all times ensure that they are:

- Positioned and sloped to create the least visual impact;
- Constructed and maintained so as to avoid erosion of the material and contamination of surrounding environment; and

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Kept free from all alien/undesirable vegetation.

After the stockpiled material has been removed, the site shall be re-instated to its original condition. No foreign material generated / deposited during construction shall remain on site. Areas affected by stockpiling shall be landscaped, top soiled, grassed and maintained at the contractor's cost until clearance from the engineer is received.

Material milled from the existing road surface that is temporarily stockpiled in areas approved by the engineer within the road reserve, shall be subject to the same condition as other stockpiled materials. Excess materials from windrows, in situ milling or any detritus of material from road construction activities may not be swept off the road and left unless specifically instructed to do so in the contract drawing or under instruction from the engineer

In all cases, the engineer shall approve the areas for stockpiling and disposal of construction rubble before any operation commences and shall approve their clause only when they have been satisfactorily rehabilitated.

v) Blasting activities

Wherever blasting activity is required on the site (including quarries and/or borrow pits) the contractor shall rigorously adhere to the relevant statutes and regulations that control the use of explosives. In addition, the contractor shall, prior to any drilling of holes in preparation for blasting, supply the engineer with a locality plan of the blast site on which shall be shown the zones of influence of the ground and air shock-waves and expected limits of fly-rock. The plan shall show each dwelling, structure and service within the zones of influence and record all details of the dwellings/structures/services including existing positions, lengths and widths of cracks, as well as the condition of doors, windows, roofing, wells, boreholes etc. The contractor, alone, shall be responsible for any costs that can be attributed to blasting activities, including the collection of fly-rock from adjacent lands and fields. The submission of such a plan shall not in any way absolve the contractor from his responsibilities in this regard. The contractor shall also indicate to the engineer the manner in which he intends to advertise to the adjacent communities and/or road users the time and delays to be expected for each individual blast.

i) Batching sites

Asphalt plants are considered scheduled processes listed in the second schedule to the Atmospheric Pollution Prevention Act, 1965 (Act No. 45 of 1965). Should the use of an asphalt plant be considered on site, the contractor shall be responsible to obtain the necessary permit from the Department of Environmental Affairs and Tourism, regardless of where they are sited.

Crushing plants and concrete batching plants, whether sited inside or outside of defined quarry or borrow pit areas, shall be subject to the requirements of the Department of Minerals and Energy legislation as well as the applicable industrial legislation that governs gas and dust emissions into the atmosphere. Such sites will be the subject of regular inspections by the relative authorities during the life of the project. In addition, the selection, entry onto, operation,

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

maintenance, closure and rehabilitation of such sites shall be the same as for those under section C1008(h)(iii), with the exception that the contractor shall provide additional measures to prevent, contain and rehabilitate against environmental damage from toxic/hazardous substances. In this regard the contractor shall provide plans that take into account such additional measures as concrete floors, bonded storage facilities, linings to drainage channels and settlement dams. Ultimate approval of these measures shall be from the relevant national authority, as shall approval of closure. The engineer will assist the contractor in his submissions to the relevant authority.

Effluent from concrete batch plants and crusher plants shall be treated in a suitable designated sedimentation dam to the legally required standards to prevent surface and groundwater pollution. The designs of such a facility should be submitted to the engineer for approval.

The contractor shall invite the relevant department to inspect the site within 2 months after any plant is commissioned and at regular intervals thereafter, not exceeding 12 months apart

j) Spillages

Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and tar or bituminous products. In the event of a spillage, the contractor shall be liable to arrange for professional service providers to clear the affected area.

Responsibility for spill treatment lies with the contractor. The individual responsible for, or who discovers a hazardous waste spill must report the incident to his/her DEO or to the engineer. The Designated Environmental Officer will assess the situation in consultation with the engineer and act as required. In all cases, the immediate response shall be to contain the spill. The exact treatment of polluted soil / water shall be determined by the contractor in consultation with the DEO and the engineer. Areas cleared of hazardous waste shall be revegetated according to the engineer's instructions.

Should water downstream of the spill be polluted, and fauna and flora show signs of deterioration or death, specialist hydrological or ecological advice will be sought for appropriate treatment and remedial procedures to be followed. The requirement for such input shall be agreed with the engineer. The costs of containment and rehabilitation shall be for the contractor's account, including the costs of specialist input.

k) Areas of Specific Importance

Any area, as determined and identified within the project document as sensitive or of special interest within the site shall be treated according to the express instructions contained in these specifications or the approved EMP. The contractor may offer alternative solutions to the engineer in writing should he consider that construction will be affected in any way by the hindrance of the designated sensitive area or feature. However, the overriding principle is that

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

such defined areas requiring protection shall not be changed. Every effort to identify such areas within the site will have been made prior to the project going out to tender. The discovery of other sites with archaeological or historical interest that have not been identified shall require ad hoc treatment.

i) Archaeological Sites

If an artefact on site is uncovered, work in the immediate vicinity shall be stopped immediately. The contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the engineer of such discovery. The National Monuments Council is to be contacted who will appoint an archaeological consultant. Work may only resume once clearance is given in writing by the archaeologist

ii) Graves and maddens

If a grave or madden is uncovered on site, or discovered before the commencement of work, then all work in the immediate vicinity of the graves/maddens shall be stopped and the engineer informed of the discovery. The National Monuments Council should be contacted and in the case of graves, arrangements made for an undertaker to carry out exhumation and reburial. The undertaker will, together with the National Monuments Council, be responsible for attempts to contact family of the deceased and for the site where the exhumed remains can be re-interred.

l) Noise Control

The contractor shall endeavour to keep noise generating activities to a minimum. Noises that could cause a major disturbance, for instance blasting and crushing activities, should only be carried out during daylight hours. Compliance with the appropriate legislation with respect to noise, shall be mandatory.

Should noise generating activities have to occur at night the people in the vicinity of the drilling shall be warned about the noise well in advance and the activities kept to a minimum.

m) Dust Control

Dust caused by strong winds shall be controlled by means of water spray vehicles. Dust omission from batching plants shall be subject to the relevant legislation and shall be the subject of inspection by the relevant Department of Minerals and Energy.

n) Alien Vegetation

The contractor shall be held responsible for the removal of alien vegetation within the road reserve disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for or from road construction has been stored temporarily or otherwise within the road reserve. This responsibility shall extend for the duration of the defects liability period.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1009 RECORD KEEPING

The engineer and the DEO to the contractor will continuously monitor the contractor's adherence to the approved impact prevention procedures and shall issue to the contractor a notice of non-compliance whenever transgressions are observed. The DEO should document the nature and magnitude of the non-conformance in a designated register, the action taken to discontinue the non-conformance, the action taken to mitigate its effects and the results of the actions. The non-conformance shall be documented and reported to the engineer in the monthly report.

Copies of any record of decision or EMP's for specific borrow pits or quarries used on the project shall be kept on site and made available for inspection by visiting officials from the employer or relevant environmental departments.

C1010 COMPLIANCE

The contractor shall act immediately when such notice of non-compliance is received and correct whatever is the cause for the issuing of the notice. Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a dedicated register and the response noted with the date and action taken. This record shall be submitted with the monthly reports and a verbal report given at the monthly site meetings.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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Table 1: Mechanisms that Cause Environmental Impacts during Construction Activities

CONTENTS	ENVIRONMENTAL IMPACTS				
	POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
Camp Establishment	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
Housing, Offices and laboratories	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
Accommodation of Traffic	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTENTS	ENVIRONMENTAL IMPACTS				
	POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
Overhaul	Spillage Storage Noise/lights Dust control Exhaust fumes Washing waste	Turning circles Parking areas	Restrict access to sensitive areas	Protection of indigenous vegetation Preserve topsoil	
Clearing and grubbing	Waste treatment Hazardous waste Water supply Noise /lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Protection of indigenous vegetation Preserve topsoil	
Drainage	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
Borrow pits	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTENTS	ENVIRONMENTAL IMPACTS				
	POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
Stockpiling	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
Mass Earthworks	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
Pavement layers	Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTENTS	ENVIRONMENTAL IMPACTS				
	POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
Asphalt works / sealing operations	Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control Smoke control Storage of materials	Selection of site Preserve indigenous vegetation Preserve topsoil Turning circles Parking areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil	
Ancillary road works	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
Structures	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTENTS	ENVIRONMENTAL IMPACTS				
	POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
Concrete pavements etc.	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	

ContractorWitness 1Witness 2EmployerWitness 1Witness 2

C5.3 PHOTOS

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Contractor

Witness 1

Witness 2

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Witness 1

Witness 2



Contractor

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Witness 2

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Witness 1

Witness 2