



agriculture, land reform & rural development

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

Tender/Contract No.: CONMP0010(2024/2025)
A Tender for Category 3GB OR higher CIDB Registered Contractors

APPOINTMENT OF A CONTRACTOR FOR THE DESIGN AND CONSTRUCTION OF ONE 64M² RESIDENTIAL HOUSE
AT WAAIKRAAL PORTION 27 (A PORTION OF PORTION 16) IN EMAKHAZENI LOCAL MUNICIPALITY UNDER
NKANGALA DISTRICT MUNICIPALITY IN MPUMALANGA PROVINCE.

Name of Tenderer (Bidding Entity): _____

Provide full name i.e. (CC, Pty Ltd, JV, Sole Proprietor): _____

Name of duly authorised person: _____

Address of Tenderer: _____

Tel. Number: _____

Cell number: _____

Fax number: _____

E-mail: _____

Receipt number: _____

National Treasury CSD Registration Number: _____

ISSUED BY:

Director: Supply Chain and Facilities Management Services
Department Agriculture Land Reform and Rural Development
17 Van Rensburg Street, Bateleur Building
6th Floor, Block E
Nelspruit
1200
Tel: 013 754 8038/8000

PREPARED BY:

Directorate: Rural Infrastructure Development
17 Van Rensburg Street, Bateleur Building
Nelspruit
1200
Tel: 079 898 5236



agriculture, land reform & rural development

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

Tender/Contract No.: CONMP0010(2024/2025)
A Tender for Category 3GB OR higher CIDB Registered Contractors

THE TENDER

For the

**APPOINTMENT OF A CONTRACTOR FOR THE DESIGN AND CONSTRUCTION OF ONE 64M² RESIDENTIAL HOUSE
AT WAAIKRAAL PORTION 27 (A PORTION OF PORTION 16) IN EMAKHAZENI LOCAL MUNICIPALITY UNDER
NKANGALA DISTRICT MUNICIPALITY IN MPUMALANGA PROVINCE.**

CLOSING DATE: WEDNESDAY 18 DECEMBER 2024
CLOSING TIME: 11:00AM

ISSUED BY:

Director: Supply Chain and Facilities Management Services
Department Agriculture Land Reform and Rural Development
17 Van Rensburg Street, Bateleur Building
6th Floor, Block E
Nelspruit
1200
Tel: 013 754 8038/8000

PREPARED BY:

Directorate: Rural Infrastructure Development
17 Van Rensburg Street, Bateleur Building
Nelspruit
1200
Tel: 079 898 5236

CHECKLIST WHEN SUBMITTING BID PROPOSAL/DOCUMENT

Tender/Contract No.: CONMP00010(2024/2025)

APPOINTMENT OF A CONTRACTOR FOR THE DESIGN AND CONSTRUCTION OF ONE 64M² RESIDENTIAL HOUSE AT WAAIKRAAL PORTION 27 (A PORTION OF PORTION 16) IN EMAKHAZENI LOCAL MUNICIPALITY UNDER NKANGALA DISTRICT MUNICIPALITY IN MPUMALANGA PROVINCE.

A TENDER FOR CATEGORY 3GB OR HIGHER REGISTERED CONTRACTORS

Bids were only considered for acceptance (regarded as being responsive) if the below mentioned requirements were met:

Please indicate YES or NO ✓ Place a Tick in the appropriate column	YES	NO
(b) <u>Evaluation for mandatory criteria</u> 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 an 3GB or Higher class of construction work, are eligible to submit tenders; Joint Ventures are eligible to submit tenders provided that they comply with all three of the following conditions: Every member of a joint venture is registered with the CIDB. The lead partner has a contractor grading designation of not lower than one level below the required grading designation of <u>3GB</u> or higher class of construction work. The Combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a Contractor designation determined in accordance with the sum tendered for a <u>3GB</u> or higher class of construction work, is eligible to submit tenders. Tenderers are also requested to indicate their CRS number/s of the registered contractor/s as well as their Joint Venture partner/s (if applicable) in the tender document.		
Attendance of the <u>Compulsory Tender Clarification meeting</u> .		
Form of Offer must be fully completed and signed by duly authorised person.		
Corrections in terms of price must not be made by means of a correction fluid such as Tippex 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.		
In the event of mistakes having been made on the Form of Offer, it must be crossed out in ink at each and every price alteration on the form of offer and be accompanied by an initial at each and every price alteration.		

<u>Letter of authorisation</u> to sign the Form of Offer and where required in tender document. In the case of a <u>one-person</u> concern submitting a tender, this shall be clearly stated on the letter head. In the case of a <u>JOINT VENTURE</u> submitting a tender, include a resolution of <u>each company</u> of the Joint Venture <u>together</u> with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture.” i.e., the <u>Joint Venture must submit three Letters</u> of Authority as per the aforesaid Joint Venture requirement.		
Letter of good standing from Department of Labour (COIDA) The Tenderer is registered and in good standing with respect to Compensation for Occupational Injuries and Diseases Act (COIDA) with Department of Labour or with a licensed compensation insurer. The Tenderer must submit the letter of good standing for <u>Building and Construction</u> related projects. In the event of the Tenderer being a joint venture/consortium, the letter of good standing for <u>Building and Construction</u> related projects of the individual members must also be provided.		
PROFESSIONAL SERVICE TEAM Bidder to submit letter of good standing from ECSA and a detailed signed CV of the following professionally registered persons: Civil or Structural Engineer/Technologist registered with ECSA		
Printing of tender document in colour coded format Bidders must return complete tender document completed with all pages, print out must be in accordance with provisions of SANS 10403.		
PROFESSIONAL INDEMNITY Professional Indemnity to the value of R 5 000 000 (Can be issued in the name of the professional team or contractor)		
Non mandatory Bidders must ensure compliance with their tax obligations. Bidders may submit printed TCS/CSD/SARS PIN together with their bid. In bids where a consortia/Joint Venture/sub-contractors are involved each party must submit a separate valid tax clearance certificate, SARS Pin, TCS or CSD printout.		
Are all addenda issued complete and returned (if applicable)		

Document Layout



DOCUMENT LAYOUT

SECTION	HEADING	COLOUR
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PART T2	RETURNABLE DOCUMENTS SECTION T2.1: LIST OF RETURNABLE DOCUMENTS SECTION T2.2: RETURNABLE SCHEDULES	YELLOW YELLOW
PART 2: THE CONTRACT		
PART C1:	AGREEMENT AND CONTRACT DATA SECTION C1.1: FORM OF OFFER AND ACCEPTANCE SECTION C1.2: CONDITIONS OF CONTRACT SECTION C1.3: AMPLICATIONS OF GCC SECTION C1.4: DATA PROVIDED BY CONTRACTOR SECTION C1.5: PRIORITY OF DCOUMENTS SECTION C1.6: PERFORMANCE GUARANTEE (PRO-FORMA) SECTION C1.7: RETENTION MONEY GUARANTEE	YELLOW YELLOW YELLOW YELLOW YELLOW YELLOW YELLOW
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PART C3:	SCOPE OF WORKS SECTION C3.1: DESCRIPTION OF WORKS SECTION C3.2: ENGINEERING SECTION C3.3: PROCUREMENT SECTION C3.4: CONSTRUCTION SECTION C3.5: MANAGEMENT SECTION C3.6: ANNEXURES TO SCOPE OF WORK ANNEXURE A: VARIATIONS TO STANDARDIZED SPECIFICATINS ANNEXURE B: PARTICULAR SPECIFRICATIONS ANNEXURE C: STANDARD FORMS TO BE USED DURING THE CONTRACT ANNEXURE D: DRAWINGS	BLUE BLUE BLUE BLUE BLUE BLUE BLUE BLUE BLUE BLUE WHITE
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PART T1: TENDERING PROCEDURES

For a proposed
contract between

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

and

(the Contractor)

for APPOINTMENT OF A CONTRACTOR FOR THE DESIGN AND CONSTRUCTION OF ONE
64M² RESIDENTIAL HOUSE AT WAAIKRAAL PORTION 27 (A PORTION OF PORTION
16) IN EMAKHAZENI LOCAL MUNICIPALITY UNDER NKANGALA DISTRICT
MUNICIPALITY IN MPUMALANGA PROVINCE.

Documentation prepared by:

Department of Agriculture, Land Reform and Rural
Development

SECTION T1.1: TENDER NOTICE AND INVITATION TO TENDER

FOR:

APPOINTMENT OF A CONTRACTOR FOR THE DESIGN AND CONSTRUCTION OF ONE 64M² RESIDENTIAL HOUSE AT WAAIKRAAL PORTION 27 (A PORTION OF PORTION 16) IN EMAKHAZENI LOCAL MUNICIPALITY UNDER NKANGALA DISTRICT MUNICIPALITY IN MPUMALANGA PROVINCE.

TENDER/CONTRACT NO.: CONMP0010(2024/2025)

INVITATION AND SCOPE OF WORK:

The proposed scope of work consists of the design and construction of a residential house at Waaikraal portion 27 (a portion of portion 16) in Emakhazeni local municipality under Nkangala district municipality in Mpumalanga province.

CONDITIONS:

Bidders shall be registered with the Construction Industry Development Board (**CIDB**) and should have a minimum CIDB Contractor grading of **3GB or higher**.

Preferential Procurement Policy Framework Act (PPPFA), Act no. 5 of 2000 and Preferential Procurement Regulation, 2022 will be applied. The **80/20** Preference Point system will be applied where a maximum of **Eighty (80)** tender adjudication points will be awarded for price and **Twenty (20)** points will be awarded for specific goals.

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in Table 1 of SBD 6.1 form as may be supported by proof/documentation stated in the conditions of this tender

NB: The department reserves the right to request bidders to submit their current Audited Financial Statement/s.

Bid documents shall be made available online <https://www.dalrrd.gov.za/index.php/tenders/current-tenders/advertised-bids-2024-2025> on the **TUESDAY, 26 NOVEMBER 2024**. No documents will be available or issued at the Briefing Session and should, therefore, be printed timeously.

Bidders shall be registered with the Construction Industry Development Board (**CIDB**) and should have a minimum CIDB Contractor grading of **3GB or higher**.

Department of Agriculture, Land Reform and Rural Development Offices:

ISSUED BY:

Director: Supply Chain and Facilities Management Services
Department Agriculture Land Reform and Rural Development
17 Van Rensburg Street, Bateleur Building
6th Floor, Block E
Nelspruit
1200
Tel: 013 754 8038/8000

PREPARED BY:

Directorate: Rural Infrastructure Development
17 Van Rensburg Street, Bateleur Building
Nelspruit
1200
Tel: 079 898 5236

A COMPULSORY TENDER CLARIFICATION MEETING will be held on:

Date: 5 December 2024 on Thursday

Venue: Waaikraal farm

Time: 11h00

The project site is located approximately 13 km southeast of Belfast, in the Mpumalanga province.
Project site coordinates are as follows:

Waaikraal: *Latitude: S 25.761994° Longitude: E 30.146961°*

The lowest or any **TENDER WILL NOT NECESSARILY BE ACCEPTED, AND THE DEPARTMENT RESERVES THE RIGHT** to accept the tender as a whole or in part.

The closing date and time for the receipt of completed bid documents are **WEDNESDAY, 28 DECEMBER 2024 at 11h00**.

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.

The original and completed bid document shall be placed in a sealed envelope clearly marked:

APPOINTMENT OF A CONTRACTOR FOR THE DESIGN AND CONSTRUCTION OF ONE 64M² RESIDENTIAL HOUSE AT WAAIKRAAL PORTION 27 (A PORTION OF PORTION 16) IN EMAKHAZENI LOCAL MUNICIPALITY UNDER NKANGALA DISTRICT MUNICIPALITY IN MPUMALANGA PROVINCE.

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

**Department Agriculture Land Reform and Rural Development
17 Van Rensburg Street, Bateleur Building
6th Floor, Block E
Nelspruit
1200**

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

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:

Ms Xoliswa Ngcobo Tel: (013) 655 1000

Cell: (079) 898 5236

E-mail: Xoliswa.Ngcobo@dalrrd.gov.za

ENQUIRIES – SUPPLY CHAIN MANAGEMENT RELATED:

Mr T Seoe
Department Agriculture Land Reform and Rural Development
17 Van Rensburg Street, Bateleur Building
6th Floor, Block E
Nelspruit
1200
Tel: 013 754 8038/8000

E-mail: Tshepo.Seoe@dalrrd.gov.za

Bids will be opened in public. No late submissions will be considered. Telegraphic, telexed, facsimiled or e-mail submissions will not be accepted.

Failure to meet the mandatory requirements required in this Bid will result in the submissions being deemed null and void and shall be considered non-responsive.

TENDER/CONTRACT NO. CONMP0010(2024/2025)

CLOSING DATE: WEDNESDAY, 18 DECEMBER 2024 at 11:00AM

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

TENDERS RECEIVED LATE AFTER THE CLOSING TIME AND DATE WILL NOT BE ACCEPTED FOR CONSIDERATION.

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

The Tender documents **must** be deposited in the box which is identified as the tender box of the:

Department of Agriculture, Land Reform and Rural Development
17 Van Rensburg Street, Bateleur Building
6th Floor, Block E
Nelspruit
1200

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

THE TENDER BOX OF THE OFFICE OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT IS OPEN 24 HOURS A DAY, 7 DAYS A WEEK. THE TENDER BOX WILL BE CLOSED AT 11H00 ON MONDAY, DECEMBER 2024, WHICH IS THE CLOSING TIME OF THE TENDER.

TENDERERS SHOULD ENSURE THAT TENDERS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS

SUBMIT EACH TENDER IN A SEPARATE SEALED ENVELOPE

Colour coding component documents

The Standard for Uniformity in Construction Procurement has no requirement for colour coding component documents. Any colour identification of component documents must be undertaken in accordance with the provisions of SANS 10403.

SANS 10403 suggests that for ease of identification of the various sections, each section may be printed on different coloured paper or be separated with coloured paper. Where this is done, the colours for each subcomponent should be as indicated below.

Colour of pages	Document	
	Number	Heading
White	T1.1	Tender Notice and Invitation to Tender
Pink	T1.2	Tender Data
Yellow	T2.1	List of Returnable Documents
Yellow	T2.2	Returnable Schedules
Yellow	C1.1	Form of Offer and Acceptance
Yellow	C1.2	Contract Data
White	C1.3	Forms of Securities
White	C1.4	Forms for Adjudicators Appointment
Yellow	C2.1	Pricing Instructions
Yellow	C2.2	Activity Schedule / Bill of Quantities
Blue	C3	Scope of Work
Green	C4	Site Information

SECTION T1.2: TENDER DATA

SECTION T1.2.1: CONDITIONS OF TENDER

The conditions of tender are the **Standard Conditions of Tender – August 2019** as contained in **Section T.1.2.3**.

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 August 2019** to which it mainly applies.

SECTION T1.2.2: TENDER DATA

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

The additional Conditions of Tender are:

Item	Data	
C.1	GENERAL	ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER
C.1.1	Actions	The Employer is the “Department of Department of Agriculture, Land Reform and Rural Development ”. The term “bid” in the context of this standard is synonymous with term “tender”.
C.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, Tender Data and Drawings Printing of tender document in colour coded format Bidders must return complete tender document completed with all pages, print out must be in accordance with provisions of SANS 10403.
C.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.
C.1.4	Communication and Employer’s Agent:	
	The Employer’s Agent is:	Branch : Rural Development Contact : Ms. Xoliswa Ngcobo Address : Department Agriculture Land Reform and Rural Development 17 Van Rensburg Street, Bateleur Building 6 th Floor, Block E Nelspruit Cell : 079 898 5236

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Item	Data
	E-mail : xoliswa.Ngcobo@dalrrd.gov.za
C.2	TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER
C.2.1	Eligibility: Only those Tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, for a 3GB or Higher Classes of construction work, are eligible to submit tenders. Joint ventures are eligible to submit tenders provided that: 1. Every member of a joint venture is registered with the CIDB; 2. The lead partner has a contractor grading designation in the 3GB or Higher class of construction work; or not lower than one level below the required grading designation in the class of works construction works under consideration and posses the required recognition status; 3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3GB or higher class of construction work or a value determined in accordance with regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations is eligible to submit tenders.
C.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."
C.2.5	Reference documents: The document "General Conditions of Contract Third Edition 2015 published by the South African Institute of Civil Engineering. This document is obtainable separately, and Tenderers shall obtain their own copies." Tenderers, Contractors and Subcontractors shall obtain their own copies of this document for tendering purposes and for use for the duration of the Contract from the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685 and shall bear all expenses in this regard. <u>Occupational Health and Safety Act no. 85 and amendment act no. 181 of 1993</u> <u>Construction Regulations 2014</u> This document is obtainable separately and tenderers shall obtain their own copies. Standard Specification 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.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Item		Data
C.2.7	Clarification meeting:	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. A compulsory clarification meeting will be conducted at 11h00 AM on Thursday 5 December 2024 (on site) VENUE: Waaikraal farm, Emakhazeni Local Municipality The project site is located approximately 13 km southeast of Belfast, in the Mpumalanga province. Project site coordinates are as follows: Waaikraal: <i>Latitude: S 25.761994° Longitude: E 30.146961°</i> Directions to the project is as follows: N4 offramp Dalmanuta then proceed to the farm. Tenderers must sign the attendance register/ list in the name of the tendering entity.
C.2	TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
C.2.8	Seek clarification:	"Request clarification of the tender documents, if necessary, by notifying the Employer's Official or the Employer's Agent indicated in the Tender Notice and Invitation to Tender in writing at least 10 (Ten) working days before the closing time stated in the foregoing notice and clause 2.15."
C.2.9	Insurance:	Add the following to the clause: "Accept that the submission of a Tender shall be construed as an acknowledgement by the Employer that he/she is satisfied with the insurance cover that the Contractor will have to effect Contract Works Insurance to be limited to the Tender amount including VAT, and Public Liability to be limited to R 5 000 000.00 under the contract The Employer will not provide for any insurance as it will be provided for by the Contractor.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Item		Data
C.2.11	Alterations to documents:	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 <u>FORM OF OFFER</u> and be accompanied by an initial. Corrections in terms of price must not be made by means of a correction fluid such as Tipp-Ex or similar product. If correction fluid has been used on any specific item price, such item will not be considered. No correction fluid must be used in a Bill of Quantities where prices are calculated to arrive at a total amount. If correction fluid has been used the Tender as a whole will not be considered. The Department will reject the bid if the above conditions are not adhered to.
C.2.13	Submitting a tender offer	
	C.2.13.1	Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works. 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.
	C.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.
	C.2.13.3	Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English.
C.2	TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Item		Data
	C.2.13.4	Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorised signatories liable on behalf of the tenderer. Add the following to the clause: “Only duly authorised signatories must sign the original and all copies of the tender offer where required in terms of 2.13.3. In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated on the company letter head. In case of a COMPANY submitting a tender, include a copy of a resolution by its board of directors authorising a director or any other official of the company to sign the documents on behalf of the company. In the case of a CLOSED CORPORATION submitting a tender, include a copy of a resolution by its members authorising a member or any other official of the corporation to sign the documents on each member’s behalf. In the case of a PARTNERSHIP submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such an authorisation shall be included in the Tender. In the case of a JOINT VENTURE submitting a tender, 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.” i.e. the Joint Venture must submit three Letters of Authority as per the aforesaid Joint Venture requirement. Accept that failure to submit proof of Authorisation to sign the tender shall result in a Tender Offer being regarded as non-responsive.
	C.2.13.5	Seal the tender offer and submit ONLY to the below mentioned address: The Employer’s address for delivery of tender offers: Department of Agriculture, Land Reform and Rural Development 17 Van Rensburg Street, Bateleur Building 6th Floor, Block E Nelspruit Sixth Floor Tender Box <u>SUBMITTING OF TENDERS – PLEASE NOTE:</u> Tenders can only be submitted in the Tender Box in Nelspruit
	C.2.13.6	A two-envelope procedure will NOT be followed.
	C.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
C.2	TENDERER’S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Item		Data
C.2.14	Information and Data to be completed in all respects:	Add the following to the clause: “Accept that the Employer shall in the evaluation of tenders take due account of the Tenderer’s past performance in executing for similar works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and Principal Agent as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, by furnishing details in Section T2.2.8. 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.
C.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.
C.2.16	Tender offer validity:	The tender offer validity period is 90 days. Add the following to the clause: “If the tender validity expires on a Saturday, Sunday or public holiday, the Tender Offer shall remain valid and open for acceptance until the closure of business on the following working day.”
C.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.
C.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.
C.2.19	Inspections, tests and analysis:	The Tenderer must provide access during working hours to his premises for inspections on request.
C.2.20	Submit securities, bonds and policies:	If requested, submit for the employer’s acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.
C.2	TENDERER’S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Item		Data
C.2.23	Certificates:	The following certificates/ information may be provided with the tender offer: a) Copy of Certificate of Incorporation (if tenderer is a Company), e.g. CM1, CM29, or CM44 b) Copy of Founding Statement (if tenderer is a Closed Corporation), e.g. CK1, or CK2 c) Copy of Partnership Agreement (if tenderer is a Partnership) d) Copy of Identity Document (if tenderer is a One-man concern) e) Copy of Deed of Trust (If a trust is involved). In cases where the tenderer has failed to submit any of the documents above with the tender, the Department reserves the right to, at any time after the closure of the tender, but before the award of the tender, request the tenderer to provide the outstanding documents within 7 (seven) working days from the date of notification.
ADD THE FOLLOWING NEW CLAUSES:		
"2.24	Canvassing and obtaining of additional information by tenderers:	Accept that no Tenderer shall make any attempt either directly or indirectly to canvass any of the Employers officials or the Employer's agent in respect of his tender, after the opening of the tenders, but prior to the Employer arriving at a decision thereon. No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders."
"2.25	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 T2.2.6 – Form F must be completed."
C.2	TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Item		Data
"2.26	TAX	Bidders must ensure compliance with their tax obligations. Bidders are required to submit their unique personal identification number (PIN) issued by sars to enable the organ of state to view the taxpayer's profile and tax status. Application for tax compliance status (TCS) or pin may also be made via e-filing. in order to use this provision, taxpayers will need to register with sars as e-filers through the website www.sars.gov.za. Bidders may also submit a printed TCS together with the bid. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate proof of TCS / PIN / CSD number. Where no tcs is available but the bidder is registered on the central supplier database (CSD), a csd number must be provided. Bids received from bidders with a non-compliant tax status may be disqualified in the event of failing to update the Tax Status within 7 days.
"2.27	CSD –National Treasury Central Supplier Database (CSD) Registration	Bidders must register on the central supplier database (CSD) to upload mandatory information namely: (business registration/ directorship/ membership/identity numbers; tax compliance status; and banking information for verification purposes)..
"2.28	Local Labour	It is a requirement of this contract that work be executed in such a manner so as to maximize the use of at least 80% local unskilled labour intensive construction methods. It is mandatory for the contractor to allocate skilled labour to 40% of NARYSEC youth in skilled labour if available in the local area.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Item		Data																						
"2.29"	Specific Goals	In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in the table below as may be supported by proof/ documentation stated in the conditions of this tender: In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of— (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system. Specific goals for the tender and points claimed are indicated per the table below. <i>(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.</i> <i>Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)</i>																						
		<table><tr><th>The specific goals allocated points in terms of this tender</th><th>Number of points allocated (80/20 system)</th><th>Percentage ownership equity (To be completed by the tenderer)</th><th>Number of point claimed (80/20 system) (To be complete by the tenderer)</th></tr><tr><td>I. Historically Disadvantaged Individuals (HDI)</td><td>8</td><td></td><td></td></tr><tr><td>II. Who is female</td><td>5</td><td></td><td></td></tr><tr><td>III. Who has a disability</td><td>2</td><td></td><td></td></tr><tr><td>IV. Specific goal: Youth</td><td>2</td><td></td><td></td></tr><tr><td>V. Specific goal: Locality (promotion of enterprises located in Nkangala District Municipality Mpumalanga)</td><td>3</td><td></td><td></td></tr></table>	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of point claimed (80/20 system) (To be complete by the tenderer)	I. Historically Disadvantaged Individuals (HDI)	8			II. Who is female	5			III. Who has a disability	2			IV. Specific goal: Youth	2			V. Specific goal: Locality (promotion of enterprises located in Nkangala District Municipality Mpumalanga)	3
The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of point claimed (80/20 system) (To be complete by the tenderer)																					
I. Historically Disadvantaged Individuals (HDI)	8																							
II. Who is female	5																							
III. Who has a disability	2																							
IV. Specific goal: Youth	2																							
V. Specific goal: Locality (promotion of enterprises located in Nkangala District Municipality Mpumalanga)	3																							

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Item		Data
		- Historically Disadvantaged Individuals (HDI) – Attach copy of Identity Document (ID) and company registration document - Who is female- Attach copy of Identity Document (ID) and company registration document - Who has a disability – Attach a certified copy or original doctor’s letter confirming the disability - Who is youth (A person that is not older than 35 years on the closing date of a bid) Attach copy of Identity Document (ID) and company registration document - Specific goal: Locality – promotion of enterprises located in a specific district) Nkangala District Mpumalanga (a) a valid municipal services account (water, sanitation, rates and electricity) in the name of the bidder/s or active director/s or (b) a valid lease agreement from the lessor or (c) a letter on the letterhead of the ward councilor/traditional authority/council that must be signed, stamped and dated. The Department will use the Central Supplier Database and documents submitted by the tenderer to verify the points claimed for specific goals.
C.3	THE EMPLOYER’S UNDERTAKINGS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
C.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 ten (10) working days before the tender closing time stated in the tender data and notify all Tenderers who drew procurement documents”
C.3.2	Issue Addenda:	If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until ten (10) 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.
C.3.3	Return late tender offers	Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.
C.3	THE EMPLOYER’S UNDERTAKINGS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Item		Data
C.3.4	Opening of tender submissions:	A two-envelope procedure will NOT be followed. The closing date and time for receipt of tenders is: Wednesday 18 December 2024 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: SUPPLY CHAIN MANAGEMENT SERVICES: DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT. Tenders must be submitted in the tender box situated in NELSPRUIT: Department of Agriculture, Land Reform and Rural Development 17 Van Rensburg Street, Bateleur Building 6th Floor, Block E Nelspruit Sixth Floor Tender Box Only tenders submitted to this tender box will be opened/ considered. <u>SUBMITTING OF TENDERS – PLEASE NOTE:</u> Tenders can only be submitted in the Tender Box in NELSPRUIT. Clause 3.6, 3.7 and 3,8 from standard conditions of tender
C3.6	Non-disclosure	Not to disclose 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.
C3.7	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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Item		Data
C3.8	Test for responsiveness	C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received: a) complies with the requirements of these Conditions of Tender, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents. C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would: a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
C3.9.1	Arithmetical errors, omissions and discrepancies	a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in figures shall govern.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Item		DATA
C.3	THE EMPLOYER’S UNDERTAKINGS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
C.3.11	Evaluation of Tender offers:	Tenders will be evaluated in terms of the evaluation criteria stipulated below: (a) Evaluation for Mandatory criteria (b) Evaluation in terms of Functionality (c) Evaluation in terms of 80/20 specific goals point system as prescribed in the Preferential Procurement Regulations 2022. (a) Evaluation for mandatory criteria • Refer to Part T2 returnable schedule

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM		DATA																																
C.3	THE EMPLOYER’S UNDERTAKINGS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER																																	
C.3.11	Evaluation of Tenders:	(b) Evaluation in terms of Functionality Each of the evaluation criteria will be assessed in terms of the indicators/ values being: 0= No Information, 1 = Poor, 2 = Average, 3 = Good, 4 = Very good and 5 = Excellent. Quality (functionality) will be scored on those tenders regarded as being responsive. The CRITERIA to be applied in evaluating the proposal is set out in the table below: <table><tr><th>Criterion</th><th>Weight</th><th>Value</th><th>Comment / Remarks</th></tr><tr><td>Successful completion of projects of a similar nature (Building and Construction).(Section T2.2.8:Form H)</td><td>40</td><td></td><td></td></tr><tr><td>Quality of completed relevant projects similar in nature and scope (Section T2.2.10, Form S)</td><td>10</td><td></td><td></td></tr><tr><td>Relevant plant and equipment (Section T2.2.14: Form G)</td><td>20</td><td></td><td></td></tr><tr><td colspan="4">Management structure (Attach signed CV’s and certified copies of qualifications)</td></tr><tr><td>Site Agent (Section T2.2.10: Form J)</td><td>20</td><td></td><td></td></tr><tr><td>Foreman (Section T2.2.10: Form J)</td><td>10</td><td></td><td></td></tr><tr><td>Total</td><td>100</td><td></td><td></td></tr></table> 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 <u>60 out of 100 points</u> for functionality will not be considered further.	Criterion	Weight	Value	Comment / Remarks	Successful completion of projects of a similar nature (Building and Construction).(Section T2.2.8:Form H)	40			Quality of completed relevant projects similar in nature and scope (Section T2.2.10, Form S)	10			Relevant plant and equipment (Section T2.2.14: Form G)	20			Management structure (Attach signed CV’s and certified copies of qualifications)				Site Agent (Section T2.2.10: Form J)	20			Foreman (Section T2.2.10: Form J)	10			Total	100		
Criterion	Weight	Value	Comment / Remarks																															
Successful completion of projects of a similar nature (Building and Construction).(Section T2.2.8:Form H)	40																																	
Quality of completed relevant projects similar in nature and scope (Section T2.2.10, Form S)	10																																	
Relevant plant and equipment (Section T2.2.14: Form G)	20																																	
Management structure (Attach signed CV’s and certified copies of qualifications)																																		
Site Agent (Section T2.2.10: Form J)	20																																	
Foreman (Section T2.2.10: Form J)	10																																	
Total	100																																	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EVALUATION SCHEDULE

No	Functionality Criteria – Tender Rating Matrix		A	B
			Tenderer rating (score 0-5)	Weighting
1	Successful completion of projects of a similar nature within the past 5 years . (Item T2.2.8, Form H	Five (5) or more similar nature projects executed by the contractor in the past 5 years	5	40
		Four (4) similar nature projects executed by the contractor in the past 5 years	4	
		Three (3) similar nature projects executed by the contractor in the past 5 years	3	
		Two (2) similar nature projects executed by the contractor in the past 5 years	2	
		One (1) similar nature project executed by the contractor in the past 5 years	1	
		No similar nature projects executed by the contractor in the past 5 years	0	
NB: Bidders are required to attach completion certificates. Projects of R 1 000 000 and above of similar in nature and scope will be considered. Failure to submit / attach completion certificates for the projects will result in the bidder not being awarded points.				
QUALITY: QUALITY OF COMPLETED RELEVANT PROJECTS SIMILAR IN NATURE AND SCOPE Projects of R 1 000 000 and above of similar in nature and scope will be considered. NB: Bidders will be scored average points derived from the overall performance reported in form S. Form S to be filled out and stamped by previous clients.				
2	Quality of completed relevant projects similar in nature and scope (Section T2.2.14, Form S)	Excellent performance	5	10
		Very good performance	4	
		Good performance	3	
		Average performance	2	
		Poor performance	1	
		No information submitted/unacceptable performance	0	
RELEVANT PLANT AND EQUIPMENT				
	Relevant plant (form G)	<u>RELEVANT PLANT AND EQUIPMENT RESOURCES - (20 points)</u> Tenderers are required to demonstrate that they have necessary relevant equipment, facilities and plant to be used during construction and project implementation. Up to maximum of 20 Points shall be awarded to the tenderers for these criteria. Plant resources required to complete the project, with proof of ownership and/or proof that such plant or equipment will be hired. Failure to list of resources as indicated on section T2.2.9, form G ,proof of ownership and/or hire, will result in the tenderer being scored poor		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		Listed 5 plus additional plant and equipment	5		
		Listed 4 plus additional plant and equipment	4		
		Listed 3 minimum required plant and equipment	3		
		Listed less than 3 minimum required plant and equipment	2		
		Failed to list and submit proof of plant and equipment	1		
SITE AGENT					
3	No. of Years of Experience of Site Agent (Section T2.2.10, Form J)	NQF Level 6 or higher qualification in the Built Environment with more than 7 years' post qualification experience.	5	20	
		NQF Level 6 or higher qualification in the Built Environment with more than 5 up to 7 years' post qualification experience.	4		
		NQF Level 6 or higher qualification in the Built Environment with more than 3 up to 5 years' post qualification experience.	3		
		NQF Level 6 or higher qualification in the Built Environment with more than 1 up to 3 years' post qualification experience.	2		
		NQF Level 6 or higher qualification in the Built Environment with 1 year post qualification experience.	1		
		No CV/information submitted No minimum qualification Less than 1 year post qualification experience	0		
		NB: The candidate must submit a detailed signed CV. The information of the candidate must be completed on Form J. Failure to attach the aforesaid will result in the bidder not being awarded points. Information must be completed on Form J.			
		SITE FOREMAN			
4	No. of Years of Experience of Foreman (Section T2.2.10, Form J)	More than 6 years of experience	5	10	
		More than 4 years up to 6 years of experience	4		
		More than 2 years up to 4 years of experience	3		
		1 year up to 2 years of experience	2		
		Below 1 year experience	1		
		No CV/information submitted	0		
		NB: This Sub Criteria covers the general average experience of the proposed Foreman in the built environment			
	NB: The candidate must submit a detailed signed CV. The information of the candidate must be completed on Form J. Failure to attach the aforesaid will result in the bidder not being awarded points. Information must be completed on Form J.				
	TOTAL POINTS			100	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

c) Evaluation in terms of 80/20 preference point system as prescribed in the Preferential Procurement Regulations 2022.

Apply the **80/20 Preference Point system** where a maximum of **Eighty (80)** tender adjudication points will be awarded for **price**. **Twenty (20) points** will be awarded for **specific goals** in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) for and Preferential Procurement Regulation, 2022. See section **T2.2.2, Form B** for the Preference model.

Specific Goals

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in section C2.29 above as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. Historically Disadvantaged Individuals (HDI)	8		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Youth	2		
V. Specific goal: Locality promotion of enterprises located in Nkangala District Municipality Mpumalanga Province)	3		

Bidders who wish to claim points in terms of table 2.12 below need to provide proof for each point claimed as guided below:

- Historically Disadvantaged Individuals (HDI) – **Attach copy of Identity Document (ID) and company registration document**
- Who is female- Attach copy of Identity Document (ID) and company registration document
- Who has a disability – **Attach a certified copy or original doctor's letter confirming the disability**
- Who is youth (A person that is not older than 35 years on the closing date of a bid) **Attach copy of Identity Document (ID) and company registration document**
- Specific goal: **Locality – promotion of enterprises located in a Mpumalanga Province**
 - a) a valid municipal services account (water, sanitation, rates and electricity) in the name of the bidder/s or active director/s **or**
 - b) a valid lease agreement from the lessor **or**
 - c) a letter on the letterhead of the ward councillor/traditional authority/council that must be signed, stamped and dated.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C.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.
C.3.17	Provide copies of the contract	One signed copy of the contract shall be provided by the Employer to the successful Tenderer.

ADDITIONAL CONDITIONS OF TENDER	
The additional conditions of Tender are:	
	Compliance with Occupational Health and Safety Act 1993 Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 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. 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.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Tenderers are to note that the Contractor is required to ensure that all Sub-contractorss or others engaged in the performance of the Contract also comply with the above requirements.

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included **in Part C1.4** of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the Contract.

Compliance with regulations of covid 19

The **Bidder** must execute the duties of the **Department** by complying with all Regulations pertaining **COVID-19**

CIDB STANDARD CONDITIONS OF TENDER

SECTION T1.2.3: CIDB STANDARD CONDITIONS OF TENDER

The conditions of tender are the Standard Conditions of Tender (August 2019) as contained in Annex C of the Construction Industry Development Board (CIDB) Standard for Uniformity in Engineering and Construction Works Contracts

Contractor

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Employer

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Employer

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Annex C

Standard Conditions of Tender

C.1 General

Part T1. C.1.1 Actions

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

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

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

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

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

C.1.2 Tender Documents

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

Part T2. C.1.3 Interpretation

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

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

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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- a) **conflict of interest** means any situation in which:
- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

Part T3. C.1.4 Communication and employer's agent

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

Part T4. C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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

Part T5. C.1.6 Procurement procedures

1. C.1.6.1 General

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

2. C.1.6.2 Competitive negotiation procedure

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

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

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

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

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

3. C.1.6.3 Proposal procedure using the two stage-system

A. C.1.6.3.1 Option 1

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

B. C.1.6.3.2 Option 2

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

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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C.2 Tenderer's obligations

Part T6. C.2.1 Eligibility

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

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

Part T7. C.2.2 Cost of tendering

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

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

Part T8. C.2.3 Check documents

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

Part T9. C.2.4 Confidentiality and copyright of documents

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

Part T10. C.2.5 Reference documents

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

Part T11. C.2.6 Acknowledge addenda

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Part T12. C.2.7 Clarification meeting

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

Part T13. C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least Ten (10) working days before the closing time stated in the tender data.

Part T14. C.2.9 Insurance

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

Part T15. C.2.10 Pricing the tender offer

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

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

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

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

Part T16. C.2.11 Alterations to documents

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

Part T17. C.2.12 Alternative tender offers

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

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

Part T18. C.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

Part T19. C.2.14 Information and data to be completed in all respects

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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Part T20. C.2.15 Closing time

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

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

Part T21. C.2.16 Tender offer validity

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

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

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

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

Part T22. C.2.17 Clarification of tender offer after submission

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

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

Part T23. C.2.18 Provide other material

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

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

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Part T24. C.2.19 Inspections, tests and analysis

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

Part T25. C.2.20 Submit securities, bonds and policies

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

Part T26. C.2.21 Check final draft

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

Part T27. C.2.22 Return of other tender documents

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

Part T28. C.2.23 Certificates

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

C.3 The employer's undertakings

Part T29. C.3.1 Respond to requests from the tenderer

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Part T30. C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until **Ten (10) working days** before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

Part T31. C.3.3 Return late tender offers

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

Part T32. C.3.4 Opening of tender submissions

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

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

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

Part T33. C.3.5 Two-envelope system

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

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

Part T34. C.3.6 Non-disclosure

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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Part T35. C.3.7 Grounds for rejection and disqualification

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

Part T36. C.3.8 Test for responsiveness

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

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

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

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

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

Part T37. C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

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

Part T38. C.3.10 Clarification of a tender offer

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

Part T39. C.3.11 Evaluation of tender offers

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

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

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

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

4. C.3.11.1 General

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

Part T40. C.3.12 Insurance provided by the employer

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

Part T41. C.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

Part T42. C.3.14 Prepare contract documents

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

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

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Part T43. C.3.15 Complete adjudicator's contract

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

Part T44. C.3.16 Registration of the award

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

Part T45. C.3.17 Provide copies of the contracts

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

Part T46. C.3.18 Provide written reasons for actions taken

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PART T2: RETURNABLE DOCUMENTS

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
C.2.1	Tenderers shall provide their CRS Number of registered Contractor as well as JV Partner*. Recent printout from CIDB website indicating the CRS number will also be accepted. NB: In cases where a bidder intends to form a Joint Venture, the CRS number/s must be filled in below i.e. the Lead partner and Joint Venture partner/s: <u>Tenderer/Leading JV Partner</u> CRS Number: _____ Name of Company: _____ <u>JV Partner</u> CRS Number: _____ Name of Company: _____ <u>JV Partner</u> CRS Number: _____ Name of Company: _____ All contractors, even tendering in JV, must be registered with CIDB. The lead partner has a contractor grading designation in the 2GB or HIGHER class of construction work; or not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status. *NB: Recent printout from CIDB website indicating the CRS number will also be accepted.
C.2.7	Attendance of the Compulsory Tender Clarification meeting as stipulated.
C.2.11	"In the event of mistakes having been made on prices inclusive of VAT on the FORM OF OFFER it must be crossed out in ink at each and every price alteration and be accompanied by an initial". Corrections in terms of price must not be made by means of a correction fluid such as Tipp-Ex or similar product. If correction fluid has been used on any specific item price, such item will not be considered. No correction fluid must be used in a Bill of Quantities where prices are calculated to arrive at a total amount. If correction fluid has been used the Tender as a whole will not be considered. The Department will reject the bid if the above conditions are not adhered to
C.2.13.4	Only duly authorised signatories must sign the original and all copies of the tender offer where required in terms of 2.13.3. In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated on the company letter head. In case of a COMPANY submitting a tender, include a copy of a resolution by its board of directors authorising a director or any other official of the company to sign

	the documents on behalf of the company. In the case of a CLOSED CORPORATION submitting a tender, include a copy of a resolution by its members authorising a member or any other official of the corporation to sign the documents on each member's behalf. In the case of a PARTNERSHIP submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such an authorisation shall be included in the Tender. In the case of a JOINT VENTURE submitting a tender, 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." i.e. the Joint Venture must submit three Letters of Authority as per the aforesaid Joint Venture requirement. Accept that failure to submit proof of Authorisation to sign the tender shall result in a Tender Offer being regarded as non-responsive.
C3.8	Form of offer must be fully completed and signed by duly authorized person.
Additional mandatory requirement	Letter of good standing from Department of Labour (COIDA) The Tenderer is registered and in good standing with respect to Compensation for Occupational Injuries and Diseases Act (COIDA) with the Department of Labour or with a licensed compensation insurer. The Tenderer must submit the letter of good standing for building and construction related projects. In the event of the Tenderer being a joint venture/consortium, the letter of good standing for building and construction related projects of <u>individual members</u> of the joint venture/consortium must be provided. Printing of tender document in colour coded format Bidders must return complete tender document completed with all pages, print out must be in accordance with provisions of SANS 10403.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	CONMP0010(2024/2025)	CLOSING DATE:	18 DECEMBER 2024	CLOSING TIME:	11AM
DESCRIPTION	APPOINTMENT OF A CONTRACTOR FOR THE DESIGN AND CONSTRUCTION OF ONE 64M ² RESIDENTIAL HOUSE AT WAAIKRAAL PORTION 27 (A PORTION OF PORTION 16) IN EMAKHAZENI LOCAL MUNICIPALITY UNDER NKANGALA DISTRICT MUNICIPALITY IN MPUMALANGA PROVINCE.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Agriculture, Land Reform and Rural Development 17 Van Rensburg Street, Bateleur Building 6 th Floor, Block E Nelspruit 1200 Sixth Floor Tender Box SUBMITTING OF TENDERS – PLEASE NOTE: Tenders can only be submitted in the Tender Box in Nelspruit – MPUMALANGA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Tshepo Seoe		CONTACT PERSON	Xoliswa Ngcobo	
TELEPHONE NUMBER	0137548038/8000		TELEPHONE NUMBER	079 898 5236/ 013 655 1000	
E-MAIL ADDRESS	tshepo.seoe@dalrrd.gov.za		E-MAIL ADDRESS	Xoliswa.Ngcobo@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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT TICK APPLICABLE BOX] ☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

<i>i) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</i>	☐Yes☐No [IF YES ENCLOSE PROOF]	<i>ii) ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</i>	☐Yes☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, 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:

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SECTION T2.2.1: FORM A: SCHEDULE OF PROPOSED SUBCONTRACTORS

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

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

In Bids where subcontractors are involved each party must submit a separate proof of TCS / PIN / CSD number together with the bid. Where no TCS is available but the subcontractor is registered on the Central Supplier Database (CSD), a CSD number must be provided.

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

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

SUB-CONTRACTING

1. Will any portion of the contract be sub-contracted? Yes ☐ / No ☐
2. If yes, indicate:
- (i) What percentage of the contract will be Sub-contracted?%
- (ii) The name/s of the sub-contractor(s)? (1)
(2)
(3)
(4)

(iii) The B-BBEE status level of the sub-contractor(s)?

(iv) Whether the sub-contractor(s) is/are an EME?

Yes ☐ / No ☐

Signature of person authorised to sign the tender:

Date:

SECTION T2.2.2: FORM B: (SBD6.1) PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 BID PROCESS (EQUAL OR BELOW R 50 MILLION)

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

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

1. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of tender invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); and
- (f) **“Historically Disadvantaged individuals”** means a person historically disadvantaged by unfair discrimination on the basis of race: Provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizens by birth or descent; or who became citizens of the Republic of South Africa by Naturalisation -
 - Before 27 April 1994; or
 - On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.

2. GENERAL CONDITIONS

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

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

2.2 To be completed by the organ of state

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

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

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

2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

2.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

2.6 Tenderers that fail to claim points for specific goals or that fail to fully complete the table in paragraph 2.12 below, will not be awarded points for specific goals.

2.7 Tenderers that make a calculation error when claiming points as per the table in paragraph 2.12 below, will not be awarded points for specific goals. Please take note of the examples on how to calculate points for specific goals as per paragraph 2.12 below.

2.8 Tenderers that fail to submit the correct SBD 6.1 form as issued by the Department of Agriculture, Land Reform and Rural Development, will not be awarded points for specific goals.

2.9 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2.10 Tenderers who wish to claim points in terms of the table in paragraph 2.12 below need to provide proof for each point claimed as guided below:

2.10.1 Historically Disadvantaged individuals (HDI):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.2 Who is female:

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.3 Who has a disability:

- **Attach a certified copy or original doctor's letter confirming the disability.**

2.10.4 Who is youth (a person that is not older than 35 years on the closing date of a bid):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.11 The Department will use the Central Supplier Database and documents submitted by the tenderer to verify the points claimed for specific goals.

2.12 Specific goals for the tender and points claimed are indicated per the table below.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. HDI	8		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	2		
V. Specific goal: Locality (Promotion of enterprises located in Nkangala District Municipality in the Mpumalanga Province)	3		

The number of points claimed for specific goals, are calculated as follow:

- (I) A maximum of 8 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:
 - **Percentage ownership equity** $\times 8 \div 100 =$ number of points claimed.
- (II) A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:
 - **Percentage ownership equity** $\times 5 \div 100 =$ number of points claimed.
- (III) A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:
 - **Percentage ownership equity** $\times 2 \div 100 =$ number of points claimed.
- (IV) A maximum of 2 points may be allocated to tenderers who are youth, on the following basis:
 - **Percentage ownership equity** $\times 2 \div 100 =$ number of points claimed.
- (V) A maximum of 3 points may be allocated to tenderers for locality, on the following basis:
 - **Percentage ownership equity** $\times 3 \div 100 =$ number of points claimed.

2.13 It is important to note that failure by a tenderer to complete the table in paragraph 2.12 in full, will result in points for specific goals not to be allocated.

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in the table in paragraph 2.12 above as may be supported by proof/documentation stated in the conditions of this tender.
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

- 4.3 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their members, be entitled to claim points in respect of specific contract participation goals.
- 4.4 A tenderer will not be awarded points for HDI if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for the same number or more points for equity ownership.

- 4.5 A tenderer awarded a contract as a result of preference for contracting with, or providing equity ownership to a HDI, may not subcontract more than 25% of the value of the contract to a tenderer who is not a HDI or does not qualify for the same number or more preference for equity ownership.

5. SUB-CONTRACTING

- 5.1 Will any portion of the contract be sub-contracted?
(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 5.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted: %
- ii) The name of the sub-contractor:
- iii) Points claimed for HDI by the sub-contractor:

6. DECLARATION WITH REGARD TO COMPANY/FIRM

- 6.1. Name of company/firm:

- 6.2. Company registration number:

6.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

.....

DATE:

.....

ADDRESS:

.....

.....

.....

.....

SECTION T2.2.3: C: RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

Date		Title of Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signature of person authorised to sign the tender:

Date:

SECTION T2.2.4: FORM D: AUTHORITY OF SIGNATORY- EXAMPLE ONLY

Signatories for companies, closed corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD STATIONERY**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated. **PLEASE DO NOT COMPLETE THE BELOW EXAMPLE (TEMPLATE)**

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

MABEL HOUSE (Pty) Ltd

By resolution of the Board of Directors taken on *20 May 2000, MR A.F JONES*
has been duly authorised to sign all documents in connection with Contract no CON 0005, and any contract which may arise therefrom, on behalf of *Mabel House (Pty) Ltd*.

SIGNED ON BEHALF OF THE COMPANY: (Signature of Managing Director)
IN HIS CAPACITY AS: Managing Director
DATE: 20 May 2000

SIGNATURE OF SIGNATORY: Signature of A.F Jones)

As witnesses:

1.
2.

Signature of person authorised to sign the tender:

Date:

N.B Joint Venture must submit 3 x Letters of Authority in line with clause C.2.13.4 – Tender Data

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

1. GENERAL

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

Company	☐	Closed Corporation	☐	Partnership	☐
One-man concern	☐	Joint Venture	☐		

2. INFORMATION TO BE PROVIDED

(Block letters)

2.1 If the tenderer is a Company:

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

2.2 If the tenderer is a Closed Corporation:

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

2.3 If the tenderer is a Partnership:

List the partners.

2.4 If the tenderer is a One-man concern:

Provide the full name and ID number of the person.

2.5 If the tenderer is a Joint Venture:

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

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

Yes ☐ / No ☐ Registration nr.:

Signature of person authorised to sign the tender:

Date:

SECTION T2.2.6: FORM F: BIDDER'S DISCLOSURE (SBD 4)
--

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the

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

Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

SECTION T2.2.7: FORM G: 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 or must be attached.

Quantity	Description, size, capacity, etc.
1	

Attach additional pages if more space is required.

- (b) Details of major equipment that will be hired or acquired for this contract if my/our tender is acceptable.

Proof of lease agreement must be attached or a letter of intent from a hiring company.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signature of person authorised to sign the tender:

Date:

SECTION T2.2.8: FORM H: SCHEDULE OF WORK CARRIED OUT BY THE TENDERER

The tenderer shall list in the spaces provided below the last **FIVE YEARS (5)** similar nature contracts of similar scope, nature and size awarded to the contractor. This information shall be deemed to be material to the award of this tender. Projects of a value above R 1 million will be considered.

NB: Bidders are required to attach completion certificates. Failure to submit / attach completion certificates for the projects will result in the bidder not being awarded points.

Employer (Name, Tel No, Fax No)	Consulting Engineer (Name, Tel No, Fax No)	Nature Of Work (Type of building works) Example steel frame structure, brickwork etc	Value Of Work	Year Completed
LIST COMPLETED PROJECTS IN THE LAST FIVE YEARS				

Signature of person authorised to sign the tender:

Date:

SECTION T2.2.9: FORM I: CERTIFICATE OF TENDERER'S VISIT TO THE SITE
--

This is to certify that I,.....

Representative of (Tenderer)

Of (address)

.....

.....

Telephone No:

Fax No:

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

In the company of (Engineer's representative)

Signature (Tenderer's Representative)

Signature (Engineer's Representative)

SECTION T2.2.10: FORM J: KEY-PERSONNEL/ SUPERVISORY AND MANAGEMENT STAFF

The Tenderer shall, submit the names of all management and supervisory staff that will be employed to supervise the Contract. **Please attach signed CV's and copies of qualification of the proposed key personnel.** The Tenderer shall also include an organogram of the project team and the company structure.

FAILURE TO ATTACH SIGNED CV'S AND COPIES OF QUALIFICATIONS WILL RESULT IN THE BIDDER NOT BEING AWARDED POINTS

		Weight
1. POSITION	SITE AGENT	20
Name and Surname		
Indicate the No. of Years of Experience in the Built Environment		
Formal Built Environment Qualifications: (NQF Level 6) or higher		
Currently Employed by Tenderer (Y/N)		
Signature		
2. POSITION	FOREMAN	10
Name and Surname		
Indicate the No. of Years of Experience in the Built Environment		
Currently Employed by Tenderer (Y/N)		
Signature		

Signature of person authorised to sign the tender:

Date:

SECTION T2.2.11: FORM K: 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)

Signature of person authorised to sign the tender:

Date:

SECTION T2.2.12: FORM L: COMPLIANCE WITH OHSA (ACT 85 OF 1993)

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

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

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

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

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

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

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

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

Signature of person authorised to sign the tender:

Date:

SECTION T2.2.13: FORM M: CSD SUPPLIER NUMBER AND TAX COMPLIANCE PIN

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

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

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

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

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

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

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

Tenderer/Leading JV Partner

Name of Company:

CSD Supplier Number: (Master
Registration Number)

Tax Compliance PIN number:

JV Partner 1

Name of Company:

CSD Supplier Number: (Master
Registration Number)

Tax Compliance PIN number:

JV Partner 2

Name of Company:

CSD Supplier Number: (Master
Registration Number)

Tax Compliance PIN number:

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

SECTION T2.2.14: FORM N: 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 period as specified in the Contract Data.

SECTION T2.2.15: FORM O: ESTIMATED MONTHLY EXPENDITURE

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

[illegible]

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

.....

.....

.....

Signature of person authorised to sign the tender:

Date:

SECTION T2.2.16: FORM P: ALTERATIONS BY TENDERER

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

[illegible]

Signature of person authorised to sign the tender:

Date:

SECTION T2.2.17: FORM Q: 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.

Company / Personal Details	
Registered Name	
Trading Name	
Tax Number	
VAT Number	
Title:	
Initials:	
First Name:	
Surname:	
Address Detail	
Payment Address	
(Compulsory if Supplier)	
Postal Code	
New Detail	
☐ New Supplier information	☐ Update Supplier information
Supplier Type:	☐ Individual
	☐ Department
	☐ Partnership
	☐ Company
	☐ Trust
	☐ CC
	☐ Other (Specify)
Department Number	

Supplier Account Details										
(Please note that this account MUST be in the name of the supplier. No 3rd party payments allowed).										
Account Name										
Account Number										
Branch Name										
Branch Number										
Account Type	Cheque Account Savings Account Transmission Account Bond Account Other (Please Specify)									
ID Number										
Passport Number										
Company Registration Number										
*CC Registration										
*Please include CC/CK where applicable										
Practise Number										
Bank stamp										
It is hereby confirmed that this details have been verified against the following screens ABSA -CIF screen FNB -Hogans system on the CIS4 STD Bank-Look-up-screen Nedbank - Banking Platform under the Client Details Tab										
When the bank stamps this entity maintenance form they confirm that all the information completed by the entity is correct.										
Contact Details										
Business										
	Area Code		Telephone Number				Extension			
Home										
	Area Code		Telephone Number				Extension			
Fax										
	Area Code		Fax Number							
Cell										
	Cell Code		Cell Number							
Email Address										
Contact Person:										
					PLEASE RETURN TO THE RELEVANT REGIONAL OFFICE THAT SUPPLIED THE FORM OR THE FOLLOWING ADDRESS:					
Supplier Signature										
Regional Office Sender										
Print Name										
Print Name										
Rank										
Date (dd/mm/yyyy)					Date (dd/mm/yyyy)					

SECTION T2.2.18: FORM R: DECLARATION CERTIFICATE FOR LOCAL LABOUR PARTICIPATION

1. Definitions

1.1 Targeted Labour

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

1.2 Target Group

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

1.3 Target Area

FOR THIS PROJECT, THE TARGET AREA IS DEFINED AS EMAKHAZENI LOCAL MUNICIPALITY WITHIN NKANGALA DISTRICT MUNICIPALITY IN MPUMALANGA PROVINCE.

1.4 Labour Maximisation

Labour maximisation shall contribute a minimum of 80%.

2. Conditions associated with the granting of preferences

The tenderer undertakes to:

- 1) engage one or more targeted labour in accordance with the provisions of the SANS 1914-4 as varied in section 3 hereunder;
- 2) accept the sanctions set out in Section 2 below, should such conditions be breached;
- 3) complete the Targeted Labour (CPG) calculation form contained in Section 5 below; and
- 4) complete the Supporting Contract Participation Goal Calculation contained in Section 6 below.

3. Variation to the targeted construction procurement specification SANS 1914-4

The variations to SANS 1914-4 are set out below. Should any requirements of the variations conflict with requirements of SANS 1914-4 the requirements of the variations shall prevail

Calculations shall be based as a % of targeted labour costs of the Tender Sum (excluding VAT) and not calculated in accordance with methods 1 or 2 in Annexure A of SANS 1914-4.

4. Sanctions

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

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

Where D = tendered Contract Participation Goal percentage.

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

P = Rand value of penalty payable

Tender Contract Participation Goal in respect of targeted labour

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

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

Signature:

Name:

Duly authorized to sign on behalf of:

Telephone:

Fax:

5. Supporting Targeted Labour (CPG) calculation

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

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

SIGNED ON BEHALF OF THE TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.19: FORM S: TENDERERS PERFORMANCE EVALUATION FORM
PROJECT PERFORMANCE EVALUATION FORM

Project Name of Tenderer: _____
Project name: _____
Project location: _____
Construction period: _____
Completion date: _____
Contract value: _____

A. Please evaluate the performance of the Tenderer on the above-mentioned project, on which you were the principal agent, by inserting a score rate of 0 to 5 with 0 being unacceptable rate and 5 being excellent rate in the relevant box below:

	REMARKS BY CONSULTANT/COMPANY LISTED BY THE CONTRACTOR AS REFERENCE
1. Project performance/ time management/ programming	
2. Quality of Workmanship	
3. Resources Personnel	
4. Resources Plant	
5. Financial management/ payment of subcontractors/ cash flows etc	

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments: _____

D. My contact details are:

Telephone: _____ Cell phone: _____
Fax: _____ E-mail: _____

Thus, signed at _____ on this _____ day of _____ 2024

Signature of principal agent

COMPANY STAMP

NOTE:

If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T2.2.20: FORM T: COMPULSORY ENTERPRISE QUESTIONNAIRE

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: CSD number:			
Section 5: Particulars of sole proprietors and partners in partnerships:			
Name*	Identity number*	Personal income tax number*	
<i>* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners</i>			
Section 6: Particulars of companies and close corporations			
Company registration number:			
Close corporation number:			
Tax reference number:			
Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.			
Section 8: SBD 6.1 issued by National Treasury must be completed for each tender and be attached as a tender requirement.			
The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:			
i) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is 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;			
iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;			
iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and			
iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.			
Signed		Date	
Name		Position	
Enterprise name			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**PART T1: PART C1: AGREEMENT AND
CONTRACT DATA**

C1.1 - FORM OF OFFER AND ACCEPTANCE

**FORM OF OFFER AND ACCEPTANCE
(AGREEMENT)**

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

APPOINTMENT OF A CONTRACTOR FOR THE DESIGN AND CONSTRUCTION OF ONE 64M² RESIDENTIAL HOUSE AT WAAIKRAAL PORTION 27 (A PORTION OF PORTION 16) IN EMAKHAZENI LOCAL MUNICIPALITY UNDER NKANGALA DISTRICT MUNICIPALITY IN MPUMALANGA PROVINCE.

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

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

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s) of duly authorised			
Name(s)			
Capacity			
THE TENDERER (Name of tenderer/Bidder)			
Address of tenderer/Bidder			
WITNESS: Name and signature of witness		Date	

ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work

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 as 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.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any 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 (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)			
Name(s)			
Capacity			
for the Employer			
	(Name and address of employer)		
Name and signature of witness		Date	

SCHEDULE OF DEVIATIONS

Notes:

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

1 Subject _____

Details _____

2 Subject _____

Details _____

Subject _____

Details _____

4 Subject _____

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder and the Employer during this process of offer and acceptance.

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

FOR THE TENDERER:

Signature(s) _____

Name(s) _____

Capacity _____

(Name and address of organisation)

Name and Signature
of Witness _____

Date _____

FOR THE EMPLOYER:

Signature(s) _____

Name(s) _____

Capacity _____

(Name and address of organisation)

Name and Signature
of Witness _____

Date _____

C1.2 - CONTRACT DATA

CONTENTS

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1. CONDITIONS OF CONTRACT

The conditions of contract are the General Conditions of Contract for Construction Works (2nd Edition 2010) published by the South African Institute of Civil Engineering, Private Bag X200, Halfway House, 1685, tel 011 805 5947.

The General Conditions of Contract 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.

Where applicable, items of data given here below are cross-referenced to the sub clause in the General Conditions of Contract to which they apply.

2. AMPLIFICATIONS OF THE GENERAL CONDITIONS OF CONTRACT

2.1 General

The following clauses amplify the General Conditions of Contract and highlight areas in this document that require specific attention.

2.2 Data Provided by the Employer

2.2.1 Defects Liability Period (CL 1.1.1.13)

The Defects Liability Period is **52 calendar weeks** calculated from the date of the Certificate of Completion.

2.2.2 Time for Practical Completion (CL1.1.1.14)

This clause shall apply *mutatis mutandis* to any portion or phase of the Works that may be described in the scope of Works or in the Contract Data or agreed subsequently between the Contractor and the Employer, and committed to writing.

The time for achieving Practical Completion is **12 weeks** calculated from the Commencement Date, excluding special non-working days.

2.2.3 Employer (CL 1.1.1.15)

The Employer is: "**Department of Agriculture, Land Reform and Rural Development**"

2.2.5 Delivery of Notices to the Employer (CL1.2.1.2)

The Employer's address for receipt of communications is:

Postal: 17 Van Rensburg Street, Bateleur Building, Nelspruit 1200
Telephone: 013 655 1000

2.2.6 Engineer (CL. 1.1.1.16)

'Engineer' means any person with specialized engineering skills who is appointed by the Employer

2.2.7 Delivery of Notice to Engineer (CL 1.2.1.2)

See clause 2.2.5

2.2.4 Pricing Strategy (CL 1.1.1.26)

The pricing strategy is the **Re-measurement Contract**.

2.2.8 Subcontracting (CL 4.4)

Delete the contents of Clause 4.4.1 and insert:

“The Contractor shall not subcontract more than 30 percent of the value of the Contract.”

2.2.9 Information in respect of Construction Equipment (CL 4.9.1)

The Contractor shall deliver to the Engineer, on a monthly basis, a detailed inventory of Construction Equipment kept on Site, full particulars given for each day of the month. Distinction shall be made between Owned Equipment and Hired Equipment as well as Equipment in working order and Equipment out of order. Such inventory shall be submitted by the seventh day of the month following the month to be reported.

2.2.10 Information in respect of Employees (CL 4.10.2)

The Contractor shall deliver to the Engineer, on a monthly basis, a return in detail of supervisory staff and the number of categorized classes of labour employed each day for the said period by the Contractor for execution of the Contract. Such return shall be submitted by the seventh day of the month following the month to be reported.

2.1.11 Contractor's Superintendence (CL 4.12)

Add the following sub-clause 4.12.4 to Clause 4.12:

“Where a form is included in the Appendix to the Contract Data for this purpose, the Bidder shall fill in the name of the person he proposes to entrust with the post of Contractor's Site Agent on this Contract in the space provided therefor. Previous experience of this person on work of a similar nature during the past five (5) years is to be entered in the list.

The Contractor's Site Agent shall be on Site at all times when work is being performed.

The person as approved of by the Engineer in writing shall not be replaced or removed from Site without the written approval of the Engineer.”

2.2.12 Documentation required before Commencement with Works Execution (CL 5.3.1)

The documentation required before commencement with Works execution is:

- a) Health and Safety Plan (refer to CL 4.3)
- b) Initial Programme (Refer to CL 5.6)
- c) Security (Refer to CL 6.2.1 and CL 6.2.3)
- d) Insurance (Refer to CL 8.6)

2.2.13 Time to Submit the Documentation (CL 5.3.2)

The time to submit the documentation required before commencement with Works execution is **14 days**.

2.2.14 Access Not Exclusive (CL 5.4.2)

Where access and possession of the Site is not exclusive to the Contractor as other construction activities might be executed concurrently by independent Contractors or bodies under separate Contracts entered into with the Employer, this Clause shall apply.

The Contractor shall ensure that neither his operations nor his employees shall interfere with or hinder the operations of the Employer or of other Contractors and he shall indemnify the Employer against all claims arising through default of this requirement.

The Contractor shall hand over portions of the Site of Works (whether completed or not), or completed portions of Works, to these Contractors when required by the Employer. The Contractor shall cause no interference with or delays in the execution of these Contracts.

No discount or commission for the Contractor is allowed on these contracts and it will be assumed that he has fully allowed in the Contract Price for the presence of these contractors on Site. Any service rendered or assistance given by the Contractor to these contractors save as are contained in the Works Specifications, shall be for their accounts only and the Employer shall in no way be responsible to the Contractor for any payments in this respect.

The Contractor shall protect all existing services and all work being carried out and structures being erected on the Site by other contractors. Any damage caused to these services or structures or any obstructions or hindrance caused to other contractors by the Contractor and claims arising there from will be the sole responsibility of the Contractor.

Any repair work shall be carried out at the Contractor's expense, in conformity with the Works Specifications.

The same obligations shall be imposed on the Employer and on other Contractors in respect of the Works being executed under this Contract.

2.2.15 Programme (CL 5.6)

Add the following sub-clause 5.6.6 to Clause 5.6:

"Failure on the part of the Contractor to deliver to the Engineer, the

- programme of the Works in terms of Clause 5.6.1 and
- supporting documents in terms of Clause 5.6.2

within the period stated in the Contract Data, shall be sufficient cause for the Engineer to retain 25 percent of the value of the Fixed Charge and Value-related items in assessment of amounts due to the Contractor, until the Contractor has submitted aforementioned first Programme of the Works and Supporting Documents".

2.2.16 Non-working Days (CL 5.8.1)

- a) The non-working days are Sundays.
- b) The special non-working days are statutory public holidays and the year-end break commencing on 10 December 2021 and ending on 10 January 2022.

2.1.17 Contractor's Designs and Drawings (CL 5.9.7)

Add to Clause 5.9.7 the following:

"All designs, calculations, drawings and operation and maintenance manuals shall be fully endorsed by a third party registered engineer, accomplished in such specific field of practice and the cost thereof shall be borne solely by the Contractor.

Once the alternative design has been approved, the Contractor shall indemnify and hold harmless the Engineer, the Employer, their agents and assigns, against all claims howsoever arising out of the said design, whether in contract or delict".

2.2.18 Extension of Time Arising from Abnormal Rainfall (CL 5.12)

Add the following to sub-clause 5.12.2.2:

“The extension of time to be allowed due to abnormal rainfall shall be calculated separately for each calendar month or part thereof in accordance with the following formula:

$$V = (Nw - Nn) + \frac{Rw - Rn}{x}$$

V = Extension of time in calendar days for the calendar month under consideration

Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded

Nn = Average number of days for the calendar month on which a rainfall of 10 mm or more has been recorded, as derived from existing rainfall records

Rw = Actual recorded rainfall for the calendar month

Rn = Average rainfall for the calendar month, as derived from existing rainfall records

x = 20

Average number of days per year with rainfall exceeding:

Y = 10mm

X = 15mm

The factor (Nw - Nn) shall be considered to represent a fair allowance for days during which rainfall exceeds 10 mm and the factor (Rw - Rn)/x shall be considered to represent a fair allowance for those days when rainfall does not exceed 10 mm but wet conditions prevent or disrupt work.

The total extension of time shall be the algebraic sum of all monthly totals for the contract period, but if the algebraic sum is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for a part of a month shall be calculated using pro rata values of Nn and Rn.”

2.2.19 Penalty for Delay (CL 5.13.1)

The penalty for failing to complete the Works is: R 3 800.00 of the offered total of prices excluding VAT per calendar day.

2.2.20 Latent Defect Period (CI 5.16.3)

The latent defect period is **5 years**.

2.2.21 Delivery of Security (CL 6.2.1)

The type of security required for the due performance of the Contract shall be restricted to one of the following:

Performance Guarantee of **10 (ten) percent of the Contract Sum**, issued by a Commercial Bank registered in the Republic of South Africa,
or

Performance Guarantee of 10 (Ten) percent of the Contract Sum, issued by an Insurance Company registered in terms of the Short-term Insurance Act (Act 53 of 1998).

Whenever a Joint Venture constitutes the contracting party (Contractor) to this Contract, the Performance Guarantee shall be issued on behalf of the Joint Venture.

2.2.22 Contractor Failing to Select or Provide Security (CL 6.2.2)

Delete the entire contents of Clause 6.2.2 and replace with:

“Failure to deliver an acceptable security as selected in the Contract Data within the stipulated period is a fundamental breach of Contract”.

2.2.23 Variations (CL 6.3)

Omit the words “Provided that” under Clause 6.3.2 and omit Clause 6.3.2.1.

Add the following to the existing clause

Any Contract Variations must be approved by the Department in line with the Departmental Approved Supply Chain Management Delegation of Authority.

Contingencies: Contingencies are under the sole control of the Department and upon approval in line with the Departmental Approved Supply Chain Management Delegation of Authority.

2.2.24 Dayworks (CL 6.5.1.2.3)

The percentage allowance to cover overhead charges is **15 (fifteen) percent**.

2.2.25 Contract Price Adjustment (CL 6.8.2)

CPA not allowed.

2.2.26 Variation in Cost of Special Materials (CL 6.8.3)

Price adjustments for variations in the costs of special materials **are not permitted**.

2.2.27 Interim Payments (CL 6.10)

Add to the end of Clause 6.10.1 the following paragraph:

“The Contractor shall complete the ‘Contractor’s Monthly Report Schedule’, which pro forma documentation is obtainable from the Engineer. Pursuant to Sub-Clause 6.10.1.8, these, duly signed by all concerned, together with the Contractor’s statement and a VAT invoice in original format are to be submitted to the Engineer. Issue by the Engineer to the Employer and Contractor of any signed payment certificate is conditional to this information being fully endorsed, accurately and timeously submitted to the Engineer”.

Add to the end of Clause 6.10.2 the following paragraph:

“All documentary evidence of such materials shall be unambiguous with respect to ownership having fully passed to the Contractor on or before the date of submittal of the Contractor’s monthly statement.

Should the Contractor fail to supply unambiguous documentary evidence, he shall, prior to submittal of his monthly statement, deliver to the Employer a Guarantor Guarantee in the form contained in the Appendices to the Contract Data.”

2.2.28 Percentage Limit on Plant and Materials (CL 6.10.1.5)

The percentage limit on Plant and Materials not yet built into the Permanent Works is **80 (eighty) percent**.

2.2.29 Retention Money (CL 6.10.3)

The percentage retention on amounts due to the Contractor is **10 (ten) percent**.

The limit of retention money is **5 (FIVE) percent** of the Contract Sum.

Add the following sub-clause 6.10.3.1:

A Retention Money Guarantee is **not permitted**.

2.2.30 Insurances (CL 8.6)

Delete sub-clause 8.6.7) and substitute with:

“Failure on the part of the Contractor to effect and keep in force any of the insurances referred to in Clause 8.6.1 and its sub-clauses, is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2.”

2.2.31 Special Risks Insurance (CL 8.6.1.2)

A Coupon Policy for Special Risks is **required**.

2.2.32 Liability Insurance (CL 8.6.1.3)

The limit of indemnity for liability insurance required is **R15 000 000.00**.

2.2.33 Insurance of Materials Supplied by the Employer (CL 8.6.1.1.2)

The insurance amount to cover the value of Plant and Materials, supplied by the Employer for incorporation in the Works and not included in the Contract Sum, is **NIL**.

2.2.34 Insurance to Cover Professional Fees (CL 8.6.1.1.3)

The insurance amount to cover professional fees, not included in the Contract Sum, payable in respect of the repair or reinstatement of damage to the Works, is **NIL**.

2.2.35 Cancellation of the Contract (CL9)

Alter the numbering of:

Clause 9.1.5 to 9.1.6 to Clause 9.1.6 and 9.1.7 respectively.

Insert the following new clause 9.1.5.

“The Employer shall be entitled to cancel the Contract, at any time for the Employer’s convenience, by giving written notice of such cancellation to the Contractor. The termination shall take effect 28 days after the later of the dates which the Contractor receives this written notice or the Employer returns the Demand Guarantee.

The Employer shall not cancel the Contract under this sub-clause in order to execute the Works himself or to arrange for the Works to be executed by another contractor.

This restriction on the Employer shall lapse 18 months after the date of receipt by the Contractor of cancellation in terms of this sub-clause”.

2.2.36 Dispute Resolution (CL 10.5.2)

Dispute resolution shall be referred to **ad-hoc adjudication**.

2.2.37 Disagreement with ad-hoc Adjudicator's Decision (CL 10.6.1)

Should either of the contracting parties disagree with any decision of the ad-hoc adjudicator, such matter shall be referred to litigation for **court judgement**.

2.2.38 Claims Procedure (Clause 10.1)

In sub-clause 10.1.1.1 omit the words, "within 28 days" and replace with the words "as soon as possible but no later than 7 days".

In sub-clause 10.1.1.2, 10.1.1.2.1, 10.1.1.3, 10.1.2 and 10.1.4 omit the words "28 days" and replace with the words "7 days".

3. DATA PROVIDED BY THE CONTRACTOR

3.1 Contractor (CL 1.1.1.9)

The legal name of the Contractor is _____

3.2 Delivery of Notices to the Contractor (CL 1.2.1.2)

The Contractor's address for receipt of communication is:

Postal: _____

Telephone: _____

Facsimile: _____

E-mail: _____

Important Note

Paragraphs 3.3.1 and 3.3.2 hereabove to be duly completed by the **Tenderer before submitting the tender**.

4. PRIORITY OF DOCUMENTS

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purpose of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a) The Form of Offer and Acceptance.
- b) Amplifications of the General Conditions of Contract within the Contract Data.
- c) Additional special conditions or amendments to the General Conditions of Contract within the Contract Data.
- d) The General Conditions of Contract.

- e) The Specifications, Drawings, Schedules and other documents forming part of the Contract (in that order) contained in the Scope of Work and the Site Information.

If any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.

APPENDIX TO CONTRACT DATA

PERFORMANCE GUARANTEE

(not to be completed at bid stage)

To: (whom the Contract defines as the Employer)

Address:

.....

.....

DEFINITIONS AND DETAILS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Engineer" means:

"Works" means:

"Site" means:

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

The description of the Contract is:

.....

.....

"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:

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligations under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 4.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 4; or
 - 4.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 4; and
 - 4.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
5. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 shall not exceed the Guarantor's maximum liability in terms of 1.
6. Payment by the Guarantor in terms of 4 shall be made within seven (7) calendar days upon receipt of the first written demand by the Employer.
7. Payment by the Guarantor in terms of 4 will only be made against the return of the original Performance Guarantee by the Employer.
8. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
9. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
10. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
11. This Performance Guarantee, with the required demand notices in terms of 4 shall be regarded as a liquid document for the purposes of obtaining a court order.
12. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act 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)

.....	
Print Name	Capacity

Guarantor's signatory (2)

.....	
Print Name	Capacity

.....	
Witness signatory (1)	Print Name

.....	
Witness signatory (2)	Print Name

PERFORMANCE GUARANTEE FOR MATERIALS AND EQUIPMENT NOT YET BUILT INTO THE WORKS
(not to be completed at bid stage)

To:

.....

.....

(hereinafter referred to as the Employer)

re: Demand Guarantee in respect of the project :

Contract No. :

For construction of :

Contractor :

I/We, the undersigned,

.....

and

.....

of

.....

(hereinafter referred to as the "Bank")

address:

.....

.....

and acting on behalf of the Bank have been informed that

(hereinafter called "the Contractor") is your contractor under such Contract and wishes to receive payment in respect of manufacture or partial manufacture of equipment and/or materials brought in a ready state for despatch to the construction site, whether temporarily stored in the warehouse of the Contractor or on the Construction Site, for which the Contract requires him to obtain a guarantee.

We hereby irrevocably undertake to pay you, the Employer, any sum or sums not exceeding in total the amount of R..... (in words only) the "Guaranteed Amount" upon receipt by us of your demand in writing and your written statement stating:

- that the Contractor has failed to deliver such equipment and/or materials when required or instructed to do so.

The Bank's liability under this guarantee is principal in nature and is not subject to the Contract. The Bank's liability shall not be reduced, or in any way be affected by any alteration of the terms of the Contract, or any other arrangements made between the Employer and Contractor.

The Bank will pay on demand and will not determine the validity of the demand or the correctness of the amount demanded, or become party to any claim or dispute of any nature which any party may allege.

The Bank will pay the amount demanded into the bank account to be notified by the Employer.

This guarantee is neither negotiable nor transferable, is restricted to the payment of a sum of money only and is limited to the Guaranteed Amount.

This guarantee will lapse sixty (60) days after all the said equipment and/or materials have been built into the Works unless the Bank is, before the expiration date, advised in writing by the Employer of his intention to demand payment for such equipment and/or materials.

This original guarantee must be returned to the Bank by the Employer or the Employer's duly authorised agent either:

- on expiry of the guarantee; or
- against payment of the Guaranteed Amount.

This guarantee shall be governed by the law of the Republic of South Africa.

The Bank chooses as its domicilium citandi et executandi for the purpose of the service of all notices and legal processes the following address:

THUS DONE AND SIGNED AT ON 20.....

In the presence of the following:

AS WITNESSES:

on behalf of the Bank and duly authorised thereto

1.

1.

.....
Print Name

.....
Print Name

and

on behalf of the Bank and duly authorised thereto

2.

2.

.....
Print Name

.....
Print Name

PART C2: PRICING DATA

C2.1 – PRICING INSTRUCTIONS

CONTENTS

<u>Item</u>	<u>Heading</u>	<u>Colour</u>	<u>Page</u>
C2.1	Pricing Instructions	Yellow	99
C2.2	Bills of Quantities	Yellow	104

1. **GENERAL**

The pricing instructions describe the criteria and assumptions for which in the Contract it will be assumed the Tenderer has taken into account when developing his prices. The schedules of quantities record the Contractor's rates for providing supplies, services, engineering and construction works in accordance with the Scope of Work.

The terms of payment and the provisions for price adjustment, if applicable, are established in the Contract Data. These items are not described in the Pricing Data.

The Tenderer's obligations in pricing the tender offer and the Employer's undertakings in the checking and correction of arithmetical errors are dealt with in the Standard Conditions of Tender contained in Annexure F of SANS 294, as amended in and read in conjunction with the Tender Data.

2. **DOCUMENTS MUTUALLY EXPLANATORY**

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

3. **DEFINITIONS**

For the purpose of this schedule of quantities, the following words shall have the meanings hereby assigned to them:

Unit	:	The unit of measurement for each item of work as defined in the Scope of Work and Site Information.
Quantity	:	The number of units of work for each item.
Rate	:	The payment per unit of measurement at which the Contractor contracts to do the work.
Amount	:	The product of the quantity and the rate tendered for an item.
Sum	:	An amount contracted for an item, the extent of which is described in the schedule of quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

4. **DESCRIPTIONS**

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

5. REFERENCES

The clauses in a specification in which further information regarding the schedule item can be obtained appear under “Reference clause” in the Schedule. The reference clauses indicated are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, e.g. G for SABS 1200G.

6. UNITS OF MEASUREMENT

The units of measurement indicated in the schedule of quantities are metric units.

The following abbreviations are used in the schedule of quantities:

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

7. NET MEASUREMENTS

Unless otherwise stated, items are measured nett in accordance with the drawings, and no allowance is made for off-cuts and waste.

8. QUANTITIES

The quantities set out in the schedule of quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work accepted and certified for payment.

9. CURRENCY

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

10. VALUE ADDED TAX

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

11. RATES AND PRICES

11.1 General

- 1) The Contractor must price each item in the schedule of quantities in BLACK INK. Reproduced computer printouts of the schedules of quantities will not be acceptable.
- 2) The rates and prices to be inserted in the schedule of quantities shall cover all the services and incidentals for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted, as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- 3) Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Data, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts contracted for the items scheduled in the schedule of quantities. Separate additional payments will not be made.
- 4) A price or rate is to be entered against each item in the schedule of quantities, whether the quantities are stated or not. An item against which a NIL price is entered will be considered to be covered by the other prices or rates in the schedule. The Contractor will not be paid for items against which no rate or lump sum has been entered in the schedule of quantities.

- 5) Should the Contractor group a number of items and contract one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.
- 6) Should the Contractor indicate against any item that compensation for such item is included in another item, the rate for the item included in another item shall be deemed nil.
- 7) A submission may be regarded as non-responsive if any rates or lump sums in the schedule of quantities are, in the opinion of the Employer, unreasonable or out of proportion.

11.2 “Rate only” items

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

11.3 Arithmetic

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

12. VARIATION IN TEXT

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

SECTION A : GENERAL						
ITEM No.	PAY REF.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SABS 1200A	SECTION A1: GENERAL REQUIREMENTS AND PROVISIONS				
1.1	8.3	<u>FIXED CHARGE AND VALUE-RELATED ITEMS</u>				
1.1.1	PSA 8.3.1.1	Fixed Preliminary and General charges	Sum	1		
1.1.2	PSA 8.3.1.2	Value related Preliminary & General charges	Sum	1		
	8.3.2	<u>Establishment of facilities on site</u>				
1.2	8.3.2.2	<u>Facilities for Contractor</u>				
1.2.1		a) Offices and storage sheds	Sum	1		
1.2.2		e) Ablution and latrine facilities	Sum	1		
1.2.3		f) Tools and equipment	Sum	1		
1.2.4		g) Water supply, electricity and communication	Sum	1		
1.2.5		h) Security	Sum	1		
1.2.6		i) Temporary Access roads	Sum	1		
1.2.7		j) Plant	Sum	1		
1.2.8		k) Occupational Health and Safety				
		(i) Preperation of Health and Safety Plan	Sum	1		
		(ii) Compilation of a Risk Assessment prior to construction	Sum	1		
		(iii) Health and Safety Induction Training of employees	Sum	1		
		(iv) Compilation and the keeping up to date of a Health and Safety file , which shall include all	month	3		
		(v) Implementation of the Health and Safety Plan over the entire construction period	month	3		
		(vi) Provision of Safety Gear as per OHS ACT	Sum	1		
		(vii) Medical assessment of employees	Sum	1		
1.2.9	8.3.3	Other fixed charge obligations	Sum	1		
1.2.10	8.3.4	Removal of site establishment	Sum	1		
TOTAL CARRIED FORWARD						

SECTION A : GENERAL

ITEM No.	PAY REF.	DESCRIPTION	UNIT	BILL		
			QUANT.	RATE	AMOUNT	
TOTAL BROUGHT FORWARD						
1,3	8,4	TIME RELATED ITEMS				
1.3.1	PSA 8.4.1	Time related Preliminary & General charges	Sum	1		
1,4	8.4.2	Operation and Maintenance of Facilities on Site, for Duration of Construction, except where otherwise stated				
	8.4.2.2	Facilities for Contractor				
1.4.1		a) Offices and storage sheds	Sum	1		
1.4.2		e) Ablution and latrine facilities	Sum	1		
1.4.3		f) Tools and equipment	Sum	1		
1.4.4		g) Water supply, electricity and communication	Sum	1		
1.4.5		h) Security	Sum	1		
1.4.6		i) Temporary Access Road	Sum	1		
1.4.7		j) Plant	Sum	1		
1.4.8	8.4.3	Supervision for duration of construction	Month	4,0		
1.4.9	8.4.4	Head Office overhead costs	Sum	1		
1.4.10	8.4.5	Other time-related obligations				
		a) General	month	3		
		b) Survey and setting out costs	Sum	1		
		c) Compensation to CLO appointed from local community	month	3		
1,5	8,5	SUMS STATED PROVISIONALLY BY ENGINEER				
1.5.1	PSA 8.5.2	a) Tests as requested by Engineer	PC	1	R 5 000,00	
1.5.2	PSA 8.5.2	b) Profit and attendance charges on 1.5.1	%	10,0%	R 5 000,00	
1.5.3		c)NHBC registration fees	PC	1	R 7 000,00	
1.5.4		d) Profit and attendance charges on 1.5.3	%	10,0%	R 5 000,00	
1.5.5		e)Specialist foundation for poor soil condition	PC	1,00	R 20 000,00	
1.5.6		f) Profit and attendance charges on 1.5.5	%	10,0%	R 0,00	
1.5.7		PROVISION OF PROFESSIONAL SERVICE TEAM	PC	1	R 250 000,00	
		b) Profit and attendance charges on 1.5.7	%	10,0%		
1.5.8		(a) Geotechnical investigation 1 housing unit	PC	1	R 100 000,00	
		Handling cost	%	0,1		
		(b) Undertaking topographical survey and pegging for 1 House	PC	1	R 75 000,00	
		Handling cost	%	0,1		
TOTAL CARRIED TO SUMMARY						

ITEM NO.	DESCRIPTION	Unit	QTY	Rate	Amount
	SECTION NO.2				
	SUPPLEMENTARY PREAMBLES				
	Items, materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required. Items, materials or other approved may be used with prior approval from the architect				
2.1	EARTHWORKS (PROVISIONAL)				
	SITE CLEARANCE ETC				
	<u>Site Clearance</u>				
2.1.1	Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc and trees not exceeding 200mm girth	m2	124,00		
	REMOVAL OF TREES ETC				
	<u>Cutting down and removing, grubbing up roots and filling in holes</u>				
2.1.2	Tree exceeding 200mm and not exceeding 500mm girth	No	Rate only		
2.1.3	Tree exceeding 500mm and not exceeding 1000mm girth	No	1,00		
2.1.4	Tree exceeding 1500mm and not exceeding 2000mm girth	No	Rate only		
	EXCAVATION, FILLING, ETC				
	<u>Excavation in earth not exceeding 2m deep</u>				
2.1.5	Reduced levels under floors	m3	9,75		
2.1.6	Trenches	m3	17,63		
TOTAL SECTION 2 CARRIED FORWARD					

ITEM NO.	DESCRIPTION	Unit	QTY	Rate	Amount
TOTAL BROUGHT FORWARD					
	<u>Extra over trench and hole excavations in earth for excavation</u>				
2.1.7	Soft rock	m3	4,70		
2.1.8	Hard rock	m3	2,34		
	<u>Extra over all excavations for carting away</u>				
2.1.9	Surplus material from excavations and / or stockpiles on site to a dumping site to be located by the contractor	m3	1,48		
	<u>Risk of collapse</u>				
2.1.10	Allow for the risk of collapse to sides of excavation from ground level not exceeding 1,5 m deep.	m2	70,54		
2.1.11	Keeping excavations free of water:				
2.1.12	Keeping excavations free of water by pumping and bailing.	Item	1,00		
	FILLING, ETC:				
	<u>Earthfilling with material excavated and stockpiled on site, compacted to 93% Mod ASSHTO in 150mm layers</u>				
2.1.13	Under floors, steps, pavings, etc	m3	17,22		
	Backfill in trenches	m3	7,73		
	<u>Prescribed density tests on filling</u>				
2.1.14	Modified AASHTO Density test	No	2,00		
	SOIL POISONING				
	<u>Soil insecticide in accordance with SANS 5859</u>				
2.1.15	Under floors, pavings, etc. including forming and poisoning shallow furrows against foundation walls etc., filling in furrows and ramming.	m2	14,35		
2.1.16	To bottoms and sides of foundations	m2	97,67		
TOTAL SECTION 2 CARRIED FORWARD					

ITEM NO.	DESCRIPTION	Unit	QTY	Rate	Amount
TOTAL BROUGHT FORWARD					
2.2	CONCRETE, FORMWORK AND REINFORCEMENT (PROVISSIONAL) REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES 25 MPa/19 mm concrete				
2.2.1	Strip foundations	m3	6,69		
2.2.3	Surface beds cast on waterproofing	m3	5,74		
2.2.4	In aprons cast in panels	m3	2,80		
	TEST BLOCKS Making and testing 150 x 150 x 150mm concrete strength test cube	No	6,00		
	CONCRETE SUNDRIES <u>Finishing top surfaces of concrete to an evenly ribbed non-slip surface</u>				
2.2.6	Surface beds, slabs, etc	m2	57,41		
	REINFORCEMENT <u>Mild steel reinforcement to structural concrete work</u>				
2.2.7	8mm Diameter bars.	t	0,13		
	<u>High tensile steel reinforcement to structural concrete work</u>				
2.2.8	12mm Diameter bars.	t	0,25		
	<u>Fabric reinforcement</u> Type 193 fabric reinforcement in concrete surface beds	m2	57,41		
2.2.9					
TOTAL SECTION 2 CARRIED FORWARD					

ITEM NO.	DESCRIPTION	Unit	QTY	Rate	Amount
TOTAL BROUGHT FORWARD					
2.3	MASONRY SUPPLEMENTARY PREAMBLES <u>BRICKWORK</u> Sizes in descriptions Where sizes in descriptions are given in brick brick" shall represent the length and "half brick" the width of a brick <u>BLOCKWORK</u> <u>Concrete masonry units</u> Blocks are to be solid dense concrete masonry units having a compressive strength of 10Mpa Blockwork shall comply with SANS 10145 "Concrete Masonry Construction" Surfaces to be plastered shall have joints raked out to a depth of at least 10mm to provide a key. Cavities of hollow walls shall be kept free of mortar droppings or other undesirable matter. Every second perpend of the bottom course of the external skin of hollow walls shall be left open as a weep hole Standard complementary blocks Descriptions of blockwork shall be deemed to include standard complementary blocks such as corner, three-quarter, half and quarter blocks required in the construction of corners, reveals, jambs, ends, etc to solid and hollow walls and for bonding as necessary				
TOTAL SECTION 2 CARRIED FORWARD					

ITEM NO.	DESCRIPTION	Unit	QTY	Rate	Amount
TOTAL BROUGHT FORWARD					
	<u>FOUNDATIONS (PROVISIONAL)</u>				
	Brickwork of NFP bricks				
2.3.1	220mm brick walls	m2	26,76		
2.3.2	115mm brick walls.	m2	15,82		
	<u>SUPERSTRUCTURE</u>				
	Brickwork of NFX bricks (14 MPa nominal compressive strength) in class II mortar				
2.3.3	160mm brick walls	m2	67,00		
2.3.4	160mm brick walls above wall plate level	m2	7,66		
2.3.5	160mm brick walls in beamfilling	m2	4,79		
	Brickwork of NFP bricks in class II mortar				
2.3.6	115mm brick walls.	m2	43,92		
TOTAL SECTION 2 CARRIED FORWARD					

ITEM NO.	DESCRIPTION	Unit	QTY	Rate	Amount
TOTAL BROUGHT FORWARD					
	BRICKWORK SUNDRIES				
	<u>2,8mm Brick reinforcement</u>				
2.3.7	57mm 'Brickforce' into walls	m	276,38		
2.3.8	100mm 'Brickforce' into walls	m	671,95		
	<u>Prestressed fabricated lintels</u>				
2.3.9	110 x 75 mm Lintels in lengths not exceeding 4m	m	24,00		
	<u>Turning pieces</u>				
2.3.10	Turning piece not exceeding 300mm wide	m	1,00		
	<u>30 x 1.6mm Galvanised hoop iron ties, etc</u>				
2.3.11	30 x 1.6mm Galvanised hoop iron ties, etc, 3m long)	No	2,57		
	<u>FIBRE-CEMENT WINDOW SILLS</u>				
	<u>Natural grey sills in single lengths bedded in class 2 mortar including metal fixing lugs etc</u>				
2.3.12	15 x 150mm Wide sills set flat and slightly projecting	m	10,00		
TOTAL SECTION 2 CARRIED FORWARD					

ITEM NO.	DESCRIPTION	Unit	QTY	Rate	Amount
TOTAL BROUGHT FORWARD					
	WATERPROOFING				
	<u>DAMPPROOFING OF WALLS AND FLOORS</u>				
	<u>One layer of 375 micron "Plastic Brikgrip DPC" embossed damp proof course</u>				
2.4.1	In/ Under walls	m2	8,60		
	<u>One layer of 250 micron "Plastics Gunplas USB Green" waterproof sheeting sealed at laps with "Gunplas Pressure Sensitive Tape"</u>				
2.4.2	Under surface beds	m2	57,41		
TOTAL SECTION 2 CARRIED FORWARD					

ITEM NO.	DESCRIPTION	Unit	QTY	Rate	Amount
TOTAL BROUGHT FORWARD					
2.5	ROOF COVERINGS ETC				
	For preambles see "Model Preambles for Trades"				
	SUPPLEMENTARY PREAMBLES				
	Straight cutting				
	Descriptions of all roof coverings are deemed to include for all straight cutting				
	PROFILED METAL SHEETING AND ACCESSORIES				
	<u>0,47mm IBR profile sheeting with Chromadek finish on one side in colour "rain forest", fixed to timber purlins</u>				
2.5.1	Roof coverings with 28 degrees pitch	m2	80,17		
2.5.2	Ridge cappings 375mm girth	m	10,32		
	ROOF AND WALL INSULATION				
	<u>Multi-layered reinforced double-sided aluminium foil sheeting in accordance with SANS 1381-4 with a mass of not less than 293g/m² and a Class I fire rating in accordance with SANS 0177-3</u>				
2,5,3	Insulation laid taut over purlins (at approximately 800mm centres) and fixed concurrent with roof covering, including taped laps and nylon straining wires	m2	73,68		
TOTAL SECTION 2 CARRIED FORWARD					

ITEM NO.	DESCRIPTION	Unit	QTY	Rate	Amount
TOTAL BROUGHT FORWARD					
2.6	CARPENTRY AND JOINERY SUPPLEMENTARY PREAMBLES Particle board Particle board shall comply with the following specifications: a) SABS 1300 Particle board: exterior and flooring type b) SABS 1301 Particle board: interior type Joinery Descriptions of frames shall be deemed to include frames, <u>transomes, mullions, rails, etc</u> Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes Fixing Items described as "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete <u>Decorative laminate finish</u> <u>Laminate finish shall be glued under pressure. Edge strips shall be butt jointed at junctions with adjacent similar finish</u>				
TOTAL SECTION 2 CARRIED FORWARD					

ITEM NO.	DESCRIPTION	Unit	QTY	Rate	Amount
TOTAL BROUGHT FORWARD					
	ROOFS, ETC				
	<u>PLATE NAILED TIMBER ROOF TRUSS CONSTRUCTION ETC</u>				
	<u>Sawn softwood</u>				
2.6.1	50 x 76mm Purlins	m	81,84		
2.6.2	38 x 114mm Wall plates	m	18,63		
2.6.3	36 x 73mm Longitudinal Bracing	m	16,63		
2.6.4	Doupple pitched howe truss or simillar (3850mm rafters x 6715mm span x 1215mm high) with 300mm eaves projected both sides	No	9,00		
	<u>Sundries</u>				
2.6.5	Two coats creosote on sawn timbers	m²	7,50		
2.6.6	90 x 12mm Bolt and Nut. With 40mm Washer	no	135,00		
	EAVES, VERGES, ETC				
	<u>Everite medium density plain nutec-cement</u>				
2.6.7	12 x 225mm Fascia with plastic H-profile joint strips, screwed timber with brass screws	m	20,64		
2.6.8	275 x 80mm L-shaped bargeboard with plastic H-profile joint strips, screwed to timber with brass screws	m	15,50		
	<u>SKIRTINGS</u>				
2.6.9	19 x 76 mm Rounded skirting plugged to walls including 19 mm quadrant bead planted on including mitres, etc.	m	78,80		
TOTAL SECTION 2 CARRIED FORWARD					

ITEM NO.	DESCRIPTION	Unit	QTY	Rate	Amount
TOTAL BROUGHT FORWARD					
	DOORS ETC.				
	<u>Wrought white oak doors hung to timber frames</u>				
2,6,10	40mm Solid hardwood door 813 x 2032mm high, formed of 40 x 110mm top rail and stiles, 20 x 150mm bottom ledge and 20 x 75mm tongued, grooved and v-jointed both sides vertical boarding fixed in and including grooves in styles and top rail.(D1)	No	2,00		
2.6.11	40mm timber hollow core doors with 3.2 tempered hard board facings and tow h/wood edge strips hung to steel frames door size 813 x 2032mm high. (D2)	No	12,00		
	<u>FITTINGS</u>				
	CUPBOARDS TO KITCHENS, BEDROOMS, ETC				
2.6.12	Sink cupboard type 900 x 560 X 720mm high with sides, bottom, divisions, shelf, back and double hinged doors (sink elsewhere)	No	1,00		
2.6.13	Laminated kitchen counter top 2700 x 600 x38mm	No	1,00		
TOTAL SECTION 2 CARRIED FORWARD					

ITEM NO.	DESCRIPTION	Unit	QTY	Rate	Amount
TOTAL BROUGHT FORWARD					
2,7	CEILINGS ETC				
	SUPPLEMENTARY PREAMBLES				
	Descriptions:				
	Items described as "nailed" shall be deemed to be fixed with				
	hardened steel nails or pins or shot pinned to brickwork or concrete				
	Items described as "plugged" shall be deemed to include				
	screwing to fibre, plastic or metal plugs at not exceeding				
	600mm centres, and where described as "bolted" the bolts				
	have been given elsewhere				
	NAILED UP CEILINGS				
	<u>4,6mm Fibre-cement plain ceiling boards with 4 x 50mm</u>				
	<u>cover strips over joints</u>				
2,7,1	Ceilings including 38 x 38mm sawn softwood brandering at 500mm centres and cross brandering at 500mm centres	m2	57,41		
	<u>Gypsum plasterboard cornices</u>				
2,7,2	50mm Coved cornice	m	82,20		
TOTAL SECTION 2 CARRIED FORWARD					

ITEM NO.	DESCRIPTION	Unit	QTY	Rate	Amount
TOTAL BROUGHT FORWARD					
2,8	IRONMONGERY PRICES Prices are to include for fixing to hardwood, softwood or pressed steel door frames The following items are for taking delivery, unpacking and fixing only. The cost to supply the items is covered elsewhere in a Prime Cost Amount HINGES, BOLTS, ETC <u>SABS Approved</u>				
2,8,1	100mm steel hinge with double steel washers LOCKS, ETC <u>SABS Approved</u>				
2,8,2	Three lever mortice upright lockset with satin chrome furniture	No	2,00		
2,8,3	Two lever mortice upright lockset with satin chrome furniture	No	4,00		
TOTAL SECTION 2 CARRIED FORWARD					

ITEM NO.	DESCRIPTION	Unit	QTY	Rate	Amount
TOTAL BROUGHT FORWARD					
2,9	METALWORK				
	PRESSED STEEL DOOR FRAMES				
	<u>1,2mm galvanised steel Double rebated frames suitable for half brick walls</u>				
2.9.1	Frame for door 813 x 2 032mm high	No	6,00		
	STEEL WINDOWS, DOORS, ETC				
	<u>Galvanised steel residential windows with heavy duty solid brass ironmongery, including silicon sealant to all sides of window</u>				
2.9.3	Window Type ND511F	No	1,00		
2.9.4	Window Type ND54F	No	4,00		
2.9.5	Window Type NE1	No	1,00		
2.9.6	Window Type TD75	No	1,00		
TOTAL SECTION 2 CARRIED FORWARD					

ITEM NO.	DESCRIPTION	Unit	QTY	Rate	Amount
TOTAL BROUGHT FORWARD					
2.10	PLASTERING SCREEDS, ETC: <u>Cement sand screeds on concrete</u>				
2,10,1	25 mm Thick on floors	m2	57,41		
	INTERNAL PLASTER <u>Cement plaster steel trowelled, on brickwork to a smooth surface with a steel trowel</u>				
2,10,2	On walls	m2	166,94		
2,10,3	On walls in narrow widths (Reveals)	m2	1		
TOTAL SECTION 2 CARRIED FORWARD					

ITEM NO.	DESCRIPTION	Unit	QTY	Rate	Amount
TOTAL BROUGHT FORWARD					
2,11	TILING WALL TILING <u>200x 200 x 5 mm thick first class white glazed ceramic tiles fixed</u> <u>with approved adhesive to plaster (plaster elsewhere)</u>				
2,11,1	To walls.	m2	14,00		
2,11,3	On splash back	m2	1,70		
	FLOOR TILING <u>300 X 300 X 8mm Thick Ceramic tiles laid to approved pattens and bedded to manufacturer's specifications including tinted epoxy grouting</u>				
2,11,4	On floors	m2	57,41		
	TOILET ROLL HOLDERS, ETC. 2,11,5 Single soap dish size 150 x 150 mm (white)	No	1,00		
SECTION					

ITEM NO.	DESCRIPTION	Unit	QTY	Rate	Amount
BROUG					
2,12	PLUMBING AND DRAINAGE (PROVISIONAL)				
	RAINWATER DISPOSAL				
	<u>0,6mm Galvanised sheet steel gutters and rainwater pipes with powder coated finish on outside</u>				
2,12,1	127 x 85mm Eaves gutters	m	9,40		
2,12,3	Extra over gutter for outlet for 200mm pipe	No	1,00		
2,12,4	110 x 110mm Rainwater pipes	m	3,80		
2,12,5	Extra for bend	No	5,00		
2,12,6	Extra for socket	No	1,00		
	SANITARY FITTINGS				
	<u>SABS Approved</u>				
2,12,7	560 x 405mm wash hand basin on brackets	No	1,00		
2,12,8	1160 x 460mm Double end Bowl stainless steel sink fixed to wall complete with one tap.	No	1,00		
2,12,9	Low level WC suite comprising white vitreous china pan, p-trap with matching 9 litre low level white valveless symphonic fitting, ball valve and matching flush pipe and heavy duty white plastic seat and lid	No	1,00		
2,12,10	1700 x 750mm built in bath with waste outlet, overflow grating with coupling and pair of handles, bedded in position	No	1,00		
	WASTE UNIONS				
2,12,11	32mm Basin waste union, plug and chain.	No	1,00		
2,12,12	40mm Bath waste union, plug and chain.	No	1,00		
SECTIO					

ITEM NO.	DESCRIPTION	Unit	QTY	Rate	Amount
BROUG					
	TRAPS, ETC.				
	<u>SABS Approved</u>				
2,12,13	38mm uPVC Reseal combination "P" or "S" trap.	No	6,00		
2,12,14	32mm pvc bottle trap with 342 tailpipe, cap nut and wall flange	No	1,00		
	TAPS, VALVES, ETC				
	<u>SABS Approved</u>				
2,12,15	22 mm 1003/125 RB fullway gate valve	No	1,00		
2,12,16	15 mm CP underwall angle valve including flexi connector	No	5,00		
2,12,17	22mm CP ball-o-stop valve	No	1,00		
2,12,18	15 mm CP ball-o-stop valve	No	1,00		
2,12,20	15mm basin mixer	No	1,00		
2,12,21	15mm sink mixer	No	1,00		
2,12,22	15mm bath mixer with hand shower	No	1,00		
	SANITARY PLUMBING				
	<u>uPVC pipes:</u>				
2.12.23	50mm Pipes.	m	4,00		
2.12.24	50mm Pipes laid in and including trenches not exceeding 1m deep under surface beds	m	2,00		
2.12.25	110mm Pipes laid in and including trenches not exceeding 1m deep under surface beds	m	18,00		
SECTION					

ITEM NO.	DESCRIPTION	Unit	QTY	Rate	
BROUG					
	<u>Extra over uPVC pipes for fittings:</u>				
2.12.26	50mm Bend	No	5,00		
2.12.27	50mm Access bend.	No	3,00		
2.12.28	110mm Access bend.	No	1,00		
	WATER SUPPLIES				
	<u>Class O copper pipes</u>				
2.12.29	15 mm Pipes	m	18,00		
2.12.30	22 mm Pipes	m	12,00		
	Extra over class 0 copper pipes for capillary fittings				
2.12.31	15 mm Fittings	No	12,00		
2.12.32	22 mm Fittings	No	12,00		
	Extra over class 0 copper pipes for conex compression fittings				
2.12.33	15 mm Fittings	No	Rate Only		
2.12.34	22mm fittings	No	Rate Only		
	Copper overflow and service pipes				
2.12.35	15 mm Service pipe 350 mm girth	No	1,00		
	TESTING				
2.12.36	Provide all necessary apparatus water, etc. for testing all plumbing work installations on 6 houses as required by Project Manager	Item	1,00		
SECTIO					

ITEM NO.	DESCRIPTION	Unit	QTY	Rate	
BROUG					
2.12.37	WATER CONNECTION Allow for a 40mm dia. Water connection comprising a stopcock onto the site boundary of 6 stands to the approval of the principal agent	Item	1,00		
2.12.38	SOLAR WATER HEATER <u>SABS Approved</u> 150L Low pressure roof mounted solar water geyser including all necessary fittings	No	1,00		
2.12.39	DRIP TRAYS, TANKS, ETC Polyethylene rain water harvesting tanks with black lining internaly 2000Litre circular tank 1420m diameter x 1420m high, approximately 350mm above ground level	No	1,00		
2.12.40	Outlet union for 300mm steel pipe including hole through tank	No	1,00		
2.12.41	25mp unreinforce concrete plinth slab 1500mm x 1500mm x 200mm with power floated finish	m3	0,54		
2.12.42	160mm NFX brickwall in foundation for plinth	No	1,70		
2.12.43	Earthfilling and compaction to 93%MODAshto with excavated or stockpile material	No	1,00		
2.12.44	Excavation in earth for trenches of plinth Foundation	No	1,40		
2.12.45	4mm wire ties 3000mm long and 10mm steel round bar with overall length of 300mm anchored to concrete plinth	No	4,00		
SECTIO					

ITEM NO.	DESCRIPTION	Unit	QTY	Rate	
BROUG					
2,13	GLAZING Glazing to steel sashes fixed with approved putty:				
2.13.1	4 mm float clear glass in panes exceeding 0,5 and not exceeding 2 m2.	m2	2,60		
2.13.2	4 mm float clear glass in panes exceeding 2 and not exceeding 2 m2.	m2	12,00		
2.13.3	4 mm float obscure glass in panes exceeding 0,1 and not exceeding 0,5 m2.	m2	0,42		
	MIRRORS 6mm Silvered float glass mirrors with polished edges holed for and fixed with 4No chromium plated dome capped mirror screws with rubber buffers to plugs in brickwork or concrete:				
2.13.4	Mirror 450 x 600mmigh with four screws	No	1,00		
SECTIO					

ITEM NO.	DESCRIPTION	Unit	QTY	Rate	Amount
BROUG					
	BILL NO. 14				
2,14	PAINTING				
	PAINTWORK, ETC TO NEW WORK				
	ON FLOATED PLASTER				
	<u>One coat alkaline resistant primer, one coat Merit universal undercoat and two velvagro broken white paint</u>				
2.14.1	On internal walls	m2	168,00		
	<u>Prepare, stop, priming nail heads with zinc chromate primer,</u>				
	<u>apply one coat universal under coat and two coats of acrylic emulsion paint</u>				
2.14.2	On ceilings	m2	57,41		
	ON FIBRE-CEMENT				
	<u>One coat plaster primer and two coats super acrylic emulsion paint</u>				
2.14.3	On facias & bargeboards	m2	8,91		
	ON METAL				
	<u>Degrease, one coat galvogrip primer, one undercoat and two coats high gloss enamel paint on steel:</u>				
2.14.4	On gutters and down pipes	m2	3,96		
	ON WOOD				
	<u>Sand down and apply three coats polyurathane varnish on</u>				
2.14.5	On doors (Outside)	m2	22,67		
TOTAL SECTION 2 CARRIED FORWARD TO FINAL SUMMARY					

Item		Unit	Qty	Rate	Amount
	SECTION 3- Electrical				
	Bill No. 1				
	Refer to Drawing: Electrical layouts				
3,1	<u>LOW VOLTAGE DISTRIBUTION</u>				
	<u>DISTRIBUTION BOARDS</u>				
	Specified equipment installed and connected, prewired main busbars of HCHD copper to match main switch rating, all metal work, frame (where required), chassis, panel, doors painted in the specified colour, neutral and earth bars, busbars for earth leakage relays and for sub-section as detailed, legend cards, gland plates, etc, as per specifications, including connections, terminating, testing and commissioning				
	Surface Mounted DB-4.7 :				
3,1,1	Pre-populated 12-way distribution board	Supply	No	1	
3,1,2	Pre-populated 12-way distribution board	Install	No	1	
	<u>CABLES</u>				
	Supply and installation of 600/1000V PVC/PVC/SWA/PVC/Cu cable in shaft, sleeve, trench, on cable rack or on surface, including strapping or clamping, supports, etc.				
	400/1000V Aluminium Self supporting Aerial Bundle Cable + N/E insulated support conductors including mounting brackets for strain fittings, mounting brackets for suspension fittings etc.				
3,1,3	4 core 1.5 mm ²	Supply	m	13	
3,1,4	4 core 1.5 mm ²	Install	m	13	
	<u>EARTH CONDUCTORS</u>				
	Supply and installation of copper earth conductor in trench or sleeve, on racking, steelwork or				
3,1,5	2.5 mm ² Bare copper conductor	Supply	No	13	
3,1,6	2.5 mm ² Bare copper conductor	Install	No	13	
	<u>EARTH TERMINATIONS</u>				
	Terminate and connect earth conductor including lug, bolt, nut, etc.				
3,1,7	2.5 mm ² Bare copper conductor	Supply	No	4	
3,1,8	2.5 mm ² Bare copper conductor	Install	No	4	
TOTAL SECTION 5 CARRIED FORWARD					

ITEM NO.	DESCRIPTION	Unit	QTY	Rate	Amount
TOTAL BROUGHT FORWARD					
	Bill No. 2				
	Refer to Drawing: Power Layout:				
3,2	<u>SMALL POWER INSTALLATION</u>				
	<u>CONDUIT</u>				
	Supply and installation of SABS approved PVC conduit complete with bends, joints, adaptors, couplings, saddles, cutting, etc.				
3,2,1	20mm Conduit Supply	m	80		
3,2,2	20mm Conduit Install	m	80		
3,2,3	25mm Conduit Supply	m	20		
3,2,4	25mm Conduit Install	m	20		
	Supply and installation of galvanised steel conduit complete with bends, joints, adaptors, couplings, saddles, cutting, etc.				
3,2,5	20mm Galvanised conduit Supply	m	16		
3,2,6	20mm Galvanised conduit Install	m	16		
	Supply and installation of surface or flush mounted conduit boxes including fixing to conduit with necessary locknuts, adaptors, bushes, etc.				
	<u>CONDUIT BOXES</u>				
3,2,7	100 x 100 x 50mm Outlet box Supply	No	6		
3,2,8	100 x 100 x 50mm Outlet box Install	No	6		
3,2,9	60mm Round outlet box Supply	No	4		
3,2,10	60mm Round outlet box Install	No	4		
3,2,11	60mm Diameter cover plate Supply	No	4		
3,2,12	60mm Diameter cover plate Install	No	4		
3,2,13	100 x 50 Blank cover plates Supply	No	6		
3,2,14	100 x 50 Blank cover plates Install	No	6		
3,2,15	Draw wires drawn into conduit Supply	m	60		
3,2,16	Draw wires drawn into conduit Install	m	60		
TOTAL SECTION 5 CARRIED FORWARD					

ITEM NO.	DESCRIPTION	Unit	QTY	Rate	Amount
TOTAL BROUGHT FORWARD					
	<u>FITTINGS AND ACCESSORIES</u>				
	Supply and installation of power outlets and accessories complete with all necessary screws, cover plates, labelling, cradles, including all holes, drilling, etc.				
3,2,17	16A, 3-Pin flush mounted switched socket outlet, [double] mounted on brickwork / floor duct Supply	No	6		
3,2,18	16A, 3-Pin flush mounted switched socket outlet, [double] mounted on brickwork / floor duct Install	No	6		
3,2,19	20A double pole isolator c/w box Supply	No	1		
3,2,20	20A double pole isolator c/w box Install	No	1		
3,2,21	60A double pole isolator c/w box Supply	No	1		
3,2,22	60A double pole isolator c/w box Install	No	1		
	<u>CONDUCTORS</u>				
	Supply and installation of 600/1000V PVC insulated copper conductors into conduit, trunking or powerskirting, including conductor identification labels, terminating, etc.				
3,2,23	2.5 mm ² conductor Supply	m	60		
3,2,24	2.5 mm ² conductor Install	m	60		
3,2,25	4 mm ² conductor Supply	m	15		
3,2,26	4 mm ² conductor Install	m	15		
	Supply and installation of bare copper earth conductor into conduit, trunking, etc.				
3,2,27	2.5 mm ² conductor Supply	m	60		
3,2,28	2.5 mm ² conductor Install	m	60		
3,2,29	1.5 mm ² conductor Supply	m	15		
3,2,30	1.5 mm ² conductor Install	m	15		
	<u>APPLIANCE CONNECTIONS</u>				
	Supply and installation of flexible steel connections complete with adaptors, locknuts, bushes, labeling, etc. not exceeding 2 meters or approved termination kit				
TOTAL SECTION 5 CARRIED FORWARD					

ITEM NO.	DESCRIPTION	Unit	QTY	Rate	Amount
TOTAL BROUGHT FORWARD					
3,2,32	600 x 600 x 150 Deep flush draw-boxes with timber backing and lockable doors Supply	No	1		
3.2.33	600 x 600 x 150 Deep flush draw-boxes with timber backing and lockable doors Install	No	1		
<u>EARTHING AND BONDING</u>					
3,2,34	Allow for earthing, bonding and Lightning protection of the entire installation as required by the Code of Practice	No	1		
TOTAL SECTION 5 CARRIED FORWARD					

ITEM NO.	DESCRIPTION	Unit	QTY	Rate	Amount
TOTAL BROUGHT FORWARD					
	Bill No. 3				
	Refer to Drawing: Lighting Layout				
3,3	<u>LIGHTING INSTALLATION</u>				
	<u>CONDUIT BOXES</u>				
	Supply and installation of surface or flush mounted conduit boxes including fixing to conduit with necessary locknuts, adaptors, bushes, etc.				
3,3,1	60mm Round outlet box Supply	No	4		
3,3,2	60mm Round outlet box Install	No	4		
3,3,3	100 x 100 x 50mm Outlet box Supply	No	2		
3,3,4	100 x 100 x 50mm Outlet box Install	No	2		
	<u>LUMINAIRES</u>				
	The supply & installation of light fittings, recessed or surface mounted to ceiling, onto walls or floor mounted.				
3,3,5	Type A LED Lighting Inside of house Supply	No	7		
3,3,6	Type A LED Lighting Inside of house Install	No	7		
3,3,7	Type B1 Wall mounted round bulkhead fitting LED outside including waterproof cover	No	2		
3,3,8	Type B1 Wall mounted round bulkhead fitting LED outside including waterproof cover	No	3		
	<u>LIGHT SWITCHES</u>				
	[Clipsal Series 2000]				
	Supply and installation of light switches, complete with all necessary connections, labelling, screws, cover plates, etc.				
3,3,9	16A one lever one-way flush mounted light switch Supply	No	4		
3,3,10	light switch Install	No	4		
3,3,11	16A Two lever one-way flush mounted light switch Supply	No	2		
3,3,12	light switch Install	No	2		
TOTAL SECTION 5 CARRIED FORWARD					

ITEM NO.	DESCRIPTION	Unit	QTY	Rate	Amount
BROU					
	APPLIANCES				
	Supply and installation of gas stove				
3.3.13	4 plate s/s hobs 60cm gas stove including regulator and Supply 9kg gas bottle, external cage and pipe handling fee	prov sum %	1	R 3 000,00	
3.3.14	4 plate s/s hobs 60cm gas stove including regulator and Install 9kg gas bottle, external cage and pipe handling fee	prov sum %	1	R 500,00	
	TESTING AND COMMISSIONING				
3.3.15	Testing and commissioning of entire works	Sum	1		
3.3.16	Issuance of Certificate of Complainece	No	1		
TOTAL SECTION 3 CARRIED FORWARD TO FINAL SUMMARY					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>SUPPLY AND INSTALL OFFGRID PHOTOVOLTAIC POWER SYSTEM INCLUDING ACCESSORIES AND POWER BANK</u>				
4,1	<u>PHOTOVOLTAIC MOUNTED ON ROOF STRUCTURE</u>				
4.1.1	330W Sola PV Panel	No	8		
4.1.2	Mounting Rail 41x41x6m	No	4		
4.1.3	Roof Hook	No	20		
4.1.4	Mounting clip	No	40		
4,2	<u>CONTROLS, INVENTERS ETC</u>				
4.2.1	5000W 48V HYBRID INVERTER	No	1		
4.2.2	MPPT Solar Charge Controller	No	1		
4.2.3	Special purpose made wall mounted electronic enclosure box 1000 x 1000 x 500mm, perforated on the front and side for ventilation, including a lockable door	No	1		
4.2.4	DC String Combiner box LV 2 String	No	1		
4.2.5	Aluminium angle wall mounting structures	No	1		
4,3	<u>POWER STORAGE AND BACKUP</u>				
4.3.1	Battery 100AH LIFE REVOV 5,1kW with 4,8kW useable	No	1		
4.3.2	Fuse disconnecter & 100A fuses	No	1		
4.3.3	Battery cables	m	1		
4.3.4	BMS communication cables	m	1		
4.3.5	AC DB	No	1		
4,5	<u>CABLES</u>				
4.5.1	MC4 Connectors	No	2		
4.5.2	Solar wire 6mm	m	25		
4.5.3	Twin flex wire 6mm	m	10		
4,6	<u>CONDUITS</u>				
4.6.1	Trunking 40mm x 40mm/ 25mm conduit	m	4		
4,7	<u>SUNDRIES</u>				
4.7.1	Consumnables	Item	1		
	INSTALLATION, COMMISSIONING AND WARANTY				
4.7.1	Installation & Commissioning	Item	1		
4.7.2	Certificate of Compliance AC DB	Item	1		
4.7.3	5 year waranty and maitenance plan	Item	1		
TOTAL AMOUNT CARRIED OVER TO FINAL SUMMARY FORM					R -

ITEM NO	DISCRIPTION	UNIT	QTY	RATE	AMOUNT
	SECTION 5				
	WATER SUPPLY RETICULATION				
	PIPELINES, PIPE WORKS AND MISCELLANEOUS				
5,1	<u>SITE CLEARANCE</u>				
5.1.1	Clear vegetation and trees of girth up to 0,25m (2m wide)	m	100		
5.1.2	Clear trees of girth over 0,25m and designated objects	No	Rate only		
5,2	<u>EARTHWORKS (PIPE TRENCHES)</u>				
	Excavation in all materials for trenches, backfill and compact to 93% mod AASHTO density by labour intensive methods and dispose of Surplus Material, all within the free haul distance (excavations for yard connections included with this item)				
5.2.1	Exceeding 0m but not exceeding 2m	m	100		
	Extra-over item 2.2.1 for Intermediate excavation (Provisional)				
5.2.2	Exceeding 0m but not exceeding 2m	m ³	8,7		
CARRIED FORWARD					

ITEM NO	DISCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					
5.3.1	Provision of selected granular Bedding material from Trench Excavations (flexible pipes): Provision of selected granular Bedding material and pipe blanket by Importation	m³	12		
5.3.2	From borrow pits (Provisional)	m³	20		
5.3.4	From commercial sources (Provisional)	m³	Rate only		
5,4	<u>MEDIUM PRESSURE PIPELINES</u> HDPE pipes, Lay, Bed, Test, Disinfect Pipes Complete with Couplings				
5.4.1	Class 6				
5.4.1.1	50mm Ø HDPE	m	100		
CARRIED FORWARD					

ITEM NO	DISCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					
5.4.2	Extra over item 2.4.1 for Fittings for HDPE Pipes:				
	90° Bends for HDPE (Class 6)				
5.4.2.1	50mm Ø	No	2		
	T pieces for HDPE (Class 6)				
5.4.2.2	50mm Ø x 50mm Ø	No	1		
5.4.3	Extra over 2.4.1 for the Supplying, Fixing and bedding of Valves-				
5.4.3.1	50mm Ø class 10 gate valve	No	2		
5.4.3.2	Vosa type ball valve for 50mm dia inlet pipe - class 10	No	1		
5.4.3.3	50mm Ø Non return valves - class 10	No	1		
5.4.3.4	25 mm Ø air valves - class 10	No	1		
5.4.4	Thrust / Anchor Blocks:				
5.4.4.1	Concrete volume < 0,8m³ as per Drawing	No	1		
5,5	<u>Miscellaneous</u>				
5.5.1	Supply and install pipe works into and out of plastic tanks as per drawing (inlet, outlet, overflow, scour)	No	1		
5.5.2	Yard connection short complete with isolating valve as per drawing	No	Rate only		
5.5.3	Yard connection long complete with isolating valve as per drawing	No	1		
5.5.4	Supply and install standpipe as per dwg	No	1		
5.5.6	Additional pipe changes between tanks	Prov sum	1		
TOTAL CARRIED FORWARD TO SUMMARY					

ITEM NO	DISCRIPTION	UNIT	QTY	RATE	AMOUNT
	SECTION 6				
	SANITATION AND SEWER RETICULATION				
6,1	<u>EARTHWORKS PIPE TRENCHES</u>				
6.1.1	Clear vegetation and trees of girth up to 1 m (2m wide)	m	80		
6.1.2	Clear trees of girth over 1 m	No.	Rate only		
6,2	<u>EXCAVATION</u>				
	Excavate in all materials for trenches backfill, compact, and dispose of surplus/unsuitable material, for pipes: 110 mm Ø for total trench depth:				
6.2.1	Exceeding 0,0 m but not exceeding 2,0 m	m	109		
6.2.2	Exceeding 2,0 m but not exceeding 2,5 m	m	0		
	<u>Extra-over items 3.2.1 to 3.2.6 incl. for (prov):</u>				
6.2.3	Intermediate excavation	m³	9		
6.2.4	Hard rock excavation	m³	9		
6.2.5	Excavate and dispose of unsuitable material from trench bottom (Provisional)	m³	1		
CARRIED FORWARD					

ITEM NO	DISCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					
6,3	<u>EXCAVATION ANCILLARIES - Make up deficiency in backfill material (Provisional)</u>				
6.3.1	from other necessary excavations on site	m³	12		
6.3.2	by importation from designated borrow pit on site	m³	1		
6,4	<u>PIPEWORK</u>				
	Supply, lay, joint, bed and test solid wall PVC-U spigot and socketed compression joints in accordance with SABS 791				
6.4.1	110 mm Ø on class C bedding	m	68		
6,5	<u>MANHOLES Construction of manholes to Dwg No. 3235/11/010 complete with Type 14B cover and frame, for depths over and up to</u>				
6.5.1	0.0 m 1,0 m	No.	2		
6.5.2	1,0 m 1,5 m	No.	2		
6.5.3	1,5 m 2,0m	No.	1		
6,6	<u>SUNDRIES</u>				
6.6.1	Encasing to pipes, concrete mix 20/19 MPa	m³	1		
6.6.2	Anchor blocks, concrete mix 20/19 MPa	m³	1		
CARRIED FORWARD					

ITEM NO	DISCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					
6,7	<u>BEDDING</u> PROVISION OF BEDDING Available from trench within 0,5 km (Subclause 3.4.1.1)				
6.7.1	a) Selected granular material and fill blanket	m³	1,2		
	Imported from				
6.7.2	a) Other necessary excavations within 0.5 km (Provisional)	m³	16		
6.7.3	1) Selected granular material and fill blanket	m³			
	Concrete bedding (Provisional)	m³			
6,8	<u>SEWAGE CONNECTION</u> Complete connection to house with Y piece, extension, 45deg bend as per dwg				
6.8.1		No:	1		
6,9	<u>Miscellaneous</u>				
6.9.1	Bio Recycling Package Plant complete with bedding	PC	1	R 150 000,00	
6.9.2	French drains	PC	1	R 100 000,00	
6.9.3	<u>Dry Sanitation</u>	PC	1	R 157 500,00	
6.9.4	Profit and attendance charges on 6.9.1; 6.9.2 & 6.9.3	%	0,1	R 0,00	
TOTAL SCHEDULE 8 CARRIED FORWARD TO SUMMARY					

FINAL SUMMARY		
SECTION	SUMMARY	Total amount
1	SECTION 1 - PRELIMINARY AND GENERAL	
2	SECTION 2 - BUILDING WORKS	
3	SECTION 3 - ELECTRICITY	
4	SECTION 4 - SOLAR POWER SYSTEM	
5	SECTION 5 - WATER SUPPLY RETICULATION	
6	SECTION 6 - SANITATION AND SEWER RETICULATION	
	SUB-TOTAL 1	
	ADD AMOUNT OF 10% FOR CONTINGENCIES TO BE USED AS DIRECTED BY THE PROJECT MANAGER PRIOR TO OBTAINING APPROVAL FROM DELEGATED AUTHORITY FROM THE DEPARTMENT AND DEDUCTED IN WHOLE OR IN PART IF NOT REQUIRED	
	NET AMOUNT	
	ADD 15% VAT	
	TOTAL CARRIED FORWARD TO FORM OF OFFER	

PART C3: SCOPE OF WORKS

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1. DESCRIPTION OF THE WORKS

1.1 Employer's Objectives

The Employer's objective is to appoint a suitable service provider to undertake the design and construction of one 64m² residential house at the farm Waaikraal **PORTION 27 (A PORTION OF PORTION 16)** in Emakhazeni Local Municipality in Mpumalanga.

1.2 Overview of the Works

1.2.1 Review plans for permanent works and register for NHBRC

1.2.2 Construction of the works inclusive of all 1 units of 64m² House and basic service infrastructure such as

- Off grid sanitation system including Bio Recycling Sanitation System
- Construction of closed dry sanitation system toilets
- 5KVa offgrid PV solar energy system , including of battery storage, inverters, controllers and producing energy output equivalent to 10KWh/Day/
- Connection of the electricity to houses and issuing COC
- Plumbing installations and issuing COC etc
- Connection and reticulation of water supply

1.2.3 The service provider should provide a detailed project plan, clearly indicating how they will allocate resources and manage construction activities, undertake the following activities

- Manage the entire project from inception right through to hand-over including construction management and administration of all labour procedures (i.e. sourcing of labour, payment of wages, conflict resolution etc).
- Ensuring that effective communication and consultations continue with all stakeholders
- The service provider will set up supervising and monitoring mechanisms to facilitate the management of projects Manage all labour related requirements and relationship
- Ensure compliance to all applicable legislations
- Mitigate and manage all risks associated with the project (project risk management plan)
- Service provider will be required to gather and record information about progress and results of projects, then prepare detail monthly progress report to compare actual result with plan, highlight difficult problems in implementing project and suggest resolutions;

Labour-intensive works comprise the activities described in SANS 1921-5, Earthworks activities that are to be performed by hand, and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work

3.1.2.1 Preliminary Studies and Works

- Geotechnical Investigations and site surveying

3.1.2.2 Develop site development plan that must amongst others indicate the following:

- Site orientation

- Housing position
- Services layout
- Temporary access gravel roads

3.2.2.3 Develop foundation designs for the 64 m² residential house and detailed design including all required basic services, complete with all required architectural drawings and specification, engineering drawings and construction drawings.

3.1.3 Extent of the works

The work to be carried out entails:

The contractor shall also supply and install all the materials outlined in the bill of quantity for the complete project.

The works shall comprise of:

- a) Implementation of all work items in an effective manner with particular emphasis on planning, construction, monitoring, reporting, close out and handover.
- b) Monitoring the implementation of work plans against baselines and contractual key dates as well as where necessary the formulation of interventions, in consultation with relevant stakeholders to eradicate disruptions to programme execution.
- c) Indication and commitment to maximize the use of NARYSEC participants, local labour and suppliers.
- d) Devising a project tracking system and reporting for the project and closely monitor progress at all stages and take proactive steps where expenditure or compliance lags are identified.
- e) Delivery of a fully functional three bedroom house complete with solar power and waterborne sanitation.

The description of the works is not necessary complete and shall not limit the work to be carried out by the Contractor in this contract. Approximate quantities of each type of work are given in the schedule of quantities.

3.1.4 Period of completion of works

The above works in entirety must be completed within the period of 12 weeks. It is therefore the contractor's responsibility to ensure that this will be achieved, failing which delay damages at a rate stated in the **Contract Data**, each day which the contractor falls behind, will be charged until such time that works are completed in full.

3.1.5 Location of the works

The site is located in Portion 27 of Farm Waaikraal in Emakhazeni Local in Mpumalanga province.

GPS Coordinates: S 25.761736 E 30.147036

1.5 Employment of Labour

It is the intention that this Contract should make the maximum possible use of the local labour force available from within the target community and which is at present underemployed.

The targets for employment are as follows:

- Women: 55%
- Youth: 40%

To this end it will be expected of the Contractor to employ and train labour on this Contract.

The Department of Rural Development and Land Reform has a National Rural Youth Services Cooperatives (NARYSEC) Programme, which entails training of rural youth at EFT Colleges. In order for the youth to complete their training and get certificates, they have to get onsite experiential training; hence the DALRRD will place some students to be trained under this contract. The extent of the training required by these youth will be explained upon the appointment of the contractor.

The Contractor shall fill in the forms relating to Key Personnel and state how many key personnel he intends to employ in the various categories. The numbers stated in the above mentioned form will be strictly controlled during the contract period and any changes in numbers shall be subject to the approval of the Department.

It is a condition of contract that the data sheets detailing the employment of human resources, expenditure and employment of SMMEs as detailed in the tables below be submitted together with the monthly certificate timorously to the Consultant by the 10th of each month.

The definition of youth being determined by age up to and including 35 years.

The unit of measurement is person days being the total number of persons in that category multiplied by the number of days worked by each person respectively.

At least 15% of the contract value must be awarded to and be carried out by SMME's

2. ENGINEERING

2.1 Design Services and Activity matrix

Design responsibilities through to contract completion are as follows:

DESCRIPTION	RESPONSIBLE
Concept, feasibility and overall process	Employer
Basic Engineering and detail layout to tender stage, including drawing up of necessary specifications.	Employer's Representative
Tendering and providing the necessary information required in terms of the Tender Documents including compliance with the Specifications.	Tenderers
Structural designs and foundations specifications	Contractor's Engineers subject for Approval by Employer's Representative
Adjudication of tenders and submission of results of adjudication to the Employer	Employer's Representative

Final design to approval for construction stage	Employer's Representative
Construction of the Works including necessary Temporary Works	Contractor
Commissioning of the Whole of the Works	Contractor
Preparation of as built drawings and close out report	Contractor & Employer's Representative
Preparation of Operation and Maintenance Manuals	Contractor

3. **DRAWINGS**

3.1 **General**

The drawings as listed in Table 2.2 form part of the tender documents and shall be used for tender purposes only.

The Contractor will be supplied with three unreduced paper prints of each of the drawings. These prints will be issued free of charge and the Contractor shall make any additional prints he may require at his own cost.

Any information in the possession of the Contractor necessary for the Resident Engineer to complete his as-built drawings shall be supplied to the Resident Engineer before a Certificate of Completion will be issued.

Only figured dimensions shall be used and drawings may not be scaled unless so instructed by the Engineer. The Engineer will supply any figured dimensions, which may have been omitted from the drawings.

3.2 **List of Contract Drawings prepared by Employer**

The following drawings as listed in Table 2.2 below as well as all drawings prepared by the contractor in complying with any performance specifications, form part of the contract.

Table 2.2 : List of Drawings

Drawing Number	Title Description
A107	64 m ² Standard Unit

4 DESIGN PROCEDURES

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

- Any temporary works requirements,
- Design integration before and during construction
- The requirements of the relevant Performance Specifications
- Procedures for all necessary approvals
- Environmental Management
- Design change procedures, and
- Record keeping and tracking of documents

5 PROCUREMENT

5.1 PREFERENTIAL PROCUREMENT PROCEDURES AND REQUIREMENTS

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

5.2 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.

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.”

6 CONSTRUCTION

PART 1 : GENERAL

A1 NATURE OF THE GROUND

Geotechnical investigations will be carried out by the appointed service provider.

A2 CONSTRUCTION PROGRAMME

The successful Tenderer shall submit a detailed, comprehensive and realistic Works programme within 14 days after the award of the contract showing the order of construction and method by which he proposes to carry out the Works. The format of the programme shall be to the Engineer's approval but shall be in the form of a bar chart showing the critical path. In addition, the Contractor shall provide a schedule of the forecast value of completed work, month by month.

The programme shall include the critical construction path and an estimate of the anticipated cash flow.

The successful Tenderer shall complete the Works within the stipulated times in order to avoid the payment of penalties as provided for in Clause 42 of the General Conditions of Contract.

The Contractor shall not depart from the order in which the various items of work have been agreed without the prior written consent of the Engineer. If the programme is to be revised by reason of the Contractor falling behind he shall produce a revised version showing the modifications to the original programme necessary to ensure completion of the Works or any part thereof within the time for completion as defined, or any extended time granted, as well as a revised schedule of the forecast value of completed work, month by month.

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

The approval by the Engineer of any programme shall have no Contractual significance other than that the Engineer would be satisfied if the Work is carried out according to such programme and that the Contractor undertakes to carry out the Work in accordance with the

programme. It shall not limit the right of the Engineer to instruct the Contractor to vary the programme should circumstances make this necessary.

Cognisance shall be taken of the frequency of rain days, inclement weather and material delivery delays when formulating a programme of works.

A3 SITE FACILITIES AVAILABLE

A3.1 Water Supply

The Contractor will have to make his own arrangements for the provision of potable water for human consumption as well as water required for construction.

A3.2 Power Supply

The Contractor will have to make his own arrangement for power supply to his construction camp and construction site and his tender will be deemed to include for all costs in this regard.

A3.3 Camp Sites

The Contractor will be allocated an area for his use in the establishment of a yard, storage, offices, etc. The Contractor shall be responsible for fencing and securing his own area. On completion of the Works and removal of the depot, the site shall be cleaned and restored to its natural condition immediately it is vacated.

A3.4 Housing

No housing is available for the Contractor's employees. The Contractor shall make his own arrangements to house his employees and transport them to the site of the Works.

A4 SITE FACILITIES REQUIRED

A4.1 Engineer's Office

Not required.

A4.2 Engineer's Accommodation

Not required.

A4.3 Engineer's Laboratory

Not required.

A4.4 Sanitary Facilities

The Contractor shall provide adequate ablution and toilet facilities for all workmen on site.

All latrines shall comply with the requirements of the Local Authorities and shall be placed where directed by the Engineer. All sanitary fees and costs payable shall be paid by the Contractor. All latrines must, for the duration of the contract, be kept continuously in a clean and hygienic condition by the contractor to the satisfaction of the Engineer.

If at any time the Contractor neglects to comply with the abovementioned requirements and after he has been requested to do so by the Engineer, fails to rectify the matter about which the Engineer has complained, the Engineer shall have the right to immediately order such material, employ such workmen and take such measures as he regards necessary to ensure clean and hygienic conditions all at the expense of the contractor.

A 4.5 Disposal of Waste

The Contractor shall be responsible for disposal of refuse and waste generated by his staff on a daily basis. The site is to be kept clean, neat and tidy to the Engineer's satisfaction. Refuse and waste shall not under any circumstance be buried on the site, but shall rather be collected in suitable skips and disposed of at the nearest suitable landfill site.

The disposal of waste shall be carried out in accordance with the requirements of the relevant Local Authority.

A4.6 Engineer's Survey Equipment

The Contractor shall provide on request from the Engineer or his Representative, survey equipment for temporary use such as an automatic level, tachometer, level staff, 100 m tape, ranging rods, pegs, etc and any labour required for this purpose. Instruments provided shall be in a good state of repair and accuracy.

The Contractor shall maintain the equipment in good working order and keep it clean until the completion of the Works.

The Contractor shall keep the equipment continuously insured against any loss, damage or breakage, and he shall indemnify the Engineer and the Employer against any claims in this regard. Upon completion of the Works the survey equipment as listed above shall revert to the Contractor.

A5 FEATURES REQUIRING SPECIAL ATTENTION

A5.1 Use of Explosives

Prior to the use of explosives at any specific location, the Contractor shall obtain permission for blasting from the Engineer. The safety of existing Works and services, and of persons, etc., shall remain the responsibility of the Contractor, who shall abide by all the relevant laws and regulations.

A5.2 Existing Services and Buildings

Although the plans may show the approximate position of existing services and buildings, neither the Employer nor the Engineer will accept the responsibility for the accuracy thereof.

Where the Contractor anticipates that it will be impossible for him to carry out the work without causing damage to existing services, Works or buildings he shall forward a proposal on the method of construction for approval by the Engineer.

Where any existing services are crossed or temporarily removed, the Contractor shall be responsible for the repair and / or reinstatement of the crossings to the satisfaction of the Engineer.

Any damage done to existing Works or buildings shall be immediately notified to the owners concerned and to the Engineer.

Unless it is established by the Engineer that the Contractor exercised reasonable care and damage was unavoidable, the Contractor shall be held responsible for the damage to any existing Works or buildings and for the costs of repair, including any claims which may arise as a result thereof.

A5.3 Compliance with Statutory Requirements

The Contractor shall allow for all costs necessary to ensure that all work is undertaken in a safe manner and in compliance with the Occupational Health and Safety Act, Act No. 85 of 1993 and all statutory and local regulations and requirements.

The cost of complying with the requirements of this clause shall be deemed to be included in the rates.

A5.4 Permits

The Contractor shall be responsible for obtaining all necessary permits to transport materials to the area.

A5.5 Facilities to Other Contractors

In addition to the requirements of the General Conditions of Contract, the Contractor must make allowance for the presence of other Contractors on Site, which may involve, *inter alia*, the adaptation of his programme to fit in with work to be done by the other Contractor, as well as assuring other Contractors access to the site. The Contractor will be advised at tender stage of any other Contractors who will be engaged on other Works during the course of the Contract.

A5.6 Security of Contractor's Site

The provision and sustainment of security for the Contractor's Site Establishment shall be his own responsibility, and no claims for additional security measures taken during the currency of the Contract will be considered other than as provided for in the General Conditions of Contract.

A5.7 Contractor's Site Agent

- a. Within 14 days of the award of Contract, the Contractor shall advise the Employer in writing of the name of the responsible person in charge of this Contract.
- b. In amplification of Clause 25 of the General Conditions of Contract :-

It shall be noted that the Contractor shall be required to strictly observe his obligations regarding adequate full time superintendence of the Works, with particular reference to accuracy of setting out, excavations, correct steel fixing, properly constructed formwork, positioning of foundation bolts, and / or bolt pockets, placing of concrete, etc. in order to achieve the high standard of workmanship required of him.

Adequate facilities for superintendence of his work shall be provided by the Contractor and the Engineers engineering staff must under no circumstances be expected to act in this capacity on his behalf.

A5.8 Attendance at Site Meetings

The Contractor will be required to attend site meetings as and when these are required by the Engineer. The objectives of such meetings will be to review progress and ensure compliance with the programme, discuss and where possible solve any problems that may arise, and generally to liaise with all parties concerned with the Works.

The cost of attending such meetings shall be deemed to be included in the rates. Instructions given by the Engineer or agreement reached at such meetings and confirmed in the minutes shall be considered as a "written instruction by the Engineer" as referred to in the General Conditions of Contract.

Site meetings will generally be held every two weeks; however this will be confirmed as the contract progresses.

A5.9 Liaison Officer

If required in terms of the contract, the Contractor shall employ a Liaison Officer for the full duration of the contract. In the event that a Liaison Officer is required, a provisional sum will be provided in the Schedule of Quantities to cover the cost of the CLO.

A5.10 Courtesy

In all dealing with the public the Contractor shall bear in mind their right to enjoy the use of the roads and services and access to their properties and that the Employer desires to interfere as little as possible with these rights.

At all points of contact with the public, the Contractor and his staff are requested to handle discussions and disputes with deliberate courtesy and understanding. To assist the Contractor in his dealings with the public, use should be made by him of the Liaison Officer and the Engineer's Representative on site. On occasions where the Contractor liaises directly with the public, the Liaison Officer and the Engineer's Representative should be informed of the outcome to be able to maintain a coherent picture of developments in the area.

A5.11 Dealing with Landowners

It is of paramount importance that good relations be maintained at all times between the Contractor and the landowners in the area. In order to preserve these good relations, the following routine shall be observed throughout the works:

- (a) At least one week's notice shall be given by the Contractor to the Engineer before entering upon any property along the route for the purpose of commencing construction.
- (b) On receipt of such notice, the Engineer will, as far as possible, arrange for a meeting between the Engineer, Contractor and the landowner concerned during which the programme of construction will be discussed. The landowners will be advised of the times of commencement and completion of work on their land and will be acquainted with the Contractor's intentions with regard to the cutting down of trees, temporary lowering of fences, temporary access roads, and all other matters affecting the owners' land and farming operations.

Any requests from owners which are reasonable and which will not affect the economical construction of the works in accordance with the Specification shall be met if at all possible.

- (c) The Contractor shall negotiate directly with the landowners with regard to alternative access over private property to the site of the works, borrow pits and any dumping site for surplus excavation. All such sites shall be subject to the approval of the Engineer and the Engineer shall also be kept fully informed of all negotiations that are in progress between the Contractor and the landowners. The Contractor shall make prompt payment to the landowners for any royalties for borrow pits and for any agreed amounts to be paid to the farmer for the use of borrow pits, dumping sites, access roads, etc. No separate payment shall be made to cover royalties and all costs in this regard shall be deemed to be included in the tendered rates.

The Contractor shall, within a period of 3 months of completing the construction work on any private property produce to the Engineer a certificate, signed by the landowner in question, that all the Contractor's obligations to the landowner have been completely discharged in terms of the servitude agreements and any private agreements that may have been arranged between the Contractor and the landowners.

If such evidence is not produced within the stipulated period, the Employer reserves the right to investigate any agreement entered into between the landowner in question and the Contractor and any claims made by the landowner. If the Employer is then satisfied that the Contractor is in default in terms of the contract and any private agreements made, all justifiable claims shall be paid to the landowner by the Employer from retention money held and shall be deducted from the amount payable to the Contractor.

A5.12 Working within the Road Reserve and Landowners' Property

The Contractor shall observe the following when operating within private property, roads and road reserve:

- (a) The Employer will acquire servitudes from the owners of all properties crossed by new services, or has permission to occupy where the servitudes will not be obtained.
- (b) At all times the Contractor shall confine his operations to the area of the servitude unless he has made prior arrangements with adjoining land owners to the Engineer's approval.
- (c) No damage shall be done to buildings, dwellings, crops, cultivated lands, dams, watercourses, roads, fences and the like outside the servitude.
- (d) When working within existing road reserves the Contractor shall ensure that as little inconvenience as possible is caused to residents and traffic. Extra care shall be taken with regard to the siting of the excavated material and materials to be built in to the Works so that disturbances will be minimised.
- (e) The area within the road reserves and servitudes shall be restored to the same standard and state as it was before construction at the Contractor's expense.
- (f) Every precaution must be taken by the Contractor to prevent any flooding and erosion damage to adjoining property resulting from uncontrolled run-off during construction.

A5.13 Drawings and Specifications to be Provided

The Contractor shall be entitled to receive free of charge, the following :-

- Three (3) paper copies of each drawing, and
- Two (2) copies of the signed Contract Document

Any information in the possession of the Contractor which is necessary for the Engineer's Representative to complete his "As Built" or "Record" drawings must be submitted to the Engineer's Representative in accordance with the General Conditions of Contract.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Engineer. The Engineer will supply any figured dimensions which may have been omitted from the drawings.

A5.14 Certificates of Payment

The statement to be submitted by the Contractor in terms of the General Conditions of Contract shall be prepared in accordance with the standard payment certificates prescribed by the Employer and shall consist of at least **two** sets of A4-sized paper copies.

All costs resulting from the preparation and submission of the statements shall be borne by the Contractor.

A5.15 Extension of Time Arising from Abnormal Rainfall and Weather

No extensions of the time for completion shall be granted on the grounds of normal rainfall conditions, but extension of time in terms of clause 5.12.2.2 of the General Conditions of contract on the grounds of abnormal rainfall or wet conditions shall be calculated separately for each calendar month or part thereof, according to the following formula. It shall be calculated as follows for the time for completion, including any extension thereof:

$$V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$$

V = Extension of time for calendar days of the calendar month concerned. If the value of V is negative and the absolute value thereof is greater than Nn, V is taken as negative Nn.

Nw = Actual number of days during calendar month on which a rainfall of Y mm or more is recorded.

Nn = Average number of days in the calendar month concerned on which a rainfall of Y mm or more is recorded in terms of existing rainfall data.

Rw = Actual rainfall for the calendar month concerned in mm

Rn = Average rainfall for the calendar month in mm deduced from existing rainfall data.

For the purposes of the contract Nn, Rn, X and Y shall have the values as stipulated below.

The total extension of time is the algebraic sum of the monthly totals for the period concerned; extension of time for parts of a month shall be calculated by using pro rata values of N_n and R_n . If the algebraic sum of the monthly totals is negative, no reduction of the time for completion as a result of rainfall shall be applicable.

This formula does not take any delays as a result of flood damage, which may cause further or simultaneous delays, into consideration and flood damage shall be treated separately for purposes of extension of time for completion.

The factor $(N_w - N_n)$ is considered as a fair allowance for deviation from the normal for the number of days on which the rainfall exceeds Y mm. The factor $(R_w - R_n)/X$ is considered as a fair allowance for deviation from the normal for the number of days on which the rainfall does not exceed Y mm, but on which wet conditions will hamper or disrupt work.

The Contractor shall keep daily rainfall records and submit it to the Engineer at every site meeting. No additional payment shall be made for the supply and installation of the rain gauge or for the keeping of the rainfall records and all costs must be included in the scheduled items:

Average number of days per year with rainfall exceeding:

Y	=	10mm
X	=	15mm

A6 APPLICABLE STANDARDISED AND PARTICULAR SPECIFICATIONS

The latest edition as at date of tender of the following Standardised Specifications for Civil Engineering Construction as published by the South African Bureau of Standards shall apply.

SABS 1200

1200	A	-	General
1200	C	-	Site Clearance
1200	DA	-	Earthworks (Small)
1200	DE	-	Small Earth Dams
1200	DK	-	Gabions and Pitching
1200	GA	-	Concrete (Small Works)
1200	HA	-	Steelworks (Small Works)
1200	L	-	Medium Pressure Pipelines

Variations and additions to the SABS 1200 Standardised Specifications are given in Section C3.4 - Part B of this document.

Copies of the above listed SABS specifications are not bound into this document but may be purchased by Tenderers at their own cost from :-

SA Bureau of Standards
Private Bag X191
PRETORIA
0001

For all Building Works, the latest edition (1999) of the "Model Preambles for Trades" as recommended and published by the Association of South African Quantity Surveyors shall apply. This Standardised Specification is not bound into this Document but may be purchased by Tenderers from the Master Builders Association, Natal Building Centre, 40 Essex Terrace, Westville (031 - 266 70706).

In the event of any discrepancy between the "Model Preambles for Trades" and the SABS 1200 Standardised Specifications or Project Specifications, the SABS 1200 Standardised and Project Specifications shall take precedence.

PART 2 : VARIATIONS TO THE STANDARDISED SPECIFICATIONS

PSA GENERAL (SABS 1200 A)

The PSA Clauses below refer to SABS 1200 A.

PSA1 REFERENCE PEGS

Any reference pegs placed by the Engineer may, of necessity, have to be moved during construction. Pegs that have to be moved must be properly referenced and reinstated.

PSA2 COMMENCING OF WORK

Before commencing with the works, the Contractor will check all dimensions, levels, sections and other data used for the calculation of quantities for payment purposes, with the Engineer. The Contractor will inform the Engineer before any new part of the work is started. If the Contractor fails to follow the above steps, the decision of the Engineer regarding dimensions, levels and sections will be final and no further negotiation will be entered into.

PSA3 ACCURACY OF WORK

The Contractor must execute the works according to the drawings and specifications as set out in this document, as well as any drawings that will be issued during the construction period. Vertical tolerance is to be within +25mm or -25mm of the stated level provided on the drawings. Horizontal tolerances are to be as specified in the relevant SABS specification. Any deviations in this regard must be approved by the Engineer beforehand.

PSA4 CONTROL OF WORK

The Contractor must verify the quality and completion of all work and notify the Engineer before he requests that an inspection be done. All equipment for the execution of tests (compaction, concrete) must be supplied or arranged by the Contractor. Application for inspection and/or approval of tests must be done on a proper format. The cost for such tests must be included in the rates tendered for installation.

PSA5 SUNDRY WORKS AND COSTS

If the Contractor is of the opinion that costs are to be incurred which are not covered by the Schedule of Quantities, he may insert such costs under "General". No further costs will be allowed if this procedure is not followed.

In the case of sundry extra work, as requested by the Engineer, the following procedure will be followed:

- i) The Engineer will check and approve the purchase of fittings/materials regarding quantities and cost price.
- ii) The Contractor will pay for the items as soon as he receives an account.
- iii) The Contractor will set out his claim on an account and add administration fees/profit as provided in the Appendix to Tender and submit this claim with a copy of the original account.

PSA6 PAYMENT CERTIFICATE

The monthly claim for payment to the Contractor will be set out on a typed form similar to the Schedule of Quantities. A preliminary copy will be submitted to the Engineer for approval where after it will be returned, with or without changes, to the Contractor for submission of the final payment claim. Procedures as specified under the Special Conditions of Contract must be followed.

PSA7 DAYWORK SCHEDULE

When the Engineer requests Daywork, the Contractor will, within 48 hours of the completion of the Daywork, submit a list of details of the Daywork with prices to the Engineer.

PSA8 FINISHING OFF AND CLEARING UP OF SITE

PSA8.1 Description:

After completion of the Works, the Contractor is responsible for the finishing off and clearing up of the site. This work entails the clearing of all obvious signs of construction activities like building equipment, excess material, rubbish and temporary works, to the satisfaction of the Engineer.

PSA9 PAYMENT FOR ITEMS UNDER GENERAL

PSA9.1 Site Establishment:

Payment for site establishment will be done in a single amount, which will cover maintenance and running costs (e.g. water, electricity and supervision).

PSA10 RECEIPT AND STORAGE OF MATERIAL

The Contractor is responsible for the receipt of material on site or at the port where materials are to be collected, as well as for the safe storage thereof. He is responsible for the control of deliveries and signing of delivery notes. The Contractor will ensure that all material delivered be in good condition and will return defective material immediately. The Contractor must ensure that no damage is done during handling of material on site and is fully responsible for any damages before or during installation.

Where the Contractor receives material from the employer (Free Issue) the Contractor is to inspect such material before acceptance. Thereafter the materials shall be off-loaded by the Contractor and stored, protected and cared for in accordance with the Contract. The Contractor shall at all times remain responsible for all such materials after inspection and acceptance.

PSC CLEARING (SABS 1200 C)

The PSC Clauses below refer to SABS 1200 C.

PSC1 CONSERVATION OF FAUNA AND FLORA

SABS specification 1200 C is applicable on this contract. It is expected that the Contractor will only clear the minimum area for construction purposes.

PSC2 CUTTING OF TREES

Grubbing will include removal of all roots up to a depth of at least 1m below natural ground level.

PSC 3 SPOIL

The main spoil site will be within a free haul distance of 1.0 km of the site.

PSDA EARTHWORKS (SABS 1200 DA)

Clauses referred to in this Clause PSDA refer to SABS 1200 DA.

PSDA1 MATERIALS (Sub-Clause 3)

PSDA1.1 Material excavation will be classified as described in the Schedule of Quantities. Excavation shall include for trenching, small foundations, shaping and cut to fill as required.

PSDA1.2 Material for the platforms shall be sourced from essential excavations and the local quarry. All material is deemed to include for freehaul – overhaul will not be paid.

PSDA1.3 Compaction will be done to 95% MOD AASHTO for all works unless otherwise stated on drawings or the Schedule of Quantities.

PSDA2 CONSTRUCTION

PSDA2.1 No excess material from excavations or material used to provide access or protection may be left in the riverbed, ditches, canals or roads. The Contractor must make allowance for the carting away and spoiling of such material.

PSDA3 TOLERANCES

PSDA3.1 All earthworks to be within +25mm or -25mm (vertical height) of the indicated levels on the drawings.

PSDE SMALL EARTH DAMS – SABS 1200 DE – 1984

Clauses referred to in this clause PSDE refer to SABS 1200 DE - 1984.

PSDE 1 MATERIALS (CLAUSE 3)

PSDE 1.1 Earthfill

The walls of the dam are to be constructed with selected material as pointed out on site.

PSDE 1.2 Topsoil

Topsoil is to be placed on all exposed areas on the upstream and downstream face as well as on borrow areas. The minimum layer thickness is to be 100 mm.

PSDE 2 SPECIFICATIONS

PSDE 2.1 Compaction

Minimum compaction shall be 95% of Proctor density. It is required that a padfoot roller be available to ensure this density is achieved.

PSDE 2.2 Moisture Content

The moisture content of fill material shall be between 1% dry and 2% wet of the optimum moisture content (Proctor).

PSDE 2.3 Settlement

A 5% allowance must be made for settlement

PSDK GABION AND PITCHING SABS 1200 DK 1996

Clauses referred to in this clause PSDK refer to SABS 1200 DK - 1996.

PSDK 1 STONE

See Clause 3.2.1

No less than medium stone sizes will be accepted for pitching. The minimum thickness of the pitching shall be 500mm thick.

PSGA CONCRETE (SMALL WORKS) (SABS 1200 GA)

Clauses referred to in this clause PSGA refer to SABS 1200 GA.

PSGA1 CEMENT (Sub-Clause 3.2)

PSGA1.1 Unless otherwise specified on the drawings, cement type shall be Ordinary Portland Cement.
Rapid hardening cement may be used if the Contractor wishes to expedite the works.

PSGA2 AGGREGATES (Sub-Clause 3.4)

PSGA2.1 Unless otherwise specified on the drawings the standard stone size shall be 19 mm.

PSGA2.2 The use of plums in concrete is prohibited.

PSGA3 CONCRETE (Sub-Clause 5.4)

PSGA3.1 Unless otherwise specified or shown on the drawings all concrete shall have 28-day cube strength of 25 MPa.

PSGA3.1 Compaction of all concrete shall be made by either hand or mechanical vibration.

PSHA STRUCTURAL STEELWORK (SMALL WORKS) (SABS 1200 HA)

Clauses referred to in this clause PSHA refer to SABS 1200 HA.

PSHA1 CONSTRUCTION – PROTECTIVE TREATMENT (Sub-Clause 5.2.10)

PSHA1.1 All galvanising shall be done in accordance with SABS ISO 1461. The minimum amount of zinc deposited shall be 760g/m².

PSHA1.2 All galvanised surfaces, which suffer damage during transport or erection, shall be made good with an approved “cold-galvanising” process. Specialised coatings, such as “galvalloy”, “zincfix” etc, shall be obtained only from the manufacturer or an agent appointed by them. These coatings are to be applied strictly in accordance with the manufacturer’s instructions and specially qualified painters are to be employed for this work.

PSHA1.3 Where exposed galvanised steel is to be primed, this is to be achieved using a self-etching primer, followed by one coat of universal undercoating and two coats of high gloss enamel paint. Other galvanised surfaces are to be left unpainted. Coatings at joints and coatings that have been repaired shall be tested in the same manner as the first applied coatings over 100% of the area and shall in every way be to the satisfaction of the Engineer.

PSL MEDIUM PRESSURE PIPELINE – SABS 1200 L – 1983

Clauses referred to in this clause PSL refer to SABS 1200 L - 1983.

PSL 1 PIPING

PSL 1.1 Outlet & Trickle Flow Pipes

The outlet pipes through the wall shall be as detailed on the drawings and in the Schedules of Quantities.

PSL 1.2 Steel Pipes

Steel pipes 200 mm diameter and below are to be hot dipped galvanized to SABS ISO 1461. Steel pipes over 200 mm diameter are to be copon coated and lined unless the pipe is to encased in concrete, in which case only internal protection is required. All copon coating is to be 250 microns thick and steel pipes are to be of 4.5 mm wall thickness.

PSL 1.3 Flanges

Flanges for pipe fittings and valves are to conform to SABS 1123 Table 1 000.

A7 ANNEXURES TO SCOPE OF WORK

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C.5.1 MATERIALS AND CONSTRUCTION

All materials must conform to SABS specifications for the products. This includes all items such as bricks, blocks, brick reinforcement, damp proofing, lintels, glazing, plumbing and drainage etc. All construction works must conform to the applicable standard specifications and installation requirements as per the regulations of the National Building Regulations and Building Standards Act 103 of 1977 as amended by the Standards Act 30 of 1982 and the NBRBSA Acts 36 (1984), 62 (1989) and 49 (1995), and manufacturers' recommendations. All concrete works to conform to Cement & Concrete Institute standards and recommendations.

C.5.2 STANDARD CONCRETE MIXES:

C.5.5.1 Mixing, pouring and curing of concrete: SABS 1200 GA (5.4)

C.5.5.2 Materials: SABS 1200 AA (3); SABS 1200 GA (3)

C.5.5.3 Cement: Common cement 32,5N or R to SANS 50197-1

C.5.5.4 Testing: SABS 1200 AA (7); SABS 1200 GA (7)

C.5.5.5 Quality control through the slump test SABS 1200 GA (5.4.1.2) SABS method 862.

The contractor is to supply the slump testing equipment. Tolerances to SABS 1200 GA

(6.4)

C.5.5.6 Formwork: Refer to SABS 1200 GA (4.4; 5.2) <>

C.5.5.7 Reinforcing: SABS 1200 GA (5.1).

C.5.5.8 Standard Concrete Mixes

STANDARD CONCRETE MIXES:

Concrete for non-structural purposes shall be "Prescribed mix concrete" produced in accordance with the requirements indicated in table 5.1, and the Contractor is also referred to the foregoing preambles insofar as they apply: -

Concrete Class	Estimated Minimum Compressive Strength in MPA at 28 Days	Maximum Nominal Size of Coarse Aggregate in mm	Proportion of Constituents		
			Cement (Parts) ¹	Fine Aggregate (Parts)	Coarse Aggregate (Parts)
A	10	37,5	1 (= 2 bags)	4	5
B	15	19,0	1 (= 2 bags)	3	4
C	20	19,0	1 (= 2 bags)	2½	3½
D	25	19,0	1 (= 2 bags)	2	3
E	30	19,0	1 (= 2 bags)	2	2½

¹ Cement and aggregates shall be mixed by volume and the contents of a 50kg sack of cement shall be taken to be 33L or 0,033m³.

² **If the mix is made using wheelbarrows as measurement (65L or 0.65m³), the volume of 1 wheelbarrow would equate to 2 bags of cement.**

Water addition should be kept to a minimum. Only sufficient water should be used to produce a workable mix of 60-100mm slump. A recommended maximum water : cement ratio is 1 for a 10MPa; 0.8 for a 15MPa; 0.65 for a 20MPa; 0.59 for a 25MPa; 0.53 for a 30MPa mix, however the lower the ratio, the better the durability of the concrete. Approximately 210 litres per m³ of concrete is required for an average quality sand and optimum quantity 19mm stone.

C.5.5.9 Finishes to in-situ Concrete

Class U1 Ordinary Finish

Immediately after placing, the concrete shall be finished rough by screeding with the edge of a wooden board of straight and true line and working between guides set accurately to level. No mortar shall be added and noticeable surface irregularities caused by the displacement of coarse aggregate shall be made good by re-screeding after removing or tamping down the offending aggregate.

Class U2 Wood Float Finish

The concrete surface shall first be brought to the standard Class U1 ordinary finish and then floated with a wood float. Floating shall be started as soon as the screeded finish is stiffened sufficiently and bleed water has evaporated or been removed and it shall be the minimum necessary to produce a surface free from screed marks and uniform in texture.

Class U3 Coarse Brush Surface Finish

The concrete surface shall first be brought to a Class U1 ordinary finish. A coarse brush finish is then applied with a coarse bristle brush. "Brushing" shall be started soon after screeding to produce a uniform patterned coarse surface finish with a rough surface texture in the direction of the desired drainage direction.

Class U4 Steel Float Finish

The concrete surface shall first be brought to the standard Class U1 ordinary finish and then floated with a steel power float. Floating shall be started as soon as the screeded finish is stiffened sufficiently and bleed water has evaporated or been removed and it shall be the minimum necessary to produce a surface free from screed marks and uniform in texture.

C.5.5.10 Mortar & Plaster classes

MORTAR CLASS:	MIX RATIO: (By Volume)	MASONRY CEMENT: kg	LIME: L	SAND: (loose and damp) L (max)
I	1 : 4	50	0-10	130
II	1 : 6	50	0-40	200

PLASTER CLASS:	MIX RATIO: (By Volume)	MASONRY CEMENT: kg	LIME: L	SAND: (loose and damp) L (max)
Rich mix (foundns, wet areas)	1 : 4	50	0-10	130
General purpose	1 : 5	50	0-40	165

C.5.3 STEEL STRUCTURE

- C.5.6.1 **The final structural design must be by a qualified professionally registered structural engineer and conform to SABS 0160 and 0162 design codes and come with an engineering certificate and general arrangement drawings.** It must be designed for all applicable loading factors including wind and snow loading where applicable.
- C.5.6.2 **Anchor plates** – suitable dimensions to match columns as per structural engineer's design.
- C.5.6.3 **Holding down bolts** – appropriate size to match columns as per structural engineers design.
- C.5.6.4 Hot dip galvanised **purlins** – slip tie, to suit beam spacing. Roof sheeting anchoring as per structural engineer's design.
- C.5.6.5 **All fasteners, bearing bolts, friction grip bolts, welding and connections** to be supplied and all works to conform to the applicable SABS Code of Practices. E.g. Welding to SABS Code of Practice 044 etc.
- C.5.6.6 All **dimensions** of steel elements used are to be specified.
- C.5.6.7 **Concrete column footings** as per structural engineer's design (minimum 25MPa, dimensions 600(l) x 600(w) x 800(d) mass concrete but structural engineer's design to take preference).
- C.5.6.8 All steel columns are to have square stub bases elevated approximately 200mm above the levelled earthworks platform.
- C.5.6.9 Galvanized metal **closures** between roof sheeting and purlins are to be provided for vermin proofing.

- C.5.6.10 **Cross braces at the roof** (angle iron type)) between the columns (vertical, behind cladding) and rafter beams (under roof sheets) of the first and second, and the second last and last portals. Two times four is 8 cross braces in total.
- C.5.6.11 **Priming** of structural steelwork: Surfaces are to be cleaned in accordance with SABS 064 and painted with red oxide zinc chromate primer or equivalent in accordance with SABS Specification 909 prior to delivery. Upon delivery to the site and again after erection any bared or damaged surfaces and connections are to be made good with similar primer.
- C.5.6.12 **Painting** of structural steelwork: Any surfaces that may be damaged/welded are to be rubbed down over to a sound surface and then restored by re-applying the removed coat properly merged in with the existing. Two finishing coats of Super Universal Enamel (NY-1G) or equivalent are to be applied after construction is complete to any exposed structural steelwork.

PAINTING OF STRUCTURAL STEELWORK

Priming: *Priming of steelwork (non-galvanized): Surfaces are to be cleaned in accordance with SABS 064 and painted with red oxide zinc chromate primer or equivalent in accordance with SABS Specification 909 prior to delivery. Upon delivery to the site and again after erection any bared or damaged surfaces and connections are to be made good with similar primer.*

Finishing: *Painting of steelwork (non-galvanized): Any surfaces that may be damaged/welded are to be rubbed down over the damaged and surrounding area to a sound surface and then restored by re-applying the removed coat properly merged in with the existing. Two finishing coats of Super Universal Enamel (NY-1G) or equivalent are to be applied after construction is complete to any exposed structural steelwork. Galvanized surfaces requiring surface treatment are to be coated with cold galvanizing.*

C.5.4 FOUNDATIONS

- C.5.7.1 All foundations to be on suitable well compacted material (to extend through any fill material where applicable and well compacted). **The foundation trenches are to be inspected prior to the pouring of any concrete.**
- C.5.7.2 All external and internal walls are to be centrally constructed on a minimum 650x250mm strip footing, suitably reinforced with a minimum of 4 x Y12 OR 6 x Y10 rods throughout all foundations tied to base reinforcing and suitably tied together with stirrups (R6 @ 600mm CTC with a minimum cover of 40mm) to bending code 60 with shape code dimensions of A=150mm and B=550mm.
- C.5.7.3 Class C concrete and surface finishes as per drawing (min U2 finish): $\pm 20\text{MPa}/19\text{mm}$, 1:2½:3½ mix, slump to SABS 1200GA (5.4.1.2). All foundations are to be properly cured for a minimum period of seven days by keeping moist and covered over this time or by applying a concrete curing compound (applied as per manufacturer's specifications).
- C.5.7.4 Permissible deviations: SABS 1200 GA (6.4) Degree of accuracy III for concrete.



C.5.5 FOUNDATION WALLS

- C.5.8.1 The Exterior and Internal foundation walls are to be constructed of SABS standard stock bricks or SABS solid concrete brick units (220mm wide) with SABS galvanized brick force **in every second course** installed to SABS installation practice. All brickwork shall be built in stretcher bond in class I mortar for foundation walls. The use of any clay masonry units require that the units are wet before being laid and the course of units last laid shall be wet before laying a fresh course upon it.
- C.5.8.2 Final foundation levels are to correspond to the finished floor level, minimum 200mm above (levelled) ground level.
- C.5.8.3 The foundation wall is to be constructed as detailed in the drawing, using a double brick wall which contains galvanized SABS brick reinforcing in every course. The mortar is to be a rich mix (class I). Unless otherwise specified is to be Portland cement of normal setting quality, is to comply with SABS Specification 471, and must be used fresh. Cement containing more than 15% blast furnace slag will not be permitted to be used.
- C.5.8.4 Permissible deviations: SABS 1200 GA (6.4) Degree of accuracy III for concrete.

- C.5.8.5 All brick/block work to be sealed with a **rich plaster mix on both sides** before backfilling with soil.
Unless otherwise specified is to be Portland cement of normal setting quality, is to comply with SABS Specification 471, and must be used fresh.

C.5.6 FLOOR

- C.5.9.1 **Sub-Base:** The soil layer under the floor slab is to be well and uniformly compacted. Backfilling & soil compaction to SABS 1200 DA (3.2; 5.2.3.2). The floors are to be on a leveled base and well compacted to minimum 95% Mod AASHTO – Contractor to supply test results proving compaction results – Department Engineer to be notified of test and observe test procedures.
- C.5.9.2 **Base:** On top of the compacted soil a layer of 75mm of 19mm stone and 25mm of river sand will be applied and compacted. The floor base is to be inspected prior to the pouring of any concrete. **The base is to be inspected prior to laying of the damp proofing or pouring of any concrete.**
- C.5.9.3 **Pest control soil poisoning** is to be applied under floor by reputable pest control specialists (registered with the Department of Agriculture and members of the pest control association). Certification is to be provided.
- C.5.9.4 Damp proof sheeting SABS (minimum 375 micron thickness) is required throughout the structure.
- C.5.9.5 **Reinforcing: Ref 395** reinforcing mesh is required throughout the shed. It must be sized and placed so it doesn't go across the joints and is to be **inspected**. Ref 100 reinforcing mesh is required for the aprons.
- C.5.9.6 **Floor:** Class D concrete and surface finishes as per drawing (min U2): $\geq 25\text{MPa}/19\text{mm}$, 1:2:3 mix, slump to SABS 1200GA (5.4.1.2). The main floor area is to be a minimum of 150mm thick with a class U2 finish. The office and store room floors are to have a steel trowel finish, or alternatively be steel floated (U4 finish). The relevant concrete strength certification is to be supplied by the contractor. An **inspection** is required during the pouring of the concrete. Permissible deviations: SABS 1200 GA (6.4) Degree of accuracy III for concrete.
- C.5.9.7 The floor slab is to be properly **cured** for a minimum period of seven days by keeping moist and covered over this time or by applying a concrete curing compound (applied as per manufacturer's specifications). The curing compound is to be applied after the floating process.
- C.5.9.8 The floor slab is to be **jointed** with joints spaced at a maximum spacing of 6mx3m. The entire floor must be cast in one pour and jointed using saw cuts 40mm deep to be done at the 'ideal' time (when slight raveling of the sawn surface is evident when cutting). Reinforcing is not to extend through joints.

Screed mixes where applicable: 1 part masonry cement (ENV 413-1) : 4 parts sand (SABS 1090) by volume.

- C.5.9.9 **Apron:** A concrete apron is to be constructed around the entire structure 1000mm wide. The dimensions are to be 100mm thick and slope away from the structure. The aprons are to be constructed in panels not exceeding 3m length x 1.0m wide and reinforced (Ref 193 mesh).
- C.5.9.10 **Ramps:**
Roller shutter door 1: One 4.00m wide, widening out to 6.00m, concrete ramp (25 MPa/19mm) to be constructed of 4.00m length in front of big roller shutter door (1) at the back. The top of it must be level with the finished floor level. Use Ref 395 reinforcement. Minimum thickness (at toe) 125mm. Base and sub base as per the floor requirements.
Roller shutter door 2: One 10m x 6m long 25MPa/19mm, Ref 395 concrete loading platform at the roller shutter door in front (no. 2), with two ramps widening out to 7.0m.
Roller shutter door 3: The area in front of this roller shutter door will not have concrete but be paved with G5 aggregate plus gravel to enable the construction of a below ground dump pit at a later stage.

C.5.7 SUPER STRUCTURE:

Materials: SABS 1200 AA (3); SABS 1200 GA (3)

Cement: Common cement 32,5N or R to SANS 50197-1
Testing: SABS 1200 AA (7); SABS 1200 GA (7)
Tolerances to SABS 1200 GA (6.4)

PLASTER MIX: 1 part masonry cement (ENV 413-1) : 5 parts sand (SABS 1090) by volume. Plaster must be greater than 10mm thickness- an average of 15mm thickness is assumed throughout.
PAINTING: 1 coat of plaster primer is to be applied followed by 2 coats of superior exterior PVA paint to be used for all external walls and internal walls.

C.5.8 WALLS

- C.5.11.1 SABS damp proof course is required at the base course above the floor slab level throughout.
- C.5.11.2 Blocks must be SABS approved. Use only SANS M200 & M150 blocks for all walls as indicated on the drawing. The use of any clay masonry units require that the units are wet before being laid and the course of units last laid shall be wet before laying a fresh course upon it. All block/brickwork shall be built in stretcher bond in class II mortar for super structure walls. The mortar is to be a general purpose mix (class II). Unless otherwise specified is to be Portland cement of normal setting quality, is to comply with SABS Specification 471, and must be used fresh.
- C.5.11.3 All walls to be reinforced with brick force (SABS) every second course and reinforced as detailed on the drawing.
- C.5.11.4 Both internal and external walls are to be **plastered and painted**.
- C.5.11.5 **An inspection** is required when the brickwork reaches lintel height.
- C.5.11.6 **An inspection** is required before the plastering of any walls.

C.5.9 ENTRANCES

- C.5.12.1 SABS approved concrete **lintels** to be used over all pedestrian doors and windows. Use 145 x 70mm pre-stressed lintels openings. All recommended transporting, conveying and installation methods including bracing and support of lintels and minimum overlaps of lintels into brickwork to be strictly adhered to.
- C.5.12.2

GUIDELINES FOR THE INSTALLATION OF LINTELS			
	Span width		
	<1.5m	1.5 - m	> 2.5m
*Bearing on each side, minimum	150mm	250mm	350mm
Brick courses above lintel, minimum	4	4	5
Support/props every –x- metres	1m	1.5m	1.5m
No. of days that support required	7	7	7

- C.5.12.3 Two heavy-duty solid meranti doors to be installed, one at the shed front outside and one inside the shed as office door. *Outside door* to be protected with a hinged steel security door as per drawing RDN/2012/08a/STO. *Office door* to have burglar gate. See Drawing RDN/2017/032/STO.
- C.5.12.4 Double leaf double steel doors and frames will be required for the store room.
- C.5.12.5 In addition, **two roller shutter doors** are required in the front and back of the shed (4.00m x 4.00m), whereas one is required along the side (2.50m x 3.00m). Steel thickness: 22 gauge. Guided ribbed corrugation type. Fully galvanized, Grade E steel, 22 gauge steel (0.64mm) with lockable chain drive and channel lining. Lockable from the inside also with 2 barrel bolts into side walls.

C.5.10 WINDOWS

- C.5.13.1 All windows to be steel (primed at factory) with brass stays, fasteners, handles and suitable glazing (4mm clear glass) with factory fitted burglar guards, or as per the specifications of

Drawing 4H. Super Universal Enamel is to be painted for all non-galvanized steelwork finishing. Alternatively, galvanized windows may be used throughout which require no additional finishing.

- C.5.13.2 Windows required :- a) 11 x G9 steel cottage frame 1511mm x 359mm;
b) 1 x D54 steel cottage frame 1511mm x 1540mm.

C.5.11 BRANDERED OFFICE CEILING

- C.5.14.1 Use 9.5mm thick ceiling Rhinoboard (e.g. RhinoCeil Prestige S9,5mm from Gyproc).
C.5.14.2 Use SABS approved SA Pine, Saligna branders fixed at 400mm centres in one direction onto which 9,5mm Taper or Square-edge Rhinoboard is fixed at right angles to the branders with printed side up 13.3. Use 32mm grabber screws spaced at 150mm centres.
C.5.14.3 All joints to be covered with RhinoTape (double over butt joints) and the ceiling then plastered with a 3-6mm coat of RhinoLite or Crete Stone plaster applied as per manufacturer's instructions.
C.5.14.4 Use 75mm cornices between ceiling and wall

C.5.12 PLUMBING

- C.5.15.1 Two plastic water tanks (Jojo type or equivalent) are required (5000 l each). These tanks need to be installed onto steel tank stand as per specifications. The tanks are to be elevated above the ground level but beneath the eaves to allow for rainwater harvesting from the structures roof.
C.5.15.2 Seamless aluminium roof gutters with funnels and aluminium downpipes are to supply water to these tanks. The tanks are to be placed as indicated in the plan. A ball valve is to be connected to the outlet of each tank. The tanks must be well anchored and secured to the stands and to the bases. The overflow is to spill away from the structure.

2) MATERIALS AND CONSTRUCTION

All materials must conform to SABS specifications for the products. This includes all items such as piping, HDPE fittings, tank stands, reservoir tank, all other fittings, borehole pump and control box, etc.

All construction works must conform to the applicable standard specifications and installation requirements as per NBR requirements and manufacturers recommendations. All concrete works to conform to Cement & Concrete Institute standards and recommendations.

STANDARD CONCRETE MIXES: (Class B concrete Slabs and footings)

Mixing, pouring and curing of concrete: SABS 1200 GA (5.4)

Materials: SABS 1200 AA (3); SABS 1200 GA (3)

Cement: Common cement 32,5N or R to SANS 50197-1

Testing: SABS 1200 AA (7); SABS 1200 GA (7)

Quality control through the slump test SABS 1200 GA (5.4.1.2) SABS method 862. The contractor is to supply the slump testing equipment.

Tolerances to SABS 1200 GA (6.4)

Formwork: Refer to SABS 1200 GA (4.4; 5.2)

Reinforcing: SABS 1200 GA (5.1)

Refer to standard concrete mixes specification

PPS 1.8 CONCRETE FOOTINGS

The footings shall consist of 25MPa concrete in accordance with SANS 1200 G.

PPS 1.9 PAINTING

All surfaces that require painting must be prepared in accordance with SANS 8502-5:2008/ISO 8502-5:1998, IDT, Ed. 1. All painting must be carried out in accordance with SANS 10305-5:2005.

8 IMPLEMENTATION OF CONTRACTOR'S HEALTH AND SAFETY PLAN

8.1 General

The Contractor shall describe in his Health and Safety Plan how he intends implementing his plan. The Contractor shall indicate the methods he intends using to ensure accurate record keeping of all critical elements identified in his risk assessment and covered in his Health and Safety Plan.

The Contractor shall indicate how internal audits will be carried out, how shortcomings will be addressed, how he intends to review the safety plans, how he would train staff and how he would implement the findings and recommendations of internal audits or inputs of employees.

8.2 Administrative Systems

The Contractor shall comply with Section 9 of the General Administrative Regulations, 1996. The Contractor's administrative system shall without limiting his obligations, cover the following:

- Up keep of a safety file on site,
- Maintenance of his Health and Safety plan,
- Procedures to follow for the appointment of competent persons,
- Application for permits,
- Procedures to follow for notifications, Injury on duty [IOD] administration,
- Recording of minutes of safety meetings, Recording of checklists,
- Safe keeping of checklists, and
- Internal audits.

The Contractor shall in particular ensure that at least one copy of the Occupational Health and Safety Act, 1993 and its Regulations is available on the for every 20 employees employed.

8.3 Reporting Systems

The Contractor shall comply with Section 9 of the General Administrative Regulations, 1996 and shall in particular (in accordance with section 12) furnish an inspector with information relating to health and safety on the construction site, when requested to do so.

The Contractor shall notify the Employer of any investigations, complaint or criminal charge which may arise as a consequence of the provision of the Occupational Health and Safety Act, 1993 and its Regulations, pursuant to work performed in terms of this Contract.

8.4 Training

The Contractor shall train all his employees in accordance with the requirements of section 13 of the Occupational Health and Safety Act, 1993. The Contractor shall ensure that every employee is informed of the following:

The hazards of any work he has to perform or plant machinery or equipment he is permitted to use, and
The precautionary measures which should be taken regarding the above.

The Contractor shall, without limiting his obligations, indicate in his Health and Safety Plan how he intends:

Identifying the training needs of the personnel he intends employing, and
Implementing the training identified
What proof of induction training will be carried by his employees (e.g. laminated type identification card).

8.5 Safety Meetings

The Contractor shall conduct at least one formal safety meeting per month with his employees to ensure safety awareness and shall maintain appropriate records of attendance and meeting content. Such records shall be made available to the Employers Safety Agent. Such meetings shall address at least the following:

Accident / safety incidents
Hazardous conditions
Hazardous materials / substances
Job or work projections
Work procedures
Protective clothing / equipment
Housekeeping
General safety topics

8.6 Inspections and Monitoring

The Contractor shall be required to inspect each workplace prior to works commencing to ensure that all protective equipment is in place and that by entering the workplace no person will be exposed to any hazard which could affect his health or safety. The Contractor shall without limiting his obligations, indicate the following in his Health and Safety Plan:

The inspection and monitoring procedures he intends employing to determine the safety of workplaces, and
Who will be responsible for the checking of each workplace at the commencement of each shift.

The Contractor shall include in his Health and safety Plan all the checklists he intends using during the inspection and monitoring of the implementation of his Health and Safety Plan.

The Contractor can expect inspections of the works by any of the following parties:

The Employer or his Safety Agent,
The Employer's Occupational Safety Officer, or
The designated officer serving in the Department of Manpower and appointed by the Minister as Chief Inspector or his representative.

In addition to site inspections performed by the Employer or his safety agent they shall also do audits and assess the safety situation at the works and investigate incidents. Follow-up inspections will be performed to ensure compliance to recommendations done.

The Employer, his Safety Agent or his Occupational Safety Officer may stop the work at any time under the following conditions:

If the Contractor is not compliant with his Health and Safety Plan Imminent threat to the health and safety of any person on site Continuous non-conformance to corrective action requests.

Inspections by the Chief Inspector or his representative will be by appointment and the purpose would be to investigate complaints received by the Inspector or to investigate serious incidents.

The Chief Inspector or his representative may issue prohibition notices to stop the activities at the works until the situation investigated has been resolved or he may issue an improvement notice whereby the Contractor will have a period to rectify any hazard identified by the inspector.

9. AUDITING

9.1 Internal Audits

The audits contemplated in regulation 4.(1)(d) of the Construction Regulations, 2003 will be carried out by the Employer or his appointed Safety Agent.

The intervals for the audits shall be agreed between the Contractor and the Employer or his Safety Agent during the preparation of the Contractor's Health and Safety Plan, but shall be carried out at least once every month or at such shorter interval that an inspector may require. The Employer or his Safety Agent shall provide at least 7 calendar days notice prior to the conducting of an audit.

The findings of each audit will be made known to the Contractor and the Employer in a report prepared by the Employer or his Safety Agent and will be submitted to all parties within seven working days of the respective audit being completed. Any shortfalls identified will be documented in the audit report together with the Contractor's proposals to rectify the same. All audit reports will be filed in the Health and Safety File.

A date for a follow up audit will be negotiated with the Contractor to verify the implementation of all actions to rectify shortfalls as identified in the audit report .

The Contractor will ensure that the same arrangement detailed above be implemented with his Contractors to ensure his compliance with the Construction Regulations and contemplated in regulation 5. (3)(c).

The audits described above only constitutes part compliance by the Employer or the Safety Agent with regulation 4.(1)(c) of the Construction Regulations, 2003.

9.2 Audits by Employer or Safety Agent

The Employer or Safety Agent will be entitled to carry out additional audits or follow-up audits, as the case may be, at any time during the construction period provided that:

- i) The audit or follow-up audit are carried out during ordinary working hours, and
- ii) The Employer or Safety Agent gives the Contractor at least 24 hours notice of his intention to carry out such audits.

The Contractor's employees indicated in Section 9.1 will be present during any audit carried out by the Employer or his Safety Agent.

10. MEASUREMENT AND PAYMENT

10.1 Measurement and Payment

10.1.1 The scheduled items for health and safety will be as specified in clause 31 of section 001 of the Standard Specifications.

10.1.2 The Contractor shall price all items scheduled in this section of the schedule of quantities to enable the Employer to comply with clause 4.1.(h) of the Construction Regulations, 2003. Failure by the Contractor to price these items will force the Employer to reject the Contractor's tender in terms of clause 4.(4) of the Construction Regulations, 2003.

ANNEXURE 1

APPOINTMENT LETTERS PRO-FORMA'S

COMPANY LETTER HEAD

Attention: (**Assistant Construction Supervisor's Name**)

APPOINTMENT OF THE ASSISTANT CONSTRUCTION SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 6(2)

I, (**contractor's name**) hereby appoint (**assistant construction supervisor's name**) as the assistant supervisor responsible for (**site address**) to carry out the construction work of (**description of construction work and area of responsibility**).

In terms of this appointment you are required to ensure that all construction work performed under your supervision is carried out as follows:

1. By persons suitably trained and competent to do such work;
2. That all persons are aware and understand the hazards attached to the work being carried out;
3. That the required risk assessments are carried out;
4. That precautionary measures are identified and implemented;
5. That discipline is enforced at the construction site at all times;
6. That all identified statutory requirements are met; and
7. That any other interest in terms of health and safety with respect to the responsible area is met.
8. You will accept the duties of the Construction Supervisor in his absence.

You are required to report any deviations of the above-mentioned instruction to (**construction supervisor's name**) and in his absence to the contractor's representative.

This appointment is valid from (**date**) to the completion of the stipulated construction work.

You shall submit a written weekly report any non-compliance with the construction Regulations, 2003.

Contractor's Representative full name	Signature	Date
.....		

Kindly confirm your acceptance of this appointment by completing the following:

I, (**assistant construction supervisor**) understand the implications of the appointment as detailed above and confirm my acceptance.

Assistant construction supervisor's	Signature	Date

COMPANY LETTER HEAD

Attention: **(Safety Officer’s Name)**

APPOINTMENT OF THE CONSTRUCTION HEALTH AND SAFETY OFFICER IN TERMS OF CONSTRUCTION REGULATION 6(6)

I, **(contractor’s name)** hereby appoint **(safety officer’s name)** as the Construction Health and Safety Officer responsible for **(site address)** to manage all the health and safety issues as required in terms of the Act by establishing a health and safety program with elected health and safety Representatives.

You shall ensure that all the requirements in terms of the Act and in particular in terms of the Construction Regulations, 2003 are met. You shall also ensure that all appointed sub-contractors comply with the requirements as stipulated in the Construction Regulations, 2003.

You shall further ensure that all records, registers and required lists are maintained and shall stop construction work upon identifying any non-compliance by any contractor; this includes stopping any work should the competency of the person carrying out such work be questionable.

This appointment is valid from **(date)** to the completion of the stipulated construction work.

_____	_____	_____
Contractor’s Representative full name	Signature	Date
.....		

Kindly confirm your acceptance of this appointment by completing the following:

I, **(construction health and safety officer’s name)** understand the implications of the appointment as detailed above and confirm my acceptance.

_____	_____	_____
Construction Health & Safety Officer's full name	Signature	Date

COMPANY LETTER HEAD

Attention: **(Construction Vehicle and Mobile Plant Inspector)**

**APPOINTMENT OF THE CONSTRUCTION VEHICLE AND MOBILE PLANT INSPECTOR
IN TERMS OF CONSTRUCTION REGULATION 21(1)(j)**

I, **(contractor's name)** hereby appoint **(construction vehicles and mobile plant inspector's name)** as the construction vehicles and mobile plant inspector responsible for **(site address)** to inspect on a daily basis all construction vehicles and mobile plant, as per the provided checklist.

You shall ensure that when becoming aware of any health and safety hazards in respect to construction vehicles and mobile plant that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations, 2003 are at all times met.

This appointment is valid from **(date)** to the completion of the stipulated construction work.

_____	_____	_____
Contractor's Representative full name	Signature	Date
.....		
Kindly confirm your acceptance of this appointment by completing the following:		

I, **(construction vehicles and mobile plant inspector's full name)** understand the implications of the appointment as detailed above and confirm my acceptance.

_____	_____	_____
Construction vehicles and mobile plant inspector's full name	Signature	Date

COMPANY LETTER HEAD

Attention: **(Sub-Contractor's Name)**

**APPOINTMENT OF SUB-CONTRACTOR IN TERMS OF THE CONSTRUCTION
REGULATION 5(3)(b)**

I, **(contractor's name)** hereby appoint **(sub-contractor's name)** as the sub-contractor responsible for **(site address)** to carry out the construction work of **(description of construction work)**.

You shall ensure that you meet all the requirements in terms of the Act and in particular in terms of the section 37(2) agreement and the Construction Regulations, 2003. You shall also ensure that all contractors appointed by yourself and reporting to you comply with the requirements as stipulated in the Construction Regulations, 2003.

You shall also ensure that all the information and specifications to ensure that the construction work is carried out in a safe manner are carried over to all contractors appointed and reporting to you.

You shall further ensure that all records, registers and required lists are maintained and that all persons appointed to carry out tasks as stipulated by these regulations are competent and have the necessary resources to complete their tasks effectively in such a manner that health and safety is not in any manner compromised.

This appointment is valid from **(date)** to the completion of the stipulated construction work.

You shall submit a written weekly report on all shortfalls that have not been met in terms of these regulations.

Contractor's Representative full name

Signature

Date

.....
Kindly confirm your acceptance of this appointment by completing the following:

I, **(sub-contractor's name)** understand the implications of the appointment as detailed above and confirm my acceptance.

Sub-Contractor's Representative full name

Signature

Da

COMPANY LETTER HEAD

Attention: **(Construction Supervisor's Name)**

APPOINTMENT OF THE CONSTRUCTION SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 6(1)

I, **(contractor's name)** hereby appoint **(construction supervisor's name)** as the Supervisor responsible for **(site address)** to carry out the construction work of **(description of construction work and area of responsibility)**.

In terms of this appointment you are required to ensure that all construction work performed under your supervision is carried out as follows:

1. By persons suitably trained and competent to do such work;
2. That all statutory appointments have been completed;
3. That, where required, health and safety committees are established and that meetings are accordingly held;
4. That all persons are aware and understand the hazards attached to the work being carried out;
5. That the required risk assessments are carried out;
6. That precautionary measures are identified and implemented;
7. That discipline is enforced at the construction site at all times;
8. That all identified statutory requirements are met; and
9. That any other interests in terms of health and safety with respect to the responsible area is met.
10. You will in writing delegate your duties to the Assistant Construction Supervisor while absent from site.

You are required to report any deviations of the above-mentioned instructions to **(contractor's name)**. This appointment is valid from **(date)** to the completion of the stipulated construction work. You shall submit a written weekly report on all shortfalls that have not been met in terms of these regulations.

Contractor's Representative full name

Signature

Date

.....
Kindly confirm your acceptance of this appointment by completing the following:

I, **(construction supervisor)** understand the implications of the appointment as detailed above and confirm my acceptance.

Construction Supervisor's full name

Signature

Date

COMPANY LETTER HEAD

Attention: **(Excavation Work Supervisor’s Name)**

**APPOINTMENT OF THE EXCAVATION WORK SUPERVISOR IN TERMS OF
CONSTRUCTION REGULATION 11(1)**

I, **(contractor’s name)** hereby appoint **(excavation work supervisor’s name)**as the excavation work supervisor responsible for **(site address)** to supervise and carry out all the necessary inspections in terms of all excavation work as per the provided checklist.

You shall ensure that when becoming aware of any health and safety hazards in respect to excavation work that that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations are at all times met. This appointment is valid from **(date)** to the completion of the stipulated construction work.

_____	_____	_____
Contractor’s representative full name	Signature	Date

.....
Kindly confirm your acceptance of this appointment by completing the following:

I, **(excavation work supervisor’s full name)**understand the implications of the appointment as detailed above and confirm my acceptance.

_____	_____	_____
Excavation Work Supervisor full name	Signature	Date

COMPANY LETTER HEAD

Attention: **(Form work and Support work supervisor's name)**

APPOINTMENT OF THE FORMWORK AND SUPPORT WORK SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 10(a)

I, **(contractor name)** hereby appoint **(form work and support work supervisor's name)** as the formwork and support work supervisor responsible for **(site address)** to supervise and carry out all the necessary inspections in terms of all formwork and support work as per the provided checklist.

You shall ensure that when becoming aware of any health and safety hazards in respect to formwork and support work that the necessary precautionary measures are taken and enforced. Hazards are reported in writing to the Construction, Health and Safety Officer and the Construction Supervisor.

You shall further ensure that the requirements of the Construction Regulations are at all times met. This appointment is valid from **(date)** to the completion of the stipulated construction work.

_____ Contractor's representative full name	_____ Signature	_____ Date
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Kindly confirm your acceptance of this appointment by completing the following:

I, **(formwork and support work supervisor's full name)** understand the implications of the appointment as detailed above and confirm my acceptance.

_____ Formwork and Support Work Supervisor's full name	_____ Signature	_____ Date
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COMPANY LETTER HEAD

Attention: **(Ladder Inspector's Name)**

**APPOINTMENT OF THE LADDER INSPECTOR IN TERMS OF CONSTRUCTION
REGULATION 13(A)**

I, **(contractor's name)** hereby appoint **(ladder inspector's name)** as the ladder inspector responsible for **(site address)** to manage ladders on site. You should inspect the ladders as per the checklist at least once a week.

You shall ensure that when becoming aware of any health and safety hazards in respect to ladders that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations, 2003 are at all times met.

This appointment is valid from **(date)** to the completion of the stipulated construction work.

_____	_____	_____
Contractor's representative full name	Signature	Date

Kindly confirm your acceptance of this appointment by completing the following:

I, **(ladder inspector's full name)** understand the implications of the appointment as detailed above and confirm my acceptance.

_____	_____	_____
Ladder inspector's full name	Signature	Date

COMPANY LETTER HEAD

Attention: **(Risk Assessor's Name)**

**APPOINTMENT OF THE CONSTRUCTION SITE RISK ASSESSOR IN TERMS OF
CONSTRUCTION REGULATION 7(1)**

I, **(contractor's name)** hereby appoint **(risk assessor's name)** as the construction site risk assessor responsible for **(site address)** to carry out risk assessments prior to the commencement of construction work and any other risk assessment that may be required for the duration of the construction work.

You shall ensure that all risks are identified and analyzed and that safe working procedures are drafted and implemented to reduce, mitigate or controls the hazards that were identified.

You will at least use the risk evaluation program with the provided checklists.

This appointment is valid from **(date)** to the completion of the stipulated construction work.

_____	_____	_____
Contractor's representative full name	Signature	Date

Kindly confirm your acceptance of this appointment by completing the following:

I, **(construction site risk assessor's name)** understand the implications of the appointment as detailed above and confirm my acceptance.

_____	_____	_____
Construction site Risk Assessor's full name	Signature	Date

COMPANY LETTER HEAD

Attention: **(Scaffolding Supervisor’s Name)**

**APPOINTMENT OF THE SCAFFOLDING SUPERVISOR IN TERMS OF CONSTRUCTION
REGULATION 14(2)**

I, **(contractor’s name)** hereby appoint **(scaffolding supervisor’s name)** as the scaffolding supervisor responsible for **(site address)**to supervise and carry out all the necessary inspections in terms of all scaffolding work. (Whether newly erected, altered or moved as per the provided checklist)

You shall ensure that when becoming aware of any health and safety hazards in respect to scaffolding work that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations, 2003 are at all times met.

This appointment is valid from **(date)** to the completion of the stipulated construction work.

_____	_____	_____
Contractor’s Representative full name	Signature	Date

Kindly confirm your acceptance of this appointment by completing the following:

I, **(scaffolding supervisor’s full name)** understand the implications of the appointment as detailed above and confirm my acceptance.

_____	_____	_____
Scaffolding Supervisor’s full name	Signature	Date

COMPANY LETTER HEAD

Attention: **(Stacking and Storage Supervisor’s Name)**

**APPOINTMENT OF THE STACKING AND STORAGE SUPERVISOR IN TERMS OF
CONSTRUCTION REGULATION 26(a)**

I, **(contractor's name)** hereby appoint **(stacking and storage supervisor's name)** as the stacking and storage supervisor responsible for **(site address)** to manage all stacking and storage on site.

You shall inspect all new stacking and thereafter as often as needed according to the checklist.

You shall ensure that when becoming aware of any health and safety hazards in respect to stacking and storage that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations are at all times met. On identifying any shortfalls or hazards convey such information in writing to the construction supervisor.

This appointment is valid from **(date)** to the completion of the stipulated construction work.

_____	_____	_____
Contractor's Representative full name	Supervisor	Date

Kindly confirm your acceptance of this appointment by completing the following:

I, **(stacking and storage supervisor's full name)** understand the implications of the appointment as detailed above and confirm my acceptance.

_____	_____	_____
Stacking and Storage Supervisor's Full name	Signature	Date

ANNEXURE 2

NOTIFICATION TEMPLATES

COMPANY LETTER HEAD

Attention: The Provincial Director
The Department of Labour
[Postal Address*]

NOTIFICATION OF CONSTRUCTION WORK ON CONTRACT [NUMBER] [CONTRACT DESCRIPTION]

In terms of regulation 3.(1) of the Construction Regulations , 2003 promulgated on 18 July 2003 in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), we hereby notify you of our intention to commence construction works on the abovementioned contract, which:

Includes the demolition of a structure exceeding a height of 3 meters,
Includes the use of explosives to perform the construction work,
Includes the dismantling of fixed plant at a height greater than 3 meters,
Will exceed 30 days or will involve more than 300 person days of construction,
Includes excavation work deeper than 1 meter, or
Includes working at a height greater than 3 meters above ground or a landing.

1. Parties involved on the Contract

1.1 The Principal Contractor is: [Contractor's Name]
[Contractor's postal address]
[Contractor's postal address]
Att: [Contractor's contact person and telephone number]

1.2 The Client (Employer) is: [Employer's Name]
[Employer's postal address]
Att: [Employer's contact person and telephone number]

1.3 The Client's Safety Agent is: [Safety Agent's Name]
[Safety Agent's postal address]
Att: [Safety Agent's contact person and telephone number]

1.4 The Contractor's Construction Supervisor is: [Contractor's Construction Supervisor's name and telephone number]

2. Details of the construction works

2.1 The physical address of the works is: [Physical address of works]
[Physical address of works]

2.2 The nature of the construction works is: [Provide a description of the works].

2.3 The expected commencement date of the Works is : [Insert expected commencement date]

2.4 The expected completion date of the works is : [Insert expected completion date]

2.5 The estimated maximum number of persons on the construction site:

2.6 A total of _____ contractors will be accountable to the Principal Contractor on the construction site during the execution of the Works. The names of the contractors already chosen are as follows: [Provide a list of the Contractor's subcontractors already appointed]

3. Other details

3.1 The Principal Contractor's compensation registration number is: _____

3.2 In terms of regulation 3.(3) a copy of this notification will be kept on site for

inspection. We trust the above is in order.

Yours faithfully,

Signature

Date

* Postal Address of Provincial Director as indicated in regulation 1 of the General Administrative Regulations, 1996.

ANNEXURE 3

IDENTIFIED HEALTH AND SAFETY HAZARDS

ANNEXURE 3: IDENTIFIED HEALTH AND SAFETY HAZARDS

In terms of Regulation 4(1)(b) of the Construction Regulations 2003 the following hazards anticipated with the scope of work have been identified.

NOTE: The list of potential hazards is by no means intended to be all inclusive and is not limited to this list, and it remains the responsibility of the Contractor to identify all possible hazards with regards to his scope of work and to put measures in place to mitigate, reduce or control these hazards.

Potential Hazards

1. Commissioning of new installations
2. Confined space entry
3. Demolition/breaking into existing structures
3. Excavation shoring / brazing
4. Excavations been flooded during rain season
5. Explosives
7. Hazardous material handling / storage / management
8. Heat stress
9. Loading and off loading vehicles
10. Manual handling of materials
11. Plant and equipment integrity
12. Public and traffic safety
13. Requirements for plant isolations
14. Roofing and Cladding operations
15. Safe usage and storage of Oxygen, Acetylene and LPG cylinders
16. Scaffolding
17. Stacking and storage of equipment / materials
18. Tie-ins into existing equipment
19. Usage of compressed air and equipment
20. Work involving radioactive sources
21. Working in operational areas
22. Working on live electrical installations / sub-stations / MCC rooms
23. Working on moving equipment.

ANNEXURE 4

**COMPLIANCE COVID-19 OCCUPATIONAL HEALTH AND SAFETY MEASURES IN WORKPLACES
COVID-19 (C19 OHS), 2020**



GENERAL NOTES:

1. Figured dimensions to be taken in preference to scaling. All dimensions in mm unless stated otherwise.
2. All work to be executed in strict accordance to the NBR and LOCAL AUTHORITY by-laws.
3. The contractor is responsible for the correct setting out of the works, particularly boundaries, building lines, servitudes, etc.
4. The contractor is to verify all levels, heights and dimensions on site and to check these against the drawings before commencing work.
5. The contractor is to locate and identify any or all existing services, and to protect these from damage whilst on site throughout the duration of the contract
6. Any discrepancies, errors, omissions are to be brought immediately to the attention of the ARCHITECT
7. All materials to be used in strict accordance to manufacturers specifications
8. Workmanship is to be of the highest standard throughout

DRAINAGE NOTES:

1. I.E's to be provided at all bends, junctions & changes in direction with suitable marked covers at NGL
2. P-type reseal traps to all waste fittings
3. All drains passing under the buildings shall be sleeved and accessible for cleaning along the entire length
4. All drains to be 100mm diameter and laid to a minimum fall of 1:60
5. Unvented drains are not to exceed 6m in length
6. All waste fittings/pipes to be accessible for cleaning purposes along the entire length
7. Provide temporary toilets on site before commencing building operations
8. All fittings to have anti-siphon valves
9. No vent pipe shall be less than 2m above any window, door or other opening, and less than 100mm above the closest part of the roof covering
10. Provide R.E. at 1.5m from the municipal connection
11. Radius bend are to be 300mm at the foot of all discharge stacks

ALL GLAZING AS PER NBR

IF IN DOUBT – PLEASE ASK

DRDLR

RID

64 m² Standard Unit

Project number 056

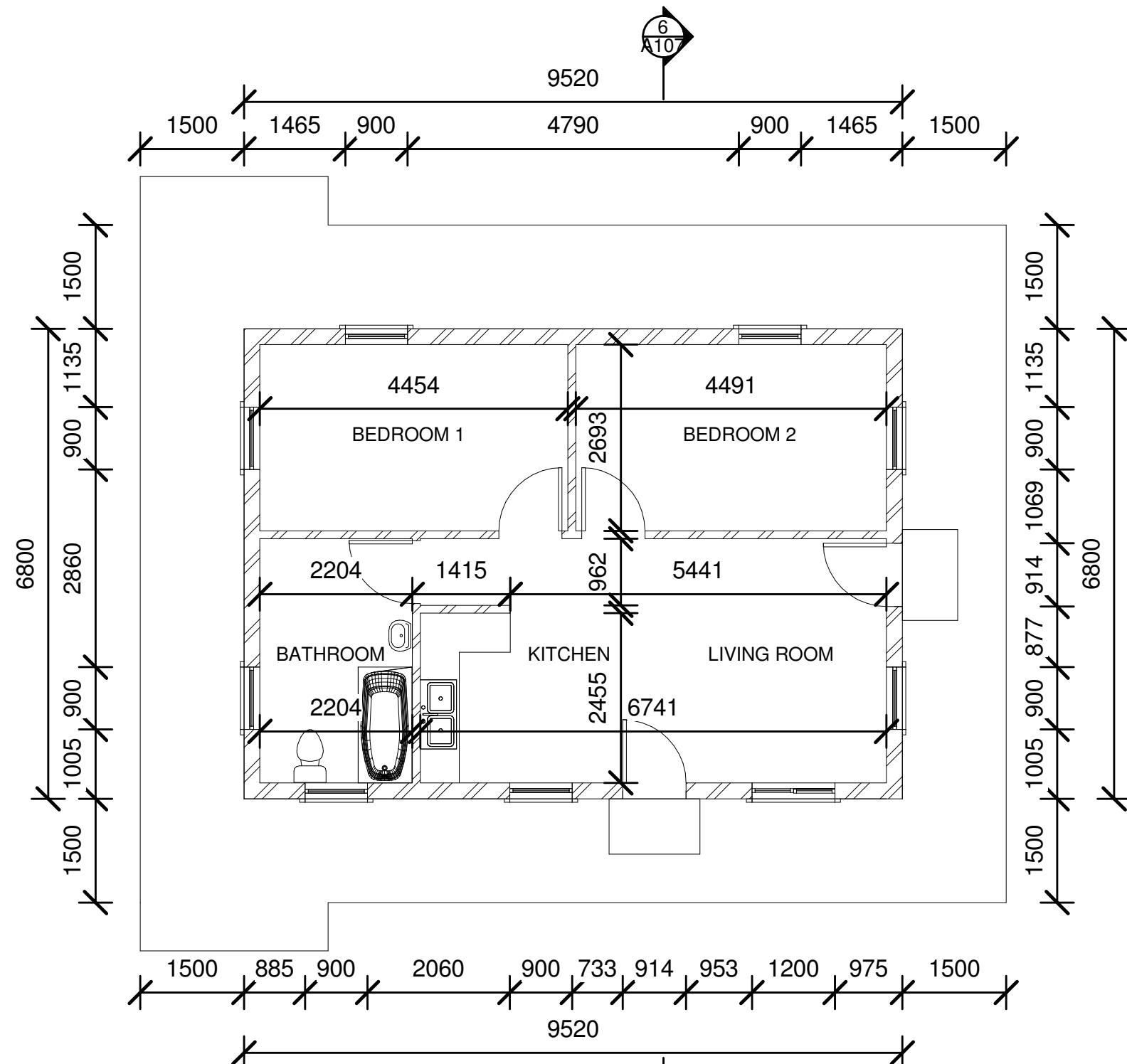
Date 22/08/2018

Drawn by TGM

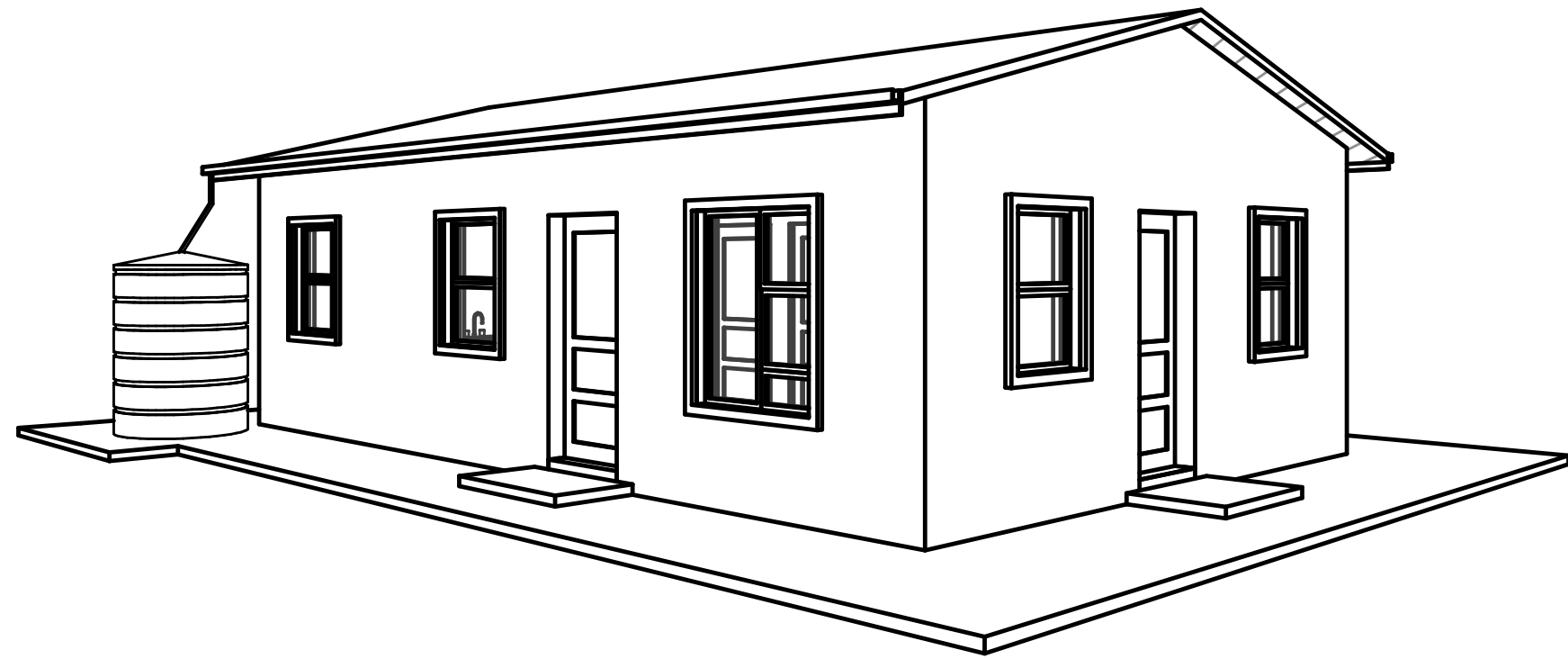
Checked by KN

A107

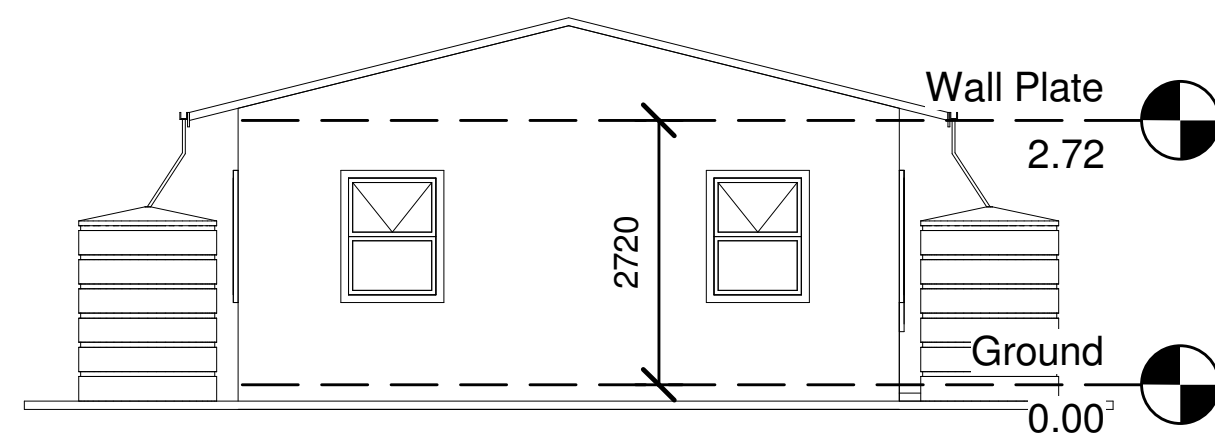
Scale 1 : 100



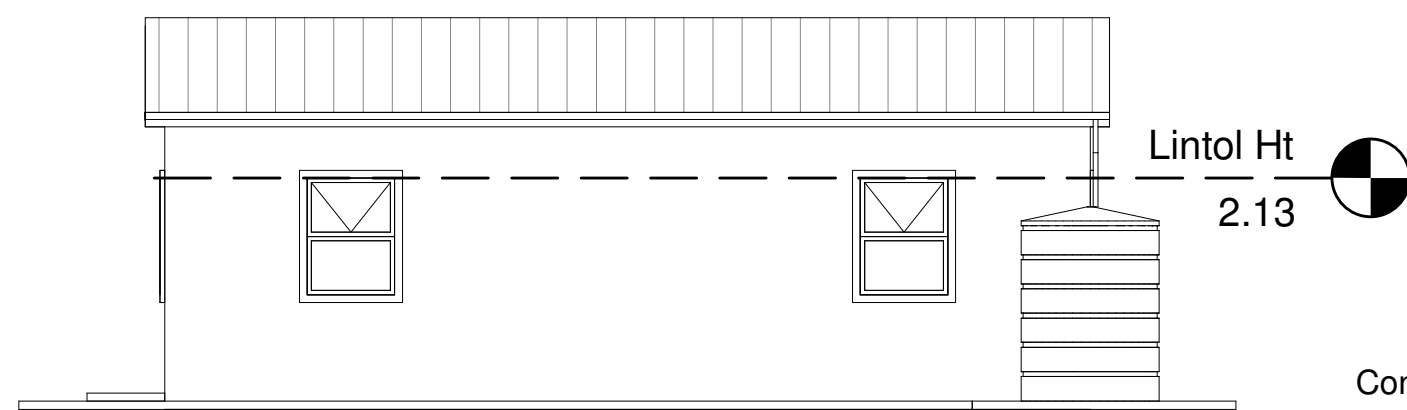
1 GROUND FLOOR
1 : 100



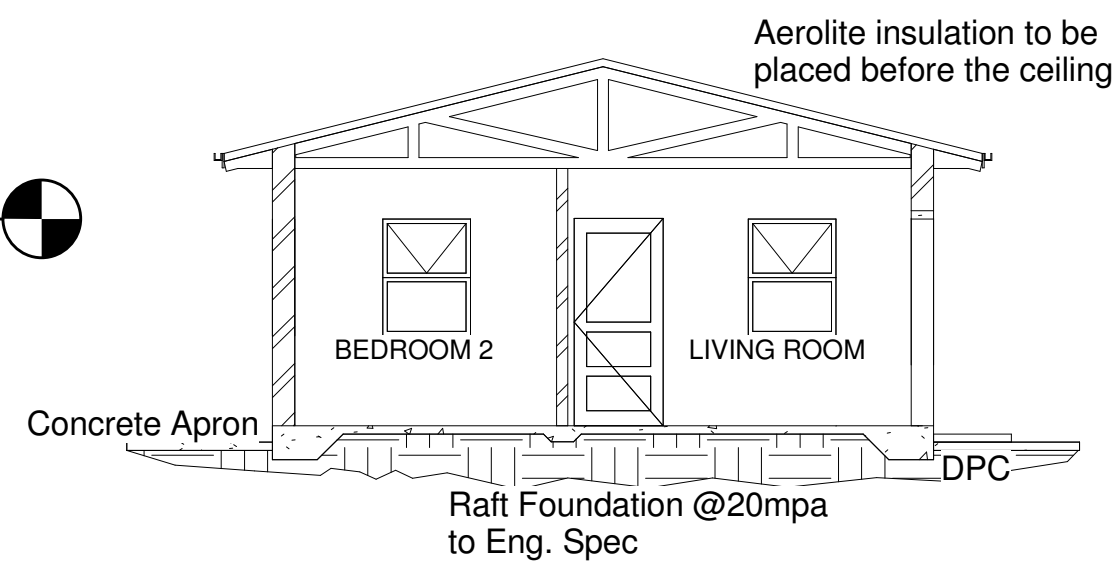
7 PERSPECTIVE VIEW



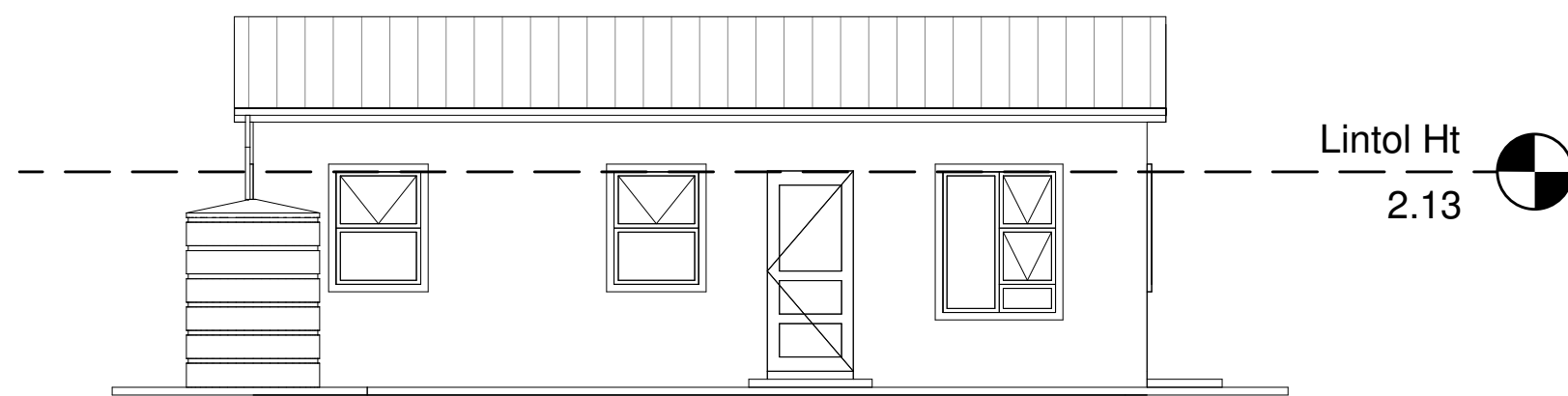
5 WEST ELEVATION
1 : 100



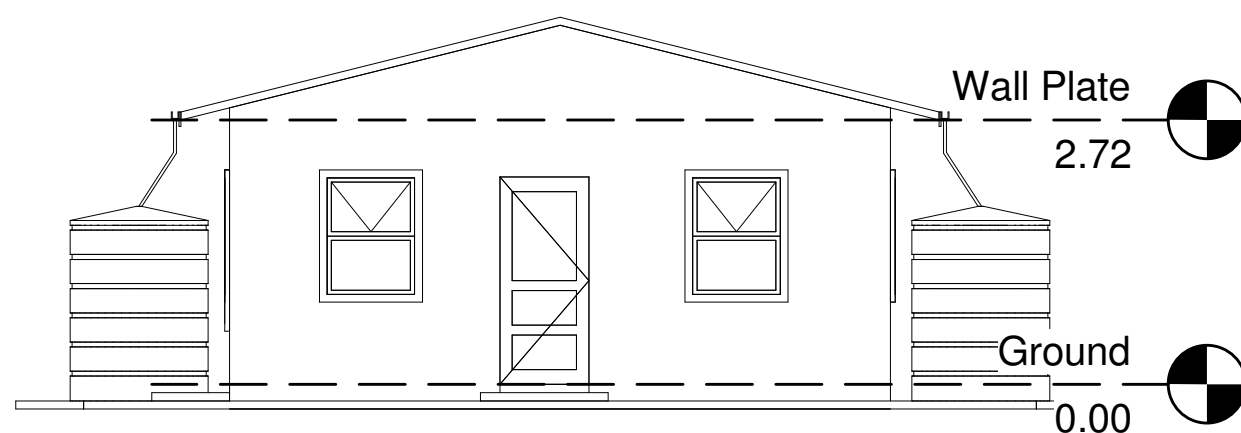
2 NORTH ELEVATION
1 : 100



6 SECTION I
1 : 100



3 SOUTH ELEVATION
1 : 100



4 EAST ELEVATION
1 : 100

PART C4: SITE INFORMATION

C4 - SITE INFORMATION

The project site is located approximately 13 km southeast of Belfast, in the Mpumalanga province. Project site coordinates are as follows:

Waaikraal: *Latitude: S 25.761994° Longitude: E 30.146961°*