



agriculture, land reform & rural development

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

Contract No.: SSC WC 25 (2021/2022) DALRRD

APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF 9615m FOR PHASE 3 LAINGSBURG COMMONAGE BORDERLINE FENCE, SITUATED IN LAINGSBURG LOCAL MUNICIPALITY IN THE WESTERN CAPE PROVINCE

A Tender for Category **3SQ** or higher CIDB Registered Contractors

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

Description of services, works or goods	Stipulated minimum threshold
Steel Value-added Products:	
• Wire Products and fabricated steel	100%
Cement Sector	
• Cement	100%

Name of Tenderer : _____
Name of duly authorised person : _____
Address : _____
Tel. Number : _____
Cell number : _____
Fax number : _____
E-mail : _____
Receipt number : _____
Amount Offered (15% VAT incl.) : _____
B-BBEE Status : _____
Duration (Months) : _____

ISSUED BY:

Director: Finance and Supply Chain Management Services

**Department of Agriculture, Land Reform and Rural
Development**
Private Bag X9159,
CAPE TOWN
8000

Tel: (021) 409 0300
Fax: (021) 487 8330

PREPARED BY:

**Director: Rural Infrastructure
Development**
**Department of Agriculture, Land Reform
and Rural Development**
Private Bag X9159
CAPE TOWN
8000

Tel: (021) 409 0300
Fax: (021) 487 8330

Contract No.: SSC WC **25** (2021/2022) DALRRD

THE TENDER

for the

APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF
9615m FOR PHASE 3 LAINGSBURG COMMONAGE BORDERLINE
FENCE, SITUATED IN LAINGSBURG LOCAL MUNICIPALITY IN THE
WESTERN CAPE PROVINCE

CLOSING DATE: 14 DECEMBER 2021

CLOSING TIME: 11h00

COMPULSORY SITE INSPECTION:

A compulsory site inspection will be held at the **Laingsburg Flood Museum, Meiring Street, Laingsburg**, 6900 in the Western Cape on **06 December 2021 at 11h00**, after which the tenderers will be accompanied to the site for a visual inspection. GPS co-ordinates -32.20260, 20.84422.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**PART A
 INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SSC WC 25 (2021/2022) DALRRD	CLOSING DATE:	14 December 2021	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF 9615m FOR PHASE 3 LAINGSBURG COMMONAGE BORDERLINE FENCE, SITUATED IN LAINGSBURG LOCAL MUNICIPALITY IN THE WESTERN CAPE PROVINCE.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
14 Long Street (Ground Floor, Next to the Security Area)					
Cape Town					
7441					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Lincoln Mathebula		CONTACT PERSON	Nwabisa Maponyane	
TELEPHONE NUMBER	021 409 0523		TELEPHONE NUMBER	021 409 0454	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Lincoln.mathebula@dalrrd.gov.za		E-MAIL ADDRESS	Nwabisa.maponyane@dalrrd.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
A. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		B. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

CHECK LIST (SM1)

This list is to assist all bidders to submit complete proposals. Bidders are to check the following points before the submission of their proposals: (YES - ✓; NO - X)		
1	All pages of the document have been read by the contractor and initialled.	<input type="checkbox"/>
2	Any discrepancy and/or misunderstanding is cleared with the relevant officials.	<input type="checkbox"/>
3	All pages requiring information have been completed in black ink.	<input type="checkbox"/>
4	The Schedule of Quantities has been checked for arithmetic correctness.	<input type="checkbox"/>
5	Totals from each sub section of the Schedule of Quantities have been carried forward to the summary page and done so correctly.	<input type="checkbox"/>
6	The total from the summary page has been carried forward to the Form of Offer.	<input type="checkbox"/>
7	Surety details where applicable have been included in the proposal.	<input type="checkbox"/>
8	All sections requiring information have been completed.	<input type="checkbox"/>
9	Bidder ensured that all documents is properly completed and signed	<input type="checkbox"/>
10	The contractor has complied with the proposal prerequisites.	<input type="checkbox"/>
11	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)	<input type="checkbox"/>
12	Signed Letter of authority on Company Letterhead is attached	<input type="checkbox"/>
13	Attached a Valid Tax Clearance Certificate or provided a Compliance Tax Status Pin of main bidder, JV partner and all sub-contractors	<input type="checkbox"/>
14	Attached a Valid Tax Clearance Certificate or provided a Compliance Tax Status Pin of all sub-contractors	<input type="checkbox"/>
15	B-BBEE Certificate: Submit for Main Bidder, Joint Ventures submit consolidated certificate, all sub-contractors	<input type="checkbox"/>
16	Attended the compulsory meeting	<input type="checkbox"/>
17	Did you Tamper with the document? (Not Allowed)	<input type="checkbox"/>
18	Used correction fluid? (Not allowed)	<input type="checkbox"/>
19	Are mistakes made on the prices and/or form of offer, crossed out in ink and altered on each price (and initialled next to each mistake)?	<input type="checkbox"/>
20	Is the form of offer fully completed and signed by the authorized signatory	<input type="checkbox"/>
21	Local content (SBD 6.2) form is completed and all annexures are completed (if applicable)	<input type="checkbox"/>
22	Central Supplier Database (CSD) Registration provided of main bidder, JV partner	<input type="checkbox"/>
23	Central Supplier Database (CSD) Registration provided of all sub-contractor	<input type="checkbox"/>
24	Are all addenda issued completed and returned (if applicable)	<input type="checkbox"/>

 Signature of Authorized Person

 Date

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

DOCUMENT LAYOUT

SECTION	HEADING	COLOUR
PART 1: THE TENDER		
PART T1	TENDERING PROCEDURES	
	SECTION T1.1: TENDER NOTICE AND INVITATION TO TENDER	WHITE
	SECTION T1.2: TENDER DATA	
	SECTION T1.2.1: CONDITIONS OF TENDER	PINK
	SECTION T1.2.2: TENDER DATA	PINK
	SECTION T1.2.3: CIDB STANDARD CONDITIONS OF TENDER	PINK
PART T2	RETURNABLE DOCUMENTS	
	SECTION T2.1: LIST OF RETURNABLE DOCUMENTS	YELLOW
	SECTION T2.2: RETURNABLE SCHEDULES	YELLOW
PART 2: THE CONTRACT		
PART C1:	AGREEMENT AND CONTRACT DATA	
	SECTION C1.1: FORM OF OFFER AND ACCEPTANCE	YELLOW
	SECTION C1.2: CONTRACT DATA	
	SECTION C1.2.1: EMPLOYER TO CONTRACTOR (EC)	YELLOW
	SECTION C1.2.2: CONTRACTOR TO EMPLOYER (CE)	YELLOW
	SECTION C1.3: PRO-FORMA FORMS (to be completed by successful Tenderer only)	
	SECTION C1.3.1: Construction Guarantee	YELLOW
	SECTION C1.3.2: Agreement in terms of OH&S Act No 85 of 1993	YELLOW
	SECTION C1.3.3: Authority for Signature to sign Agreement in terms of OH&S Act No 85 of 1993	YELLOW
	SECTION C1.3.4: Notification of Construction Work	YELLOW
SECTION C1.3.5: Sample Agreement between Contractor and Community Liaison Officer (CLO)	YELLOW	
PART C2:	PRICING DATA	
	SECTION C2.1: PRICING INSTRUCTIONS	YELLOW
	SECTION C2.2: BILLS OF QUANTITIES	YELLOW
SECTION	HEADING	COLOUR
PART 2: THE CONTRACT (continue)		
PART C3:	SCOPE OF WORKS	
	SECTION C3.1: DESCRIPTION OF WORKS	BLUE
	SECTION C3.2: ENGINEERING	BLUE
	SECTION C3.3: PROCUREMENT	BLUE
	SECTION C3.4: CONSTRUCTION	BLUE
	SECTION C3.5: MANAGEMENT	BLUE
PART C4:	SITE INFORMATION	
	SECTION C4.1: SITE LOCALITY PLAN	GREEN
	SECTION C4.2: LOCATION OF THE WORKS	GREEN
PART C5	ANNEXURES	
	SECTION C5.1: CONSTRUCTION HEALTH AND SAFETY SPECIFICATION	WHITE
	SECTION C5.2: ENVIRONMENTAL MANAGEMENT PLAN (EMP)	WHITE

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TENDER

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SECTION T1.1: TENDER NOTICE & INVITATION TO TENDER

DESCRIPTION:

*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"

Tenders are hereby invited to tender to the Government of the Republic of South Africa (Department of Agriculture Land Reform and Rural Development) for the Tenders for **APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF 9615m FOR PHASE 3 LAINGSBURG COMMONAGE BORDERLINE FENCE, SITUATED IN LAINGSBURG LOCAL MUNICIPALITY IN THE WESTERN CAPE PROVINCE.**

The **80/20** Preferential Procurement Point Formula as set out in the PPPFA, Act no. 5 of 2000 and its associated Regulations of 2017, 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:

Description of services, works or goods	Stipulated minimum threshold
Steel Value-added Products	
• Wire Products and fabricated steel	100%
Cement Sector	
• Cement	100%

CONDITIONS:

Only bidders who satisfy the eligibility criteria stated in the Tender Data (Clause F2.1) are eligible to submit tenders.

It is estimated that tenderers should have a CIDB contractor grading as follows: **3SQ or higher**

The lowest or any tender will not necessarily be accepted, and the Department reserves the right to accept a tender as a whole or in part.

Tenders must remain valid for a period of **90 days** 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.

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

NOTE: SUBMIT ALL TENDERS ON THE OFFICIAL FORMS – DO NOT RETYPE.

Bid document will be available upon request through email from lincoln.mathebula@dalrrd.gov.za and published on the Departmental website under current tenders as well as the e-tender portal.

Contact SCM:

Lincoln Mathebula
Demand and Acquisition Management Services
14 Long Street | Cape Town
PSSC: Western Cape | Department of Agriculture, Land Reform and Rural Development
Tell: +27 021 409 0523

**DOCUMENTS CAN BE OBTAINED ON THE DEPARTMENTAL WEBSITE ELECTRONICALLY
ISSUED BID DOCUMENTS ARE FREE OF CHARGE.**

Contractor

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<https://www.dalrrd.gov.za/Tenders>

or <https://registers.cidb.org.za/Tender/PDFview?tenderID=71ec55cb-4949-ec11-8c62-6045bd8b933b>

and

<https://www.drdir.gov.za/sites/Internet/tenders/Pages/Tenders.aspx>

NOTE: 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.

All enquiries regarding this bid must be directed to:

ENQUIRIES – TECHNICAL RELATED:

Provincial Department of Agriculture
Ms Phyllis Pienaar
Tel: (023) 414 9204
Cell: (083) 649 9306
E-mail: phyllisp@elsenburg.com

OR

Department: Agriculture, Land Reform
and Rural Development
Ms Nwabisa Maponyane
Tel: (021) 409 0454
E-mail: nwabisa.maponyane@dalrrd.gov.za

ENQUIRIES – SUPPLY CHAIN MANAGEMENT/TENDER RELATED:

Department of Agriculture Land Reform and Rural Development
14 Long Street
Cape Town
8000

Mr Lincoln Mathebula
14 Long Street
Cape Town
8000
Tel: (021) 409 0523
E-mail: Lincoln.Mathebula@dalrrd.gov.za

OR

Mr Charles Mamabolo
14 Long Street
Cape Town
8000
Tel: (021) 409
E-mail: Charles.Mamabolo@dalrrd.gov.za

COMPULSORY SITE INSPECTION:

A compulsory site inspection will be held at the **Laingsburg Flood Museum, Meiring Street, Laingsburg**, 6900 in the Western Cape on **06 December 2021 at 11h00**, after which the tenderers will be accompanied to the site for a visual inspection. GPS co-ordinates -32.20260, 20.84422.

TENDERS TO BE DEPOSITED IN:

The original and completed bid document shall be placed in a sealed envelope clearly marked with the tender number, closing date and time and the following description:

APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF 9615m FOR PHASE 3 LAINGSBURG COMMONAGE BORDERLINE FENCE, SITUATED IN LAINGSBURG LOCAL MUNICIPALITY IN THE WESTERN CAPE and must be addressed to:

DIRECTOR: FINANCE AND SUPPLY CHAIN MANAGEMENT SERVICES, DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

Tenders can only be submitted in the Tender Box in CAPE TOWN at:
Department of Agriculture, Land Reform and Rural Development
14 Long Street
CAPE TOWN
8000

The tender box will be closed on 14 December 2021 at **11h00**, which is the closing time of the tender. Tenderers should ensure that tenders are delivered timeously to the correct address.

Contractor

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Witness 2

SECTION T1.2: TENDER DATA

SECTION T1.2.1: CONDITIONS OF TENDER

The Conditions of Tender are the **Standard Conditions of Tender July 2015** as contained in **Section T1.2.3**.

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 July 2015 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:

Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender
F.1	GENERAL	
F.1.1	Actions	The Employer is the "Department of Agriculture, Land Reform and Rural Development". The term "bid" in the context of this standard is synonymous with term "tender".
F.1.2	Tender Documents	This document (Volume 1) in which are bound the Tendering Procedures, Returnable Documents, Agreements and Contract Data, Pricing Data, Scope of Works, Site Information and Drawings
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.
F.1.4	Communication and Employer's Agent: The Employer's Agent is:	Company : Provincial Department of Agriculture Contact : Ms Phyllis Pienaar Address : 1 Pieter Jacobs Avenue Beaufort West 6970 Tel No. : (023) 414 9204 Cell : (083) 649 9306 Email : phyllisp@elsenburg.com

Contractor

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Reference to relevant clauses in Standard Conditions of Tender	Addition or Variation to Standard Condition of Tender	
F.2	TENDERER'S OBLIGATIONS	
F.2.1	Eligibility Criteria:	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders.
MAIN BIDDER		
F.2.1.1	i) Eligibility	<p>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 3SQ or Higher Class of construction work, are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that they comply with all three of the following conditions:</p> <ol style="list-style-type: none"> 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 3SQ 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 3SQ class of construction work, is eligible to submit tenders.
F.2.1.1	ii) Eligibility	Tenderers must have attended the compulsory clarification inspection.
F.2.1.1	iii) a. Eligibility	<p>Bidders must be registered on the National Treasury Central Supplier Database and attach a report as proof or write the CSD supplier number or registration number on the space provided on the SBD 1 document.</p> <p>Where consortium/ joint ventures are involved, each party to the association must submit separate Tax Clearance requirements separate CSD reports or confirm the CSD number on their respective letterhead. (SDB 1 form).</p>
F.2.1.1	iii) b. Eligibility	<p>Compliance with all Tax Clearance requirements: Attach a Valid Tax Clearance Certificate/ provide a Compliance Tax Status Pin on the space provided on the SBD 1 form.</p> <p>Where consortium/ joint ventures are involved, each party to the association must submit separate Tax Clearance requirements.</p> <p>Where no Tax clearance certificate or pin is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided on Form SBD 1 as per Clause iii) a.</p>
F.2.1.1	iii) c. Eligibility	Where the bidder forms a consortium or joint venture, written Proof of the contract between all parties must be attached.
F.2.1.1	iv) Eligibility	<p>Compliance with 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.</p> <p>Form E (including Annexure C) must be completed. Failure to complete Form U (including Annexure C) will result in tender submission being disqualified.</p>
F.2.1.1	v) Eligibility	The Form of Offer must be completed in full and signed by the duly authorized person. Failure of a Tenderer to complete and sign this part will invalidate the tender.

Contractor

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F.2.1.1	vi) Eligibility	Letter of authorization Letter of authorization to sign the Form of Offer and where required in tender document to be attached (See Form G).
F.2.1.1	vii) Eligibility	Tampering with Document No tampering with the document i.e. the full document with all Annexures must be printed and submitted. No use of Tippex / correctional fluid. If any typing error occurs one must can scratch out and sign. In the event of mistakes having been made in completing the Form of Offer and Acceptance (C1.1), the mistake must be crossed out in ink and be accompanied by an initial at each and every alteration. If alterations are not made as stipulated, the tender as a whole will not be considered. 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 may 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. 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.
	viii) a. Eligibility	Separate Tax Clearance or pin must be submitted for each sub-contractor. Where no Tax Clearance or pin is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided for each sub-contractor to verify Tax compliance.
	viii) b. Eligibility	Sub-contractors must be registered on the National Treasury Central Supplier Database and attach a report as proof or submit the CSD supplier number on a company letterhead.
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	<ul style="list-style-type: none"> • The document "General Conditions of Contract for Construction Works", Second Edition, 2010, of the South African Institute of Civil Engineering. This document is obtainable separately, and Tenderers shall obtain their own copies. • The Model Preambles for Trades (1999 edition) as published by the Association of South African Quantity Surveyors. This document is obtainable separately, and Tenderers shall obtain their own copies. • The Standard System of Measuring Building Work (as amended) published by the Association of South African Quantity Surveyors (Sixth Edition (revised)) 1999. This document is obtainable separately from the Association of Quantity Surveyors, and Tenderers shall obtain their own copies. • The National Building Regulations and Building Standards Act No. 103 of 1997 (Government Gazette No 31084 of 30 May 2008, Notice No R574). This document is obtainable separately, and Tenderers shall obtain their own copies. • The Standard Specifications for Building Construction (SANS 10400). This document is available separately from the South African Bureau of Standards and Tenderers shall obtain their own copies. • The Standard Specifications for Civil Engineering Construction (SANS 1200). This document is available separately from the South African Bureau of Standards and Tenderers shall obtain their own copies. • The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2014. This document is

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		<p>obtainable separately, and Tenderers shall obtain their own copies.</p> <ul style="list-style-type: none"> • Preferential Procurement Policy Framework Act, 05 of 2000 and Regulations of 2017.
F.2.7	Clarification meeting:	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and accepted from tenderers appearing on the attendance list.</p>
F.2.8	Seek clarification:	<p>“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 7 (seven) working days before the closing time stated in the foregoing notice and clause 2.15.”</p>
F.2.9	Insurance:	<p>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 10 000 000 under the contract.</p> <p>The Employer will not provide for any insurance as it will be provided for by the Contractor.</p>
F.2.11	Alterations to documents:	<p>Add the following to the clause: “In the event of mistakes having been made on the prices 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.</p> <p>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.</p> <p>No tampering with the document i.e. the full document with all Annexures must be printed and submitted.</p> <p>All additional documentation must be stapled into the tender document or attached in a separate file.”</p> <p>The Department will reject the bid if the above conditions are not adhered to.</p>
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.
F.2.13.4		<p>Letter of authorization Letter of authorization to sign the Form of Offer and where required in tender document to be attached (See Form G).</p>

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		<p>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.</p> <p>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated on the company letter head.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.”</p> <p>Accept that failure to submit proof of Authorisation to sign the tender shall result in a Tender Offer being regarded as non-responsive</p>
F.2.13.5		<p>The Employer’s address for delivery of tender offers: Department of Agriculture, Land Reform and Rural Development 14 Long Street CAPE TOWN 8000 Ground Floor Tender Box</p>
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.
F.2.14	Information and Data to be completed in all respects:	<p>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.</p> <p>Accept that the Employer is restricted in accordance with clause 4.(4) of the Construction Regulations, 2014, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely.</p>
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 days. Add the following to the clause:

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CONTRACT NO.: SSC WC 25 (2021/2022) DALRRD
 APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF 9615m FOR PHASE 3 LAINGSBURG COMMONAGE
 BORDERLINE FENCE, SITUATED IN LAINGSBURG LOCAL MUNICIPALITY IN THE WESTERN CAPE PROVINCE

		“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.
F.2.23	Certificates:	<p>The following certificates/ information may be provided with the tender offer:</p> <ul style="list-style-type: none"> 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). <p>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) working days from the date of notification.</p>

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Reference to relevant clauses in Standard Conditions of Tender	Addition or Variation to Standard Condition of Tender	
F.2	TENDERER'S OBLIGATIONS	
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 T2.2.2 – Form B must be completed."
"2.28	Tax	"Submission of Proof of Tax Compliance together with the bid is compulsory." "Bidders should note, that in accordance with legislation, no contract may be awarded to a/an person/entity who has failed to submit a proof of being Tax compliant from the South African revenue Service (SARS), certifying that the taxes of that person/entity are in order or that suitable arrangements have been made with SARS." In Bids where Consortia / Joint Venture/ Sub-contractors are involved each party must submit a separate proof of Tax compliance . 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. Where no Tax Clearance or pin is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided for each sub-contractor to verify Tax compliance.
"2.29	Central Supplier Database (CSD) Registration	Bidders must register on the Central Supplier Database (CSD). 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). Valid B-BBEE certificate or sworn affidavit for B-BBEE must be submitted to bidding institution.
"2.30	Tender Participation Goals	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. Local labour target: <ul style="list-style-type: none"> • 80% target is to be achieved on employment of unskilled local labour. The contractor must submit monthly labour reports to client. Contractors to adhere to the minimum labour rates as stipulated by the Department of Labour. Contractors to ensure that Section T2.2.22 - Form V, must be completed. In case where the contractor has not completed the form at close of tender, client must request the contractor to complete the form, failure by the contractor to conform to client's request will be seen as being non-compliance.

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Reference to relevant clauses in Standard Conditions of Tender	Addition or Variation to Standard Condition of Tender	
F.3	THE EMPLOYER'S UNDERTAKINGS	
F.2.31	Local Content Declaration	Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content. Regulation 8. (1) prescribes that where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered. (as indicated in SBD 6.2 – Section T2.2.5 Form E).
F.2.32	B-BBEE Status Level of Contribution	A consortium or joint venture will qualify for points for its B-BBEE status level only if such consortium or joint venture submits a consolidated B-BBEE status certificate that covers the consortium or joint venture as a combined unit as if it were a single enterprise. Tenderers anticipating tendering in consortium or joint venture must allow enough time for obtaining such status level verification.
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 five (5) working 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.
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: 14 December 2021 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: DIRECTOR: Finance and Supply Chain Management Services: Department of Agriculture Land Reform and Rural Development 14 Long Street CAPE TOWN 8000 Tenders must be submitted in the Ground Floor Tender Box situated in CAPE TOWN. Only tenders submitted to this tender box will 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	Arithmetic Errors	Delete the contents of Subclauses F.3.9.1 to F.3.9.2 and replace with the following: For a Re-measurement Contract, all the arithmetical errors, omissions and discrepancies of all responsive tenders, and not only the highest ranked tender, will first be corrected before deciding on the lowest tender. Once the lowest tender has

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		<p>been decided upon, the next step is to ensure that the unit rates tendered are balanced. If there are imbalanced rates, these should be adjusted by the tenderer keeping the Contract Sum the same.</p> <p>F.3.9 1 Check responsive tenders for:</p> <p>(a) the gross misplacement of the decimal point in any unit rate;</p> <p>(b) omissions, discrepancies and imbalanced tendered unit rates made or included in completing the Bill of Quantities, or</p> <p>(c) arithmetical errors in:</p> <p>(i) line item totals resulting from the product of the unit rate and the quantity in the Bill of Quantities, or</p> <p>(ii) the summation of the prices.</p> <p>F3.9.2 The Employer must correct the arithmetical errors in the following manner:</p> <p>(a) Where there is a discrepancy between the amounts in words and the amounts in figures, the amount in figures shall govern.</p> <p>(b) If a Re-measurement Contract's Bill of Quantities applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate as quoted shall govern and the line item total shall be corrected.</p> <p>(c) Where there is an obvious gross misplacement of the decimal point in the unit rate, the line item total shall govern and the unit rate shall be corrected.</p> <p>(d) Where there is an error in the total of the prices either as a result of corrections required by this checking process or in the tenderer's addition of prices, the total of prices will be corrected.</p> <p>The corrected tender price shall be communicated to the tenderer. The tenderer may withdraw the tender but may not change the total tendered price. Reject the tender if the tenderer does not accept the corrected total of the prices, if any.</p> <p>F.3.9.3 Where unit rates are considered to be imbalanced by the Employer, the tenderer shall, to the satisfaction of the Employer (refer to clause F4.3):</p> <p>(a) justify such unit rates, or</p> <p>(b) adjust such unit rates by increasing or decreasing these unit rates and selected other rates while retaining the total tender price derived after applying the above-mentioned arithmetical corrections, if any.</p> <p>Declare as non-responsive and reject a tender offer if the tenderer elects not to justify or adjust imbalanced tendered unit rates to the satisfaction of the Employer or does not correct or accept the correction of arithmetical errors.</p>										
F3.9.2	Arithmetic Errors	Should there be a discrepancy between the amount in words and the amount in figures then the amount in figures shall govern.										
F.3.11	Evaluation of Tenders	The tender evaluation method to evaluate all responsive tender offers will be Method 2 .										
F.3.11.1	General	<p>Add the following:</p> <p>"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.</p> <p>LOCAL CONTENT AND MINIMUM THRESHOLD:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Description of services, works or goods</th> <th style="text-align: center;">Stipulated minimum threshold</th> </tr> </thead> <tbody> <tr> <td>Steel Value-added Products:</td> <td></td> </tr> <tr> <td>• Wire products and fabricated steel</td> <td style="text-align: center;">100%</td> </tr> <tr> <td>Cement Sector</td> <td></td> </tr> <tr> <td>• Cement</td> <td style="text-align: center;">100%</td> </tr> </tbody> </table>	Description of services, works or goods	Stipulated minimum threshold	Steel Value-added Products:		• Wire products and fabricated steel	100%	Cement Sector		• Cement	100%
Description of services, works or goods	Stipulated minimum threshold											
Steel Value-added Products:												
• Wire products and fabricated steel	100%											
Cement Sector												
• Cement	100%											

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F.3.11.3	Method 2: Financial offer and preference	<p>Add the following: 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 (PPPFA) (Act 5 of 2000) and Preferential Procurement Regulations, 2017 See item T2.2.2, Form B for the Preference model.</p> <p>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).</p> <p>Functionality will be scored on those tenders regarded as being responsive.</p> <p>NB: Points scored for Functionality will not have an influence on the total tender evaluation points. Method 2 (i.e. financial offer and preferences) will be used to calculate the total tender evaluation points.</p>
F.3.11.8		<p>Bidders are required to submit proof of B-BBEE Status Level of contributor or a sworn affidavit in terms of the codes of good practice.</p> <ul style="list-style-type: none"> - AOs / AAs (Accounting Officer / Accounting Authority) must ensure that the B-BBEE Status Level Verification Certificates submitted are issued by the following agencies: <p>For tenderers other than EMEs (Exempted Micro Enterprises)</p> <ul style="list-style-type: none"> (i) Verification agencies accredited by SANAS; or For tenderers who qualify as EMEs (ii) Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths. <p>Except for EMEs and QSEs who are required to submit sworn affidavit in terms of Codes of good practice. Institutions must acquaint themselves with proof of BBBEE as may be issued by the DTI from time to time.</p>
F.3.11.9	Scoring functionality	<p>Replace Clause with the following: "The functionality criterion to be applied is set out below:</p> <p>Minimum score for quality In order to be considered in terms of this tender, tenderers must achieve the minimum score for quality as stated below. The description of the quality criteria and the maximum possible score for each is shown in the table below. The score achieved for quality will be the sum of the scores achieved for the individual criteria.</p> <p>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.</p> <p>Each of the evaluation criteria will be assessed in terms of five indicators being 0= Very poor, 1 = Poor, 2 = Average, 3 = Good, 4 = Very good and 5 = Excellent.</p> <p>Calculate the points for functionality according to the following formula.</p> $P_s = S_o / M_s \times A_p \quad \& \quad F_s = P_s \times W$ <p>Where P_s = Percentage scored for functionality by bid under consideration S_o = Total score of bid/proposal under consideration M_s = Maximum possible score = 500 A_p = percentage allocated for functionality = 100 F_s = Functionality points scored for each criterion W = Weight of criterion under consideration</p>

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		<p>Total points by bidder on functionality: $F_s = F_{s1} + F_{s2} + F_{s3}$ The scores of each of the evaluators will then be averaged, weighted and then totalled to obtain the final score for quality.</p> <p>NB: Points scored for Functionality will not have an influence on the total tender evaluation points. Method 2 (i.e. financial offer and preferences) will be used to calculate the total tender evaluation points.</p>																	
		Criterion	Weight	Value	Comment/ Remarks														
		Capacity / Technical Expertise																	
		<p>Tenderers are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project.</p> <p>Tenderers are required to submit curriculum vitae for the key personnel proposed to be employed on the project with relevant similar completed projects listed. Refer to Section T2.2.14, FORM N, for the key personnel proposed to be employed on the project (failure to complete Form N or to submit the CVs of key personnel with list of completed projects will result in no points for functionality being allocated).</p> <p>This curriculum vitae is to include specific details of these individuals including, inter alia, technical qualifications and past experience on projects.</p> <p>Tenderer to also include previous company experience for similar successfully completed fencing projects within the last ten (10) years</p> <p>This evaluation is based on the following weighting:</p>																	
		A – Construction Manager/Site Agent	60																
		<p>If the person has successfully completed fencing projects within the last ten (10) years. (Evidence to be provided in Form N of returnable schedules).</p>																	
		<table border="1"> <thead> <tr> <th>Criteria (experience)</th> <th>Indicator</th> </tr> </thead> <tbody> <tr> <td>5 projects and more</td> <td>5</td> </tr> <tr> <td>4 projects</td> <td>4</td> </tr> <tr> <td>3 projects</td> <td>3</td> </tr> <tr> <td>2 projects</td> <td>2</td> </tr> <tr> <td>1 project</td> <td>1</td> </tr> <tr> <td>0 projects</td> <td>0</td> </tr> </tbody> </table>	Criteria (experience)	Indicator	5 projects and more	5	4 projects	4	3 projects	3	2 projects	2	1 project	1	0 projects	0			
Criteria (experience)	Indicator																		
5 projects and more	5																		
4 projects	4																		
3 projects	3																		
2 projects	2																		
1 project	1																		
0 projects	0																		
		B - Experience	40																
		<p>Tenderers are required to demonstrate relevant past experience and competency. Tenderers are required to submit full details of, and reliable contactable references for, projects of a similar scope which were successfully completed in the last ten (10) years.</p> <p>We are looking for experience in successfully completed fencing projects within the last ten (10) year. (Evidence to be provided in Form L of returnable schedules).</p>																	

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		Criteria (experience)	Indicator		
		5 projects and more	5		
		4 projects	4		
		3 projects	3		
		2 projects	2		
		1 project	1		
		0 projects	0		
TOTAL				100	
<p>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.</p> <p>NB: Points scored for Functionality will not have an influence on the total tender evaluation points. Method 2 (i.e. financial offer and preferences) will be used to calculate the total tender evaluation points.</p> <p>THIS EVALUATION IS BASED ON THE FOLLOWING WEIGHTING:</p> <p>Tenderers are required to demonstrate relevant past experience and competency. Tenderers are required to submit full details of, and reliable contactable references for, fencing projects which were successfully completed within the last 10 years.</p>					
		Very Poor (score 0)	The tenderer has failed to address the question and has not provided any proof of completing a fencing project.		
		Poor (score 1)	One (1) relevant fencing project successfully executed by the contractor or Construction Manager/Site Agent within the last 10 years.		
		Average (score 2)	Two (2) relevant fencing projects successfully executed by the contractor or Construction Manager/Site Agent within the last 10 years.		
		Good (score 3)	Three (3) relevant fencing projects successfully executed by the contractor or Construction Manager/Site Agent within the last 10 years.		
		Very Good (score 4)	Four (4) relevant fencing projects successfully executed by the contractor or Construction Manager/Site Agent within the last 10 years.		
		Excellent (score 5)	Five (5) relevant fencing projects successfully executed by the contractor or Construction Manager/Site Agent within the last 10 years		

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Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender
F.3.11.10	Risk Analysis	<p>“Add the following new subclause:”</p> <p>Notwithstanding compliance with regard to CIDB registration or any other requirements of the tender, the employer will perform a risk analysis in respect of the following:</p> <ul style="list-style-type: none"> a) reasonableness of the financial offer b) reasonableness of unit rates and prices c) reasonableness of the Contract Participation Goals tendered d) the tenderers ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation, personnel to perform the contract, etc.
F.3.12	Insurance provided by the Employer	Replace the contents of the clause with the following: “The Employer will not take out any insurance.”
F.3.13	Acceptance of tender offer:	A Tender Offer will only be accepted on condition that such acceptance is not prohibited in terms of Clause 44 of the Supply Chain Management Regulations published in terms of the Public Finance Management Act, 2003.
F.3.17	Provide copies of the contract	One signed copy of the contract shall be provided by the Employer to the successful Tenderer.

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F.4	ADDITIONAL CONDITIONS OF TENDER
The additional conditions of Tender are:	
F.4.1	<p>Compliance with Occupational Health and Safety Act 1993</p> <p>Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 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.</p> <p>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:</p> <ol style="list-style-type: none"> (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. <p>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.</p> <p>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.</p> <p>The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in Section C1.3.2 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the Contract.</p>
F.4.2	<p>Community Liaison Officer</p> <p>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.</p> <p>The method of identifying suitable candidates for the position of CLO, as well as requirements in respect of the employment of the selected candidate, is described in Procurement: Section C3.3.4.</p>

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

CIDB STANDARD CONDITIONS OF TENDER

SECTION T1.2.1: 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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CONTRACT NO.: SSC WC 25 (2021/2022) DALRRD
APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF 9615m FOR PHASE 3 LAINGSBURG COMMONAGE
BORDERLINE FENCE, SITUATED IN LAINGSBURG LOCAL MUNICIPALITY IN THE WESTERN CAPE PROVINCE

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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.

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- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis.
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process.
- 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) **organisation** 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.

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F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the Employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

F.1.6.3 Proposal procedure using the two stage-system

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

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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.

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 familiarise 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 14 days before the closing time stated in the tender data.

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

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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 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 authorised 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.

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

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

F.2.15 Closing time

- F.2.15.1 Ensure that the Employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- F.2.15.2 Accept that, if the Employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

- F.2.16.1 Hold the tender offer(s) valid for acceptance by the Employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- F.2.16.2 If requested by the Employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- F.2.16.3 Accept that a tender submission that has been submitted to the Employer may only be withdrawn or substituted by giving the Employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

- F.2.18.1 Provide, on request by the Employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture

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agreements), referencing 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.

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.

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

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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:

- 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.
- 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.

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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 Preference

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 R1 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):

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

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)(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:

(4)(b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

B-BBEE status level of contributor	Number of points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-complaint contributor	0

(4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)

(4)(d) The points scored by tender in respect of B-BBEE contribution contemplated in contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).

(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 1 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 R1 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)(b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the BBBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-complaint contributor	0

(5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).

(5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).

 Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

(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. W_1 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	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$
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

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

F.3.12 Insurance provided by the Employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 i.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
- 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

SECTION 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; F.2.1.1	<p>Tenderers must provide their CRS Numbers of the registered Contractor as well JV Partner*. CRS numbers of Tenderers or JV partners needs to be supplied.</p> <p>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 i.e. 3SQ designation</p> <p>*NB: Recent printout from CIDB website indicating the CRS number will also be accepted.</p>
F.2.1.1	<p>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 3SQ or Higher Class of construction works, are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that they comply with all three of the following conditions:</p> <ol style="list-style-type: none"> 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 3SQ of construction works. 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 3SQ class of civil engineering works, is eligible to submit tenders.
F.2.1; F.2.1.1	Banking details to be included on Forms S and U of the Returnable Documents.
F.2.1; F.2.1.1; F.2.7	Tenderers must have attended the compulsory clarification inspection.
F.2.1; F.2.1.1; F.2.28	<ol style="list-style-type: none"> 1.1 Bidders must ensure compliance with their tax obligations. 1.2 Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to verify the taxpayer's profile and tax status. 1.3 Application for tax compliance status (TCS) PIN may be made via e-filing through the SARS website www.sars.gov.za. 1.4 Bidders may also submit a printed TCS certificate or provide Tax pin together with the bid. 1.5 In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate TCS certificate / PIN / CSD number. <p>Where consortium/ joint ventures are involved, each party to the association must submit <u>separate CSD reports or confirm the CSD number on their respective letterhead.</u></p> <p>No tender may be awarded to any tenderer whose tax matters have not been declared by the SARS to be in order.</p>
F.2.1.1	<p>Bids will only be considered for acceptance if the below mentioned requirements are met:</p> <p>Only Bidders registered as B-BBEE Status level 1 to 8 contributors will be considered for this bid, as per the Preferential Procurement Regulations 2017. Bidders are required to submit proof of B-BBEE Status Level of contributor or a sworn affidavit in terms of the codes of good practice.</p> <p>- AOs / AAs (Accounting Officer / Accounting Authority) must ensure that the B-BBEE Status Level Verification Certificates submitted are issued by the following agencies:</p> <p>For tenderers other than EMEs (Exempted Micro Enterprises)</p> <ol style="list-style-type: none"> (i) Verification agencies accredited by SANAS; or for tenderers who qualify as EMEs (ii) Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>With the exception of EMEs and QSEs who are required to submit sworn affidavit in terms of Codes of good practice. Institutions must acquaint themselves with proof of BBBEE as may be issued by the DTI from time to time.</p>
F.2.1; F.2.11	<p>Tampering with Document</p> <p>No tampering with the document i.e. the full document with all Annexures must be printed and submitted.</p> <p>No use of Tippex / correctional fluid. If any typing error occurs one must can scratch out and sign.</p> <p>In the event of mistakes having been made in completing the Form of Offer and Acceptance (C1.1), the mistake must be crossed out in ink and be accompanied by an initial at each and every alteration.</p> <p>If alterations are not made as stipulated, the tender as a whole will not be considered.</p> <p>Corrections in terms of price must not be made by means of a correction fluid such as Tipp-Ex or similar product.</p> <p>If correction fluid has been used on any specific item price, such item will not be considered. No correction fluid may be used in a Bill of Quantities where prices are calculated to arrive at a total amount.</p> <p>If correction fluid has been used the Tender as a whole will not be considered.</p> <p>Tampering with the document is strictly prohibited. All additional documentation must be stapled into the tender document or attached in a separate file."</p> <p>The Department will reject the bid if the above conditions are not adhered to.</p>
F.2.1.1	<p>The Form of Offer must be completed in full and signed by the duly authorised person. Failure of a Tenderer to complete and sign this part will invalidate the tender.</p>
F.2.1.1	<p>Bidders must be registered on the National Treasury Central Supplier Database and attach a report as proof or write the CSD supplier number or registration number on the space provided on the SBD 1 document.</p> <p><u>Where the bidder forms a consortium or joint venture, written Proof of the contract between all parties must be attached.</u></p> <p><u>Where consortium/ joint ventures/ sub-contractor are involved each must submit separate CSD reports or write the CSD supplier number or confirm the CSD number on their respective letterhead. (SDB 1 form).</u></p>
F.2.13.4	<p>Letter of authorization to sign the Form of Offer and where required in tender document (See Form G).</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

Document	
Tenderers should provide their CSD Supplier Number and Unique registration reference number of registered Contractor as well as JV Partner. CSD Registration Number of Tenderers and JV Partners needs to be filled in below: NB: In cases where a bidder intends to form a Joint Venture, the CSD Registration number/s Must be filled in below i.e. the lead partner and Joint Venture partner/s	
<u>Tenderer/Leading JV Partner</u>	
Name of Company:	
CSD Supplier Number:	
Unique Registration	
Reference Number:	
<u>JV Partner</u>	
Name of Company:	
CSD Supplier Number:	
Unique Registration	
Reference Number:	
<u>JV Partner</u>	
Name of Company:	
CSD Supplier Number:	
Unique Registration	
Reference Number:	
*NB:	*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

INDEX

THE RETURNABLE SCHEDULES LISTED BELOW MUST BE COMPLETED AND SUBMITTED WITH THE TENDER OFFER. FOR SCHEDULES THAT ARE NOT APPLICABLE, THIS MUST BE NOTED ON THE PARTICULAR SCHEDULE AND THE SCHEDULE SIGNED AND DATED.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2: RETURNABLE SCHEDULES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.1: FORM A: 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).

A MINIMUM SUB-CONTRACTING TARGET AS CONTAINED IN TENDER DATA CLAUSE F.2.1.1 (iii) is required.

- (i) Indicate the percentage to be sub-contracted: %
- (ii) 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 proposed Sub-contractor	Nature and extent of work	Previous experience with Sub-contractor
1.			
2.			
3.			
4.			

Refer to Tender Data Clause F.2.1.1 (iii)

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

CONTRACT NO.: SSC WC 25 (2021/2022) DALRRD
 APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF 9615m FOR PHASE 3 LAINGSBURG COMMONAGE BORDERLINE FENCE, SITUATED IN LAINGSBURG LOCAL
 MUNICIPALITY IN THE WESTERN CAPE PROVINCE

1
2
3
4

(ii) 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 least 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		EME	
			QSE		QSE		QSE		QSE		QSE		QSE		QSE		QSE		QSE		QSE	
			EME		EME		EME		EME		EME		EME		EME		EME		EME		EME	
			QSE		QSE		QSE		QSE		QSE		QSE		QSE		QSE		QSE		QSE	
			EME		EME		EME		EME		EME		EME		EME		EME		EME		EME	
			QSE		QSE		QSE		QSE		QSE		QSE		QSE		QSE		QSE		QSE	
			EME		EME		EME		EME		EME		EME		EME		EME		EME		EME	
			QSE		QSE		QSE		QSE		QSE		QSE		QSE		QSE		QSE		QSE	

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12
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14
15
16
17

Signature of Authorized Person

Date

SECTION T2.2.2: FORM B: DECLARATION OF INTEREST (SBD 4)

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:
.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:
.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.
.....
.....

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

..... Signature Date
..... Position Name of bidder

<input type="text"/>					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T2.2.23: FORM C: NATIONAL INDUSTRIAL PARTICIPATION SBD 5

SBD 5

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:

- (a) Any single contract with imported content exceeding US\$10 million.
or
- (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
or
- (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
or
- (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number	Closing date:.....
Name of bidder.....	
Postal address	
.....	
Signature.....	Name (in print).....
Date.....	

Js475wc

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.4: FORM D: PREFERENCE POINTS CLAIM FORM (SBD 6.1)

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R 50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTION	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

required by the purchaser.

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

7.1 B-BBEE Status Level of Contribution: . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME.

(Tick applicable box)

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

9.6 Total number of years the company/firm has been in business:.....

9.7 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES 1. 2.

..... SIGNATURE(S) OF BIDDERS(S)
DATE: ADDRESS

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T2.2.5: FORM E: LOCAL PRODUCTION & CONTENT (SBD 6.2)

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand
- y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
	_____ %
	_____ %
	_____ %

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 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.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.

3. 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.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**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.thedti.gov.za/industrial_development/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 3.1 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.

 Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

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 3.1 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 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EXAMPLE

SATS 1286.2011

Annex C
CASE STUDY ONE
Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

(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: USD R. 9.00 EU R. 12.00 GBP R. 14.00
 (C7) Specified local content %: 85%

Tender item no's	List of items	Calculation of local content				Tender summary					
		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
(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 1 200 000
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	Stile 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
									(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)	82.54%	

Signature of tenderer from Annex B _____
 Date: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EXAMPLE

Annex D RAINBOW CASE STUDY ONE SATS 1286.2011

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.: GP 100010 (D2) Tender description: Office Desks and Chairs (D3) Designated Products: Office Furniture (D4) Tender Authority: Gauteng Purchasing Department (D5) Tendering Entity name: Rainbow Office Furniture (D6) Tender Exchange Rate: USD R 9.00	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td style="width: 50%; text-align: right;">EU R 12.00 GBP R 14.00</td> </tr> </table>		EU R 12.00 GBP R 14.00	Note: VAT to be excluded from all calculations
	EU R 12.00 GBP R 14.00			

A. Exempted imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Calculation of imported content					Summary		
				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	Tender Qty	Exempted Imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
GP 100012	Primary Steel	Accelor Mihal	Accelor - USA	€ 300	R 9.00	R 900	R 200	R 550	R 1 650	50	R 82 500
GP 100013	Primary Steel	United Steel	United Steel USA	€ 150	R 9.00	R 1 350	R 420	R 400	R 2 170	100	R 217 000
GP 100014	Primary Steel	Afrox Steel	Afrox UK	£ 150.00	R 12.00	R 1 800	R 350	R 570	R 2 720	50	R 136 000
GP100014	5 star base	Each	Base Specialist - Germany	€ 80.00	R 12.00	R 960	R 460	R 480	R 1 900	50	R 95 000
									(D19) Total exempt of Imported value	R 530 500	

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Calculation of imported content					Summary		
				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	Tender Qty	Total Imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
GP100011	Melamine	Each	MM Melamine USA	\$ 25	R 9.00	R 225	R 120	R 250	R 595	100	R 59 500
GP100012	Timber Top	Each	Timber City - Germany	€ 75.00	R 12.00	R 900	R 300	R 500	R 1 700	50	R 85 000
GP100013	Sleigh Base	Each	Timber York - USA	\$ 100	R 9.00	R 900	R 420	R 660	R 1 980	100	R 198 000
									R 1 980		
									(D32) Total Imported value by tenderer	R 342 500	

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

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of imported content					Summary		
				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	Quantity Imported	Total Imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
Sheet steel	tonne	Arccelor SA	Arccelor Belgium	€ 75.00	R 12.00	R 900	R 150	R 50	R 1 100	100	R 110 000
Hinges	each	Ramsay SA	Hingus GB	£ 2.50	R 14.00	R 35	R 10	R 5	R 50	1 200	R 60 000
Other - nuts and bolts	each	Mac Steel	TTC - UK	value too small to Remite							R 2 000
									(D45) Total Imported value by 3rd party	R 172 000	
									D45 Apportioned per unit	R 573	

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments		Summary of payments	
			Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	(D52)
Royalty payment for use of patent	Rainbow Office Furniture	Oban USA	\$ 800	R 9.00		R 7 200
Annual licence fees - pro-rated	Rainbow Office Furniture	MB - Germany	€ 1 000.00	R 12.00		R 12 000
					(D52) Total of foreign currency payments declared by tenderer and/or 3rd party	R 19 200
					D52 Apportioned per unit	R 66
					(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above	R 533 700

This total must correspond with Annex C - C 23

Signature of tenderer from Annex B: _____
 Date: _____

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

CONTRACT NO.: SSC WC 25 (2021/2022) DALRRD
 APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF 9615m FOR PHASE 3 LAINGSBURG COMMONAGE
 BORDERLINE FENCE, SITUATED IN LAINGSBURG LOCAL MUNICIPALITY IN THE WESTERN CAPE PROVINCE

SATS 1286.2011

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

<i>(D1)</i>	Tender No. SSC WC 25 (2021/2022) DALRRD		Note: VAT to be excluded from all calculations
<i>(D2)</i>	Tender description: INSTALLATION OF LAINGSBURG FENCING, SITUATED IN LAINGSBURG LOCAL MUNICIPALITY IN THE WESTERN CAPE PROVINCE		
<i>(D3)</i>	Designated product(s): Steel Value-added product		
<i>(D4)</i>	Tender Authority:		
<i>(D5)</i>	Tendering Entity name:		
<i>(D6)</i>	Tender Exchange Rate:	Pula	EU R 9,00 GBP R 12,00

A. Exempted imported content

A. Exempted imported content				Calculation of imported content						Summary	
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	Tender Qty	Exempted imported value
<i>(D7)</i>	<i>(D8)</i>	<i>(D9)</i>	<i>(D10)</i>	<i>(D11)</i>	<i>(D12)</i>	<i>(D13)</i>	<i>(D14)</i>	<i>(D15)</i>	<i>(D16)</i>	<i>(D17)</i>	<i>(D18)</i>
<i>(D19)</i> Total exempt imported value										R 0	
This total must correspond with Annex C - C 21											

B. Imported directly by the Tenderer

B. Imported directly by the Tenderer				Calculation of imported content						Summary	
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	Tender Qty	Total imported value
<i>(D20)</i>	<i>(D21)</i>	<i>(D22)</i>	<i>(D23)</i>	<i>(D24)</i>	<i>(D25)</i>	<i>(D26)</i>	<i>(D27)</i>	<i>(D28)</i>	<i>(D29)</i>	<i>(D30)</i>	<i>(D31)</i>
<i>(D32)</i> Total imported value by tenderer										R 0	

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

C. Imported by a 3rd party and supplied to the Tenderer				Calculation of imported content						Summary	
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	Quantity imported	Total imported value
<i>(D33)</i>	<i>(D34)</i>	<i>(D35)</i>	<i>(D36)</i>	<i>(D37)</i>	<i>(D38)</i>	<i>(D39)</i>	<i>(D40)</i>	<i>(D41)</i>	<i>(D42)</i>	<i>(D43)</i>	<i>(D44)</i>
<i>(D45)</i> Total imported value by 3rd party										R 0	

D. Other foreign currency payments

D. Other foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
<i>(D46)</i>	<i>(D47)</i>	<i>(D48)</i>	<i>(D49)</i>	<i>(D50)</i>	<i>(D51)</i>	
<i>(D52)</i> Total of foreign currency payments declared by tenderer and/or 3rd party						
Signature of tenderer from Annex B					<i>(D53)</i> Total of imported content & foreign currency payments - <i>(D32)</i> , <i>(D45)</i> & <i>(D52)</i> above	
Date:					R 0	
This total must correspond with Annex C - C 23						

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

SATS 1286.2011

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No. SSC WC 25 (2021/2022) DALRRD	Note: VAT to be excluded from all calculations
(E2)	Tender description: INSTALLATION OF LAINGSBURG FENCING, SITUATED IN LAINGSBURG	
(E3)	Designated product(s): Steel Value-added product	
(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)			

(E10)	Manpower costs	(Tenderer's manpower cost)	
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	
(E13) Total local content			R 0
This total must correspond with Annex C - C24			

Signature of tenderer from Annex B

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT NO.: SSC WC 25 (2021/2022) DALRRD
 APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF 9615m FOR PHASE 3 LAINGSBURG COMMONAGE
 BORDERLINE FENCE, SITUATED IN LAINGSBURG LOCAL MUNICIPALITY IN THE WESTERN CAPE PROVINCE

SATS 1286.2011

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No. SSC WC 25 (2021/2022) DALRRD	
(D2)	Tender description: INSTALLATION OF LAINGSBURG FENCING, SITUATED IN LAINGSBURG LOCAL MUNICIPALITY IN THE WESTERN CAPE PROVINCE	Note: VAT to be excluded from all calculations
(D3)	Designated product(s): Cement Sector	
(D4)	Tender Authority:	
(D5)	Tendering Entity name:	
(D6)	Tender Exchange Rate:	Pula <input type="text"/> EU R 9,00 GBP R 12,00

A. Exempted imported content

A. Exempted imported content				Calculation of imported content						Summary	
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	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	
This total must correspond with Annex C - C 21											

B. Imported directly by the Tenderer

B. Imported directly by the Tenderer				Calculation of imported content						Summary	
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	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer										R 0	

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

C. Imported by a 3rd party and supplied to the Tenderer				Calculation of imported content						Summary	
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	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party										R 0	

D. Other foreign currency payments

D. Other foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party						

Signature of tenderer from Annex B

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

Date:

This total must correspond with Annex C - C 23

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SATS 1286.2011

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No. SSC WC 25(2021/2011) DALRRD	Note: VAT to be excluded from all calculations
(E2)	Tender description: INSTALLATION OF LAINGSBURG FENCING, SITUATED IN LAINGSBURG	
(E3)	Designated product(s): Cement Sector	
(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)			

(E10)	Manpower costs	(Tenderer's manpower cost)	
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	
(E13) Total local content			R 0
This total must correspond with Annex C - C24			

Signature of tenderer from Annex B

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.6: FORM F: RECORD OF ADDENDA

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 Authorized Person

 Date

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

SECTION T2.2.8: FORM H: 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:

- a) List the partners.

2.4 If the tenderer is a One-man concern:

- a) 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 Authorized Person

Date

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

SECTION T2.2.9: FORM I: PAST SUPPLY CHAIN MANAGEMENT PRACTICES (SBD 8)

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution’s supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury’s website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM
 IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION
 MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T2.2.10: FORM J: CERT. OF INDEPENDENT BID DETERMINATION (SBD 9)

This Standard Bidding Document (SBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium³ will not be construed as collusive bidding.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

10. 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.

.....
 Signature Date

.....
 Position Name of Bidder

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T2.2.11: FORM K: 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 Authorized Person

 Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.13: FORM M: 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)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.14: FORM N: KEY-PERSONNEL/SUPERVISORY & MANAGEMENT STAFF

The Tenderer shall, submit the name of the Construction Manager/Site Agent that will be employed to supervise this Contract. **Please attach the CV that includes list of successfully completed fencing projects by the Construction Manager/Site Agent within the last 10 years or complete this form.**

Note: that any project with incomplete details will not be awarded points.

Construction Manager/Site Agent			
Name of Construction Manager/Site Agent:			
Indicate years of experience:			
Current employer:			
Name of Project Completed	Name of Employer (Name, Tel. No, Email)	Nature of Work	Year Completed

 Signature of Authorized Person

 Date

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T2.2.15: FORM O: KEY-PERSONS & NON-LOCAL WORKERS TO EMPLOYED

The Tenderer shall insert in the spaces below, the name of non-local key personnel and non-local workers to be engaged on the Contract.

	Name	Category
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

* The Contractor must fill in the various categories, e.g. Site, Agent, Artisans, Foreman, Trainers, Plant Operators, Clerks, Technicians, Laboratory Assistants, etc. as required.

 Signature of Authorized Person

 Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.16: FORM P: QUALITY MANAGEMENT SYSTEMS

Briefly describe the construction quality system incorporated by the tenderer in his organisation and which will be applicable to this Contract.

	Internal	External	Name of responsible Company /or Person (In case of Person give years' experience and qualification)
Excavation			
Fencing			

 Signature of Authorized Person

 Date

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

SECTION T2.2.17: FORM Q: 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? (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? If yes, please explain his duties and provide a copy of his CV.
Yes / No

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 Authorized Person

Date

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

SECTION T2.2.18: FORM R: 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.

Signature of Authorized Person

Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.21: FORM U: SUPPLIER MAINTENANCE FORM

BAS PMIS LOGIS WCS **CONTRACTOR**
 CONSULTANT

OFFICE:

The Director General : Department of Agriculture Land Reform and Rural Development

I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.

This authority may be cancelled by me/us by giving thirty days' notice by prepaid registered post.

Please ensure information is validate as per required bank screens.

I/We understand that bank details provided should be exactly as per the records held by the bank.

I/We understand that the Department will not assume responsibility for any delayed payments, as a result of incorrect information supplied.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Company / Personal Details	
Registered Name	<input style="width: 100%;" type="text"/>
Trading Name	<input style="width: 100%;" type="text"/>
Tax Number	<input style="width: 100%;" type="text"/>
VAT Number	<input style="width: 100%;" type="text"/>
Title:	<input style="width: 100%;" type="text"/>
Initials:	<input style="width: 100%;" type="text"/>
First Name:	<input style="width: 100%;" type="text"/>
Surname:	<input style="width: 100%;" type="text"/>
Address Detail	
Payment Address <small>(Compulsory if Supplier)</small>	<input style="width: 100%; height: 40px;" type="text"/>
Postal Code	<input style="width: 40px; height: 20px;" type="text"/>
New Detail	
<input type="checkbox"/> New Supplier information <input type="checkbox"/> Update Supplier information	
Supplier Type:	<input type="checkbox"/> Individual <input type="checkbox"/> Department <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Trust <input type="checkbox"/> CC <input type="checkbox"/> Other (Specify) <input style="width: 100px; height: 20px;" type="text"/>
Department Number	<input style="width: 40px; height: 20px;" type="text"/>

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T2.2.22: FORM V: LABOUR PARTICIPATION DECLARATION

Definitions

a. 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

b. 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.

c. PREFERENTIAL PROCUREMENT PROCEDURES AND REQUIREMENTS

The system of measurement of preferential procurement points shall be as defined in the Section T1.2: Tender Data.

i. USE OF LOCAL LABOUR

It is a requirement of the Employer that the maximum possible use is made of local labour.

The Contractor is therefore required to limit the use of non-local labour to key personnel only and to employ only local labour on this Contract. **80% of "Unskilled Personnel" shall be local labour. A penalty of R800/person/day is applicable if the target of 80% local labour employed on work teams is not achieved.**

The Contractor 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 Engineer."

ii. SUB CONTRACTORS, SMME's, FEMALES & YOUTH

The Contractor shall seek approval from the Employer of all subcontractors prior to them starting work on site.

A minimum sub-contracting target as contained in the tender data on page 14 under clause f.2.1.1 (iii) must be tendered to be accepted.

The female component of the total labour force, including labour employed by BBBEE'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, must be maximised and must take up not less than 20% of the total labour days expended on the contract.

The disabled component of the total labour force, including labour employed by BBBEE's must be maximised and must take up not less than 1% 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.

.....

Signature of Authorized Person

.....

Date

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

SECTION T2.2.22: FORM W: 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;

Name: Position:

Signature of person authorised to sign the tender:

Date:

Enterprise Name:

[]

Contractor

[]

Witness 1

[]

Witness 2

[]

Employer

[]

Witness 1

[]

Witness 2

PART C1: AGREEMENT AND CONTRACT DATA

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION C1.1: FORM OF OFFER AND ACCEPTANCE

IMPORTANT NOTE:

ALL Tenderers MUST complete and sign Form A: OFFER (the first page hereafter).

Form B: ACCEPTANCE will be signed by the Employer and then only in the case of the successful Tenderer.

Form C: SCHEDULE OF DEVIATIONS must be signed by the Employer as well as the successful Tenderer after award of the contract.

Form D: CONFIRMATION OF RECEIPT must be signed by the successful Tenderer after receipt of one fully completed original copy of this Agreement.

A tender in which Form A: OFFER has not been completed and signed by the Tenderer, will not be valid and will be disqualified at the discretion of the Employer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM OF OFFER AND ACCEPTANCE

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

CONTRACT NO.: SSC WC 25 (2021/2022) DALRRD

APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF 9615m FOR PHASE 3 LAINGSBURG COMMONAGE BORDERLINE FENCE, SITUATED IN LAINGSBURG LOCAL MUNICIPALITY IN THE WESTERN CAPE PROVINCE

Offer:

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of a contractor for THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF 9615m FOR PHASE 3 LAINGSBURG COMMONAGE BORDERLINE FENCE SITUATED IN LAINGSBURG LOCAL MUNICIPALITY IN THE WESTERN CAPE PROVINCE.

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

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

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

Amount in Words:

R.....(in figures)

(Should there be a discrepancy between the amounts in figures and words, 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 Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

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.

<input type="text"/>					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

FOR THE CONTRACTOR

Signature (of Person authorised to sign the Tender):

Name (of Signatory in capitals):
.....

Capacity (of Signatory):
.....

Name of Tenderer (Organisation):
.....

Address of Tenderer:
.....
.....

Telephone number: Fax

E-mail address: Date:

[Failure of a Tenderer to complete and sign this form will invalidate the tender]

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Acceptance:

THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF 9615m FOR PHASE 3 LAINGSBURG COMMONAGE BORDERLINE FENCE, SITUATED IN LAINGSBURG LOCAL MUNICIPALITY IN THE WESTERN CAPE PROVINCE

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

The terms of the contract, are contained in:

- Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance);
- Part C2 Pricing Data;
- Part C3 Scope of Work: Works Information;
- Part C4 Site Information;

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

Deviations from and amendments to the draft contract as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of 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 securities, 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 when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

FOR THE EMPLOYER:

Name: Name:

Signature: Signature:

Capacity: Capacity:

For the Employer:
(Insert the name and address of organisation)

Name of Witness: Signature:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Schedule of Deviations:

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

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

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from the draft contract, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

FOR THE EMPLOYER:

Name: Name:

Signature: Signature:

Capacity: Capacity:

For the Employer:

.....
.....

(Insert the name and address of organisation)

Name of Witness: Signature:

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

FOR THE TENDERER:

Name: Name:

Signature: Signature:

Capacity: Capacity:

For the Contractor:

.....
(Insert the name and address of organisation)

Name of Witness: Signature:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION C1.2: CONTRACT DATA (CONDITIONS OF CONTRACT)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT DATA

The Conditions of Contract are the General Conditions of Contract for Construction Works (2ND Edition 2010) published by the South African Institution of Civil Engineering (SAICE). Copies of these conditions of contract may be obtained from the SAICE Tel No.: (0)11 805 5947.

The General Conditions of Contract for Construction Works make several references to the Contract Data. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

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

The **SANS 1200 Standardised Specification for Civil Engineering Construction**, and specific amendments and additions shall be deemed to be incorporated in the Civil Bill of Quantities.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART 1: DATA PROVIDED BY THE EMPLOYER

REF CLAUSE No					
1.1.1.13	The Defects Liability Period is 12 (twelve) months.				
1.1.1.14	The time for achieving Practical Completion is no longer than 5 (five) months.				
1.1.1.15	The Employer is: Department of Agriculture, Land Reform and Rural Development				
1.2.1.2	<p>Address of Employer:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"><u>Physical:</u> 14 Long Street CAPE TOWN 8001</td> <td style="width: 50%; border: none;"><u>Postal:</u> Private Bag X9159 Cape Town 8000</td> </tr> <tr> <td style="border: none;">Telephone No: (021) 409-0529</td> <td style="border: none;">Fax No: (021) 409-0535</td> </tr> </table>	<u>Physical:</u> 14 Long Street CAPE TOWN 8001	<u>Postal:</u> Private Bag X9159 Cape Town 8000	Telephone No: (021) 409-0529	Fax No: (021) 409-0535
<u>Physical:</u> 14 Long Street CAPE TOWN 8001	<u>Postal:</u> Private Bag X9159 Cape Town 8000				
Telephone No: (021) 409-0529	Fax No: (021) 409-0535				
1.1.1.16	The Employer's Agent is: Provincial Department of Agriculture				
1.2.1.2	<p>Address of Employer's Agent:</p> <p><u>Physical:</u> Department of Agriculture 1 Pieter Jacobs Avenue Beaufort West 6970</p> <p>e-mail: phyllisp@elsenburg.com</p> <p>Telephone No: (023) 414 9204</p>				
1.1.1.26	The Pricing Strategy is Re-measurable Contract.				
2.4	<p>Add the following:</p> <p>In the event of any ambiguity, conflict or discrepancy between the various contract documents, lists and schedules, the order of precedence (from highest to lowest) shall be as follows:</p> <ol style="list-style-type: none"> 1. Contract Agreement 2. Tender Offer 3. Appendix to Tender 4. Special Conditions of Contract 5. General Conditions of Contract 6. Project Specification 7. Schedule of Quantities 8. Working Drawings 				
3.2.3	<p>The Employer's Agent shall obtain the specific approval of the Employer before executing any of the following functions or duties:</p> <p>a) The issuing of a variation order in terms of Clause 6.3.2.</p>				
4.3.2	<p>If required, and for the duration of this contract, the Contractor shall provide proof to the Employer's Agent that the Contractor is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in this Contract. Failure to provide such proof shall entitle the Employer to withhold any payments due to the Contractor until such proof is provided.</p>				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4.3.3	<p>Add the following clause after Clause 4.3.2: The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations promulgated thereunder.</p> <p>An agreement is included in the Contract Document (C1.4 of Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured by a Licensed Compensation Insurer) within fourteen (14) days after the Commencement Date. The Contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.</p>																								
5.3.1	<p>The documentation required before commencement with the Works execution is:</p> <ol style="list-style-type: none"> 1. Performance Guarantee (Refer to Clause 6.2.1) 2. Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer) 3. Insurance (Refer to Clause 8.6) 4. Initial Programmed (Refer to Clause 5.6) 5. Occupational Health and Safety Agreement (C1.4 of the Contract Document) 6. Occupational Health and Safety Plan (Refer to Clause 4.3) 																								
5.3.2	<p>The time to submit documentation from commencement date before commencement of the works is fourteen (14) days</p>																								
5.4.2	<p>Access to and possession of the site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply and where ongoing use by the general public is required.</p> <p>Add the following Clause after Clause 5.4.3. The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the site.</p>																								
5.8.1	<p>The non-working days are Sundays The special non-working days are:</p> <ol style="list-style-type: none"> 1. All Gazetted public holidays falling outside the year-end break. 2. The year-end break as promulgated by SAFCEC. 																								
5.12.2.2	<p>No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature.</p> <p>However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist and an extension of time be claimed in accordance with the provisions of Clause 5.12.</p> <p>The claiming for delays for abnormal climatic conditions will be evaluated against the accumulative total of days allowed for 5.12.2.2 for the relevant contract period. The number of days indicated below shall be regarded as a fair estimate of the days to be anticipated and allowed for as described above:</p> <table style="width: 100%; border: none;"> <tr><td>January</td><td>2 days</td></tr> <tr><td>February</td><td>3 days</td></tr> <tr><td>March</td><td>2 days</td></tr> <tr><td>April</td><td>2 days</td></tr> <tr><td>May</td><td>3 days</td></tr> <tr><td>June</td><td>3 days</td></tr> <tr><td>July</td><td>4 days</td></tr> <tr><td>August</td><td>3 days</td></tr> <tr><td>September</td><td>2 days</td></tr> <tr><td>October</td><td>3 days</td></tr> <tr><td>November</td><td>3 days</td></tr> <tr><td>December</td><td>1 days</td></tr> </table> <p>Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day is experienced.</p>	January	2 days	February	3 days	March	2 days	April	2 days	May	3 days	June	3 days	July	4 days	August	3 days	September	2 days	October	3 days	November	3 days	December	1 days
January	2 days																								
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May	3 days																								
June	3 days																								
July	4 days																								
August	3 days																								
September	2 days																								
October	3 days																								
November	3 days																								
December	1 days																								

[Signature Box]
Contractor

[Signature Box]
Witness 1

[Signature Box]
Witness 2

[Signature Box]
Employer

[Signature Box]
Witness 1

[Signature Box]
Witness 2

	It shall be noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.
5.13.1	The penalty for failing to complete the Works is R3 000.00 per calendar day. The penalty for failing to achieve local labour requirements is R800.00 per person per day.
5.16.3	The latent defect period is 10 years.
6.2.1	The Contractor shall deliver to the Employer within such time as may be stated in the Contract Data a Performance Guarantee of an Insurance Company or Bank as security. The said Company or Bank shall be subject to approval by the Employer. The Performance Guarantee is to contain the wording of the document included in Section C: Performance Guarantee. The Performance Guarantee shall be ten per cent (10%) of the Tender Price.
6.2.2	Delete Clause 6.2.2 in its entirety.
6.2.3	The expiry date shall be the date, of the issue by the Employer's Agent, of the Certificate of Completion of the Works.
6.3.1	Add the following: Variations that have a financial implication will be approved by the department in line with the departmental approved Supply Chain Management Delegation of Authority. Contingencies: Contingencies is under the sole control of the department and upon approval by the Delegated authority.
6.5.1.2.3	The percentage allowances to cover overhead charges are: <ul style="list-style-type: none"> • 25% of the gross remuneration of workmen and foremen actually engaged in the day work; • 15% on the net cost of materials actually used. <p>No allowance will be made for work done, or for materials and equipment, for which day work rates have been quoted at tender stage.</p>
6.8.2	<i>Add the following to Clause 6.8.2:</i> The Contract Price shall not be subject to any contract price adjustment and the rates and prices tendered in the bill of quantities shall be final and binding throughout the period of the Contract. Notwithstanding the above, if special materials are specified in Part 2 of the Contract Data then the provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials. Furthermore if, as a result of any extension of time granted, the duration of the contract period exceeds one year, the contract will automatically be subject to contract price adjustment for that period by which the extended contract period exceeds such one year. Where applicable, in terms of the foregoing, the value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: The value of "x" is 0,15. The values of the coefficients are: a = 0,20 b = 0,25 c = 0,50 d = 0,05 The base month is the sixth month after the Commencement Date of the Contract.

[Signature Box]
Contractor

[Signature Box]
Witness 1

[Signature Box]
Witness 2

[Signature Box]
Employer

[Signature Box]
Witness 1

[Signature Box]
Witness 2

	<p>In addition, the Contract Price Adjustment Schedule shall be amended as follows:</p> <p>“L” is the “Labour Index” and shall be the Consumer Price Index (CPI per Province) for the National Province wherein the larger part of the Site is located, as published in the Statistical News Release, P0141 Table A of Statistics South Africa.</p> <p>“P” is the “Plant Index” and shall be the Producer Price Index for Civil engineering plant as published in the Statistical News Release P0142.1, Table 12 of Statistics South Africa.</p> <p>“M” is the “Materials Index” and shall be the Producer Price Index for materials for Building and construction – Civil engineering as published in the Statistical News Release P0142.1, Table 11 of Statistics South Africa.</p> <p>“F” is the “Fuel Index” and shall be the Producer Price Index for Diesel at wholesale level – Coast as published in the Statistical News Release P0142.1, Table 12 of Statistics South Africa.</p>
6.8.4	<p><i>Add the following to Clause 6.8.4:</i></p> <p>Notwithstanding the above, in the event that a public holiday is proclaimed within 28 days before the closing date for tenders, no costs other than those that can be claimed under Clause 5.12.3 shall be added to the contract price.</p>
6.10.1.5	<p>The percentage advance on materials not yet built into the Permanent Works is 80%. Payment for materials on site not yet built into the Permanent Works, or not on site, shall only be made on submission of the applicable cession forms.</p>
6.10.3	<p>The limit of retention money is 10% of the net tender amount.</p> <p>Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractors shall be subject to retention by the Employer of an amount of 10% of the said amounts due to the Contractor. A guarantee in lieu of retention is not permitted.</p>
6.10.4	<p>Replace the following sentence of clause 6.10.4:</p> <p>“The employer shall pay the amount due to the Contractor within 28 days of receipt by the Employer of the payment certificate signed by the Employer’s Agent.”</p> <p>with</p> <p>“The employer shall pay the amount due to the Contractor within 30 days of receipt by the Employer of the payment certificate signed by the Employer’s Agent, original tax invoice issued by contractor and Local Labour form issued by contractor.”</p>
8.2.1	<p>The Contractor shall protect the Works properly and shall so arrange his operations that the minimum danger and inconvenience are caused to the public and to vehicle and pedestrian traffic. For this purpose he shall, inter alia, provide and maintain sufficient road signs, lights, barricades, fencing and guarding as may be necessary or required by the Employer’s Agent or by any act, regulation or statutory authorities.</p> <p>All operations required in connection with the execution and completion of the Works and temporary Works shall, as far as the provisions for the Contract permit, not unnecessarily or in any improper manner encroach upon the use of public roads or upon access to private property, and the Contractor hereby indemnifies the Employer against any claims, demands, damage and costs that may arise in this regard.</p> <p>Compensation for such obligations shall be included in the Contractors prices for provisional and general costs, except in as far as provision is made in the specifications for payment in respect of specific items pertaining to these obligations.</p>
8.6.1.1.2	<p>The value of Plant and materials supplied by the Employer to be included in the insurance sum is nil.</p>
8.6.1.1.3	<p>The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 500 000.00</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

8.6.1.3	The limit of indemnity of liability insurance is R5 000 000-00 for any single claim – the number of claims to be unlimited during the construction and defects liability periods.
8.6.1.5	<p>In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required:</p> <ul style="list-style-type: none"> a) Insurance of construction equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement. b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993. c) Motor Vehicle Liability Insurance comprising (as a minimum) “Balance of Third Party” risks including Passenger Liability Indemnity. <p>Where the contract involves manufacturing and/or fabrication of the Works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the Works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor’s Policies of Insurance.</p>
8.6.6	The evidence that the insurances have been effected in terms of Clause 8.6.1, shall be in the form of an insurance broker’s warranty.
10.5.3	The number of Adjudication Board Members to be appointed is one.

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

SECTION B: DATA TO BE PROVIDED BY CONTRACTOR

PART 2: DATA PROVIDED BY THE CONTRACTOR

REF CLAUSE No									
1.1.1.9	The name of the Contractor is <div style="text-align: center;">[Enter the Legal name of the Contractor].</div>								
1.2.1.2	Address of Contractor: Physical: Postal: e-mail: Telephone No: Fax No:								
6.2.1	The security to be provided by the Contractor shall be one of the following:								
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%; text-align: center;"><u>Type of security</u> (VAT shall be excluded from the Contract Sum and the value of the Works for calculating the percentages)</th> <th style="width: 30%; text-align: center;">Contractor's choice (Indicate "Yes" or "No")</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Retention of 10% of the Contract Sum.</td> <td style="text-align: center;">NO</td> </tr> <tr> <td style="text-align: center;">Cash deposit of 10% of the Contract Sum plus retention of 5% of the value of the Works.</td> <td style="text-align: center;">NO</td> </tr> <tr> <td style="text-align: center;">Performance guarantee of 10% of the Contract Sum plus retention of 10% of the value of the Works until a Completion Certificate is signed and handed over to the Contractor, upon which 5% can be released and 5% retention held until the 1 year defect liability period is over and a Final Approval Certificate is signed and handed over to the Contractor.</td> <td style="text-align: center;">YES</td> </tr> </tbody> </table>	<u>Type of security</u> (VAT shall be excluded from the Contract Sum and the value of the Works for calculating the percentages)	Contractor's choice (Indicate "Yes" or "No")	Retention of 10% of the Contract Sum.	NO	Cash deposit of 10% of the Contract Sum plus retention of 5% of the value of the Works.	NO	Performance guarantee of 10% of the Contract Sum plus retention of 10% of the value of the Works until a Completion Certificate is signed and handed over to the Contractor, upon which 5% can be released and 5% retention held until the 1 year defect liability period is over and a Final Approval Certificate is signed and handed over to the Contractor.	YES
<u>Type of security</u> (VAT shall be excluded from the Contract Sum and the value of the Works for calculating the percentages)	Contractor's choice (Indicate "Yes" or "No")								
Retention of 10% of the Contract Sum.	NO								
Cash deposit of 10% of the Contract Sum plus retention of 5% of the value of the Works.	NO								
Performance guarantee of 10% of the Contract Sum plus retention of 10% of the value of the Works until a Completion Certificate is signed and handed over to the Contractor, upon which 5% can be released and 5% retention held until the 1 year defect liability period is over and a Final Approval Certificate is signed and handed over to the Contractor.	YES								

Signature of Authorized Person

Date

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION C1.3: PRO-FORMA FORMS (TO BE COMPLETED BY SUCCESSFUL TENDERER ONLY)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONSTRUCTION GUARANTEE (PRO-FORMA)

The contractor must provide fixed Construction Guarantee with payment reduction as stated in the Contract Document Part C1.2.2 Contractor to Employer, item 2.0.

A SIGNED LETTER OF INTENT TO BE SUBMITTED WITH THE RETURNABLE DOCUMENT.

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

CONSTRUCTION GUARANTEE (PRO-FORMA)

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means

Physical address

Guarantor's registration number with the Financial Services Board (FSB).....

Guarantor's signatory 1 Capacity

Guarantor's signatory 1 Capacity

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

Contractor means

Agent means **N/A**

Works means **INSTALLATION OF 9615m FOR PHASE 3 LAINGSBURG COMMONAGE BORDERLINE FENCE**

Site means **LAINGSBURG COMMONAGE IN LAINGSBURG LOCAL MUNICIPALITY IN THE WESTERN CAPE PROVINCE**

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

Contract Sum means the accepted amount inclusive of tax of R

Amount in words

Guaranteed Sum means the maximum aggregate amount of R

Amount in words

Construction Guarantee (Fixed or Variable) (insert expiry date)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

AGREEMENT DETAILS

1.0 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:(Rand) (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.

2.0 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

3.0 Subject to the Guarantor's maximum liability referred to in 1.0 or 2.0 , the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

- 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 4.2
- 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 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Construction 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 4.0

4.0 Subject to the Guarantor's maximum liability referred to in 1.0 or 2.0, 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 Construction Guarantee stating that:

- 4.1 The Agreement has been cancelled due to the Contractor's default and that the Construction Guarantee is called up in terms of 5.0. 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 Construction Guarantee is called up in terms of 5.0. The demand shall enclose a copy of the court order

5.0 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4.0 and 5.0 shall not exceed the Guarantor's maximum liability in terms of 1.0 or 2.0

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

- 6.0** Where the Guarantor is a registered insurer and has made payment in terms of 5.0, 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 Construction Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Construction 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
- 7.0** Payment by the Guarantor in terms of 4.0 or 5.0 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor
- 8.0** 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 Construction Guarantee on account of any conduct alleged to be prejudicial to the Guarantor
- 9.0** The Guarantor chooses the physical address as stated above for all purposes in connection herewith
- 10.0** This Construction Guarantee is neither negotiable nor transferable and shall expire in terms of either 1.1.4 or 2.1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earliest, where after no claims will be considered by the Guarantor. The original of this Construction Guarantee shall be returned to the Guarantor after it has expired
- 11.0** This Construction Guarantee, with the required demand notices in terms of 4.0 or 5.0, shall be regarded as a liquid document for the purpose of obtaining a court order
- 12.0** Where this Construction 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

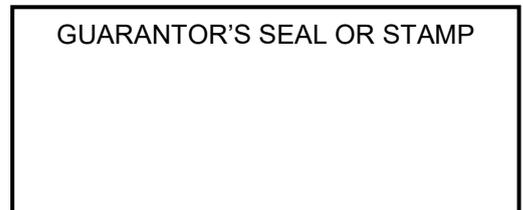
GUARANTOR'S SIGNATORY 2

.....

WITNESS

1.

2.



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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
14. 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
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

Or any other approved by Financial Services Board (FSB) and National Credit Regulator (NCR)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION C1.3.2: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT BETWEEN
EMPLOYER AND CONTRACTOR (PRO-FORMA)**

**AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF
1993 and CONSTRUCTION REGULATIONS of FEBRUARY 2014**

made and entered into between

THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

(hereinafter called the “employer”)

of the one part, herein represented by:

in his capacity as:

AND:

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

.....

in his capacity as:

duly authorised to sign on behalf of the Contractor.

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

CONTRACT No:

(CONTRACT TITLE)

.....
for the construction, completion and maintenance of the works;

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

NOW THEREFORE the parties agree as follows:

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

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

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

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Thus, signed at..... for and on behalf of the **EMPLOYER**

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his Sub-Contractor/s.
11. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

AUTHORITY FOR SIGNATORY TO SIGN OH&S AGREEMENT BETWEEN EMPLOYER AND CONTRACTOR

CERTIFICATE OF AUTHORITY FOR SIGNATORY TO SIGN AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993), AND CONSTRUCTION REGULATIONS (GOVERNMENT NOTICE 84 OF 07 FEBRUARY 2014) OR ANY AMENDMENT THERETO

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the board of directors. An example is given below:

“By resolution of the board of directors passed at a meeting held on.....20.....

Mr/Mrs.....whose signature appears below, has been duly authorised to sign the AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993), AND CONSTRUCTION REGULATION (GOVERNMENT NOTICE 84 of 07 FEBRUARY 2014) OR ANY AMENDMENT THERETO on behalf of

(Name of Company)

SIGNED ON BEHALF OF THE COMPANY:

Signature:.....

Name: (of signatory in capitals):

Capacity: (of Signatory):

Witness 1:

Signature:

Name: (in capitals):.....

Date:

Witness 2:

Signature:

Name: (in capitals):

Date:

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

SECTION C1.3.4: NOTIFICATION OF CONSTRUCTION WORK

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
Regulation 4 of the Construction Regulations, 2014**

1. (a) Name and postal address of principal contractor:

- (b) Name and tel. No of principal contractor's contact person:

2. Principal contractor's compensation registration number: _____
3. (a) Name and postal address of client:
Department of Agriculture Land Reform and Rural Development, Private Bag X9159, Cape Town
- (b) Name and telephone no of client's contract person or agent:
Jimmy Freysen, Tel: (021) 409-0335
4. (a) Name and postal address of designer(s) for the project:
Department of Agriculture, 1 Pieter Jacobs Avenue, Beaufort West, 6970
- (b) Name and telephone no of designer(s) contact person:
Phyllis Pienaar, Tel: (023) 414 9204 Mobile: 083 649 9306
5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6.(1).

6. Name/s of principal contractor's sub-ordinate supervisors on site appointed in terms of regulation 8.(3).

7. Exact physical address of the construction site or site office:

8. Nature of the construction work:

9. Expected commencement date: _____
10. Expected completion date: _____
11. Estimated maximum number of persons on the construction site: _____
12. Planned number of contractors on the construction site accountable to principal contractor:

13. Name(s) of contractors already chosen:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Principal Contractor

Date

Client

Date

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR PRIOR TO COMMENCEMENT OF WORK ON SITE.
- ALL PRINCIPAL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION C1.3.5: SAMPLE AGREEMENT BETWEEN CONTRACTOR AND
COMMUNITY LIAISON OFFICER (CLO)**

Construction Contract No.: SSC WC 25 (2021/2022) DALRRD

PROJECT:

THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF 9615m FOR PHASE 3 LAINGSBURG
COMMONAGE BORDERLINE FENCE, SITUATED IN LAINGSBURG LOCAL MUNICIPALITY IN THE
WESTERN CAPE PROVINCE

AGREEMENT made between the CONTRACTOR and the Community Liaison Officer, hereafter referred to as the
CLO, for the appointment and employment of a CLO for the duration of the work in respect of the above-named
construction contract.

1. The parties have agreed that:

The CLO will be employed by the Contractor on a temporary basis for the duration of the work from the date of
signing this agreement to the date of practical completion as defined in the Contract, subject to all the conditions
set out below.

2. The duties of the Community Liaison Officer shall be:

- a) to keep the community informed on the progress of the project;
- b) to keep the Contractor informed on relevant Community affairs and possible grievances;
- c) to manage the recruitment of workers from the Sub-Council Job-Seekers Database;
- d) to assist the Contractor's supervisory staff in the management of the workers.

3. The following conditions of employment shall apply:

The Conditions of Temporary Employment as applicable on this Contract for the workers recruited from the
Community shall apply equally to the CLO. These conditions that apply are listed below as they appear in the
Contract of Temporary Employment:

- 3.1 If required to work on a statutory public holiday or Sunday, the payment will be double the amount
stated in the previous paragraph.
- 3.2 Maximum hours of work:
 - (i) 9¼ hours per day
 - (ii) 45 hours per week;
 - (iii) 5 days per week;
 - (iv) 5 hours without an interval, whereupon there shall be an interval of at least 30 minutes;
 - (v) A spread-over period of 12 hours.
- 3.3 The CLO shall be entitled to payment where he is prevented from working by reasons which are within
the control of the Contractor.
- 3.4 On days when it is raining the Contractor may, before 9 a.m., decide not to open the site and there will
be no pay.

If the Contractor closes the site between 9 a.m. and 1 p.m., the CLO will be paid half the daily wage.
If the site works later than 1 p.m., the CLO will be paid the full daily wage.

- 3.5 Workers and the CLO will not be permitted to work under conditions of:
 - (i) undisciplined or unruly behaviour;
 - (ii) insubordination to Team Leader, Supervisors or Management;
 - (iii) abuse of intoxicating substances;
 - (iv) criminal actions by the employee;
 - (v) strike action or political stay-aways.
- 3.6 Workers, including the CLO, may be dismissed after two official written warnings for the following
behaviour:
 - (i) undisciplined or unruly behaviour;
 - (ii) insubordination to Team Leader, Supervisors or Management;
 - (iii) abuse of intoxicating substances;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C2: PRICING DATA

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION C2.1: PRICING INSTRUCTIONS

[Signature Box]

Contractor

[Signature Box]

Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2

PRICING INSTRUCTIONS

GENERAL

This section provides the tenderer with guidelines and requirements regarding the completion of the Bill of Quantities. The Schedule must be completed in black ink and the tenderer is referred to the Tender Specifications regarding the correction of errors.

CORRECTION OF ENTRIES MADE BY TENDERER

Any entry made by the Tenderer in the Bill of Quantities, forms, etc., which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.

1. Measurement and payment shall be in accordance with the relevant provisions of the SANS 1200 Standardised Specification for Civil Engineering Construction as amended in the Scope of Works.
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	=Kiloliter
km	=Kilometer
km-pass	=kilometre-pass
kPa	=Kilopascal
kW	=Kilowatt
litre	=Litre
m	=Metre
mm	=Millimeter
m ²	=square metre
m ² -pass	=square metre-pass
m ³	=cubic metre
m ³ -km	=cubic metre-kilometre
MN	=meganewton
MN.m	=meganewton-metre
MPa	=megapascal
No	=Number
ton	=ton (1000 kg)
W/day	=Work day

3. For the purpose of the Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work as defined in the Standard Specifications.
Quantity:	The number of units of work for each item. Rate: The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.
Lump sum:	An agreed amount for an item, the extent of which is described in the Bill of Quantities but the quantity of work of which is not measured in any units.
Provisional sum:	An amount provided for work the scope and/or the necessity of which is undecided, and which will be dealt with in accordance with clause 6.6.1 of the General Conditions of Contract.
Prime cost sum:	An amount provided to cover the cost price of certain goods, services or materials in accordance with clause 6.6.2 of the General Conditions of Contract.

4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

5. It will be assumed that prices included in the bills of quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
6. The prices and rates in the Bill of Quantities are to be fully inclusive prices for the work described under the several items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. 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.
7. 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.
8. **A price or rate shall be entered against each item in the Bill of Quantities.** Should the Tenderer not wish to make any charge in respect of an item, a rate of zero "R0.00" or "Nil" shall be entered. 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. Except where rates only are required, insert all amounts to be included in the total tendered price in the "Amount" column and show the corresponding total tendered price. The Tenderer may not group a number of items together and tender one lump sum for such group of items.

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

NO UNAUTHORIZED AMENDMENT SHALL BE MADE TO THE BILL OF QUANTITIES OR ANY PART OF THE PRICING DATA. IF SUCH AMENDMENT IS MADE OR IF THE BILL OF QUANTITIES IS NOT PROPERLY COMPLETED, THE TENDER WILL BE REJECTED.

9. 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 and not the quantities given in the Bill of Quantities.
10. Reasonable compensation will be received where no pay item appears in the Bill of Quantities in respect of work required in terms of the Contract and which is not covered in any other pay item.
11. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
12. The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the SANS 1200 Standardised Specification for Civil Engineering Construction).
13. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bills of Quantities with the letters L 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 L are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.
14. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) 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.
15. The Bill of Quantities cannot be submitted electronically. It cannot be printed and submitted either. It must be completed with a black ink pen.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION C2.2: BILL OF QUANTITIES

Please note that it is mandatory to submit the complete Priced Bills of Quantities with the Returnable Documents in the following acceptable formats:

Filled in, in clearly legible and **PERMANENT BLACK INK**.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

LAINGSBURG COMMONAGE: NEW FENCING (PHASE 3)
BILL OF QUANTITIES

Item No	Description	Unit	Quantity	Rate	Amount R
	BILL NO. 1				
	PRELIMINARIES & GENERALS				
	The bidder must price for all sites or parts including the mountain area of the Laingsburg commonage. The price must include new material, labour, establishment and removal of establishment for all the site.				
	The price will be fixed for the duration of the contract. The bidder must price according to the conditions of site and topography with mountainous conditional landscape. The bidder must do its investigations about soil conditions, windy weather conditions, site conditions and price accordingly. The Department won't be reliable for any claim. The bidder must price all items in document aligned with the site conditions risks and contract period on contract data. All the items in the bill of quantities are provisional subject to adjustments				
	Fixed and valued related items				
	8,3				
1	8.3.1 Contractual requirements	Sum	1		
	Establishment of facilities on site				
	8.3.2.2 Facilities for contractor				
2	Office and storage shed	Sum	1		
3	Ablutions and Latrine facilities	Sum	1		
4	Tools and Equipment	Sum	1		
5	Water supply, electric power and communication	Sum	1		
6	Dealing with water	Sum	1		
7	Access	Sum	1		
8	Plant	Sum	1		
9	8.3.2.3 Establishing and commission of facilities	Sum	1		
10	8.3.3 Other fixed-charge obligations	Sum	1		
11	8.3.4 Removal of site establishment	Sum	1		
12	Allowance for CLO for the duration of project	Sum	1		
	Preliminaries				R

	Brought forward			
	BILL NO. 2			
	8.4 Time related items			
13	8.4.1 Contractual requirements	Sum	1	
14	8.4.2.2 Facilities for contractor			
15	Office and storage shed	Sum	1	
16	Ablutions and Latrine facilities	Sum	1	
17	Tools and Equipment	Sum	1	
18	Water supply, electric power and communication	Sum	1	
19	Dealing with water	Sum	1	
20	Access	Sum	1	
21	Plant	Sum	1	
22	8.4.2.3 Establishing and commission of facilities	Sum	1	
23	8.4.3 Supervision for the duration of the construction	Sum	1	
24	8.4.4 Company and head office overhead cost for the duration of the contract	Sum	1	
25	8.4.5 Other time related obligations	Sum	1	
26	Provision of access road or alternative transportation of material	Sum	1	
27	Provision for all tests before installation including but not limited to test holes	Sum	1	
	Preliminaries			R

SECTION SUMMARY

BILL NO. 1 & 2 PRELIMINARIES

Total brought forward to summary page

R

TOTAL : CARRIED TO SUMMARY OF SECTION B

LAINGSBURG COMMONAGE:
 New Fencing (Phase 3)

Carried forward
 5

Agriculture, Land Reform Rural Development

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION B

EXTERNAL WORKS

LAINGSBURG COMMONAGE:
New Fencing (Phase 3)

Carried forward
6

Agriculture, Land Reform Rural Development

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

BILL NO 3

REMOVAL OF EXISTING FENCE

Break down and remove existing fencing, to be neatly rolled into stock piles including cart away

1 1.4 m high fence

M 9615

Break up and remove existing posts including backfilling and compaction

2 1.4m high Standards, droppers and Y type poles

No 484

Removal of existing fence

_____ R _____

LAINGSBURG COMMONAGE:
New Fencing (Phase 3)

Carried forward
7

Agriculture, Land Reform Rural Development

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION SUMMARY

BILL NO. 3 REMOVAL OF EXISTING FENCE

Total brought forward to summary page

R

TOTAL : CARRIED TO SUMMARY OF SECTION B

LAINGSBURG COMMONAGE:
 New Fencing (Phase 3)

Carried forward
 8

Agriculture, Land Reform/Rural Development

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BILL NO 4				
EARTHWORKS (PROVISIONAL)				
The contractor should inspect the site topography and conditions before pricing for the project. The employer will be indemnified against any contractor's oversight and the rates should include all associated items				
SITE CLEARANCE				
Clear Site				
1	Clear site of all rubbish, debris, vegetation, hedges, shrubs and small trees not exceeding 200mm girth, bush etc. Clear fencing line of 0.5m each side.	M ²	4808	
2	Clear site of rock including boulders and other unwanted material on the fencing line Clear fencing line of 0.5m each side.	M ²	4808	
EXCAVATION				
Excavation not exceeding 2m deep				
3	Holes (Corner and straining posts 500mm x 500mm x 700mm deep)	M ³	13	
4	Holes (Y-Bar 100mm x 100mm x 450mm deep)	M ³	2	
Extra over trench and hole excavations in earth for excavation in				
5	Soft rock	M ³	2	
6	Hard rock	M ³	15	
BACKFILLING				
7	Selected material from excavated material and cyclopean concrete to be compacted up to 90% mod AASTHO density	M ³	12	
8	Cyclopean concrete to be compacted up to 90% mod AASHTO density (only applicable for corners and gate posts)	M ³	1	
KEFOW				
9	Allow for keeping excavations free of water	Item	1	
Earthworks				

LAINGSBURG COMMONAGE:
New Fencing (Phase 3)

Carried forward
9

Agriculture, Land Reform Rural Development

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION SUMMARY

BILL NO. 4 EARTHWORKS

Total brought forward to summary page

R

TOTAL : CARRIED TO SUMMARY OF SECTION B

LAINGSBURG COMMONAGE:
 New Fencing (Phase 3)

Carried forward
 10

Agriculture, Land Reform Rural Development

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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BILL NO 5 CONCRETE, FORMWORK AND REINFORCEMENT SUPPLEMENTARY PREAMBLES Cost of tests The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the project manager. The testing shall be undertaken by an independent firm or institution nominated by the contractor to the approval of the project manager. (Test cubes are measured separately) UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES 20MPa/19mm stone concrete				
1 On holes	M ³	3		
TEST CUBES 2 Making and testing 150 x 150 x 150mm concrete strength test cube (Provisional)	No	10		
Concrete, Formwork and Reinforcement				R

LAINGSBURG COMMONAGE:
New Fencing (Phase 3)

Carried forward
11

Agriculture, Land Reform Rural Development

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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SECTION SUMMARY

BILL NO. 5
CONCRETE, FORMWORK AND REINFORCEMENT

Total brought forward to summary page

R

TOTAL : CARRIED TO SUMMARY OF SECTION B

LAINGSBURG COMMONAGE:
 New Fencing (Phase 3)

Carried forward
 12

Agriculture, Land Reform Rural Development

Contractor
Witness 1
Witness 2
Employer
Witness 1
Witness 2

BILL NO 6 BOUNDARY FENCING, POSTS & GATES Fully galvanized fencing must include the following;					
1 1.4m high above ground level fencing for inner-camps with iron poles (Y bar) to be planted 450mm below ground at 20m spacing; 125-150mm diameter anchor poles 700mm below ground at 500m spacing; 30mm diameter droppers at 4m spacing and boxes to be constructed every 100m apart. All anchor posts and Y bars must be planted with 20Mpa/19mm stone unreinforced concrete. All timber posts must be fully treated and fencing must be full galvanized with a tension of 2.0kN on a cold day with 1.5kn on hot day fixed with 2.50 - 3.15 diameter binding wire. The strand must be a 2.24mm diameter high tension plain wire. The borderline fencing must have a total of 6 rows of strands wire and 1 row of 2.5mm diameter mild steel double barbed wire fixed into the following position: The 1 strand must be fixed at 700mm spacing; 2 strand must be fixed at 600mm spacing; 2 strands must be fixed at 65mm spacing; 1 strand must be fixed at 50mm spacing, and double barbed wire at 1380mm height. Hexagonal galvanized wire netting fixed into post including 300mm wide footnet packed with 100mm diameter stones. All material must have a SABS approval tag	M	9615			
RIVER CROSSING 2 Allow for 1500mm height river mat on river crossing in 2 wooden poles fixed horizontal including additional anchor post on both sides of the river fixed with double anchor poles.	No	3			
Gates 3 Galvanised heavy-duty access gate 3000mm wide x 1400 mm high above terrace level with W-frame 34mm diameter SABS approved fitted to timber corner posts as described above	No	6			

SECTION SUMMARY

BILL NO. 6 Fencing

Total brought forward to summary page

R

TOTAL : CARRIED TO SUMMARY OF SECTION B

LAINGSBURG COMMONAGE:
 New Fencing (Phase 3)

Carried forward
 14

Agriculture, Land Reform Rural Development

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BILL NO 7

HEALTH AND SAFETY

1	Health and Safety Requirements	Sum	1
2	Health and safety Plan	Sum	1
3	Health and Safety File	Sum	1
4	Occupational Health and Safety requirements for extreme weather conditions	Sum	1

Health and Safety

LAINGSBURG COMMONAGE:
New Fencing (Phase 3)

Carried forward
15

Agriculture, Land Reform Rural Development

Contractor
Witness 1
Witness 2
Employer
Witness 1
Witness 2

SECTION SUMMARY

BILL NO. 7 HEALTH AND SAFETY

Total brought forward to summary page

R

TOTAL : CARRIED TO SUMMARY OF SECTION B

LAINGSBURG COMMONAGE:
 New Fencing (Phase 3)

Carried forward
 16

Agriculture, Land Reform Rural Development

┌──────────┐	┌──────────┐	┌──────────┐	┌──────────┐	┌──────────┐	┌──────────┐
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

TOTAL REMOVAL & INSTALLATION COST
--

1	FIXED PRELIMINARIES & GENERALS				R
2	TIME RELATED PRELIMINARIES & GENERALS				R
3	REMOVAL OF EXISTING FENCE				R
4	EARTHWORKS (PROVISIONAL)				R
5	CONCRETE, FORMWORK AND REINFORCEMENT				R
6	BOUNDARY FENCING, POSTS & GATES				R
7	HEALTH & SAFETY				R
	SUB TOTAL				R
	CONTINGENCIES				
8	Provide the sum of 10% for Contingencies to be used after approval in terms of Department's delegations and deducted in whole or in part if so required	Item	1		R
	SUB TOTAL				R
	ADD : VAT @ 15%				R
	TOTAL				R

LAINGSBURG COMMONAGE:
New Fencing (Phase 3)

Carried forward
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Agriculture, Land Reform Rural Development

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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Signature(s)

Name(s)

Capacity

For the Tenderer

(Name and address or organisation)

.....

Date

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C3: SCOPE OF WORK

SECTION	DESCRIPTION	Page
PART C3:	SCOPE OF WORK	209
SECTION C3.1:	DESCRIPTION OF THE WORKS	209
SECTION C3.2:	ENGINEERING / DESIGN	210
SECTION C3.3:	PROCUREMENT	211
SECTION C3.4:	CONSTRUCTION	213
SECTION C3.5:	MANAGEMENT	223

Status

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Standardised Specification, particular specification or any drawings, the order of precedence, unless otherwise specified, is:

1. Contract Agreement
2. Tender Offer
3. Appendix to Tender
4. Special Conditions of Contract
5. General Conditions of Contract
6. Project Specification
7. Schedule of Quantities
8. Working Drawings

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION C3.1: DESCRIPTION OF THE WORKS

3.1.1 EMPLOYER'S OBJECTIVES

The Department of Agriculture, Land Reform and Rural Development has identified the need for the installation of 9615m for Phase 3 Laingsburg commonage borderline fence. It is also the objective of the Client to deliver this public infrastructure using labour-intensive methods as far as possible. Labour intensive works shall comprise the activities described in the Labour-Intensive Specification or any other activities as may be identified by the Contractor.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION C3.2: ENGINEERING / DESIGN

SECTION C3.2.1: DRAWINGS

Section C3.2.1.1: Drawings Prepared by the Employer

The following drawings prepared by the Employer are applicable to the contract and are issued as part of this document and are available on request.

Section C3.2.1.2: List of Drawings prepared by the Employer

DRAWING NO.	DESCRIPTION
DRAWINGS	
ARCHITECTURAL	
SITE DRAWINGS	

ENGINEER'S	
	Laingsburg Fencing Detail
	Technical drawing boxes and anchors
	River mat detail
	Contract Nameboard

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION C3.3: PROCUREMENT

3.3.1. PREFERENTIAL PROCUREMENT PROCEDURES

The Works shall be executed in accordance with the conditions associated with the granting of preferences detailed in the **Preference Schedule** where preferences are granted in respect of B-BBEE contribution.

Financial penalties, as described in the **Preference Schedule**, shall be applied in the event that the Contractor is found to have breached and of the conditions contained in the **Preference Schedule** (unless proven to be beyond the control of the Contractor).

Notwithstanding the application of penalties, the Contractor's attention is drawn to other sanctions that may be applied by the Employer (listed in the **Preference Schedule**) with due consideration to the circumstances.

3.3.2. SUB-CONTRACTING

3.3.2.1 Monitoring the use of sub-contractors

A minimum sub-contracting target as contained in the tender data on page 14 under clause f.2.1.1 (iii) must be tendered to be accepted.

In order, however, to comply with the requirements of the **Preference Schedule**, the Contractor shall submit to the Employer's Agent, on a monthly basis, a **B-BBEE Sub-contract Expenditure Report**. The format of this report is provided in Annex 2 attached.

The Contractor shall submit to the Employer's Agent documentary evidence in accordance with the applicable codes of good practise, , of the B-BBEE status level of every sub-contractor employed by the Contractor. Until such time as documentary evidence as described above has been submitted to the Employer's Agent, a sub-contractor shall be deemed to be a non-compliant contributor.

The Contractor shall furthermore, on the written request of the Employer's Agent, provide documentary evidence showing the value of work sub-contracted to any or all of the sub-contractors employed by the Contractor.

3.3.2.2 Procedure for the selection of sub-contractors/suppliers

Where monetary allowances for provisional sums or prime costs items have been provided in the Bills of Quantities, and where the work or items to which the allowances relate are to be executed/supplied by sub-contractors/suppliers, then the following selection process shall be followed in respect of the required sub-contractors/suppliers:

Where the monetary allowance is less than or equal to R200 000, the Contractor shall invite three quotations from suitably qualified sub-contractors/suppliers for the required work or items. The selection of the three sub-contractors/suppliers shall be in consultation with, and to the approval of the Employer's Agent. The evaluation of the quotations received must include a preference points system as described in F.3.11 of the Tender Data.

Where the monetary allowance is in excess of R200 000, an open competitive tender process shall be followed in respect of the selection of a sub-contractor/supplier for the required work or items. In such circumstances, tender documentation will be prepared by the Employer's Agent in consultation with and to the approval of the Contractor, invitations to tender will be advertised in the media by the Employer's Agent on behalf of the Contractor, and a sub-contractor/supplier will be selected from the responses received, by the Contractor and Employer's Agent in consultation. The evaluation of the offers received must include a preference points system as described in F.3.11 of the Tender Data. The Contractor must satisfy itself that the selected sub-contractor/supplier can meet the requirements of the sub-contract

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

/supply agreement and may, on reasonable grounds, elect not to employ a particular sub-contractor/supplier.

In both instances above (less than or equal to R200 000 or in excess of R200 000), the contractual relationship between the Contractor and sub-contractor/supplier shall be as described in the conditions of contract.

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

SECTION C3.4: CONSTRUCTION

3.4.1 WORKS SPECIFICATIONS

3.4.1.1 APPLICABLE SANS 1200 STANDARDS

Although not bound in or issued with this document, the following standardised specifications shall form part of the Contract, and, notwithstanding the provisions of clause 2.2 SANS 1200A, the editions specified below will apply:

SANS 1200A	1986	General
SANS 1200C	1982	Site Clearance
SANS 1200D	1990	Earthworks

3.4.1.2 APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

No other standards than those mentioned in 3.4.1 above are deemed to be applicable.

3.4.1.3 PARTICULAR / GENERIC SPECIFICATIONS

In certain instances, the Standard Specifications listed in 3.4.1 above allow a choice to be specified in the Scope of Work between alternative materials or methods of construction. Allowance is also made for additional requirements to be specified to suit each particular contract. Details of such alternatives or additions are contained in this part of the Scope of Works. In addition, it contains some supplementary specifications required for this particular contract. Sub-clauses referred to are those in the relevant Standardised Specification.

The number of each clause and each payment item in this part 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 number of a new clause or a payment item which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSA **General**

PSA 2.4 **Interpretations: Abbreviations**

Add to subclause 2.4(b):

“The acronym ‘MAMDD’ referred to throughout the document stands for Modified AASHTO Maximum Dry Density.”

Add after subclause 2.4(b):

“References to South African National Standards or SANS shall be interpreted as references to South African Bureau of Standards or SABS and the two terms are used interchangeably.”

PSA 3.4 **Materials: Quality**

Substitute the second sentence of subclause 3.1 with:

“Materials shall bear the official mark of the appropriate standard”

Add to the end of the clause:

“The Contractor is responsible for the cost of all testing to ascertain that materials do comply with the specific minimum requirements of the applicable standards. No additional payment will be made for such verification tests.

PSA 5.1 **Construction: Survey**

Substitute the first paragraph in subclause 5.1.1 with the following:

“Setting out the works is the sole responsibility of the Contractor and shall be done from benchmarks as indicated on construction drawings. The Contractor shall, within 2 (two) weeks after the site has been handed over to him, ascertain himself of the correctness of all pegs and benchmarks. Any discrepancies must be immediately reported in writing to the Engineer. Any costs or subsequent costs arising from discrepancies not reported shall be the sole responsibility of the Contractor. “

PSA 5.2 **Construction: Watching, Barricading, Lighting and Traffic Crossings**

Substitute the first paragraph in subclause 5.1.1 with the following:

“Setting out the works is the sole responsibility of the Contractor and shall be done from benchmarks as indicated on construction drawings. The Contractor shall, within 2 (two) weeks after the site has been handed over to him, ascertain himself of the correctness of all pegs and benchmarks. Any discrepancies must be immediately reported in writing to the Engineer. Any costs or subsequent costs arising from discrepancies not reported shall be the sole responsibility of the Contractor. “

PSA 5.4 **Construction: Protection of Overhead and Underground Services**

Add the following after the first sentence:

“Although the services are indicated on the drawings, the Contractor will be responsible for locating the services on site using a cable detection device.”

Substitute A 5.4 with the following:

As the first activity of the Works and after the instruction to commence with the Works has been issued, the Contractor shall ascertain the presence and actual position of all services which can reasonably be expected by a competent contractor to be present on, under, over or within the Site.

All services indicated on all wayleaves (obtained by Contractor, the RE to be informed at all times of the progress by the Contractor) and pointed out on site by the local authority will be opened up and surveyed (level, invert, diameter and coordinates). These services include (but is not limited to) sewer, water, stormwater, electrical ducts, telecommunications ducts etc. These services will be reported to the Engineer 10 days before these services will delay the Contractor. The Contractor must therefore open all existing services and report them to the Engineer, 10 working days before the Practical Completion date and/or the Due Completion date, is affected. No claim will be considered for any delays if the Contractor did not follow protocol. This protocol must be clearly indicated on the initial and all adjusted construction programmes together with the time required by the Contractor to open all existing services. The Contractor must allow for at least 20 working days to open and expose the existing services. Any financial and time implications due to failure to timeously report to the Engineer will be for the Contractors account.

Without *in any way* limiting his liability in terms of the Conditions of Contract in relation to damage to property and interference with services, the Contractor shall obtain the most up-to-date plans as are available, showing the positions of services existing in the area where he intends to work. Neither the Employer nor the Engineer offers any warranty as to the accuracy or completeness of such plans and because services can often not be reliably located from plans, the Contractor shall ascertain the actual location of services depicted on such plans by means of careful inspection of the Site.

Thereafter, the Contractor shall, by the use of appropriate methodologies, carefully expose the services at such positions as are agreed to by the Engineer, for the purposes of verifying the exact location and position of the services. Where the

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

exposure of existing services involves excavation to expose underground services, the further requirements of subclauses 4.4 and 5.12.2 of SANS 1200 D (as amended) shall apply.

All services, the positions of which have been determined as aforesaid at the critical points, shall henceforth be designated as 'know services' and their positions shall be indicated by the Contractor on a separate set of drawings, a copy of which shall be furnished to the Engineer without delay and within the time period stated above.

As soon as any service which has not been identified and located as described above is encountered on, under, over or within the site, it shall henceforth be deemed to be a known service and the aforesaid provisions pertaining to locating, verifying and recording its position on the balance of the site shall apply. The Contractor shall notify the Engineer immediately when any such service is encountered or discovered on the Site.

Whilst he is in possession of the Site, the Contractor shall be liable for all loss of or damage as may occur to

- a) known services, anywhere along the entire lengths of their routes, as may reasonably be deduced from the actual locations at which their positions were verified as aforesaid, due cognizance being taken of such deviations in line and level which may reasonably be anticipated,
- b) and (b) any other service which ought reasonably to have been a known service in accordance with the provisions of this clause, The Contractor shall also be liable for (or consequential damage in regard to (a) and (b), whether caused directly by the Contractors operations or by the lack of proper protection.

No separate payment will be made to the Contractor in respect of this costs of providing, holding available on the Site and utilising the said detecting and testing equipment, nor for any costs incurred in preparing and submitting to the Engineer the Drawings as aforesaid. These costs shall be deemed included in the Contractors other tendered rates and prices included in the Contract.

Payment to the Contractor in respect of exposing services at the positions agreed by the Engineer and as described above will be made under the payment items (if any) as may be provided for in the respective sections of the specifications pertaining to the type of work involved.

PSA 5.5 Dealing with water on works

Add the following:

"All work must be protected against flooding and damage by water (storm water, groundwater etc) and the Contractor's prices will be held to include for such protection and for any rectification that may be required (including drying out of material or layer works or any consequential losses, slow progress, deviations, cofferdams, sumps, well point, labour and pumping of water). Care shall be taken that a free passage for water is maintained in all gutters and waterways.

Special precautions shall be taken by the Contractor not to change existing conditions by leaving spoil in waterways or by diverting water onto private property. The Contractor shall make good any damage and shall settle all claims at his own expense in the event of flooding of private or public property occurring through waterways being obstructed by his operations or through the effect of any other of his acts or omissions. The Contractor shall be responsible throughout the duration of the Contract, inclusive of the Defects Liability Period, for the implementation and maintenance of all soil erosion preventative measures necessary to protect any pipeline and the properties through which it passes and land utilised by the Contractor during the Contract from any adverse effects of soil erosion, settlement, scour, etc, resulting from the contract works.

Notwithstanding the types and quantities of anti-erosion measures executed by the Contractor, whether ordered by the Engineer or not, and notwithstanding the maintenance work performed on these works, the Contractor shall be responsible for repairing and remedying at his own cost all settlement in the trench or elsewhere, all erosion of the trench, of the working area and adjacent to it, and on any other areas occupied or used by him during the course of the Contract, all wash-away, scour at waterways, deteriorating of anti-erosion works and any other damage.

He shall, therefore, be free to carry out at his own expense, such additional compaction of the backfill and such other anti-erosion or other works as, in his opinion, will reduce his restoration and repair work during the Contract Period including the Defects Liability Period and shall provide therefore in his Tender. Unless otherwise allowed for in the Schedule of Quantities, the Contractor shall be responsible for all costs in dealing with water and must therefore allow for such costs in his tendered rates."

PSA 6.2 Tolerances: Degree of Accuracy

Degree of Accuracy II is applicable.

PSA 7.1.1 Testing: Principles: Checking

Add the following:

"For compaction tests, the Contractor shall carry out a minimum of one compaction test for every 300m³ of subgrade material processed and for every 1500m² of subbase and base course material placed. Asphalt cores will be taken every 1000m² per layer for density testing

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The Contractor shall test compaction density on all pipe bedding and backfill in trenches at least once for every 20m of each layer placed and compacted. The tendered rates for each of the relevant items shall include the costs of all such control testing and no additional claims shall be considered in this regard. Should the control testing arranged by the Contractor not meet the requirements of the specification, the Engineer shall have the right to conduct all such tests at the Contractor's expense and on his behalf. In this case, the Engineer shall be given 72 hours of notice when testing is required. No claims shall be considered in respect of delays resulting from such testing.

The Engineer may from time to time carry out his own check tests on the work performed by the Contractor. Should such tests show the Contractor's control testing to be such that the quality of the Contractor's work can be called into question, the Engineer may order further check tests to be carried out on work already completed. All costs associated with such subsequent checks shall be for the Contractor's account.

PSA 7.4 Testing: Statistical Analysis of Control Tests

Substitute clause 7.4 with the following:

"Test results shall not be evaluated by statistical methods. All results shall comply with the specified minimum requirements of the materials concerned."

PSA 8.2.2 Payment: Time-related Items

Add the following:

"The payment to the Contractor for time-related items shall be adjusted in accordance with the following formula in the event of an extension to the Contract:

$$\text{Sum of tendered amounts for all time related item} \times \frac{\text{Extended contractual period}}{\text{Tendered contract period}}$$

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSA 8.3.2.1 Facilities for Engineer: e) Internet service

Add new item:

The Contractor will be responsible for providing the Resident Engineer with Wi-Fi internet services to his/her site office for the duration of the contract. Internet must be off a reliable source and a minimum of 10Mbps line speed must be provided.

PSA 8.3.3 Scheduled Fixed Charge and Value Related Items: Other Fixed Charge Obligations

Add the following:

“The Contractor will be responsible for obtaining all relevant wayleaves from all relevant bodies before commencing works. The costs, overheads and profits for obtaining wayleaves and liaising with relevant authorities will be deemed to be included in the rate tendered for this item. In addition, the Contractor will be solely responsible for obtaining these wayleaves and no claims for extension of time will be entertained in the event of works being stopped due to wayleaves not being obtained.”

PSA 8.4 Scheduled time related items

Add the following payment items:

PSA 8.4.6 Contractor’s obligation in respect of Health and Safety.....(SUM)

The tendered sum shall include full compensation for compliance with the requirements of the OHS Act, Regulations and the Construction Health and Safety specifications for the full duration of the Contract. The sum will be paid to the Contractor in equal monthly payments subject to compliance.

PSA 8.4.7 Contractor’s obligation in terms of Environmental Management.....(SUM)

The tendered sum shall include full compensation for compliance with the requirements of the Construction Environmental Management Plan and other applicable Environmental legislation for the full duration of the Contract. The sum will be paid to the Contractor in equal monthly payments subject to compliance.

PSA 8.4.8 a) Standing time costs: Plant.....(DAY)

The item above will cater for all associated costs relating to standing time charged by the Contractor for Plant. This rate does not refer to singular items of plant, but the entire fleet of plant (worst case scenario) to be used during construction at any time.

PSA 8.4.8 b) Standing time costs: Labour.....(DAY)

The item above will cater for all associated costs relating to standing time charged by the Contractor for Labour. This rate does not refer to single labourers, but the entire labour force to be used during construction at any time.

PSA 8.4.8 c) Standing time costs: Other resources (to be specified by the Contractor).....(DAY)

The item above will cater for all associated costs relating to standing time charged by the Contractor for any other resource not allowed for in (a) and (b). Should a rate be provided for this item the Contractor needs to specify the resource.

PSA 8.5 Sums Stated Provisionally by the Engineer

Add the following payment items:

- PSA 8.5 c) Cost of calls in connection with the contract administration by the Engineer’s Representative(PROV SUM)
- PSA 8.5 d) Overheads, charges and profit on (c) above.....(%)
- PSA 8.5 e) Material testing by commercial laboratories if required by the Engineer.....(PROV SUM)
- PSA 8.5 f) Overheads, charges and profit on (e) above.....(%)
- PSA 8.5 k) Monthly remuneration of Community Liaison Officer.....(PROV SUM)
- PSA 8.5 l) Overheads, charges and profit on (g) above.....(%)

PSA 8.7 Daywork

Add the following payment items:

Labour:

- PSA 8.7 a) Unskilled labour.....(HOUR)
- PSA 8.7 b) Semi-skilled labour.....(HOUR)
- PSA 8.7 c) Skilled labour.....(HOUR)

The items above (8.7 (a) to (c)) will cover all costs related with the provision of labour in the mentioned categories on a dayworks basis. Only net working hours will be measured under daywork and it will be held that the Contractor has made provision in other rates for possible interruptions and standing time.

Plant:

- PSA 8.7 d) Excavator(HOUR)
- PSA 8.7 e) Graders(HOUR)
- PSA 8.7 f) Front end Loader(HOUR)
- PSA 8.7 g) Rollers(HOUR)
- PSA 8.7 h) Pneumatic Rollers.....(HOUR)
- PSA 8.7 i) Trucks (10m³)(HOUR)

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

PSA 8.7 j) Water Trucks(HOUR)
PSA 8.7 k) Plate Compactor/Rammer Compactor.....(HOUR)

The items above (8.7 (d) to (k)) will cover all costs related to the provision of the various plant resources on a dayworks basis. Only net working hours will be measured under daywork and it will be held that the Contractor has made provision in other rates for possible interruptions and standing time. It will be assumed that the capacity, specification and size of the plant resources for which rates are provided will be similar to those that will actually be used during the construction of the works. Where possible at tender stage, the specifications of the plant resources should be specified under this item.

PSA 8.8.4 Temporary Works: Existing Services

Add the following:

“Where the Employer or others carries out work which is the responsibility of the Contractor, all costs incurred by the Employer or the third party will be recovered by means of a deduction from the Contractor’s monthly payment.

Where hand excavation around existing services does occur, it shall be measured only if it occurs within 3 m above and on both sides of cables, and within 500 mm above and on both sides of pipes, as well as all excavations underneath the services.”

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

PSC **Site Clearance**

PSC 3.1 **Materials: Disposal of Material**

Replace the first sentence with the following:

“All materials generated by clearing, grubbing and demolition of all types of fencing and structures shall be disposed of at a licensed municipal dump site”

PSC 5.1 **Construction: Areas to be Cleared and Grubbed**

Add the following to the last paragraph:

“The Contractor shall programme his work in such a manner that re-clearing is not required. The cost of re-clearing shall be borne by the Contractor.”

PSC 8.2.1 **Clear and Grub.....(ha)**

Add the following to the item:

The rate shall include the clearing and demolishing of all types of fencing including the concrete foundations of posts and any other operations to complete the works.

PSC 8.2.11 **Add the following new item:**

Demolish and spoil kerbs..... (m)

The rate shall cover the cost of breaking out concrete kerbs in the road and spoiling them at a licensed municipal dump site. Care should be taken to protect the road surface and road layerworks. Repairing of damage to road surfacing or layerworks will be for the contractor's account.

PSC 8.2.12 **Add the following new item:**

Excavate and remove asphalt wearing course and dispose at an approved dump site.....(m²)

The rate shall cover the cost of breaking out or milling existing asphalt surface areas designated by the engineer and the disposal of it at an approved dump site. The tariff shall also include all equipment and labour necessary for the cutting of the surface to a neat edge and will include removal of the area of asphalt. The rate shall cover the removal of material to top of base course. The rate shall also include the protection of other existing services in close proximity to the operations. Repairing of damage to kerbs and other existing services or layerworks will be for the contractor's account.

PSC 8.2.13 **Add the following new item:**

Dust and Erosion Control: Straw Stabilization (Ha)

Supply and install Straw Stabilization in areas indicated by engineer. The rate shall cover all cost to complete the operations and the maintenance of it for the duration of the project.

PSC 8.2.14 **Add the following new item:**

Dust and Erosion Control: Chipping and mulching of vegetation(Ha)

This rate to allow for chipping and mulching of all trees and shrubs from clear and grub operation. Vegetation from clear and grub operation to be stockpiled and left to dry out for at least one month before chipping and mulching. All plant, specialist equipment and labour to be allowed for. Once vegetation has dried out sufficiently, it will be chipped and mulched, and the processed material will be transported to stockpiles and maintained. Processed vegetation will then be spread on site from stockpiles as directed by the Engineer and mixed into the topsoil and watered if required.

PSC 8.2.15 **Removal of Asbestos(m³)**

The rate shall include the removal of Asbestos and the disposal at a dump site licensed to receive hazardous material. The rate shall cover all costs associated with the sorting through stockpiles, breaking out, removal and spoiling of asbestos materials. The rate should also include all provision for protective clothing, special vehicles, equipment and specialist labour required. The rate shall also include all statutory documentation and reports to complete the operations.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SD Earthworks

PSD 2.3 Interpretations: Definitions

Add the following after the description of 'Restricted excavation':

"Where it is required that earthworks be carried out using labour intensive methods, the definition "restricted excavation" shall read "An excavation required to be carried out using only hand tools, or where so permitted in terms of the Project Specification, with restricted plant usage".

Add the following definition before 'Specified Density':

Sand (cohesionless and non-cohesive). For the purposes of the compaction requirements, a non-plastic material of which not less than 95 % by mass passes a sieve of nominal aperture size 4,75 mm, and not more than 10 % passes a sieve of nominal aperture size 0,075 mm.

PSD 3.1.2 Materials: Classification for Excavation Purposes: Classes of Excavation

Please add the following after the last paragraph:

"f) Hand Excavation

The definitions given for soft, intermediate and hard rock excavation under Clause 3.1.2(a), (b) and (c) respectively will not apply to those aspects of the earthworks which must be undertaken by labour intensive methods in terms of the Project Specification, i.e. excavations for all pipelines. For hand excavation, the following classifications shall apply:

"Soft excavation" will be held to be any material which in the opinion of the Engineer can be excavated by pick and shovel, without the use of pneumatic or hydraulic breaking tools or blasting.

"Hard rock excavation" will be held to be any material which possesses characteristics of hardness and geological structure which in the opinion of the Engineer can most economically be broken up by blasting before removing the material from the excavation as soft material.

The definition of boulder excavation Classes A & B given under Sub-Clauses 3.1.2(d) and (e) will apply irrespective of whether the earthworks are carried out by labour intensive methods or by any other method."

PSD 4.5 Plant: Avoiding Quagmire Conditions

Add the following to Sub-Clause:

"In order to prevent quagmire conditions occurring in the excavations, relatively static plant such as back-actors shall be used combined with hand trimming to complete the excavation to final level. Should the Contractor allow quagmire conditions to develop, he shall, at his own expense, take such steps to rectify the conditions as the Engineer may order."

PSD 5.1.2.2 Construction: Precautions: Existing Services: Detection, Location and Exposure

Add the following to Sub-clause 5.1.2.2:

"If existing services are not shown on the drawings but the existence thereof can be reasonably expected, the Contractor shall, in conjunction with all relevant authorities, determine the exact depth and location of such services before the commencement of construction. After locating the exact position of services, whether indicated on the drawings or not, such services shall be deemed to be known services and the Contractor shall be liable for all costs and subsequent costs arising from the damage thereof as a result of the Contractor's activities. Exact details of these services will be given to the Engineer. These services must also be indicated on the "As Built" drawings."

PSD 5.1.2.3 Protection of Cables

Substitute "estimated position" in the second sentence of D 5.1.2.3 with "actual or exposed position".

PSD 5.1.2.4 Negligence

Substitute D 5.1.2.4 with the following:

Where a service is damaged because of the contractor's negligence, any costs arising from such damaged service will be payable by the contractor.

PSD 5.1.4.1 Construction: Precautions: Nuisance: Dust Nuisance

Add the following to Sub-clause 5.1.4.1

"The Contractor is responsible for dust control and is liable for any claims that may result from dust nuisance during the contract period. No payment regarding the above-mentioned will be made and all costs shall be deemed to be covered by the tendered rates."

PSD 5.1.6 Construction: Precautions: Road Traffic Control

Add, after the last paragraph, the following:

"During the construction of any works across or along public roads, the Contractor shall, in co-operation with, and in accordance with any instruction from the relevant traffic authorities, take precautions for the protection of the Works and the safety of public and private vehicles and pedestrians in accordance with the requirements of Sub-clauses 5.2 and 5.7 of SANS 1200 A, 5.1.1 and 5.1.6 of SANS 1200 D. Temporary traffic signs shall be erected at all diversions. The number and layout of the traffic signs shall comply with the Site Manual entitled "Safety at Roadworks in Urban Areas", as published

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by the Department of Transport. Traffic signs shall have a yellow background with either a red / black border. All temporary signs shall be of the type and size required for urban roads, as applicable, as specified in the South African Road Traffic Signs Manual and Chapter 13, Road working Signage : Final Draft (June 1996), Road and Traffic Signs Sub-Committee, SCRA (January 1993).”

PSD 5.2.2.3 Construction: Methods and Procedures: Excavation: Disposal

Add the following to Sub-clause 5.2.2.3:

“Excess materials arising from the excavations shall generally be spread out on the adjacent erven and levelled and shaped in such a manner that the material so spread allows the erven to drain into the road. Material arising from excavations and not utilised in the above manner shall be disposed of at a licensed municipal dumpsite, or in depressions, dongas and erosion gullies as directed by the Engineer. All rates tendered shall be deemed to include any levies or fees payable at such dumpsite.”

PSD 5.2.2.4 Construction: Methods and Procedures: Excavation

Add the following Sub-clause:

5.2.2.4 Excavation by hand around existing services. Where hand excavation is required around existing services it shall be done within 3,0 m above and on both sides of cables and within 300 mm above and on both sides of pipes, as well as underneath the services.

PSD 5.2.5 Construction: Methods and Procedures: Transport for Earthworks

Replace sub clause 5.2.5.1 with the following:

“Freehaul – all material transported within the boundaries of the site or from a commercial source will be regarded as being hauled under freehaul. No overhaul will be paid.

Replace sub clause 5.2.5.2 with the following:

“Overhaul – Transportation of all excavated material beyond the boundaries of the site will be regarded as being hauled under freehaul. No overhaul will be paid under this contract. Hauling and transportation costs will be deemed to be included under the relevant payment items.

PSD 8.3.2 Measurement and Payment: Scheduled Items: Bulk Excavation..... m³

Add the following after the item description:

“All excavation of material classified under a) Soft excavation and b) Intermediate excavation under clause 1200D 3.1.2 will be paid for under payment item 1200D 8.3.2 a) as amended here. There will be no separate payment item scheduled for intermediate excavation and it will be assumed that the rate tendered for 1200D 8.3.2 a) will allow for both soft excavation and intermediate excavation as classified in 1200D.

PSD 8.3.4 d) Import to fill, material from commercial sources compacted to 90% MOD AASHTO..... m³

Add the following:

“The rate for importation of commercial material (minimum G9 classification or better) shall include all cost of royalties if applicable, acquiring suitable material (minimum G9 classification or better), forming of access, removal of overburden, loading, transportation, offloading at point of placing, removal of access and replacing overburden. The rate also needs to allow for spreading out of material after offloading, watering and compacting of the material in a uniform layer to 90% of MOD AASTHO.

PSD 8.3.11 Measurement and Payment: Scheduled Items: Grassing or Other Vegetation Cover.....m²

Add the following:

“Payment for grassing, hydroseeding and covering with other vegetation of designated areas will be made in stages as follows:

First Payment: When the area has been prepared and planted/seeded, 60 % of the rate tendered per square metre shall be paid.

Second Payment: When the area has been initially accepted by the Engineer, a further 30 % of the rate tendered per square metre shall be paid in respect of the re-measured area which is accepted.

Third Payment: At the end of the maintenance period the outstanding amount will be paid in respect of the actual re-measured area of grass and other vegetation finally accepted by the Engineer for payment.

The rate tendered and paid for shall include full compensation for trimming of existing slopes, supply and spreading of compost and/or manure, preparation of the soil, watering, supply and planting of grass and other vegetation and maintenance of the covered areas, including all labour, supervision, specialist advice, materials, transport, plant, equipment and incidentals necessary to complete the work and bring the covered areas into the condition required for final acceptance, and shall include for any loss due to vegetation failing to establish a satisfactory cover of living vegetation in which gaps larger than 150 mm do not occur.”

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

PSD 8.3.14 Supply and install bio-degradable jute netting to steep slopes..... m²

The rate shall cover the cost of supplying and staking of the netting to manufacturer's specifications as well as all establishment and set-up costs and maintenance for the duration of the project.

END OF PARTICULAR SPECIFICATIONS

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION C3.5: MANAGEMENT

C3.5.1 CONSTRUCTION PROGRAM AND METHODS

The Contractor shall programme the works.

The Contractor shall indicate in his construction programme the number of construction teams he envisages will be required including the date when each team will start, chainage where each team will commence from and the estimated period for which each team will be engaged.

Construction methods must be of such nature that no property or life on site or adjacent to the works is endangered. The Employer accepts no responsibility for work that is done outside the site boundaries without the Engineer's approval.

All open excavations on site must be clearly demarcated and safeguarded before it is left overnight, during weekends and on public holidays. All excavations shall be backfilled and finished to the complete satisfaction of the Engineer.

The Contractor shall program separately for the detection, exposing and modification of existing services at the start of the contract at least fourteen (14) days prior to the proposed crossings. The position and levels thereof must be recorded and forwarded to the Engineer so that any adjustments to the design can be made if necessary. No extension of time arising out of any delay in completing this work will be considered.

The Contractor shall submit within two (2) weeks after site-handover to the Engineer an updated construction program indicating all construction activities, phasing, handing over of sections, resources, timelines, monthly expenditure and critical path with specific reference to criteria in C3.5.1 for the duration of the construction period indicated for approval. The Contractor will not be allowed to commence with any work before this program has been agreed upon and approved by the Engineer.

The Contractor himself is responsible for liaison and the necessary arrangements with property owners, relevant local and road authorities, Eskom, Telkom and Neotel in respect of service crossings and the finalisation and approval of the works program.

The compilation of the construction program and any amendments thereto during the course of construction shall be at the cost of the Contractor and shall not be measured elsewhere in this contract.

The Contractor shall record progress against the program. The Contractor shall draw the Engineer's attention immediately to any activities that fall behind program and shall inform the Engineer how he proposes to get back on program. Progress meetings shall be held monthly on site.

The Contractor himself is responsible for liaison with property owners with regards to the programming of construction activities through private properties and the crossing of access ways to properties at least fourteen (14) days before such construction activities commence. No additional payment will be made in this regard.

The Client will however grant permission that where works within roads in residential areas are being undertaken, such roads be closed off, one block at a time, for the period of construction without the Contractor having to provide access to these properties. The Contractor must however provide 24-hour armed security to guard the vehicles of owners of the properties affected by such arrangement that is parked in adjacent streets or designated parking areas. A provisional item is allowed for in the schedule of quantities for these purposes.

In above-mentioned cases where street blocks have to be closed off for periods, the Contractor shall be responsible to inform all property and business owners by written confirmation of such closures and the arrangements in terms of security at least fourteen (14) days in advance. No additional payment will be made in this regard and it shall be deemed to be covered by the relevant items.

However, both vehicle and pedestrian access to businesses, commercial properties and municipal and state institutions i.e. SAPS buildings, provincial clinics, traffic departments and schools must be provided at all times and arrangements for temporarily alternative parking must be discussed and arranged with the relevant businesses or institutions.

Sufficient photos of existing structures, walls and areas that have to be crossed must be taken by the Contractor and handed over to the Engineer before such operations commence. No payment will be made in this regard and it shall be deemed to be covered in the preliminary and general items.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.5.2 QUALITY PLANS AND CONTROL

The Contractor shall have a well-documented Quality Assurance system depicting his approach to guarantee quality control and the procedures for preventative and corrective actions in order to ensure compliance with the specified standards and requirements of this contract.

The Contractor is required to carry out his own control testing, but if he so wishes, and agrees to abide by the results of the Engineer's check test, he may dispense with his own tests. However, should the Contractor wish to use the Engineer's testing facilities, he will be charged for the various tests at the rates ruling at the time.

Any additional tests requested by the Contractor or any retests required, due to failure of the initial tests, will be charged to the Contractor at the rates ruling at the time.

The Contractor shall inform the Engineer of any control testing to be done at least 48 hours before such tests are required and must allow in his program for the time necessary for the tests and the processing of the results thereof.

C3.5.3 PRODUCTS AND MATERIALS USED

All products and materials used that forms part of the permanent works of this contract shall comply with the applicable SABS standards.

C3.5.4 RECORDING OF WEATHER

The Contractor shall erect a rain gauge on site or agree with the Engineer to use statistics from an approved weather station in the area.

The Contractor shall record any rainy and windy periods which may adversely affect the contractual time of completion.

C3.5.5 FORMAT OF COMMUNICATIONS

All communications regarding the contract shall be channeled through the Engineer and/or his duly authorized representative.

The Contractor shall supply a site instruction book (triplicate) which must be available on site at all times. The site instruction book forms part of the official contract documentation.

A "Progress Report", "Labour on Site" and "Plant on Site" must be submitted at each site meeting.

C3.5.6 MANAGEMENT MEETINGS

Management (site) meetings shall be held once a month for the duration of the project on times and dates to be agreed.

Technical meetings shall be held once a month for the duration of the project on times and dates to be agreed.

Health and Safety management meetings will be arranged by the appointed Health and Safety Officer (HSO) for the duration of the contract.

Environment management meetings will be arranged by the appointed Environmental Control Officer (ECO) for the duration of the contract.

C3.5.7 PAYMENT CERTIFICATES

The date of measurement of the monthly payment certificate will be agreed at the first site meeting. All quantities must be agreed with the Resident Engineer/Clerk of Works before a payment certificate is submitted.

C3.5.9 EXISTING SERVICES

C3.5.9.1 Known services

The positions of existing services, insofar as they are known, are shown on the drawings. Items have been allowed in the Schedule of Quantities for dealing with and protecting services.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The contractor shall take whatever precautions are required to protect these services from damage during the period of the contract.

C3.5.9.2 Treatment of existing services

The treatment of existing services, i.e. their termination, diversion or continued use, either temporarily or permanently, is shown on the relevant drawings. Any services encountered on site which are not shown on the drawings, must be pointed out to the Engineer. The Engineer will issue further instruction with regard to the treatment of these services.

C3.5.9.3 Use of detection equipment for the location of underground services

Specialist equipment for the detection of underground services shall only be used or hired on instruction of the Engineer.

C3.5.9.4 Damage to services

If existing services are not shown on the drawings but the existence thereof can be reasonably expected, the Contractor shall, in conjunction with all relevant authorities, determine the exact depth and location of such services before the commencement of construction. After locating the exact position of services, whether indicated on the drawings or not, such services shall be deemed to be known services and the Contractor shall be liable for all costs and subsequent costs arising from the damage thereof as a result of the Contractor's activities. These services must also be indicated on the "Record" drawings.

C3.5.9.5 Reinstatement of services and structure damaged during construction

The requirements and reinstatement procedures for the notification and repair of damage to services, penalties applicable to the damage of services, etc. will be discussed at the first meeting (site hand-over).

C3.5.10 SITE ESTABLISHMENT

C3.5.10.1 Services and facilities provided by the Employer

(i) Source of Water Supply

The Contractor may make application to the Local Authorities for a clean water supply point, but shall bear all the costs for the installation of such supply point. Water used by the Contractor from the Employer's mains will be charged for at the tariffs ruling at the time of use.

The Contractor shall make himself thoroughly acquainted with the regulations relating to the use of water and shall take adequate measures to prevent the wastage of water.

The Employer accepts no responsibility for the shortage of water due to any cause whatsoever, nor additional costs incurred by the Contractor as a result of such shortage.

The Contractor shall take note that no direct payment will be made for any costs incurred for the provision of a water supply point nor for the cost of water drawn. Payment for the aforementioned shall be deemed to be covered by the rates and prices tendered and paid for the various items of work included under the Contract.

(ii) Source of Power Supply

The Contractor is to make his own arrangements with the Electrical Service Provider for electricity supply, if required, and shall pay establishment and consumption costs at the tariffs ruling at the time.

(iii) Location of Site Camp, Materials Storage and Temporary Stockpiling Area

The position of the site camp, designated area for materials storage and temporary stockpiling shall be submitted to the Engineer for approval.

The Contractor shall confine his camp and storage of materials to the designated areas. On completion of the construction works the surface of the areas utilised shall be re-instated to the original state.

C3.5.10.2 Facilities provided by the Contractor

(i) Temporary Offices

No office is required for the Engineer.

Site meetings will be held in the Contractor's site office.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (ii) Sanitary facilities
The Contractor shall supply chemical toilets for use by his workmen. The number of toilets shall be based on one toilet per fifteen personnel on site.
Under no circumstances will the Contractor's staff be allowed to use public toilet facilities.
- (iii) Telephone facilities
No telephone facilities are required for the Engineer.
- (iv) Housing for Contractor's employees
No housing is available for the Contractor's employees, and the Contractor shall make his own arrangements for housing his employees or transporting them to and from the site. The Contractor is in all respects responsible for the housing and transporting of his employees, and for the arrangement thereof, and no extension of time due to any delays resulting from this, will be granted.

C3.5.10.3 Storage and laboratory facilities

No storage and laboratory facilities are required on site.

C3.5.10.4 Other facilities and services

No housing is available for the Contractor's employees, and the Contractor shall make his own arrangements for housing his employees or transporting them to and from the site. The Contractor is in all respects responsible for the housing and transporting of his employees, and for the arrangement thereof, and no extension of time due to any delays resulting from this will be granted.

C3.5.10.5 Advertising rights

The Contractor will be permitted to erect a maximum of two (2) of his own name boards in positions approved by the Engineer. The Engineer reserves the right to order the removal of these boards if they are not kept in good repair.

C3.5.10.6 Notice boards

The name board required shall be as detailed on Standard Drawing STE/A-16 in the tender document under Part C5.

C.3.5.11 PERMITS AND WAY LEAVES

The Contractor shall obtain the necessary permits and wayleaves from the relevant authorities before any construction work may commence. The Employer/Engineer will provide the necessary drawings for the application of the permits and wayleaves.

The Contractor must allow in his preliminary and general rates for the costs to obtain the permits and wayleaves, as well as in his construction programme.

C3.5.12 ALTERATIONS, ADDITIONS, EXTENSIONS AND MODIFICATIONS TO EXISTING WORKS

The Contractor must familiarise himself of the position of all existing services and structures and report any discrepancies or services not shown on the drawing to the Engineer.

The Contractor must verify the list of benchmarks shown on the drawings for the setting out of the works, and confirm their correctness in the Site Instruction Book.

C3.5.13 INSPECTION OF ADJOINING PROPERTIES

If necessary, the adjacent properties or existing services within the site must be inspected with representatives of the relevant authorities before commencing with the works. The Contractor must also take photographs of all existing services, streets and structures in the residential area. Special care should be given to private property.

C3.5.14 SURVEY CONTROL AND SETTING OUT OF THE WORKS

Before commencement of work, the Contractor is to liaise with the Engineer to establish exactly the status of all boundary pegs in the Township. The position of all erf pegs found will be recorded on a marked-up print of the Township.

The Engineer will issue instructions on alterations, additions, extensions and modifications to existing works if necessary

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.5.15 FEATURES REQUIRING SPECIAL ATTENTION

C3.5.15.1 Safety regulations

Both the "Factories, Machinery and Building Work Act (Act 22 of 1941) and the "Machinery and Occupational Safety Act (Act 6 of 1983)" must, wherever they appear in the SABS 1200 standardised specifications, be substituted by the "Occupational Health and Safety Act (Act 85 of 1993)" and Specifications bound into this document.

The Contractor shall apply suitable proven methods for construction complying with the OHS Act so that his activities will not constitute a hazard to his work force, the public or any adjacent property. All excavations shall be suitable safeguarded and barricaded especially during night-time, weekends or holidays and any other day of inactivity by the Contractor. The Contractor shall also ensure that excavations are shored or otherwise made safe.

The camp and construction site will be locked after hours to ensure safety of passers-by. No additional payment will be made to the Contractor for complying with these requirements.

C3.5.15.2 "Record" drawings

As the work progresses, the Contractor shall keep full records of all amendments to and deviations from the drawings as issued to the Contractor at the start of the contract. The Contractor must submit this information monthly with his payment certificate to the Engineer. The true positions, invert levels and ground levels of all services shall be indicated on the drawings, for which purpose the Contractor shall receive a separate complete set of drawings from the Engineer at no cost. The actual position and depth of any future connections, as well as any previously unknown existing services shall also be provided.

The completion certificate shall only be issued after the Engineer has received a properly completed set of "record" drawings from the Contractor. No separate payment shall be made for this service as all costs related thereto shall be deemed to be included in the relevant items.

C3.5.15.3 Finishing and tidying

Progressive and systematic finishing and tidying will form an essential part of this contract. Under no circumstances shall spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate unnecessarily and in the event of this occurring the Engineer shall have the right to withhold payment for as long as necessary in respect of the relevant works in the area(s) concerned.

C3.5.15.4 Work considered to be labour based (labour extensive)

It is a condition of this contract that the following components of work must be executed using labour based construction methods.

- o Excavation of trenches in soft material
- o Laying and joining of all pipes with a nominal diameter of 355 mm or less.
- o Backfilling of all trenches with compaction excluded.
- o Placing and finishing of concrete of small concrete for small concrete works.
- o Fencing work.;
- o All cleaning and finishing off

Note:

The above-mentioned work must be done by local labourers employed by the Contractor, except for key personnel.

In the Schedule of Quantities, the cost of a compulsory labour- based construction activity is covered by using the standard SABS 1200 payment item with no additional extra-over payment item to cover the additional cost of using labour-based construction methods.

C3.5.15.5 Community Liaison Officer (CLO)

The Contractor must employ on a full-time basis a Community Liaison Official for the entire duration of the contract to act as a link between the Contractor, the labourers and the local community. The CLO will be nominated by the Project Steering Committee. The remuneration of the CLO is calculated at a fixed rate per hour determined by the Project Steering Committee for an average 8-hour working day over the full duration of the project.

The primary task of the CLO will be the recruitment of labourers according to the labour list and the management of labour relations with the assistance of the Project Steering Committee.

The Community Liaison Officer's duties will be:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- a) To be available on site during normal construction working hours.
- b) To communicate daily with the Contractor and the Engineer to determine the labour requirements with regard to numbers and skill, to identify possible labour disputes and to assist in their resolution.
- c) To attend all meetings in which the community and/or labour is present or is required to be represented. In particular he/she will attend site meetings to report on the local community labour involvement.
- d) To identify, screen and nominate labour from the labour pools provided by the community in accordance with the Contractor's requirement.
- e) To inform local labour of their conditions of temporary employment, to ensure their timeous availability and to inform local labourers timeously when they will be relieved.
- f) To attend disciplinary proceedings and to ensure that hearings are fair and reasonable.
- g) To keep a daily written record of his/her interviews concerning community liaison.
- h) To keep a daily written report of all local labour used on the project.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C4
SITE INFORMATION

[Signature Box]

Contractor

[Signature Box]

Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION C4.1

SITE LOCALITY PLAN

Contractor

Witness 1

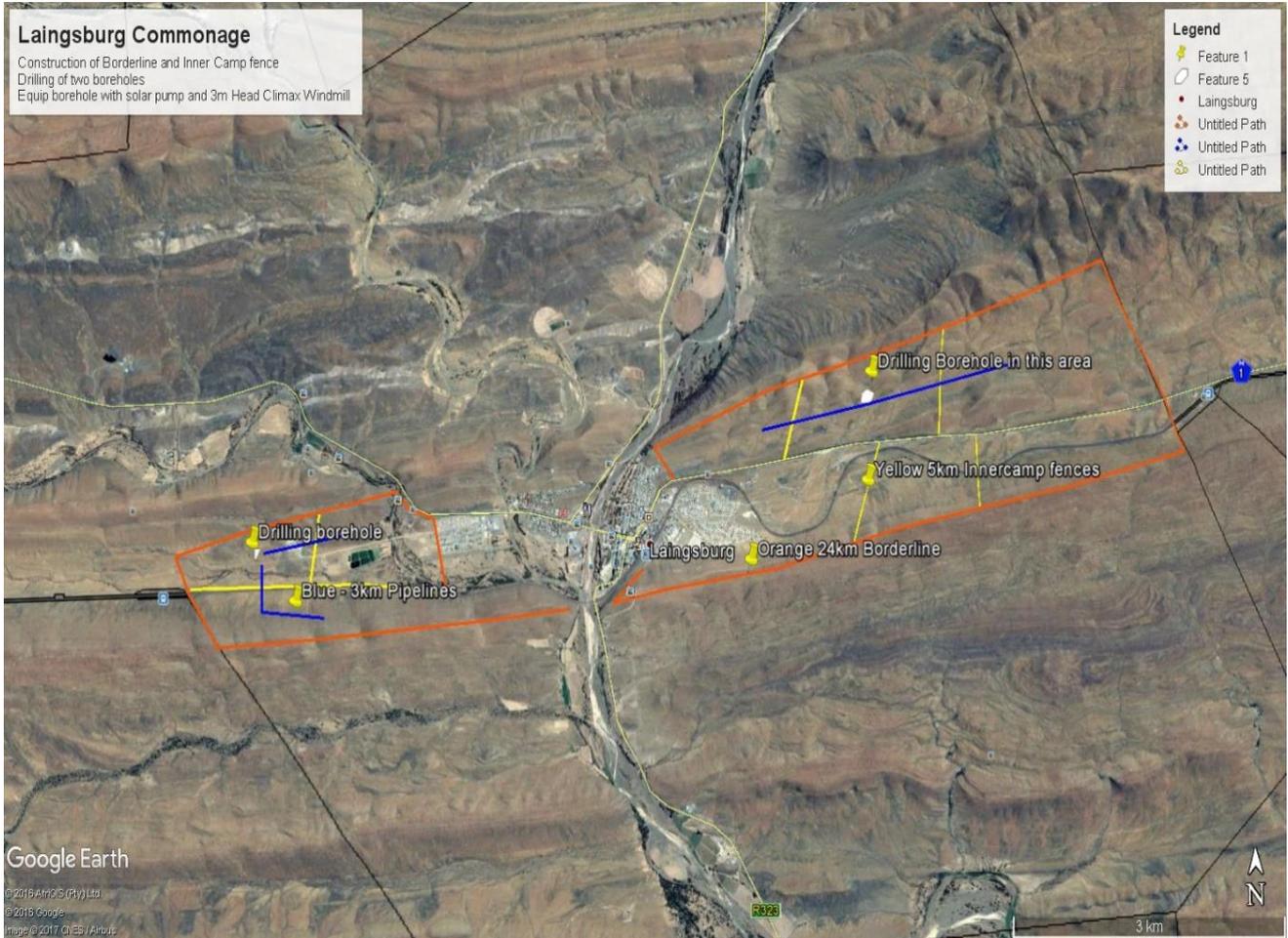
Witness 2

Employer

Witness 1

Witness 2

SITE LOCALITY PLAN



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

CONTRACT NO.: SSC WC 25 (2021/2022) DALRRD

**INSTALLATION OF 9615m FOR PHASE 3 LAINGSBURG COMMONAGE
BORDERLINE FENCE, SITUATED IN LAINGSBURG LOCAL MUNICIPALITY
IN THE WESTERN CAPE PROVINCE**

SECTION C4.2

LOCATION OF THE WORKS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

LOCATION OF THE WORKS

C4.2 LOCATION OF THE WORKS

The construction site is situated in Laingsburg approximately 265 km from Cape Town.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION C3.6 ANNEXES

CONTENTS

- Annex 1: Construction Environmental Management Programme
- Annex 2: Construction Health and Safety specification.

Contractor

Witness 1

Witness 2

Employer

Witness 1

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ENVIRONMENTAL MANAGEMENT PLAN

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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 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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- 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 practicable, 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.

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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:

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
- 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.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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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.

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

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 offices and staff accommodation. No waste shall be burned or buried at or near the site offices, or anywhere else on the site, including the approved solid waste disposal site.

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.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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 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

6. 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.

7. 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.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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 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

8. 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.

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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 Layerworks

9. 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 C10008 (e) and C10008 (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 this specification 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, 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.

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.

10. 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.

11. 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 stabilising methods. The engineer may 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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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 land contamination of surrounding environment; and
- 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,
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maintenance, closure and rehabilitation of such sites shall be the same as for those under section C10008(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, bunded 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 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 middens

If a grave or midden is uncovered on site, or discovered before the commencement of work, then all work in the immediate vicinity of the graves/middens 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

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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.

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.

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Table 1: Mechanisms that Cause Environmental Impacts during Construction Activities

CONTENTS	ENVIRONMENTAL IMPACTS		
	POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION
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
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
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
Overhaul	Spillage Storage Noise/lights Dust control Exhaust fumes Washing waste	Turning circles Parking areas	Restrict access to sensitive areas
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
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
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
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
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
Pavement layers	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Preserve indigenous vegetation Preserve topsoil

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CONTENTS	ENVIRONMENTAL IMPACTS		
	POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION
	Noise / lights Dust control		
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
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
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
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

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PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

1. Health and Safety Specification

In terms of the Occupational Health and Safety Act (Act 85 of 1993) (OHSA) and the Construction Regulations 2003, the Client must provide the Contractor with a Health and Safety Specification to which the Contractor must respond with a Health and Safety Plan for approval by the Client.

The purpose of this Specification is to ensure that Principal Contractors entering into a contract with the Employer maintain an acceptable level of performance with regard to health and safety issues during the performance of the contract. In this regard the OHSA Specification form an integral part of the Contract and the Principal Contractor shall ensure that their contractors and/or suppliers comply with the requirements of this Specification.

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- **1 INTRODUCTION AND BACKGROUND**

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

The Construction Regulations (July 2014) 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**

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**

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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 OHS Act 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:

- 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).

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- **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**

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.

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- **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.

- **2.3.14 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.

- **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, as 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

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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.

• **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.

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- **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.

- **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 are 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 marking 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

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and relevant Contractors shall 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

- **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;

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- 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.
 - **2.5.14 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.

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: INSTALLATION OF 9615m FOR PHASE 3 LAINGSBURG COMMONAGE
 BORDERLINE FENCE, SITUATED IN LAINGSBURG LOCAL MUNICIPALITY IN THE WESTERN
 CAPE PROVINCE**

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: INSTALLATION OF 9615m FOR PHASE 3 LAINGSBURG COMMONAGE BORDERLINE FENCE, SITUATED IN LAINGSBURG LOCAL MUNICIPALITY IN THE WESTERN CAPE PROVINCE

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	OHS 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 on-site Health & Safety matters.
Incident Investigator	GAR 8	A competent person to investigate incidents/accidents on site & could be: <ul style="list-style-type: none"> • The employer • H & S Representative • Designated person • Member of the H & S Committee.
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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

APPOINTMENT	OHS REFERENCE	REQUIREMENT
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.
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

APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF 9615m FOR PHASE 3 LAINGSBURG COMMONAGE BORDERLINE FENCE, SITUATED IN LAINGSBURG LOCAL MUNICIPALITY IN THE WESTERN CAPE

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: <ul style="list-style-type: none"> • Incidents/accidents & investigations • Non-conformances by employees & contractors • Internal & External H & S audit reports. 	
Emergency procedures	On-going 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: <ul style="list-style-type: none"> • Scaffolding • Excavations • Formwork & support work • Explosive tools 	
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	On going	Table a list of Contractor's workman's compensation proof of good standing.	
Construction site rules & Section 37.2 Mandatory Agreement	On going	Table a report of all signed up Mandatories.	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ACKNOWLEDGEMENT OF RECEIPT

**PROJECT: INSTALLATION OF 9615m FOR PHASE 3 LAINGSBURG COMMONAGE
BORDERLINE FENCE, SITUATED IN LAINGSBURG LOCAL MUNICIPALITY IN THE WESTERN
CAPE PROVINCE**

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

Comment

Contractor

Witness 1

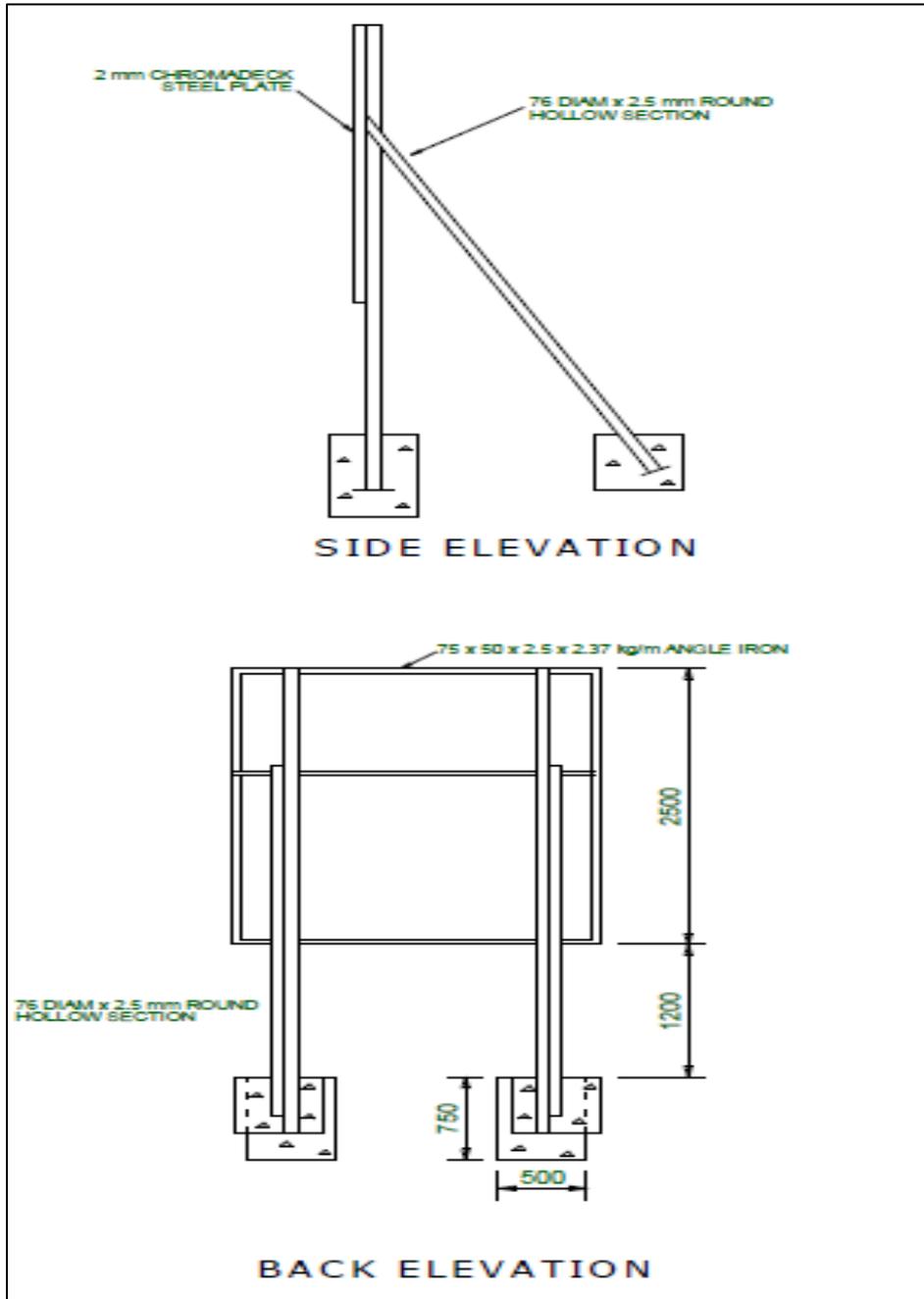
Witness 2

Employer

Witness 1

Witness 2

PROJECT NAMEBOARD



Contractor

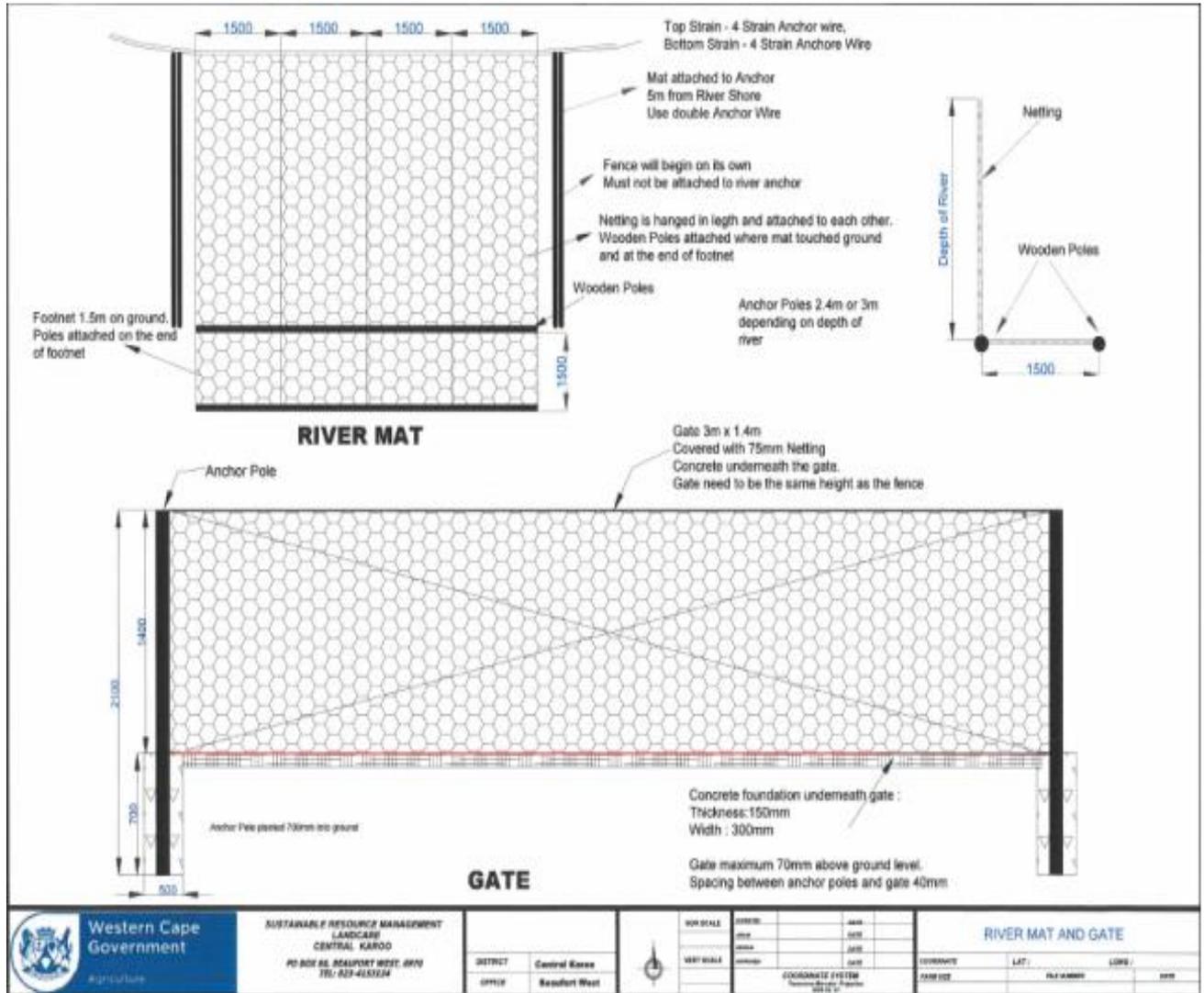
Witness 1

Witness 2

Employer

Witness 1

Witness 2



Contractor

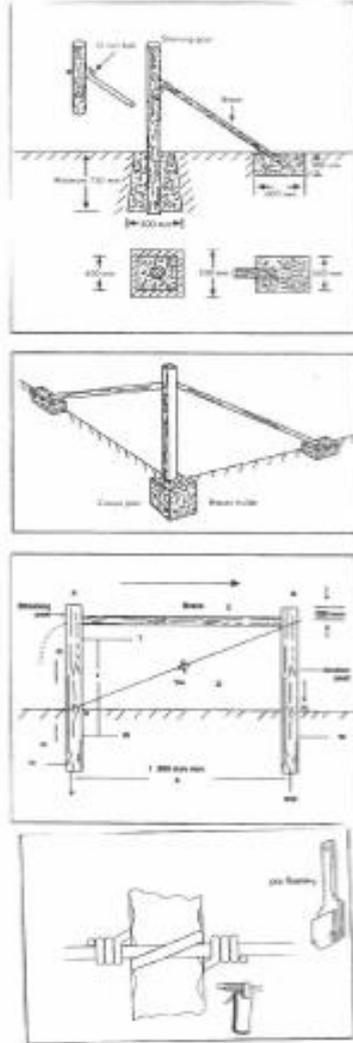
Witness 1

Witness 2

Employer

Witness 1

Witness 2




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**SUSTAINABLE RESOURCE MANAGEMENT
 LANDCARE CENTRAL KAROO**

TECHNICAL DRAWING BOXES AND ANCHORS

Scale:
 Size:
 Date:
 Drawn:
 Plan No.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2