land reform & rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

Tender/Contract No.: CONMP0015(2026/2027)
A Tender for Category 5CE OR higher CIDB Registered Contractors

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF 4,5 KILOMETERS ACCESS ROAD FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT AT PORTIONS 5 AND 10 OF THE FARM PALMIETFONTEIN 104 JT, SITUATED IN EMAKHAZENI LOCAL MUNICIPALITY IN NKANGALA DISTRICT MUNICIPALITY IN THE 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:
Department of Land Reform and Rural Development
Director: Supply Chain and Facilities Management Services
17 Van Rensburg Street, Bateleur Building
6th Floor, Block E
Nelspruit, 1200
Tel: 013 754 8000/8038

PREPARED BY:
Rural Infrastructure Development
17 Van Rensburg Street
Nelspruit
1200,
Tel: (013)(754 8116

land reform & rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

Tender/Contract No.: CONMP0015(2026/2027)
A Tender for Category 5CE OR higher CIDB Registered Contractors

THE TENDER

For the

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF 4,5 KILOMETERS ACCESS ROAD FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT AT PORTIONS 5 AND 10 OF THE FARM PALMIETFONTEIN 104 JT, SITUATED IN EMAKHAZENI LOCAL MUNICIPALITY IN NKANGALA DISTRICT MUNICIPALITY IN THE MPUMALANGA PROVINCE

CLOSING DATE: FRIDAY 11 DECEMBER 2026
CLOSING TIME: 11:00AM

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

PREPARED BY:
Rural Infrastructure Development
17 Van Rensburg Street
Mbombela,
1200,
Tel: 013 754 8116
Email: sydney.ndima@dlrrd.gov.za

CHECKLIST WHEN SUBMITTING BID PROPOSAL/DOCUMENT

Tender/Contract No.: CONMP0015(2026/2027)

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF 4,5 KILOMETERS ACCESS ROAD FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT AT PORTIONS 5 AND 10 OF THE FARM PALMIETFONTEIN 104 JT, SITUATED IN EMAKHAZENI LOCAL MUNICIPALITY IN NKANGALA DISTRICT MUNICIPALITY IN THE MPUMALANGA PROVINCE

A TENDER FOR CATEGORY 5CE 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) Evaluation for Mandatory Criteria 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 **5CE** 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 **5CE** 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 **5CE**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 **Compulsory Tender Clarification meeting**.		
Form of Offer must be **fully** completed and **signed** by duly authorised person.		
Tampering with or taking apart the bound document is strictly prohibited. All additional documentation must be stapled into the tender document or attached in a separate file.		

Corrections in terms of price must not be made by means of a correction fluid such as 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.		
Letter of authorisation to sign the Form of Offer and where required in tender document. In the case of a **one-person** concern submitting a tender, this shall be clearly stated on the letter head. 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.		
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 **Building Construction** related projects. In the event of the Tenderer being a joint venture/consortium, the letter of good standing for **Building Construction** related projects of the individual members must also be provided.		
ADDENDA/ADDENDUMS All addendums must be completed, returned and submitted with the tender document(If applicable)		
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.		
No late submissions will be considered. Telegraphic, telexed, facsimiled submissions will not be accepted.		
Tenderers are requested to adhere with colour identification of each component of the tender document when binding the document for submission, 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 on Page 6 (Document layout).		

land reform & rural development
Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

DOCUMENT LAYOUT

SECTION	HEADING	COLOUR
PART 1: THE TENDER		
PART T1	**TENDERING PROCEDURES**	
	SECTION T1.1: TENDER NOTICE AND INVITATION TO TENDER	WHITE
	SECTION T1.2: TENDER DATA	PINK
	SECTION T1.2.1: CONDITIONS OF TENDER	PINK
	SECTION T1.2.2: TENDER DATA	PINK
	SECTION T1.2.3: CIDB STANDARD CONDITIONS OF TENDER	WHITE
PART T2	**RETURNABLE DOCUMENTS**	
	SECTION T2.1: LIST OF RETURNABLE DOCUMENTS	YELLOW
	SECTION T2.2: RETURNABLE SCHEDULES	YELLOW
PART 2: THE CONTRACT		
PART C1:	**AGREEMENT AND CONTRACT DATA**	
	SECTION C1.1: FORM OF OFFER AND ACCEPTANCE	YELLOW
	SECTION C1.2: CONDITIONS OF CONTRACT	YELLOW
	SECTION C1.3: AMPLICATIONS OF GCC	YELLOW
	SECTION C1.4: DATA PROVIDED BY CONTRACTOR	YELLOW
	SECTION C1.5: PRIORITY OF DCOUMENTS	YELLOW
	SECTION C1.6 PERFORMANCE GUARANTEE (PRO-FORMA)	YELLOW
	SECTION C1.7 RETENTION MONEY GUARANTEE	YELLOW
PART C2:	**PRICING DATA**	
	SECTION C2.1: PRICING INSTRUCTIONS	YELLOW
	SECTION C2.2: BILLS OF QUANTITIES	YELLOW
PART C3:	**SCOPE OF WORKS**	
	SECTION C3.1: DESCRIPTION OF WORKS	BLUE
	SECTION C3.2: ENGINEERING	BLUE
	SECTION C3.3: PROCUREMENT	BLUE
	SECTION C3.4: CONSTRUCTION	BLUE
	SECTION C3.5: MANAGEMENT	BLUE
	SECTION C3.6: ANNEXURES TO SCOPE OF WORK	BLUE
	ANNEXURE A: VARIATIONS TO STANDARDIZED SPECIFICATINS	BLUE
	ANNEXURE B: PARTICULAR SPECIFRICATIONS	BLUE
	ANNEXURE C: STANDARD FORMS TO BE USED DURING THE CONTRACT	WHITE
	ANNEXURE D: DRAWINGS	
PART C4:	**SITE INFORMATION**	GREEN

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PART T1: TENDERING PROCEDURES

For a proposed contract between

Department of Land Reform and Rural Development
(the Employer)

and

(the Contractor)

for **APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF 4,5 KILOMETERS ACCESS ROAD FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT AT PORTIONS 5 AND 10 OF THE FARM PALMIETFONTEIN 104 JT, SITUATED IN EMAKHAZENI LOCAL MUNICIPALITY IN NKANGALA DISTRICT MUNICIPALITY IN THE MPUMALANGA PROVINCE**

Documentation Prepared By: **Rural Infrastructure Development**

SECTION T1.1: TENDER NOTICE AND INVITATION TO TENDER

FOR:

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF 4,5 KILOMETERS ACCESS ROAD FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT AT PORTIONS 5 AND 10 OF THE FARM PALMIETFONTEIN 104 JT, SITUATED IN EMAKHAZENI LOCAL MUNICIPALITY IN NKANGALA DISTRICT MUNICIPALITY IN THE MPUMALANGA PROVINCE

TENDER/CONTRACT NO.: CONMP0015(2026/2027)

INVITATION AND SCOPE OF WORK:

The proposed scope of work consists of re-gravelling of the farm access road at Palmietfontein 104 JS 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 **5CEor 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.

This tender is advertised on the National Treasury e-Tender Portal, the CIDB i-Tender system and on the Departmental website. Bid documents may be downloaded free of charge from the National Treasury e-Tender Portal; www.etenders.gov.za and the Department's website; www.dlrrd.gov.za .No physical documents will be sold by the department

Bid documents are downloadable for free online. No documents will be available for sale or issued at the departmental offices and/or at the Briefing Session and therefore, bidders should download the document timeously beforehand.

Department of Land Reform and Rural Development Offices:

Director: Supply Chain and Facilities Management Services
Department of Land Reform and Rural Development
17 Van Rensburg Street, Bateleur Building
6th Floor, Block E
Nelspruit
1200
Tel: 013 754 8066

Directorate: Rural Infrastructure Development
17 Van Rensburg Street, Bateleur Building
Nelspruit
1200
Tel: (013) 754 8116/22

A COMPULSORY TENDER CLARIFICATION MEETING will be held on:

Date: 27 November 2026 on Friday
Time: 10h00
VENUE: PORTION 5 AND 10 OF THE FARM PALMIETFONTEIN 104 JT
GPS Coordinates: 25 °22'01.''S , 30°06'57.1''E
Province: Mpumalanga
District : Nkangala
Town: Dullstroom

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 **FRIDAY, 11 DECEMBER 2026 at 11h00.**

NB: Tenderers are encouraged to visit the site and arrangements can be made with the following officials:

Ms. X Ngcobo	or	Mr S Ndima
Tel: 079 898 5236		Tel: (013) 754 8116
Email : Xoliswa.Ngcobo@dlrrd.gov.za		Email: sydney.ndima@dlrrd.gov.za

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 CONSTRUCTION OF 4,5 KILOMETERS ACCESS ROAD FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT AT PORTIONS 5 AND 10 OF THE FARM PALMIETFONTEIN 104 JT, SITUATED IN EMAKHAZENI LOCAL MUNICIPALITY IN NKANGALA DISTRICT MUNICIPALITY IN THE MPUMALANGA PROVINCE

Tenders are to be received by 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 LAND REFORM AND RURAL DEVELOPMENT** and must be submitted in the tender box situated at:

Department of 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:

Mr Sydney Ndima
Tel: (013) 754 8116
Email: sydney.ndima@dlrrd.gov.za

Ms Xoliswa Ngcobo
Tel: 079 898 5236
E-mail: Xoliswa.Ngcobo@dlrrd.gov.za

ENQUIRIES – SUPPLY CHAIN MANAGEMENT RELATED:

Ms B Ramanyimi
Department of Land Reform and Rural Development
17 Van Rensburg Street, Bateleur Building
6th Floor, Block E
Nelspruit
1200
Tel: 013 754 8066
E-mail: banele.ramanyimi@dlrrd.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. CONMP0015(2026/2027)

CLOSING DATE: FRIDAY, 11 DECEMBER 2026 at 11:00AM

YOU ARE HEREBY INVITED TO TENDER TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA (DEPARTMENT OF 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 Land Reform and Rural Development

17 Van Rensburg Street, Bateleur Building
6th Floor, Block E
Nelspruit
1200

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

THE TENDER BOX OF THE OFFICE OF THE DEPARTMENT OF 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, 01 DECEMBER 2025, 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

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 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
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 of Land Reform and Rural Development 17 Van Rensburg Street, Bateleur Building 6th Floor, Block E, Nelspruit Cell : 079 898 5236/ E-mail : xoliswa.Ngcobo@dlrrd.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 **5CEor 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 **5CEor 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 **5CEor 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. **Occupational Health and Safety Act no. 85 and amendment act no. 181 of 1993** **Construction Regulations 2014** 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.

C.2.7	**Clarification meeting:**	The arrangements for a **compulsory clarification meeting** are as stated in the Tender Notice and Invitation to Tender. **Date**: 27 November 2026 on Friday **Time: 10h00** **VENUE:** PORTION 5 AND 10 OF THE FARM PALMIETFONTEIN 104 JT **GPS Coordinates: 25°21'55.27"S 30° 7'23.69"E** **Province: Mpumalanga** **District : Nkangala** **Town: Dullstroom** **Directions from Dullstroom to Palmietfontein Farm:** 1. Start in Dullstroom and drive straight for 6 km on the R540 road heading towards Mashishing (Lydenburg). 2. Turn right at the sign or junction leading to Palmietfontein Farm – Cunningham. 3. Cross the railway line. 4. After crossing the railway, take the first right turn. 5. Palmietfontein Farm (Cunningham) will be on your left-hand side. 6. Continue driving straight for about 2 km. 7. You will arrive at your destination. 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 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.**

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	
	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 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	
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 materilal 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**	
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	
"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.

"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.** ***(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)**	3		

		• 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	
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: **Friday, 11 December 2026 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 LAND REFORM AND RURAL DEVELOPMENT**. Tenders **must** be submitted in the tender box situated **in NELSPRUIT:** **Department of 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.** **SUBMITTING OF TENDERS – PLEASE NOTE: 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.

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 discrepancie**	a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in ***figures*** shall govern.

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**

<table>
<tr><th>ITEM</th><th colspan="2">DATA</th></tr>
<tr><td>C.3</td><td colspan="2">THE EMPLOYER'S UNDERTAKINGS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER</td></tr>
<tr><td>C.3.11</td><td>Evaluation of Tenders:</td><td>
(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, scope and value (roads construction) accompanied by appointment letter and completion certificates (Section T2.2.8:Form H), signed and Stamped tenderer's performance evaluation form (Section T2.2.19, Form S) for the previously completed project as requirement to obtain a score.</td><td>40</td><td></td><td></td></tr>
<tr><td>Relevant plant and equipment (Section T2.2.7: Form G)</td><td>15</td><td></td><td></td></tr>
<tr><td colspan="4">Experience of Key Personnel / Management Structure (Attach Signed CV's and Certified Copies Of Qualifications)</td></tr>
<tr><td>Professional Construction Manager/Construction Project Manager or Proffessional Civil Engineer/Technologist (Registered with SACPCMP/ECSA- valid proof or copy of registration certificate to be attached). (Section T2.2.10: Form J)</td><td>30</td><td></td><td></td></tr>
<tr><td>Site Foreman (Section T2.2.10: Form J)</td><td>15</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.
</td></tr>
</table>

EVALUATION SCHEDULE

1 **RELEVANT EXPERIENCE OR SIMILAR PROJECTS**

Tenderers are required to demonstrate relevant past experience and competency. Bidder must submit and/or attach project appointment letter and completion certificates, signed and stamped Tenderer' Performance Evaluation **Form S** for the previously completed project as requirement to obtain a score for each project.

Successful completion of projects of a similar nature, scope and value (roads construction) **Section T2.2.8: Form H** and **T2.2.19 Form S.**Tenderers are required to submit full details of, and reliable contactable references for relevant projects which were successfully completed. Relevant projects must be of similar scope, nature and size , completed within the last Seven (7) years.

Tenderers should have completed roads construction projects of similar nature, with minimum value of R 3 000,000.00 each in the last 7 years.

The employer reserves the right to verify projects before considering them.

NB: Bidders are required to attach appointment letters and completion certificates. Failure to submit / attach appointment letters, completion certificates,and Form S Performace Evaluation Form(signed and stamped) for the projects will result in the bidder not being awarded the points.

(BIDDERS SHOULD MAKE COPIES OF FORM S AND HAVE IT COMPLETED BY THE PREVIOUS EMPLOYER FOR EACH PREVIOUSLY COMPLETED PROJECT SUBMITTED WITH ITS CORRESPONDING COMPLETION CERTIFICATE AND APPOINTMENT LETTER)

40

No information (score 0)	The tenderer has not listed any relevant/ similar completed project(s) executed with appointment letters and completion certificates in the past 7 years and attached appointment letters and completion certificates
Poor (score 1)	The tenderer has listed **1 Project** relevant/similar completed/executed project in the past 7 years with appointment letters and completion certificates
Average (score 2)	The tenderer has listed **2 Project** relevant/similar completed/executed project in the past 7 years with appointment letters and completion certificates
Good (score 3)	The tenderer has listed **3 Project** relevant/similar completed/executed project in the past 7 years with appointment letters and completion certificates
Very Good (score 4)	The tenderer has listed **4 Project** relevant/similar completed/executed project in the past 7 years with appointment letters and completion certificates
Excellent (score 5)	The tenderer has listed **5 or more Projects** relevant/similar completed/executed project in the past 7 years with appointment letters and completion certificates

2 **RELEVANT PLANT AND EQUIPMENT RESOURCES**

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 15 Points shall be awarded to the tenderers for these criteria.

Signed letter of commitment for plant resources required to complete the project, and/or proof that such plant or equipment will be hired

Contractor to provide proof of ownweship or letter of intent to hire from hiring company on the hire company letterhead ,with a contactable contact of plant hire company.

Failure to provide proof of resources as indicated on section T2.2.7, Form G ,signed letter of commitment and/or letter to hire, will result in the tenderer being scored poor

The Plant / Equipment / Resources Required Are:

1. Motor Grader (Cat 14H or Similar)
2. Excavator (20 ton)
3. Ride-on Vibratory Roller (8 ton)
4. Water Tanker (10 000 litres)
5. Tipper Truck (10m^3 or above)
6. TLB

15

Poor (score 0)	No plant or equipment listed and proof attached
Poor (score 1)	Listed less than 2 minimum required plant and equipment with Proof of / Commitment from plant hire company
Average (score 2)	Listed less than 3 minimum required plant and equipment with Proof of / Commitment from plant hire company
Good (score 3)	Listed 4 minimum required plant and equipment with Proof of / Commitment from plant hire company
Very Good (score 4)	Listed 5 minimum required plant and equipment with Proof of / Commitment from plant hire company
Excellent (score 5)	Listed more than 5 plant and equipment with Proof of / Commitment from plant hire company

<table>
<tr>
<td>3</td>
<td>
<u>Tenderers Experience of Key Personnel</u>

Tenderers are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project.

EXPERIENCE AND QUALIFICATION OF PROFESSIONAL CONSTRUCTION MANAGER/CONSTRUCTION PROJECT MANAGER OR PROFFESSIONAL CIVIL ENGINEER/TECHNOLOGIST

This criterion covers the general average experience of the proposed Professional Construction Manager/Proffessional construction Manager/Proffessional Civil Engineer/Technologist (Registered with SACPCMP/ECSA- valid proof or copy of registration certificate/privyseal to be attached) dealing with civil construction projects. The candidate must have a minimum of NQF Level 7 or higher in Civil Engineering with 3 to 7 years' post qualification experience.

Tenderers are required to submit signed curriculum vitae and certified copies of qualifications for the key personnel proposed to be employed on the project. Failure to provide valid proof of PrCM/PrCPM/PrEng/PrEngTechnologist registration with SACPCMP/ECSA, signed CV/ CV with letter of consent by the owner of the CV's of key personnel indicated on Section T2.2.10: form J, copies of qualifications, experience will not be considered These curriculum vitae are to include specific details of these individuals including past experience and competence in delivering key similar relevant project. This evaluation is based on the following weighting:
<table>
<tr><td>No information (score 0)</td><td>No CV/information submitted
No minimum qualification
CV not signed/Letter of Consent not attached</td></tr>
<tr><td>Poor (score 1)</td><td>NQF Level 7 or higher qualification in Civil Engineering with Below 2 year post qualification experience.</td></tr>
<tr><td>Average (score 2)</td><td>NQF Level 7 or higher qualification in Civil Engineering with more than 2 up to 3 years' post qualification experience.</td></tr>
<tr><td>Good (score 3)</td><td>NQF Level 7 or higher qualification in Civil Engineering with More than 4 up to 6 years' post qualification experience.</td></tr>
<tr><td>Very Good (score 4)</td><td>NQF Level 7 or higher qualification in Civil Engineering with more than 6 up to 8 years' post qualification experience.</td></tr>
<tr><td>Excellent (score 5)</td><td>NQF Level 7 or higher qualification in Civil Engineering with more than 8 years' or higher post qualification experience.</td></tr>
</table>
</td>
<td>30</td>
<td></td>
<td></td>
</tr>
</table>

4 **Tenderers Experience of Key Personnel**

Tenderers are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project.

EXPERIENCE AND QUALIFICATION OF SITE FOREMAN

This criterion covers the general average experience of the proposed Site Foreman dealing with road construction and civil construction projects. The candidate must have a minimum of NQF Level 5 Built environment qualification or higher and 5 years' experience.

Tenderers are required to submit signed curriculum vitae and certified copies of qualifications for the key personnel proposed to be employed on the project. **Failure to provide signed CV/ CV with letter of consent by the owner of the CV's of key personnel indicated on Section T2.2.10: form J, copies of qualifications, experience will not be considered.** These curriculum vitae are to include specific details of these individuals including past experience and competence in delivering key similar relevant project. This evaluation is based on the following weighting:

15

No information (score 0)	No CV/information submitted No minimum qualification CV not signed/Letter of Consent not attached
Poor (score 1)	Below 2 year experience
Average (score 2)	2 year up to 4 years of experience
Good (score 3)	More than 4 years up to 6 years of experience
Very Good (score 4)	More than 6 years up to 8 years of experience
Excellent (score 5)	More than 8 years of experience

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.

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.
	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.

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

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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:

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.

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.

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.

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.

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.

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.

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.

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.

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.

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
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.

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.

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 **5CE 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.
Mandatory Requirements	**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 construction related projects under relevant classification.** In the event of the **Tenderer being a joint venture/consortium**, the letter of good standing for **building construction related projects of individual members** of the joint venture/consortium **must** be provided.
	ADDENDA/ADDENDUMS All addendums must be completed, returned and submitted with the tender document

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT					
BID NUMBER:	**CONMP0015(2026/2027)**	CLOSING DATE:	**11 DECEMBER 2026**	CLOSING TIME:	**11H00**
DESCRIPTION	**APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF 4,5 KILOMETERS ACCESS ROAD FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT AT PORTIONS 5 AND 10 OF THE FARM PALMIETFONTEIN 104 JT, SITUATED IN EMAKHAZENI LOCAL MUNICIPALITY IN NKANGALA DISTRICT MUNICIPALITY IN THE MPUMALANGA PROVINCE.**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

Department of Land Reform and Rural Development
17 Van Rensburg Street, Bateleur Building
6th 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	**Ms Banele Ramanyimi**	CONTACT PERSON	**Ms. Xoliswa Ngcobo / Sydney Ndima**
TELEPHONE NUMBER	**0137548066**	TELEPHONE NUMBER	**079 898 5236 / 013 754 8116**
E-MAIL ADDRESS	Banele.ramanyimi@dlrrd.gov.za	E-MAIL ADDRESS	Xoliswa.Ngcobo@dlrrd.gov.za; sydney.ndima@dlrrd.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) **ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?***	☐Yes ☐No [IF YES ENCLOSE PROOF]	*ii)**ARE YOU A FOREIGN BASED SUPPLIER FOR** THE GOODS /SERVICES /WORKS OFFERED?*	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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 T2.1.1: 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: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (SBD6.1)

This preference form must form part of all tenders invited. It contains general informationand 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

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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 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):

- A**ttach a copy of Identity Document (ID) and company registrationdocument.**

2.10.2 Who is female:

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

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 registrationdocument.**

2.10.5 Locality

(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.

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 eachpreference 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 are Historically Disadvantaged individuals (HDI): on the following basis:

- **Percentage ownership equity** x 8 ÷ 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** x 5 ÷ 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** x 2 ÷ 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** x 2 ÷ 100 = number of points claimed.

(V) A maximum of 3 points may be allocated to tenderers for locality, on the following basis:

(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.

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:

80/20

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in 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 the90/10 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 anyof 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 asa 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 anddirectors, 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 S T A T I O N E R Y**, 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. .....

Example

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**

2.2.1 If so, furnish particulars:

[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.

……
……

2.3 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 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

[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.

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

Tenderers are required to submit full details of, and reliable contactable references for relevant projects which were successfully completed. Relevant projects must be of similar scope, nature and size, completed within the last **Seven (7) years**. Tenderers should have completed roads construction projects of similar nature, with minimum value of **R 3 000,000.00** each in the last 7 years. The employer reserves the right to verify projects before considering them.

NB: Bidders are required to attach appointment letters and completion certificates. For Subcontracted Works, Tenderers must attach Appointment Letters and the corresponding Completion Certificates as supporting documentation for both themselves and the main contractor Failure to submit / attach appointment letters and completion certificates for the projects will result in the bidder not being awarded the points

Employer (Name, Tel No, Fax No)	Consulting Engineer (Name, Tel No, Fax No)	Nature Of Work (Type of road construction works) Example gravel road, national road etc.	Value Of Work	Year Completed
LIST COMPLETED PROJECTS IN THE LAST SEVEN 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/letter of consent with CV 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	**CONSTRUCTION MANAGER/CIVIL ENGINEER**	**30**
Name and Surname		
Proffessional registration(PrCM/PrCPM(SACPCMP) or PrEng/ PrEngTechnologist in Civil Engineering(ECSA)		
Indicate the No. of Years of Experience in the Built Environment		
Formal Civil Engineering Qualifications: **(NQF Level 7) or higher**		
Currently Employed by Tenderer (Y/N)		
Signature		
2. POSITION	**FOREMAN**	**15**
Name and Surname		
Indicate the No. of Years of Experience in the Built Environment		
Formal Built Environment Qualifications: **(NQF Level 5) or higher**		
Currently Employed by Tenderer (Y/N)		
Signature		
3. POSITION	**CONSTRUCTION HEALTH & SAFETY OFFICER**	
Name and Surname		
Is the proposed Construction Health and Safety Officer registered **with SACPCMP. Indicate registration number**	**YES / NO:** **SACPCMP REGISTRATION NUMBER:**	
Construction Health and Safety Officer registered with **SACPCMP post registration years of experience**.		
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?
   If yes, please explain his duties and provide a copy of his CV. Yes ☐ / No ☐

   _____

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

   _____

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

Signature of 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 Suppler 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.

Payment Certificate No.	Amount (VAT Included)					
	a	B	a-b			Cumulative cash flow
	Payments Received	Expenditure		Net cash flow		
1	None		d		**j=d**	
2			e		k=j+e	
3			f		l=k+f	
4			g		m=l+g	
5			h		n=m+h	
6			etc		etc	
7						
8						
9						
10						
Etc						
**Maximum negative cash flow: take the largest negative number in the last column and write it here >>>>

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.

PAGE	DESCRIPTION

Signature of person authorised to sign the tender: ....

Date: .....

SECTION T2.2.17: FORM Q: SUPPLIER MAINTENANCE FORM

SUPPLIER MAINTENANCE

BAS ☐ **LOGIS** ☐

OFFICE ☐

System User Only			
Captured By:			
Captured Date:			
Authorised By:			
Date Authorised:			
Safety Web Verification			
	YES		NO

The Director General: Department of 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 valid 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 responsibly 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 Details	
Postal Address Line 1	
Postal Address Line 2	
Physical Address Line 1	
Physical Address Line 2	
Postal Code	

New Detail			
☐ New Supplier Information		☐ Update Supplier Information	

Supplier type	☐ Individual	☐ Department	Department number		
	☐ Company	☐ Trust			
	☐ CC	☐ Other	Other Specify		
	☐ Partnership				

Supplier Account Details			
(This field is compulsory and should be completed by a bank official from the relevant bank.)			
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			
When the bank stamps this entity maintenance form, they confirm that all the information completed by the entity is correct.	Bank stamp It is hereby confirmed that these 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		

Contact Details			
Business			
	Area Code	*Telephone Number*	*Extension*
Home			
	Area Code	*Telephone Number*	*Extension*
Fax			
	Area Code	*Telephone Number*	
Cell			
	Cell Code	*Cell Number*	
E-mail Address			
Contact Person			

	Supplier details	**Departmental sender details**
Signature		
Print Name		
Rank		
Date (dd/mm/yyyy)		

Address of Land Reform and Rural Development where form is submitted from:

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:

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

Where D = tendered Contract Participation Goal percentage.

D_o = 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: .....

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 - being poor, 1 Average, 2 – Good, 3 - very good, 4 – Excellent and 5 - being rate in the relevant box below:

	REMARKS BY CONSULTANT/COMPANY LISTED BY THE CONTRACTOR AS REFERANCE
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 _____ 2025

_____
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

SECTION T2.2.20: FORM T: COMPULSORY ENTERPRISE QUESTIONARE

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***

***** *Complete only if sole proprietor or partnership and attach separate page if more than 3 partners*

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			

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 CONSTRUCTION OF 4,5 KILOMETERS ACCESS ROAD FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT AT PORTIONS 5 AND 10 OF THE FARM PALMIETFONTEIN 104 JT, SITUATED IN EMAKHAZENI LOCAL MUNICIPALITY IN NKANGALA DISTRICT MUNICIPALITY IN THE 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 (3nd Edition 2015) 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 **Twelve (12) Months** 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 **six (06) months** calculated from the Commencement Date, excluding special non-working days.

2.2.3 Employer (CL 1.1.1.15)

The Employer is: "**Department of 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 15 December 2025 and ending on 09 January 2026.

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:

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

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 4 885.59 per calendar day.

2.2.20 Latent Defect Period (Cl 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**.

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:

1. .....

.....
Print Name

2. .....

.....
Print Name

on behalf of the Bank and duly authorised thereto

1. .....

.....
Print Name

and

on behalf of the Bank and duly authorised thereto

2. .....

.....
Print Name

PART C2: PRICING DATA

C2.1 – PRICING INSTRUCTIONS

CONTENTS

Item	Heading	Colour	Page
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
m²	=	square metre
m³	=	cubic metre
m³-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.

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1200	**GENERAL REQUIREMENTS AND PROVISION**				
12.06	Provison for surveyor on request by Engineer				
	a) Wages,salaries and allowances	Prov Sum	1	38,000.00	
	(i) Handling costs and profit	%			
	b) Provision Of CLO	Prov Sum	1	45,000.00	
	(i) Handling costs and profit	%			
	c)Provision Of Training _Student to be	Prov Sum	1	27,000.00	
	(i) Handling costs and profit	%			
	d) Contractor's initial obligations in respect of the Occupational Health and Safety Act and	Month	6		
	Rented hotel and other accomodation for				
	a) Provision sum for providing rented	Prov Sum	1	30,000.00	
	(i) Handling costs and profit in respect of sub	%			
	d) Provision sum for the provision of EMPR Department of Environmental affairs to comply	Prov Sum	1	60,000.00	
	i) handling cost on item 12.02(d)	%			
	a) Provision sum for Disbursements	Prov Sum	1	90,000.00	
	(i) handling costs and profit in respect of	%			
	Provide the amount of R70 000 (Seventy Thousand Rands) for Facilities as directed by the Principal Agent	Prov Sum	1	70,000.00	
	(i) handling costs and profit in respect of	%			
	Project Name board as per drawing	No	1		
1200	**TOTAL CARRIED TO SUMMARY**				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1300	**CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL**				
13.01	Contractor's general obligations				
	(a) Fixed obligations	LS	1		
	(b) Value related obligation	LS	1		
	(c) Time-related obligations	Month	4		
1300	**TOTAL CARRIED TO SUMMARY**				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1500	**ACCOMMODATION OF TRAFFIC**				
15.03	Temporary traffic control facilities				
	(a) Flagmen	Man Day	176		
	b) Portable STOP and GO-RY signs	no	2		
	c) Road sign TR series (1200mm)	no	2		
	d) Roads signs (R2, TW - series) 1500mm sides	no	2		
	Delineators(TW401/TW402)(800mmx200mm)				
	(i) Single	no	20		
	Relocation of temporary facilities	LS	1		
	Watering of temporary deviations	KL	500		
1500	**TOTAL CARRIED TO SUMMARY**				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1600	**OVERHAUL (ordinary overhaul)**				
16.02	Overhaul on material hauled in excess of 1.0km (ordinary overhaul)	m^3-km	57,600		
1600	**TOTAL CARRIED TO SUMMARY**				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1700	**CLEARING AND GRUBBING**				
17.01	Clearing and grubbing	ha	0.9		
17.02	Removal and grubbing of large trees and tree stumps	no	1		
1700	**TOTAL CARRIED TO SUMMARY**				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1800	**DAYWORKS**				
18.01	Personnel (during normal working hours)				
	a) Unskilled labour	h	18		
	b) Semi skilled labour	h	18		
	c) Flagmen	h	9		
	d) Foreman	h	9		
	Plant				
	a) Grader(cat 140g or Similar)	h	9		
	b) Track excavator (cat 235 or similar)	h	9		
	c) Vibratory roller(bomag 212)	h	9		
	d) Water truck(10 000litres)	h	9		
	e) Tipper truck(10m³)	h	9		
	f) Backhoe TLB (cat 428 or similar)	h	9		
1800	**TOTAL CARRIED TO SUMMARY**				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2100	**DRAINS**				
21.01	Excavation for open drains				
	(a) Excavating soft material situated within the following depth ranges below the surface level:				
	(i) 0m up to 1,5m	m³	1,600		
	(ii) exceeding 1.5m and up to 3.0m	m³	80		
	(b) Extra over subitem 21.01(a) for excavation in hard material irrespective of depth	m³	26		
21.03	Excavation for subsoil drainage systems				
	(a) Excavating soft material situated within the following depth ranges below the surface level:				
	(1) 0m up to 1,5m	m³	200		
	b)Provisional Sum for Subsoil drains	P Sum	1	480,000.00	
	c) handling cost on item 21.03 (b)	%			
2100	**TOTAL CARRIED TO SUMMARY**				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2200	**PREFABRICATED CULVERTS**				
22.01	Excavation:				
	(a) Excavating soft material situated within the following depth ranges below the surface level:				
	(i) 0m up to 1.5m	m³	204		
	(ii) Exceeding 1.5m and up to 3.0m	m³	80		
	(b) Extra over subitem 22.01(a) for excavation in hard material, irrespective of depth	m³	80		
22.02	Backfilling:				
	(a) Using the excavated material	m³	136		
	(b) Using imported selected material	m³	68		
	c) using imported selected granular material	m³	67		
	(d) Extra over subitem (a) and (b) for backfilling using soil cement backfill cement,with 5% cement.	m³	30		
22.03	Concrete pipe culverts on class C bedding:				
	(i) Lay 600mm dia Ogee type 100d with rubber collers	m	90		
	(ii) Lay 900mm dia Ogee type 100d with rubber collers	m		Rate Only	Rate Only
22.17	Manholes,catchpits,precast return walls, inlets and outlet structures complete				
	(i) 600mm dia	no	12		
	(ii) 900mm dia	no		Rate Only	Rate Only
2200	**TOTAL CARRIED TO SUMMARY**				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2300	**CONCRETE LINING FOR OPEN DRAINS**				
23.07	Trimming for concrete lined drains				
	a) In soft material	m²	60		
	b) in hard material	m²	40		
23.08	Concrete lining for open drains				
	a) cast in-situ concrete class 15/20 for the following types of open drains				
	i) Reinforced Concrete V-drains	m³	20		
	ii) Provisional Sum for Supply of Concrete	Prov Sum	1	462,000.00	
	iii) handling cost on item 23.08(ii)	%			
23.09	Formwork to cast in situ concrete lining for open drains(class F2 surface finish)				
	a) to ends of slabs	m²	89		
	b) to outside/inside of concrete lined drains	m²	6		
23.12	Steel Reinforcement				
	a) Welded steel fabric Ref.193	kg	80		-
2300	**TOTAL CARRIED TO SUMMARY**				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3100	**BORROW MATERIALS**				
	Excess overburden	m^3	500		
	Finishing Off Borrow Areas in:				
	b) intermediate material	ha	0.5		
	c) soft material	ha	0.7		
3100	**TOTAL CARRIED TO SUMMARY**				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3300	**MASS EARTHWORKS**				
33.01	Cut and borrow to fill, including free haul up to 1,0 km:				
	(a) Gravel material in compacted layer thickness of 200mm and less:				
	(i) Compacted to 93% of modified AASHTO density	m³	8,120		
	E.O item 33.01 for excavating and breaking down material in:				
	a) intermediate excavation	m³	200		
33.04	Cut to spoil, including free-haul up to 1,0 km. Material obtained from:				
	(a) Soft excavation	m³	1,900		
33.10	Roadbed preparation and the compaction of material:				
	(a) compaction to 93% of modified AASHTO density	m³	4158		
	b) Provisional Sum for Cut to Spoil up to 450mm	Prov Sum	1	237,600.00	
	c) Provisonal Sum for Supply and Installation of Fill material up to 450mm in layers up to 450mm	Prov Sum	1	198,000.00	
	d) handling cost on item 33.10 (b , c)	%			
3300	**TOTAL CARRIED TO SUMMARY**				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3400	**PAVEMENT LAYERS OF GRAVEL**				
34.01	Pavement layers constructed from gravel taken from approved borrowpit (cut or borrow)				
	(a) Gravel base layer compacted to:				
	(i) 95% of modified AASHTO density (G7 Material, 100mm thick)	m^3	3780		
	(b) Gravel wearing course compacted to:				
	(i) 95% of modified AASHTO density (G7 Material, 150mm thick)	m^3	3780		
3400	**TOTAL CARRIED TO SUMMARY**				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5100	**PITCHING, STONEWORK AND PROTECTION AGAINST EROSION**				
51.01	Stone masonry energy breakers	No	30		
	RENO MATTRESS				
	Foundation trench excavation and backfilling:				
	(b) in all other classes of material	m^3	163		
	Surface preparation for bedding the reno matress	m^2	1628		
	Rano				
	(a) 'Rano mattress boxes				
	(i) Galvanized reno matress,0,2m deep with mesh type 60 and 2.2 dia class A galvanised wires	m^3	45		
	Filter fabric				
	(a) bidim grade A4 or approved equivalent	m^2	120		
B51.04	**Concrete Pitching and Block Paving**				
	(d) Prefabricated concrete paving blocks for sidewalks pavement and road surfacing				
	(i) Roadway surfacing (1) Z-interlocking paver 80mm thickness (200x100) Grey	m^2	1000		
5100	**TOTAL CARRIED TO SUMMARY**				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5500	**FENCING**				
55.02	Supply and Erect new fencing material Fencing formed of 100x50x3.15 dia. Galvanised fencing 2400mm high and fixed to each straining wire with 8 gauge binding wire at 500mm centre	km	0.3		
5500	**TOTAL CARRIED TO SUMMARY**				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5600	**ROAD SIGNS**				
56.01	Road sign boards with painted or coloured semi matt background. Symbols, lettering and borders in semi matt black or in Class 1 retro-reflective material, where the sign board is constructed from:				
	(c) Prepainted galvanized steel plate (chromadek or approved equivalent 1,6mm thick) or approved equivalent				
	area not exceeding 2m²	m²	4		
	area exceeding 2m² but not 10m²	m²	2		
	e) Chromadek 1,4mm thick regulatory warning and information signs				
	1) Octagonal				
	iii) 914mm	no	4		
	2) Triangular				
	i) 914mm	no	4		
	3) Round				
	ii) 914mm	no	6		
	Danger plates				
	i) 600mm x 200mm	no	22		
5603	Road sign supports (overhead road sign structures excluded):				
	(b) Treated timber poles(100-150mm)	m	36		
5605	Excavation and backfilling for road sign supports	m³	40		
5600	**TOTAL CARRIED TO SUMMARY**				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5900	**FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS**				
5901	Finishing road and road reserve:				
	(b) Single carriageway road	km	3.2		
5900	**TOTAL CARRIED TO SUMMARY**				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
8100	**TESTING MATERIALS AND**				
81.02	Other special tests required by the Engineer:				
	(a) Cost of testing	Prov Sum	1	45,000.00	
	(b) charge on prime cost sum	%			
8100	**TOTAL CARRIED TO SUMMARY**				

DEPARTMENT OF LAND REFORM & RURAL DEVELOPMENT

SUMMARY : ROADWORKS

SECTION	DESCRIPTION	AMOUNT
1200	GENERAL REQUIREMENTS AND PROVISION	
1300	CONTRACTORS ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	
1500	ACCOMODATION OF TRAFFIC	
1600	OVERHAUL	
1700	CLEARING AND GRUBBING	
1800	DAYWORKS	
2100	DRAINS	
2200	PREFABRICATED CULVERTS	
2300	CONCRETE LINING FOR OPEN DRAINS	
3100	BORROW MATERIALS	
3300	MASS EARTH WORKS	
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL	
5100	PITCHING,STONEWORK AND EROSION PROTECTION	
5500	FENCING	
5600	ROAD SIGNS	
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS	
8100	TESTING MATERIALS AND WORKMANSHIP	
TOTAL SUMMARY OF SCHEDULES		
ADD 10% CONTINGENCIES		
SUB TOTAL		
ADD 15% VAT		
TOTAL CARRIED FORWARD TO FORM OF OFFER (TENDER SUM)		

DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

CONTRACT NO.: CONMP0015(2026/2027)

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PART C3: SCOPE OF WORK

SCOPE OF WORK

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C3.1 DESCRIPTION OF THE WORKS

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C3.1 DESCRIPTION OF THE WORKS

3.1.1 Employer's objectives

DESCRIPTION OF THE WORKS

1.1 Employer's Objectives

The Employer's objective is to appoint a suitable contractor to undertake construction of the Palmietfontein farm access road (About 4.5km) for two families in portion 5 and 10 of the farm Palmietfontein no. 104 JT situation in Emakhazeni Local Municipality in Mpumalanga.

1.2 Overview of the Works

1.2.1 Review plans for permanent works

1.2.2 Construction of the farm access road to include:

a) Accommodation of traffic
b) Material overhaul
c) Clearing and grubbing of the road surface
d) Establishment of storm water management system
e) Supply, delivery and installation of pre-fabricated culverts
f) Concrete lignin of open drains
g) Mass earthworks
h) Pavement layers of gravel material
i) Establishment of erosion control measures
j) Road signs
k) Fencing
l) Execution of necessary works for the access road section before the farm gate

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;

2.1.1.2 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.

3.1.3 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.

The description of the works is not necessarily 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 24 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

Province:	Mpumalanga Province
District Municipality:	Nkangala District Municipality
Municipality:	Emakhazeni Local Municipality
Locality:	Dalmanutha
Property Description:	PORTION 5 and 10 of the Farm Palmietfontein 104 JT

The farm is located at the following GPS coordinates:

GPS Coordinates: 25°21'55.27"S 30° 7'23.69"E

Directions from Dullstroom to Palmietfontein Farm:

1. Start in Dullstroom and drive straight for 6 km on the R540 road heading towards Mashishing (Lydenburg).

2. Turn right at the sign or junction leading to Palmietfontein Farm – Cunningham.

3. Cross the railway line.

4. After crossing the railway, take the first right turn.

5. Palmietfontein Farm (Cunningham) will be on your left-hand side.

6. Continue driving straight for about 2 km.

7. You will arrive at your destination.

3.1.6 Temporary works

Contractor's offices, storage sheds, latrines, barricading of Works shall be located in an approved position and subject to the approval of all authorities concerned. Safety & Security of the contractor's temporary works shall be to his own discretion. The safety of the Employer and Engineer's staff will also be the responsibility of the Main Contractor. All reasonable steps should be taken to ensure the safety of all persons on site.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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C3.2 ENGINEERING

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C3.2 ENGINEERING

C3.2.1 STANDARDS AND CODES OF PRACTICE

The Standards and Specifications for all associated work applicable to this Contract shall be:

SANS 1200 All Parts of Standardised Specification for Civil Engineering Construction

The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998 Edition) shall apply for the construction of the Works.

Copies of SABS 0142 Standardized Specifications are available from the Standards South Africa. SABS 455-1983 will be applicable.

The SANS or BS Specifications and Codes of Practice shall apply for the construction of the Works.

Wherever any reference is made to the South African National Standards (SANS) and the British Standards Specification (BSS) in either these Bill of Quantities or the Specification of Materials and Methods to be used (OOG-001E), this reference shall be deemed to read “SANS or equivalent standard” and BS or equivalent standard” respectively.

C3.2.2 LIST OF DRAWINGS

Drawing Number	Title Description
071/PAL/R002 REV 0	General Site layout 1 & 2
071/PAL/R101 REV 0	Road long Sections
071/PAL/R201 REV 0	Road Cross sections – 1 of 3
071/PAL/R202 REV 0	Road 2 of 3 Cross sections – 2 of 3
071/PAL/R203 REV 0	Road 4 of 5 cross sections – 3 of 3
071/PAL/R051 REV 0	Typical Road Section
071/PAL/R1202 REV 0	Standard Pipe Detail
071/PAL/R1203 REV 0	Standard Details: Inlet and Outlet Structure Details
071/PAL/R1205 REV 0	Standard Details: Gabions Details
071/PAL/R1212 REV 0	Standard Details: Sub Surface Drain Types
071/PAL/R1217 REV 0	Standard Details: Channels and Vehicle Crossings Details

C3.2.3 Additional clauses

1. **Site meetings and procedures**

The Employer’s Representative and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously

of all site meetings should the Employer's Representative require their attendance at such meetings.

The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

2. **Water and electricity**

The Employer does not warrant that any water supply or electricity supply that may exist is adequate for the proper execution of the works. The responsibility strategies in terms of the tabulation below that will apply to the contract is:

Water

The Contractor is to provide, and remove and make good upon completion, all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own cost.

The Contractor shall make, and upon completion remove, all the necessary connections to the Employer's water supply at designated points and make use of water free of charge for construction purposes only.

The Contractor shall make, and upon completion remove, all the necessary connections and water meters to the Employer's water supply at designated points and be responsible for costs associated with all water consumed.

Electricity

The Contractor is to provide, and remove and make good upon completion, all the necessary temporary electrical connections and installations and purchase electricity from the local authority / ESKOM for the works at his own cost.

The Contractor shall make, and upon completion remove, all the necessary electrical connections to the Employer's electrical supply at designated points and make use of electricity free of charge for construction purposes only.

The Contractor shall make, and upon completion remove, all the necessary connections and meters to the Employer's electrical supply and be responsible for costs associated with all electricity consumed.

3. Planning and Programming

The Contractor is required to commence with execution of the Works within 7 days from the date of delivery of the Letter of Acceptance and furnish a realistic programme showing the order of procedure and method, which he proposes to use in carrying out the Works.

The programme shall include details of anticipated monthly expenditures based on the programme and shall be in the form of a bar chart with a calendar week as the time scale. The programme shall itemise key construction activities and indicate their duration, weekly production rates and their relation to other activities thereby defining a critical path to the Due Completion Date. The monthly expenditures shall be the net value of construction and shall not include contingencies and VAT.

The programme shall make allowance for all gazetted holidays, builder's break and rain. The Contractor shall table an updated copy of the approved programme at each site meeting clearly indicating the actual progress versus the scheduled progress.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

4. Software application for Programming

The Contractor shall table an updated copy of the approved programme at each site meeting clearly indicating the actual progress versus the scheduled progress. As long as the programme is clear and legible it would be accepted. It is recommended that MS Projects, Project Scheduler Sure Track or MS Excel be used to prepare a construction programme schedule.

5. Methods and Procedures

The Engineer shall provide the Contractor with general layout drawings and details relevant to the Contract.

The Contractor shall within 7 days of having received the letter of acceptance prepare a detailed construction programme in consultation with the Engineer, detailing the date of commencement and completion of the work activities, and the date, duration and extent of access. The detailed construction programme shall be based on the preliminary construction programme submitted with the Bid.

Once a detailed construction programme has been approved, the Contractor shall not deviate from it in any way without approval by the Engineer. The approved detailed construction programme shall form the basis of applying penalties for late completion.

6. Testing

The Contractor shall allow in his general rates for all inspections, pressure and quality testing of the newly installed pipe line prior to commissioning of the works. This would include the supply of all necessary equipment that may be required for these tests and/or inspections by the Engineer.

7. Quality Plans and Control

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

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

On completion and submission of every part of the Works to the Engineer for examination, the Contractor shall furnish the Engineer with proof of quality in the form of a data pack containing measurements and levels to indicate compliance with the scope of work.

8. Format of Communications

The contractor and client shall follow the communication protocol through the client and contractor representatives. Communication media applicable shall be site meetings, telephone, fax, letter and email.

9. Key Personnel

The key role players involved or associated with the contract are listed below:

Contract Manager

Site Agent

Leader/Supervisor

10. Management Meetings

The Contractor shall attend site meetings with representatives of the Employer and the Engineer at dates and times to be determined by the Employer. Such meetings will be held to evaluate the progress of the Contract and to discuss matters pertaining to the Contract which any of the parties represented may wish to rise but not matters concerning the day to day running of the Contract hereunder:

The contractor will provide a concept with quantities to the Client. If any material on site is claimed, proof of ownership must be provided either by means of the necessary receipts or a letter from the supplier stating that ownership has been transferred to the contractor upon delivery.

After the payment certificate has been approved by the Client, the contractor must issue a VAT invoice. The certificate will then be ready for handing in.

Payment certificates must be completed monthly and submitted before each site meeting, to ensure that percentage progress can be ready for the site meeting each month.

12. FEATURES REQUIRING SPECIAL ATTENTION

12.1 Security

The contractor shall be responsible for the security of his personnel, materials and construction plant on and around the site of the Works and for the security of his camp, and the personnel of the Employer and Engineer. Should the Contractor not take sufficient measures in this regard, the Employer will not process any payment certificates.

12.2 Operation of valves

It shall be necessary to isolate a portion of the reticulation to execute the Works.

12.3 Works outside Normal Working Hours

Normal working hours shall be defined as between 07:00 and 17:30 Mondays to Fridays and also 07:00 to 13:00 on Saturdays.

No work outside normal working hours will be allowed. Should the Contractor wish to work outside normal working hours written permission shall be obtained from the Engineer and all additional costs arising out of such work shall be entirely to the Contractor’s account.

12.4 Sanitary Facilities

The Contractor shall provide, maintain and finally remove from site proper sanitary accommodation at each work front. Sanitary accommodation provided shall be properly screened and its use strictly enforced. The sanitary accommodation provided must be adequately ventilated, properly disinfected and kept in a very clean condition at all times.

12.5 Community Liaison and Community Relations

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

The Contractor shall at all times, keep the Engineer fully informed on all matters affecting the community and shall at all times maintain good public relations with the public. The Contractor shall at all times, keep the Engineer fully informed of progress and planned interruption on all matters affecting the community.

12.6 Notice and Warning to Consumers

The Contractor will arrange for the warning of the public of any shutdown of supply necessary in his opinion for the proper execution of the Works. The Contractor must, however, give at least 10 (ten) days' notice to the Engineer of his requirements in this respect. Notice costs to be provided for in the tender price.

12.7 Continuity of Water Supply to Consumers

Every effort must be made to ensure continuity of water supply to the consumers. No consumer may be left without water overnight. In cases where a consumer has to be given water after the Contactor has left the site for the night, a penalty of R 1,000-00 will be deducted from the payment certificate.

12.8 Conditions and Procedures for Service Agencies

The Contractor shall throughout the Contract take adequate precautions to protect all existing services from damage whether or not they have been pointed out to him. The Contractor shall as soon as practically possible inform the Engineer of any damages to services and shall not repair any such damage unless instructed to do so.

All cables and pipes shall be considered "live" unless confirmed otherwise by the relevant service authority.

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C3.3 PROCUREMENT

C3.3 PROCUREMENT

The Preference Points Scoring system will be applied as indicated in Part T.2.2.8

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C3.4 REFERENCES TO THE SCOPE OF WORKS IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS: HEALTH AND SAFETY SPECIFICATION

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

REFERENCES TO THE SCOPE OF WORKS IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS: HEALTH AND SAFETY SPECIFICATION

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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ANNEXURES

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1.2 Appointment of Construction Site Health and Safety Officer
1.3 Appointment of Construction Vehicle and Mobile Plant Inspector
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1.6 Appointment of Excavation Work Supervisor
1.7 Appointment of Formwork and Support Work Supervisor
1.8 Appointment of Ladder Inspector
1.9 Appointment of Risk Assessor
1.10 Appointment of Scaffolding Supervisor
1.11 Appointment of Stacking Supervisor

Annexure 2 *Notification Templates*

2.1 Notification for Construction Work

Annexure 3 *Identified Health and Safety Hazards*

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C3.4 REFERENCES TO THE SCOPE OF WORKS IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS: HEALTH AND SAFETY SPECIFICATION

1. SCOPE

1.1 Scope of Specification

This specification covers the principles, duties, responsibilities, liabilities, and requirements applicable in respect of health and safety in the work place on construction work.

This document constitutes the Employers' Health and Safety Specification as defined in the Construction Regulations, 2003 of the Occupational Health and Safety Act (Act 85 of 1993).

1.2 Philosophy

Some of the terms and requirements of the Occupational Health and Safety Act and its Regulations may be novel to Contractors. This specification has therefore been prepared as an instructive guideline without being prescriptive, constraining the competitive advantage or interfering with the legal obligations of the responding parties.

The Health and Safety Plan required in terms of this specification may also be novel to Contractors. This specification has therefore been prepared in such a way to allow Contractors to employ the services of specialist consultants for the preparation and implementation of the same during the construction of the Works.

Health and safety can only be assured on construction works if all stakeholders buy into the Health and Safety plan and when the health and safety of all is an integrated line accountability of all management staff and workers on site. The management systems that are provided for in this specification is to enable the performance statistics of health and safety to be regularly captured, the intention of these systems is not to achieve health and safety by policing the conduct of the Contractor's employees.

In addition to ensuring health and safety, the intention of the management system is rather to commercially exploit the benefit of doing things right the first time that goes hand in hand with top health and safety performance. Accidents and injuries never pay. The loss of production and the cost of injuries, however, relatively infrequent they may be, far outweigh the effort required to maintain top health and safety on construction.

The specification accordingly provides for:

a) Independent periodic audits to ensure an unbiased pursuit of health and safety,
b) Follow-up audits to ensure the implementation of prescribed remedial actions,
c) The review of the efficiency and effectiveness of the Contractor's Health and Safety Plan,
d) The preparation of regular reports of inspections and accidents to enable the tracking of changes in health and safety performance,
e) The monitoring of conditions on a continuously pro-active basis to ensure that hazards are without delay identified, assessed and remedied should it threaten the health and

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

safety of persons and property,

f) Ad hoc inspections to ensure that health and safety is pursued with dedication and not out of intimidation or coercion, and

g) Development of all aspects of the Contractor's Health and Safety Plan.

The fundamental intention of this specification is that the preservation of health and safety will become a core value of all involved during the construction of the Works.

This Specification does not require the preparation of an unduly extensive or complex risk assessment. The Contractor should rather prepare a risk assessment which takes the size of the project, the size of the Contractor's organization, the conditions of the workplace and the nature, complexity and significance of the hazards likely to be encountered during the execution of the Works into account.

2. INTERPRETATIONS

2.1 Supporting specifications

Where this specification is required for a project, the following specifications (as amended) shall, inter alia, form part of the contract document:

a) Occupational Health and Safety Act, 1993, and its regulations which shall include, but shall not be limited to the following:

Construction Regulations, 2003,
General Safety Regulations,
General Administrative Regulations, 1996,
Driven Machinery Regulations, 1988,
Electrical Installation Regulations, 1992,
Electrical Machinery Regulations, 1988,
Environmental Regulations for Workplaces, 1987, and
Facilities Regulations,1990.

b) Clauses 4.5.2, 4.6, 4.7 and 4.8 of the Contract Data.

2.2 Application

This specification contains clauses that are applicable to the occupational health and safety requirements of the Occupational Health and Safety Act, 1993 and its Regulations, in particular the Construction Regulations, 2003 promulgated on 18 July 2003 in terms of Section 43 of the Act.

2.3 Definitions

In the Contract (as defined in clause 1. (1)(e) of the Conditions of Contract) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

(a) "Assistant Construction Supervisor" means a competent person appointed in accordance with regulation 6. (2) of the Construction Regulations, 2003, in writing by the Contractor,

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

with written notification to the Engineer.

(b) "Batch Plant Supervisor" means a competent person appointed in accordance with regulation 18. (1) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.

(c) "Construction Health and Safety Officer" means a competent person appointed in accordance with regulation 6. (6) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.

(d) "Construction Supervisor" means a competent person appointed on a full-time basis in accordance with regulation 6. (1) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.

(e) "Construction Vehicles & Mobile Plant Inspector" means a competent person appointed in accordance with regulation 21. (1)(j) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.

(f) "Contractor" means the natural or juristic person or partnership whose tender has been accepted by or on behalf of the Employer and, who is defined as the Principal Contractor in the Construction Regulations, 2003.

(g) "Demolition Work Supervisor" means a competent person appointed in accordance with regulation 12.(1) of the Construction Regulations, 2003, in writing by the Contractor with written notification to the Engineer.

(h) "Employer's Designer" means the natural or juristic person or partnership named in the Appendix to Tender or any other natural or juristic person or partnership appointed from time to time by the Employer for the design of the portion of the Permanent Works which the Employer is responsible to design in terms of this Contract.

(i) "Contractor's Designer" means the natural or juristic person or partnership appointed from time to time by the Contractor and notified in writing to the Engineer and Employer for the design of the portion of the Permanent Works which the Contractor is responsible to design in terms of this Contract, and for the design of the Temporary Works.

(j) "Electrical Temporary Installation Inspector" means a competent person appointed in accordance with regulation 22.(d) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.

(k) "Employer" means the natural or juristic person or partnership for whom the Works are to be executed, who is named as the Employer in the Conditions of Contract and who is known as the "Client", in the Occupational Health and Safety Act, 1993 and its regulations.

(l) "Engineer" means the natural or juristic person or partnership named as the Engineer in the Conditions of Contract and appointed by the Employer to act as the Engineer in terms of this Contract.

(m) "Engineer's Representative" means the person appointed by the Engineer in terms of Clause2 of the Conditions of Contract.

(n) "Excavation Work Supervisor" means a competent person appointed in accordance with regulation 11.(1) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.

(o) "Explosive Powered Tools Issuer" means a competent person appointed in accordance with regulation 19.(2)(g)(i) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.

(p) "Fall Protection Developer" means a competent person appointed in accordance with regulation 8.(1)(a) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.

(q) "Fire Extinguisher Inspector" means a competent person appointed in accordance with regulation 27.(h) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

(r) "Formwork and Support Work Supervisor" means a competent person appointed in accordance with regulation 15.(1) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.

(s) "Hazard" means any object, action or condition that can potentially harm the health and safety of persons or property.

(t) "Hazard Identification" means the identification and documenting of existing or expected hazards.

(u) "Health and Safety Consultant" means the natural or juristic person or partnership appointed by the Contractor to assist in any matters related to health and safety on the construction site.

(v) "Health and Safety Plan" means a documented plan, prepared by the Contractor, of work procedures to mitigate, reduce or control hazards identified.

(w) "Health and Safety Specification" means a documented specification of all health and safety requirements and criteria to mitigate, reduce or control hazards identified.

(x) "Health and Safety Representative" means the person/s designated in accordance with section 17 of the Occupational Health and Safety Act.

(y) "Ladder Inspector" means a competent person appointed in accordance with regulation 13 of the General Safety Regulations, in writing by the Contractor, with written notification to the Engineer.

(z) "Material Hoist Inspector" means a competent person appointed in accordance with regulation 17.(8)(a) of the Construction Regulations, 2003 in writing by the Contractor, with written notification to the Engineer.

(aa) "Method Statement" means a document detailing the key activities to mitigate, reduce or control hazards identified.

(bb) "Professional Engineer" means any person employed from time to time by either the Employer or Contractor who holds registration as either a Professional Engineer or Professional Certificated Engineer under the Engineering Profession Act, 2000 (Act No. 46 of 2000).

(cc) "Professional Technologist" means any person employed from time to time by either the Employer or Contractor who holds registration as a Professional Technologist under the Engineering Profession Act, 2000 (Act No. 46 of 2000).

(dd) "Risk" means the likely occurrence and impact of a hazard.

(ee) "Risk Assessment" means a programme carried out to identify and evaluate the likely occurrence and impact of all hazards.

(ff) "Risk Assessor" means a competent person appointed in accordance with regulation 7.(1) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.

(gg) "Safety Agent" means a competent natural or juristic person or partnership named in the Appendix to Tender or any other person appointed from time to time by the Employer and notified in writing to the Contractor to act on behalf of the Employer for the purposes of this specification.

(hh) "Scaffolding Supervisor" means a competent person appointed in accordance with regulation 14.(2) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.

(ii) "Stacking Supervisor" means a competent person appointed in accordance with regulation 26.(a) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.

(jj) "Subcontractor" means the natural or juristic person or partnership who is appointed by the Contractor with prior consent of the Engineer to execute certain tasks associated with the Works and who is also an employer as defined in section 1 of the Occupational

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Health and Safety Act.

(kk) "Suspended Platforms Supervisor" means a competent person appointed in accordance with regulation 15.(1) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.

2.4 Duties, responsibilities and liabilities

2.4.1 Principal Parties

This section covers the duties, responsibilities and liabilities of the following principal parties:

Employer
Employer's Safety Agent
Contractor
Subcontractor
Employer's Designer
Contractor's Designer

The duties and responsibilities of the various principal parties are briefly summarized below (the numbers indicated correspond to the applicable regulation number in the Construction Regulations, 2003). The intention of the summary is not to replace the Regulations, but is included for indicative purposes. The liabilities of each party are also shown.

a) Employer

In addition to the duties, responsibilities and liabilities specified in the Conditions of Contract, the Employer shall have the following duties and responsibilities to ensure compliance with the Construction Regulations, 2003:

4.(1)(a) Prepare health and safety specifications for the Works.
4.(1)(a) Provide copies of the specifications to Tenderers or to the appointed Contractor.
4.(1)(b) Provide any information to the Contractor that may affect the health and safety of his employees.
4.(1)(c) Appoint the Contractor in writing for the Works.
4.(1)(d) Take reasonable steps to ensure that the Contractor's Health and Safety Plan is implemented and maintained on the Works (which shall include monthly audits).
4.(1)(e) Stop the Contractor from executing work, not in accordance with, his Health and Safety Plan or which poses a threat to the health and safety of persons.
4.(1)(f) Ensure that sufficient health and safety information and appropriate resources are made available to the Contractor when changes are brought about to the design.
4.(1)(g) Ensure that the Contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to the commencement of the Works.
4.(1)(h) Ensure that Tenderers have made provision in their tenders for the cost of health and safety measures during the construction of the Works.
4.(2) Discuss and negotiate the contents of the Contractor's Health and Safety Plan.
4.(2) Approve the Contractor's Health and Safety Plan for implementation.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

4.(3) On request, make available copies of the Contractor's Health and Safety Plan to his employees, his Subcontractors and inspectors.
4.(4) Satisfy himself on the competencies and resources of the Contractor he intends appointing.
4.(6) Satisfy himself on the competencies and resources of his Safety Agent should he decide to appoint one.

In terms of Clause 4.6 of the Contract Data, the Contractor accepts sole liability as mandatory for due compliance with the Occupational Health and Safety Act, 1993 and all its regulations including the Construction Regulations, 2003. The Employer will only be responsible for the duties imposed on the Employer in terms of the Construction Regulations, 2003 as listed above.

b) Employer's Safety Agent

Where the Employer decides to appoint an agent in accordance with regulation 4.(5) of the Construction Regulations, 2003, the duties and responsibilities as imposed by these regulations upon the Employer shall as far as reasonably practicable apply to his Safety Agent.

c) Contractor

In addition to the duties, responsibilities and liabilities specified in the Conditions of Contract, the Contractor shall have the following duties and responsibilities to ensure compliance with the Construction Regulations, 2003:

3.(1)(a) Notify the provincial director in writing of the commencement of the construction works.
3.(3) Ensure that a copy of the notification letter is kept on site for inspection on request as well as proof of its receipt by the Department of Labour.
5.(1) Demonstrate a Health and Safety Plan, based on the Employer's health and safety specifications.
5.(1) Apply the Health and Safety Plan from the Commencement Date until completion of the Works.
5.(2) Ensure co-operation between all contractors to enable each to comply with the provisions of Construction Regulations.
5.(3)(a) Provide any Tenderer or Subcontractor with copies of the Employer's health and safety specifications.
5.(3)(b) Appoint Subcontractors in writing.
5.(3)(c) Ensure that each Subcontractor's Health and Safety Management Plan is implemented and maintained on their portion of the Works.
5.(3)(d) Stop any Subcontractor from executing Works, not in accordance with, the Contractor's Health and Safety Plan or which poses a threat to the health and safety of persons.
5.(3)(e) Ensure that sufficient health and safety information and appropriate resources are made available where applicable, to the Subcontractor when changes are brought about to the design of the Works.
5.(3)(f) Ensure that his Subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to the commencement of the Works.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

5.(3)(g) Ensure that his Tenderers have made provision in their tenders for the cost of health and safety measures during the construction of the Works in line with the requirements of the Employers Health and Safety Specification and his Health and Safety Management Plan.

5.(5) Discuss and negotiate the contents of his Subcontractor's Health and Safety Plan, to ensure compliance with the Employer's Health and Safety Specification and consistent with the Contractors Health and Safety Management Plan.

5.(5) Approve his Subcontractor's Health and Safety Plan for implementation and to keep records of all such approvals on site for auditing purposes.

5.(6) On request, make available a copy of his and his Subcontractor's Health and Safety Plan to an employee, inspector, contractor, the Employer or the Employer's Safety Agent.

5.(7) Open and maintain a record management system regarding health and safety for the Contractors own and Subcontractors' Health and Safety Documentation on the construction site.

5.(7) Upon request, make available his health and safety record management system to an inspector, Employer, the Employer's Safety Agent or the Contractor.

5.(8) Deliver the health and safety record management system to the Employer upon completion of the Works.

5.(9) Ensure that a comprehensive and updated list of all his Subcontractors (including their respective subcontracting agreements) are included in the health and safety record management system.

5.(10) Satisfy himself on the competencies and resources of the Subcontractor he intends appointing.

6.(1) Appoint a construction supervisor.

6.(3) Appoint assistant construction supervisors if required by an inspector.

6.(5) Appoint individual construction supervisors for individual construction sites.

6.(6) The Contractor shall after due consideration of the complexity, size and potential hazards and associated risks as well as controls towards the mitigation of risks, appoint a safety officer in writing. The contractor shall submit a detailed CV of the envisaged Safety Officer appointment for final acceptance thereof by the Employer or his Safety Agent.

6.(7) Provide opportunities to the construction safety officer to provide inputs into the Health and Safety Plan.

6.(8) Satisfy himself with the competencies and resources of the construction safety officer he intends appointing.

7.(1) Perform a risk assessment prior to the commencement of any construction work.

7.(2) On request, make available copies of the his/her risk assessment.

7.(3) Consult with the health and safety committee on the development, monitoring and review of the risk assessment.

7.(4) Ensure that all employees are informed, instructed and trained regarding any hazard and the related work procedures before any work commences. The contractor shall ensure that proof of such is available on site for auditing purposes.

7.(5) Ensure that all Subcontractors are informed regarding any hazard as stipulated in the risk assessment. Further that Subcontractors conduct their own risk assessments as and when required

7.(6) Analyze ergonomic related hazards and address the same in the risk assessment.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

7.(7) Ensure that all employees undergo health and safety induction prior to permitting each employee access to the Works. The Contractor shall ensure that proof of such is available on site for auditing purposes.

7.(8) Ensure that all visitors undergo health and safety induction and are provided with the necessary personal protective equipment. The Contractor shall ensure that proof of such is available on site for auditing purposes.

7.(9) Ensure that every employee is in possession and carries at all times his proof of health and safety induction training.

9.(1)(a) Prevent the uncontrolled collapse of any structure which may become unstable due to the carrying out of construction work.

9.(1)(b) Ensure that no structure is loaded in an unsafe manner.

9.(3) Ensure that all construction drawings are on site and available on request by an inspector, contractors, Employer, the Employer's Safety Agent or employee.

In terms of Clause 4.6 of the Contract Data, it shall be deemed that the parties to this Contract have agreed in writing in terms of Section 37(2) of the Occupational Health and Safety Act, 1993 that the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 and all its regulations, including the Constructions Regulations, 2003, for which he is liable as mandatory.

d) Subcontractor

To ensure compliance with the Construction Regulations, the Subcontractor shall:

5.(4) Demonstrate a Health and Safety Plan, based on the Employer's health and safety specification.

5.(4) Apply his Health and Safety Plan from the Commencement Date and until completion of the Works.

5.(12) Satisfy himself on the competencies and resources of any Subcontractor he intends appointing.

5.(14) Provide the Contractor with any information which might affect the health and safety of any person or which might justify a review of the Health and Safety Plan.

In addition to the above items, the Subcontractor shall, to ensure compliance with the Construction Regulations, comply with regulations 5.7, 6.(1), 6.(3), 6.(5), 6.(6), 6.(7), 6.(8), 7.(1), 7.(2), 7.(3), 7.(4), 7.(6), 7.(7), 7.(8), 7.(9), 9.(1)(a), 9.(1)(b) and 9.(3), summarized in Section 2.4.1(c) above.

e) Designer (Employer's Designer or Contractor's Designer)

To ensure compliance with the Construction Regulations, 2003, the Designer (as defined in the Construction Regulations, 2003) shall:

9.(2) Make available to the Employer all relevant information affecting the pricing of the Works.

9.(b) Inform the Contractor of any hazards relating to the Works.

9.2(b) Make available all information required for the safe execution of the Works.

9.2(c) Ensure that information relating to geo-sciences, designs loads, and the methods and sequencing of construction processes are made available to the Contractor in

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

a report.

9.2(d) Not include dangerous procedures or hazardous materials in the structure's design which could be avoided.

9.2(e) Make provision in the design of the Works for hazards likely to be encountered during its subsequent maintenance.

9.(2)(f) Carry out inspections of the construction work during the construction period to ensure compliance with the designs.

9.2(f) Keep records of the inspections carried out on the construction site.

9.2(g) Stop any contractor from executing works not in accordance with the designs.

9.2(h) Conduct a final inspection of the completed Works prior to its commissioning.

9.2(h) Issue a completion certificate to the Contractor subsequent to a successful final inspection.

9.(2)(i) Ensure that cognizance is taken of ergonomic design principles in order to minimize related hazards.

The Employer's Designer shall only accept responsibility to comply with the Construction Regulations, 2003 for that portion of the Permanent Works which the Employer is responsible to design in terms of the Contract.

The Contractor's Designer shall accept sole responsibility and liability to comply with the Construction Regulations, 2003 for that portion of the Permanent Works for which the Contractor is responsible to design in terms of the Contract as well as the design of the Temporary Works.

2.4.2 Secondary Parties

This section covers the duties, responsibilities and liabilities of the following secondary parties:

Construction Health and Safety Officer
Contractor's Employees Fall Protection Developer
Health and Safety Consultant
Health and Safety Representative
Risk Assessor

a) Construction Health and Safety Officer

The Construction Health and Safety Officer will act as Health and Safety advisor to the site management staff, ensuring the integrity of the Safety management System and Plan and its implementation. The Construction Health and Safety Officer can therefore never take over the line management responsibilities for safe work practices.

The Contractor is responsible for the development of the position outcomes descriptors for the Construction Health and Safety Officer. This documentation shall be available on site for auditing purposes.

The Construction Health and Safety Officer shall if given an opportunity, provide an input into the Contractor's Health and Safety Plan.

b) Contractor's Employees

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

All employees will be responsible for safety on the construction site and the work place as prescribed in section 14 of the Occupational Health and Safety Act, 1993 and briefly summarized as follows:

Take reasonable care for the health and safety of himself and of other persons who may be affected by his acts,
Co-operate with his employer with regards to health and safety to ensure that his employer complies with requirements imposed on him,
Obey the health and safety rules and procedures laid down by his employer,
Report any unsafe or unhealthy situation to his employer or to the health and safety representative for his workplace,
Immediately report any incident in which he was involved which has caused an injury to himself or others, and
Assist in inquiries and incident investigations.

No employee shall intentionally or recklessly interfere with, damage or misuse anything which is in the interest of health and safety

c) Fall Protection Developer

The Fall Protection Developer will be responsible for the preparation and maintenance of a fall protection plan to be implemented by the Contractor, in such a manner to ensure compliance with regulation 8 of the Construction Regulations, 2003.

d) Health and Safety Consultant

The Health and Safety Consultant shall assist the Contractor in any health and safety matters on the Works for which he is appointed.

e) Health and Safety Representative

The Health and Safety Representative shall fulfill the duties as set out in section 18 of the Occupational Health and Safety Act, (Act 85 of 1993). A health and safety representative shall not incur any civil liability by reason of the fact only that he failed to do anything which he may do or is required to do in terms of the Act.

f) Risk Assessor

The Risk Assessor shall facilitate the risk assessment process of the Contractor or Subcontractor. The Risk Assessor shall be responsible for the compilation and implementation of a management plan towards the continuous mitigation of identified risks to as low as is reasonable practicable.

2.4.3 Supervisors, Inspectors and Issuers

This section covers the duties, responsibilities and liabilities of the following Supervisors, Inspectors and Issuers likely to be found on the Works:

a) Batch Plant Supervisor

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The Batch Plant Supervisor shall be required to ensure compliance with regulation 18 of the Construction Regulations, 2003. In addition, he shall fulfil the following duties and responsibilities:

Manage the day to day operation of a batch plant,
Be responsible for the maintenance of the batch plant,
Be able to identify developing defects and hazardous situations,
Act as the Occupational Health and Safety Representative at the batch plant, and
Take responsibility for the safety of the personnel at the batch Plant.

The Batch Plant Supervisor will have the authority to stop operation of the plant should any hazardous situation require it.

b) Construction Supervisor

The Construction Supervisor shall be responsible for supervising the construction work inclusive of the implementation and maintenance of safe work practices.

c) Construction Vehicle & Mobile Plant Inspector

The Construction Vehicle and Mobile Plant Inspector will ensure the safety of all construction vehicles and plant in such a manner to ensure compliance with regulation 21 of the Construction Regulations, 2003. The inspector will also be responsible for the regular inspection of all vehicles and plant and the recording of his findings. The Contractor shall ensure that proof of such is available on site for auditing purposes.

d) Demolition Work Supervisor

The Demolition Work Supervisor will supervise and control all demolition work on the Works in such a matter to ensure compliance with regulation 12 of the Construction Regulations, 2003. The supervisor will be responsible for all administration related to the demolition works. The Contractor shall ensure that proof of such is available on site for auditing purposes.

e) Electrical Temporary Installation Inspector

The Electrical Temporary Installation Inspector will control all temporary electrical installations on the Works to ensure compliance with regulation 22 of the Construction Regulations, 2003, the Electrical Installations Regulations, 1992 and SANS 0142. The Contractor shall ensure that proof of such is available on site for auditing purposes.

f) Excavation Work Supervisor

The Excavation Work Supervisor will supervise all excavation work on the Works in such a matter to ensure compliance with regulation 11 of the Construction Regulations, 2003 and shall in particular ensure that every excavation is inspected:

On a daily basis before each shift,
After every blasting operation,

After an unexpected fall of ground,
After substantial damage to supports, and
After rains.

The Contractor shall ensure that proof of such is available on site for auditing purposes.

g) Explosive Power Tools Issuer

The Explosives Power Tools issuer will control the issuing and collection of explosive tools, cartridges and nails or studs to ensure compliance with regulation 19 of the Construction Regulations, 2003. The Contractor shall ensure that proof of such is available on site for auditing purposes.

h) Fire Extinguisher Inspector

The Fire Extinguisher Inspector will be responsible for the operation and inspection of all firefighting equipment on the Works to ensure compliance with regulation 27 of the Construction Regulations, 2003. The Contractor shall ensure that proof of such is available on site for auditing purposes.

i) Formwork and Support Work Supervisor

The Formwork and Support Work Supervisor will supervise all formwork and support work operations and will see to it that formwork and support work erectors, operators and inspectors are competent to carry out their work Works to ensure compliance with regulation 10 of the Construction Regulations, 2003. The Contractor shall ensure that proof of such is available on site for auditing purposes.

j) Ladder Inspector

The Ladder Inspector will be responsible for the regular inspection and recording of his/her findings of all ladders on the Works and to ensure compliance with regulation 13 of the General Safety Regulations. The Contractor shall ensure that proof of such is available on site for auditing purposes.

k) Material Hoist Inspector

The Material Hoist Inspector will be responsible for the daily inspection of material hoists or similar machinery and to ensure Works to ensure compliance with regulation 17 of the Construction Regulations, 2003. The inspector must have experience pertaining to the erection and maintenance of all hoists on the Works. The inspector must be able to determine the serviceability of the entire material hoist including guides, ropes and their connections, drums, sheaves or pulleys and all safety devices. The Contractor shall ensure that proof of such is available on site for auditing purposes.

l) Scaffolding Supervisor

The Scaffold Supervisor will be required to supervise all scaffolding work operations carried out on the Works and to ensure compliance with regulation 14 of the Construction Regulations, 2003 as well as ensure compliance with applicable SABS 085

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

specifications. The Contractor shall ensure that proof of such is available on site for auditing purposes.

m) Stacking Supervisor

The Stacking Supervisor shall supervise the stacking and storage of all articles on site and shall be responsible to ensure compliance with regulation 26 of the Construction Regulations, 2003.

n) Suspended Platform Supervisor

The Suspended Platform Supervisor will supervise all suspended platform work operations carried out on the Works and to ensure compliance with regulation 15 of the Construction Regulations, 2003. The supervisor will also see to it that all suspended platform erectors, operators and inspectors are competent to carry out their work. The Contractor shall ensure that proof of such is available on site for auditing purposes.

3. GENERAL REQUIREMENTS OF HEALTH AND SAFETY PLAN

3.1 General

It will be expected from the Contractor to include in his safety plan method statements on how to accomplish the requirements relating to the Construction Regulations, 2003 and related incorporated standards and regulations.

Contractors should describe how their safety management systems will work and what control procedures they plan on using to ensure safety on the construction site

The following generic aspects should be covered in their safety plan

What administrative procedures the Contractor envisages to use in the implementation and maintenance of the safety plan with reference to the construction site
How continuous assessment of the safety plan will be assessed and implemented with respect to construction site
What control systems the Contractor envisages to implement on site to support his safety program
How the Contractor will ensure that he adheres to the construction regulations in respect of competent persons for appointments
What external resources the Contractor envisages on using to ensure successful implementation and sustainability of the safety plan
What training to employees the Contractor envisages and how he would go about to execute it
The Contractor should indicate which competent persons he plans on employing

During the tendering phase it will be expected from the tenderer to briefly explain how the abovementioned will be accomplished.

Once a successful tenderer has been appointed, the Contractor shall supply a detailed Health and Safety Plan for review by the Employer, prior to site mobilization, to ensure compliance with the Construction Regulations, 2003. Mobilization shall be dependent upon the acceptance

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

of the Contractor's Health and Safety Management Plan by the Employer. The Contractor's Health and Safety Plan should include, but not be limited to, those sections indicated in Section 3.2 of this specification.

3.2 Outline of Health and Safety Plan

The Contractor's Health and Safety Plan prepared in accordance with this specification shall consist of at least the following sections and sub-sections:

1. Aim and Scope of Plan,
2. Risk Assessment,
    a. Alternative Forms of Risk Assessment,
    b. Methodology of Risk Assessment,
    c. Elements of Risk Assessment,
        i. Scope of assessment,
        ii. Risks Identified,
        iii. Risk Analysis,
        iv. Risk Evaluation,
        v. Risk Treatment,
        vi. Monitoring and reviewing,
3. Resources,
    a. Health and Safety Staffing Organogram,
    b. Supervisors, Inspectors and Issuers,
    c. Employees,
    d. Subcontractors inclusive of their scope of work and their core resources,
    e. Training,
    f. Plant,
    g. Vehicles,
    h. Equipment
4. Materials,
    a. Temporary Materials
    b. Permanent Materials
5. Categories of Work
6. Implementation of Health and Safety Plan,
    a. Administrative systems,
    b. Training,
    c. Reporting,
    d. Monitoring,
    e. Inspections,
7. Auditing,
    a. Internal audits,
    b. Follow-up audits,
8. Financial Aspects,
9. Emergency procedures and response

4. RISK ASSESSMENT

4.1 General

This section of the specification provides guidelines for the Contractor in preparation of

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

risk assessments in order to ensure compliance with Regulation 7 of the Construction Regulations, 2003. This section highlights the principles related to the preparation of suitable and sufficient risk assessments. Contractor Staff intending to prepare risk assessments should be trained and suitably experienced in the application envisaged.

A suitable and sufficient risk assessment is an assessment which:

Accounts for risks that are likely to arise during the construction of the Works,
Enables the development and implementation of systems to manage the risks,
Remains valid for a reasonable period of time,
Provides a basis for training of employees, and
Improves working procedures and introduce long term controls.

The requirements of the Construction Regulations will not be satisfied by a single risk assessment exercise that holds good for all time. The risk assessment process on the Works is an ongoing process.

The objectives of risk assessments are to:

Identify the risks that are mostly in need of reduction,
Identify the various options for achieving such reduction,
Identify the risks that require careful ongoing management, and
Identify the nature of the required ongoing attention.

4.2 Forms of Risk Assessment

In order to ensure compliance with the Construction Regulations, the Contractor will be required to carry out the following three forms of risk assessment:

4.2.1 Baseline or datum risk assessments

The Contractor will be required carry out a risk assessment before the commencement of construction activities on the Works. This “baseline” or “datum” risk assessment will form part of the Contractor’s Health and Safety Plan. The risks and hazards to which persons, plant, vehicles and facilities may be exposed during the construction of the Works should be identified and evaluated. Measures to reduce or control these risks or hazards should be defined during this assessment. The effectiveness of the measures defined and the baseline risk assessment prepared shall be monitored and reviewed from time to time to ensure that it remains relevant and accurate.

4.2.2 Issue based risk assessments

The Contractor will be required to carry out separate risk assessments during construction of the Works when methods and procedures are varied, for example when:

Designs are amended,
New machines are introduced,
Plant is periodically cleaned and maintained,
Plant is started-up or shut-down,
Systems of work change or operations alter,

Incidents or near-misses occur, or
Technological developments invalidate prior risk assessments.

4.2.3 Continuous risk assessments

The Occupational Health and Safety Act specifically requires that employers shall provide and maintain working environments that are safe and without risk to health. The general awareness of hazards needs to be raised as work ethic to maintain a safe and risk free environment on an ongoing basis. This is achieved by continuous risk assessments, the most important form of risk assessment that takes place as an integral part of day-to-day management. Examples of continuous risk assessments include:

Regular audits,
Maintaining general hazard awareness,
Pre-work risk assessment

4.3 Methodology for the Preparation of Risk Assessments

The Contractor shall in the preparation of his risk assessments, follow the following general principles:

Employ a team of suitably qualified individuals with appropriately varied and relevant experience in risk assessment,
The appointed risk assessor shall lead the risk assessment,
Provide the team with background data, scope of work, potential hazards and underlying causes, and
Where necessary employ experts for complex risk assessments and aspects of risk assessments that require experiential judgment,
Institute an ongoing system of identifying aspects of the work that require risk assessment, and
Conduct risk assessments in workshops of the team or by individual members of the team under guidance of the leader as appropriate to the situation.

4.4 Elements of a Risk Assessment

4.4.1 General

The process of carrying out a risk assessment consists of a number of well-defined steps. These steps improve decision-making by providing a greater understanding of the risks and their impacts. The main steps or elements of the risk assessment process are as follows:

1) Consider scope and nature or risks involved, determine purpose and physical and legal bounds of assessment and define risk evaluating criteria,
2) Systematically identify risks,
3) Analyze risks with regard to causes, likelihood of occurrence and possible consequences against the background of existing controls and its effectiveness,
4) Evaluate risks in terms of pre-established criteria to determine need and priority for attention,
5) Treat risks through a process of risk elimination, substitution, controlling risk at source, risk mitigation such as training and as far as risk remains, provide personal protective

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

equipment (PPE),
6) Monitor and review progress and performance in terms of management system, and
7) Communicate and consult.

The following sections 4.4.2 to 4.4.7 deal with items (2) to (7) above.
These items form the continuing process of the risk assessment as indicated in Figure 1, below.

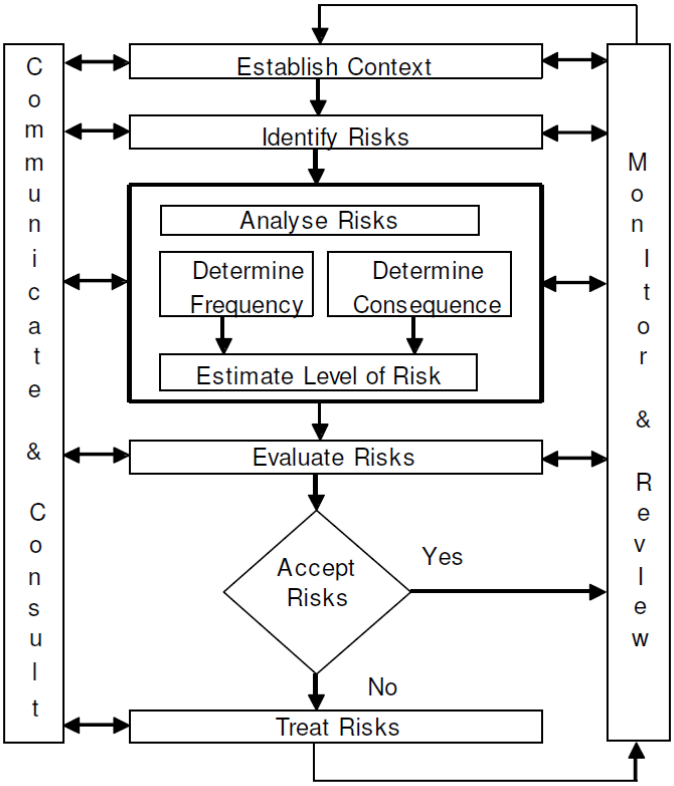


Figure 1: Risk Management Process

The Contractor shall ensure that the risk assessment compiled as part of his Health and Safety Plan contains at least these items.

4.4.2 Risk Identification

The Contractor should regard this step of the risk assessment as the most important. Subsequent analysis and evaluation of risks and the development of risk control measures are wasted if the risks or hazards on the Works are not carefully identified.

The Contractor should bear the following principles in mind when identifying the risks:

i) Systematically address all risks or hazards on the Works,
ii) Review all aspects of the work, but consider only those that have a potential to cause harm,
iii) Rank the risks identified in order of importance and then use appropriately advanced techniques to deal with major risks,
iv) Deal mainly with major risks and don't obscure these with unimportant

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

information, especially minor risks,

v) Address what actually happens in the workplace during the work activity
vi) Consider all persons that may be affected,
vii) Highlight those groups and individuals who may particularly be at risk, and
viii) Review the adequacy and effectiveness of existing safety controls and measures

4.4.3 Risk Analysis

In this step, the Contractor will be required to analyze the risks identified by determining each risks frequency and magnitude or severity of the consequence of the risk or hazard.

The frequency of occurrence of a hazard may be expressed as the number of times that it may occur in a year, decade, lifetime, century, or longer period, according to comparative human experience. The magnitude of the likely consequence of a hazard may be expressed in terms of the degree of incapacitation, number of people or costs involved. The frequency of occurrence of a hazard and the magnitude of its consequence may be compounded as the risk that it poses as shown in the "risk matrix" in Figure 2 below.

Frequency of Occurrence of Hazard	Severity of Consequences of Potential Hazard					
	1 Medically treatable injury	1 Compensable injury	10 Compensable injuries	1 Permanently disabling injury	1 Fatality	10 Fatalities
Frequent; 1 or more occurrences per year	Medium	High	Very high	Severe	Severe	Severe
Several times during a career; 0.1 occurrences per year	Medium-low	Medium	High	Very high	Severe	Severe
Unlikely, but possible during a career; 0.01 occurrences per year	Low	Medium-low	Medium	High	Very high	Severe
Very unlikely during a career; 0.001 occurrences per year	Low	Low	Medium-low	Medium	High	Very high
Barely credible; 0.0001 occurrences per year	Low	Low	Low	Medium-low	Medium	High

Figure 2: Compounded Risk Matrix

The columns in the table represent the likely consequence of the hazard and the rows, the frequency of occurrence. The scales for both quantities represent consistent progressions, albe they qualitative. The risks evidently range from low to severe. Note that diagonals in the matrix represent the risks of the identified hazards, taking the effectiveness of controls into consideration.

The table represents a typical risk matrix that need not necessarily be adopted by the Contractor. The Contractor may use an alternative risk matrix provided that it is approved as part of his Health and Safety Plan.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

4.4.4 Risk Evaluation

In this step the Contractor will be required to compare the assessed risk with similar risks previously experienced for the purpose of deciding how to treat the risk. A useful systematic approach for this purpose is as follows:

If the assessed risk exceeds similar risks that have occurred in the past and that are considered to be unacceptable, the assessed risk would require treatment depending upon its magnitude as discussed in Section 4.4.5, or

If the assessed risk exceeds similar historical risks that are acceptable, treatment of the assessed risk will depend on the extent by which it exceeds the historical risks, or

If the assessed risk is less than historical risks that are unacceptable, treatment of the assessed risk will depend on the extent by which it is less than the historical risks, or

If the assessed risk is less than historical risks that are acceptable, the assessed risk would also be acceptable and would not require any treatment.

4.4.5 Risk Treatment

In this step, the Contractor will select and implement appropriate measures for dealing with risk. Typically measures comprise the following:

Elimination by changing designs, procedures, management methods, etc, applicable to high frequency–high consequence risks, or
Reduction by changing designs, procedures, management methods, etc, applicable to high frequency–high consequence risks, or
Minimization by changing designs, procedures, management methods, etc, applicable to high frequency–low consequence risks, or
Transfer or share whole or part of the risk to another party by insurance, contractual arrangements or organizational structures, applicable to low frequency–high consequence risks, or
Control to ensure that risks do not increase, applicable to low frequency–high consequence risks, or
Retention together with provision of monitoring and personal protective equipment, applicable to low frequency–low consequence residual risks after reduction, or
Acceptance without particular action other than provision of personal protective equipment, applicable to low frequency–low consequence risks.

The following principles enable the optimum treatment to be determined:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Avoid risks altogether if possible by using different approaches, substances or methods of work,
Combat risks at source rather than by adopting secondary measures,
Adapt work to the individual rather than the individual to the work, that is, in the design consider the people and their attributes that will operate the system
Take advantage of technological and technical progress,
Risk prevention measures must be part of a coherent policy and approach to safety management that involves performance measurement, goal setting, feedback and analysis, Give preference to measures that protect the whole work force,
Ensure that those for whom protection is provided understand what they need to do to make sure that the protection works, and
Ensure that measures to control risks are an accepted part of an active health and safety culture supported by all levels of the organization; single risk reduction initiatives invariably fail.

4.4.6 Reporting and Recording

The Contractor shall ensure that the risk assessment process is recorded in the form of a report and included in his Health and Safety Plan. The report should be easily accessible to the Contractor's employees, their representatives, to inspectors, the Employer or his Safety Agent and the Engineer. The essential contents of the report should be as follows:

Objectives and expected outcomes, Description of the Works under assessment, Summary of context of study, Composition of risk assessment team, (including qualifications and relevant experience), Approach used to systematically identify risks, Identified risks (ranked in order of priority), Method adopted for assessing frequencies and consequences of risks, Consequences (ranked in order of magnitude), Identification of individuals and groups who may be affected by major hazards and risk and who may especially be at risk, Basis for defining safety standards to be achieved, Contractor's resources devoted to risk assessment, Actions proposed to reduce unacceptably high risks, Review effectiveness of existing safety measures to control risks, and Implementation programme of selected treatments (including controls to manage unacceptably high risks).

4.4.7 Monitoring and Review

It is necessary to monitor risks, the effectiveness of the risk treatment plan and the strategies and management system set up to control implementation. Control of the risk management program entails the setting of standards, monitoring actual performance, comparing the performance with the standards and correcting any deviations from the standard. Risks and the effectiveness of the control measures need to be monitored to ensure changing circumstances do not alter risk priorities. Few risks remain static.

Ongoing review is essential to ensure that the management plan remains relevant. Factors that affect the likelihood and consequences of an outcome may change, as may factors that affect the suitability or cost of the various treatment options. If an accident occurs, or if more is learnt about the hazards in the workplace, the risk assessment may

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

need to be reviewed or modified. Hazards may be observed that have not been anticipated or previously identified and which may require appropriate measures to be taken. After an accident has occurred, it is important to determine whether it was predicted, whether preventive measures were identified, and if so, why they did not work, whether the risk assessment is still suitable and sufficient if it failed to predict the accident, whether to the decision to accept a predicted risk as tolerable is still valid, why the accident occurred and what should be done to prevent similar accidents occurring again. It is therefore necessary to regularly repeat the risk management cycle, the time between reviews being dependent on the nature of the risks and the degree of change likely to take place in the work activity. Review is an integral part of the risk management treatment plan.

4.4.8 Communication and Consultation

The Contractor will be required to communicate and consult with internal and external stakeholders during each step of the risk assessment process. Stakeholders will include the Employer and his Safety Agent, the Engineer and the Contractor's employees and consultants.

Effective communication will ensure that those responsible for implementing the risk management process and those with a vested interest, understand the basis on which decisions are made and why particular actions are taken. It will also ensure that the perceptions of all those involved are noted and accommodated during the process.

5. RESOURCES

5.1 General

In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with the requirements of the Occupational Health And Safety Act, 1993 and all its Regulations and related incorporated standards with regards to the resources and facilities intended for use on the temporary and permanent Works.

5.2 Employees

5.2.1 Inspectors, supervisors and Issuers

The Contractor shall provide in his Health and Safety Plan his intended Staffing Organogram for the Works. The organogram should include those inspectors, supervisors and issuers as envisaged in the Construction Regulations, 2003 required for the Works and any additional supervisory staff members as the Contractor (having taken the scope of the Works into account) considers necessary.

Copies of the supervisory staffs' curriculum vitae or portfolio of evidence and their appointment letters should be appended to the Contractor's Health and Safety Plan.

The Contractor's Health and Safety Plan should in addition cover at least the following aspects:

The number of unskilled, semi-skilled and skilled (including Foreman, Charge hands, Artisans, Operators, Drivers, Clerks, Storeman and Team Leaders) employees he intends employing on the Works,
The health and safety training to be provided to the Contractor's employees, The programme of the health and safety training,
Systems for the review of the effectiveness of the training provided, and
Systems to determine further training requirements throughout the construction period.

In preparing his Health and Safety Plan, the Contractor shall ensure compliance with Clause PS 22 in Section 4.2 of the Project Specifications.

Pro-forma letters of appointment for the various inspectors, supervisors and issuers as contemplated in the Construction Regulations, 2003 are included in Annexure 1 to this specification for use by the Contractor. The Contractor shall ensure that he includes in his Health and Safety Plan the appointment letters for all his inspectors, supervisors and issuers appointed for the Works.

5.2.2 Subcontractors

The Contractor shall with reference to the use of subcontractors on the Works and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

The steps intended to ensure that his Subcontractors prepare, implement and maintain Health and Safety Plans,
How health and safety information will be made available to his Subcontractors when changes are brought about to the design,
How he intends determining that his Subcontractors are registered and in good standing with the compensation fund or with a licensed compensation insurer prior to the commencement of the Works,
How he intends determining if his Subcontractors have made provision in their tenders for the cost of health and safety measures during the construction of the Works,
How he intends satisfying himself on the competencies and resources of Subcontractors he intends appointing, and
How he intends ensuring that his Subcontractors perform risk assessments prior to commencing their respective portions of the Works.

5.2.3 Competencies

The Contractor shall establish if a person is competent to perform a certain duty or be appointed in a certain capacity by requesting all candidates to supply the required certificates of competency. Where certificates of competencies cannot be delivered, the Contractor shall request a portfolio of evidence from the respective candidates.

Contractors should do enquiries at the South African Qualifications Authority (SAQUA) relating to the qualifications required for appointment of competent persons.

5.2.4 Physical and Psychological Fitness

Were required by the Occupational Health & Safety Act and its regulations the contractor shall ensure that his employees are in possession of a valid medical certificate of fitness to work in such an environment.

In terms of the Construction Regulations 2003 medical certificates of fitness are required for persons working at elevated positions (Regulation 8(2)(b)), persons working on suspended platforms (Regulation 15(12)a) tower crane operators (Regulation 20 (g)) and construction vehicle and mobile plant operators (Regulation 21 (1)(d)(ii)).

5.3 Plant, Vehicles and Equipment

5.3.1 Suspended platform

The Contractor shall with reference to Regulation 15: Suspended platforms of the Construction Regulations, 2003, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

How he intends complying with SABS 1808 and SABS 1903,
What systems he intends using to ensure the safety of all suspended platforms,
What tests will be performed to establish the safety of suspended platforms,
How he intends maintaining suspended platforms being used, and
How he will document the design, testing, maintenance and inspections of the suspended platforms.

5.3.2 Boatswains chairs

The Contractor shall with reference to Regulation 16: Boatswains chairs of the Construction Regulations, 2003, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

Explain what systems he intends using to ensure the safety of all boatswains chairs, Explain how he intends maintaining boatswains chairs in use,
What tests will be performed to establish the safety of boatswains chairs, and
How he will document the design, testing, maintenance and inspections of the boatswains chairs.

5.3.3 Material hoists

The Contractor shall with reference to Regulation 17: Materials Hoist, of the Construction Regulations, 2003, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

How he intends confirming the construction stability of the material hoists,
What systems he intends using to ensure the safety of all material hoists,
What tests will be performed to establish the safety of all material hoists,
How he intends maintaining the material hoists being used, and
How he will document the design, testing, maintenance and inspections of all

material hoists, and
What safety procedures and precautions are envisaged to ensure safe operation of the materials hoists.

5.3.4 Batch Plants

The Contractor shall with reference to Regulation 18: Batch plants of the Construction Regulations, 2003, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

What systems he intends using to ensure the safety of all batch plants,
How he intends maintaining the batch plants in use, and
How he will document the design, testing, maintenance and inspections of batch plants in use.

5.3.5 Explosive powered tools

The Contractor shall with reference to Regulation 19: Explosive powered tools, of the Construction Regulations, 2003, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

How he intends controlling the issuing of explosive powered tools,
How he intends implementing safety procedures prior to use of explosive powered tools, and
What safety measures will be required during the use of explosive powered tools.

5.3.6 Cranes

This section of the specification shall be read in conjunction with the provisions of the Driven Machinery Regulations, 1988.

The Contractor shall with reference to Regulation 20: Cranes, of the Construction Regulations, 2003 and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

How will environmental factors be taken into account in respect to the use of cranes,
What systems he intends using to ensure the safety of all cranes in use,
How he intends maintaining cranes in use,
What tests will be performed to establish the safety of all cranes in use,
What safety procedures and precautions are envisaged to ensure the safe operation of all cranes in use,
How he will document the design, testing, maintenance and inspections of all cranes in use, and
The contractor shall proof compliance of the Driven Machinery Regulation, 1988, with reference to the lifting machinery and tackle being used.

5.3.7 Construction vehicles and mobile plant

The Contractor shall with reference to Regulation 21: Construction vehicles and mobile

plant of the Construction Regulations, 2003, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

How he intends ensuring that construction vehicles and mobile plant are:
- o Of acceptable design and construction,
- o Maintained and in good working order,
- o Used according to design specifications, and
- o Are protected from falling into excavations, water or areas lower than the working surfaces,

How he intends ensuring that workers are trained, authorised and physically fit to operate construction vehicles and mobile plant,
What traffic arrangements and safety precautions will be implemented to ensure safe operation of construction vehicles and mobile plant on the Works, and
How he intends safeguarding employees against construction vehicles and mobile plant moving on the construction site.

5.3.8 Electrical Installation and Machinery on construction sites

This section of the specification shall be read in conjunction with the provisions contained in the Electrical Installation Regulations, 1992.

The Contractor shall with reference to Regulation 22: Electrical Installation and machinery on construction sites of the Construction Regulations, 2003, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

How he intends safeguarding employees against electrical cables or apparatus under, over or on site, and
How he will ensure that electrical installations are of adequate strength to withstand working conditions on a construction site.

5.3.9 Ladders

The Contractor shall with reference to Regulation 13A of the General Safety Regulations and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

How he intends ensuring that ladders used are safe and constructed of materials approved for its intended use, and
What precaution will be made to ensure the stability of ladders in use.

6. MATERIALS

6.1 General

In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with the requirements of the Occupational Health and Safety Act, 1993 and all its regulations and related incorporated standards with regards to the design, supply, storage and erection of materials used for the temporary and

permanent Works.

6.2 Fall Protection Equipment

The Contractor shall with reference to Regulation 8: Fall Protection Equipment of the Construction Regulations, 2003, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

Compilation of a fall protection plan,
How the fall protection plan will be implemented and maintained,
How employees will be screened and declared medically fit to work in areas where fall protection equipment is needed,
How the safeguarding of persons, plant, vehicles, equipment and facilities on the construction site is contemplated,
Training of staff working at heights and in the use of fall protection equipment, How a continuous assessment of the situation will be executed,
How fall protection equipment will be inspected for safety, and
How corrective actions will be implemented
Emergency plans and procedures for treatment of incidents relating to falls from height.

6.3 Scaffolding

The Contractor shall with reference to Regulation 14: Scaffolding of the Construction Regulations, 2003, and without limiting his obligations, cover at least the following matters in his Health and

Safety Plan:

How compliance with SABS 085 will be ensured,
How scaffolding in use will be maintained,
What systems are intended to ensure the safety of scaffolding used, and
What tests will be performed to establish the safety of scaffolding used Training plan for scaffold erectors and inspectors.

6.4 Use and temporary storage of flammable liquids on construction sites

This section of the specification shall be read in conjunction with the provisions for the use and storage of flammable goods as determined in the General Safety Regulations.

The Contractor shall with reference to Regulation 23: Use and temporary storage of flammable liquids on construction sites of the Construction Regulations, 2003, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

How flammable liquids will be stored to minimize the risk of fire or explosions,
How the contractor will identify a flammable store
What safety precautions will be employed if ventilation of the flammable store is not possible.
How access to flammable stores will be controlled,

How empty vessels used for the storage of flammable liquids will be disposed of,
What quantity of flammable liquids will be stored on the construction site,
What systems are intended to ensure the safe storage of flammable liquids, and
What retaining methods will be used to prevent the spreading of any spillage.

6.5 Stacking and storage

This section of the specification shall be read in conjunction with the provisions for the stacking of articles contained in the General Safety Regulations.

The Contractor shall with reference to Regulation 26: Stacking and storage on construction sites of the Construction Regulations, 2003, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

Who will supervise the stacking and storage of materials on site, and
What systems are intended to ensure the safe stacking and storage of materials on the site

6.6 Personnel Safety Equipment and Facilities

The Contractor shall comply with Section 2 of the General Safety Regulations, and shall in particular provide all necessary personnel protective equipment for his personnel for the duration of the construction period. To this end the Contractor shall without limiting his obligations indicate in his Health and Safety Plan:

Identify training requirements in the Contractors Training plan in the use and maintenance of personal protective equipment,
The type of personnel safety equipment he will provide, How he intends issuing it to his employees, and
How he will maintain the personnel safety equipment issued.

6.7 First Aid, Emergency Equipment and Procedures

The Contractor shall comply with Section 3 of the General Safety Regulations regarding first aid, emergency equipment and procedures.

7. CATEGORIES OF WORK

In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with the requirements of the Occupational Health and Safety Act, 1993 and all its regulations and related incorporated standards with regards to the execution of the following categories of work.

7.1 General

The Contractor shall, without limiting his obligations, cover at least the following matters in his Health and Safety Plan under this category of work:

7.1.1 Construction welfare facilities

Contractors will be required to adhere to Regulation 28: Construction welfare facilities of the Construction Regulations, 2003.

This regulation must be read in conjunction with the provisions of the Facilities Regulations, 1990 (as amended) and SANS 0400.

The Contractor must discuss the following in detail in his safety plan:

How will the Contractor establish the amount of facilities required for employees to shower, change, eat and attend to sanitary needs
What measures will the employer take to house employees on site who lives far form their residences or for the provision of transport

7.1.2 Environmental regulations for workplaces

The Contractor shall comply with the Environmental Regulations for Workplaces, 1987, and shall address the following aspects as described in the regulations in his Health and Safety plan:

Thermal requirements, Lighting, Windows, Ventilation, Housekeeping,
Noise and hearing conservation, Precautions against flooding, and
Fire precautions and means of egress.

7.1.3 Housekeeping on construction sites

Contractors will be required to adhere to Construction Regulation 25: Housekeeping on construction sites, of the Construction Regulations, 2003.

This regulation must be read in conjunction with the provisions of the Environmental Regulations for Workplaces, 1987 (as amended).

The Contractor must discuss the following in detail in his safety plan:

How will contractors ensure the neatness of construction sites
What measures does the Contractor envisage to

- Store and/or stack materials,
- Remove debris from site,
- Prevent unauthorized entrance to the site
- Protect employees or passers-by from falling objects

7.1.4 Fire precaution on construction sites

Contractors will be required to adhere to Construction Regulation 27: Fire precautions on construction sites, of the Construction Regulations, 2003.

This regulation must be read in conjunction with the provisions of the Environmental Regulations for Workplaces, 1987 (as amended).
The Contractor must discuss the following in detail in his safety plan:

How the Contractor will minimize the risk of fire on the site
How the Contractor will identify potential fire hazards
What prohibitions the Contractor will implement to manage risk areas

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

How many employees the Contractor will train in fire fighting
What organization the Contractor envisage to combat fires on sites
What precautions and procedures will be followed to evacuate employees in the case of a fire

7.1.5 Water Environments

The Contractor will be required to adhere to Construction Regulation 24: Water Environments, of the Construction Regulations, 2003.

The Contractor must discuss the following in detail in his safety plan:

What precautions will the Contractor take to identify dangers where employees may fall into water,
What safety procedures and equipment will the Contractor implement to safeguard employees working at water environments.

7.1.6 Structures

The Contractor will be required to adhere to Construction Regulation 9: Structures, of the Construction Regulations, 2003.

The Contractor must discuss the following in detail in his safety plan:

Explain what controls, test or precautions will be made to prevent structures from collapsing during construction,
The Contractor shall indicate what steps will be taken and implemented to ensure that structures or parts thereof will not be loaded in such a manner that it may collapse, and
What procedures does the Contractor envisage to implement in order to obtain all relevant data on structures before commencement of construction work.

7.1.7 Watching, barricading and lighting

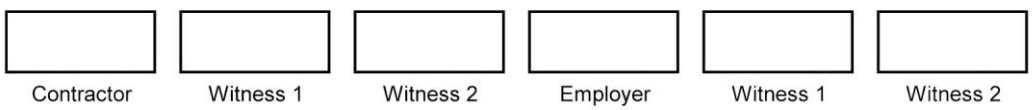
The Contractor will be required to adhere to regulations 11.3.(i) and 11.3.(l) of the Construction Regulations, 2003.

The Contractor must discuss the following in detail in his safety plan in respect of any excavation or other dangerous activity adjacent to public roads and thoroughfares:

Type of barrier or fencing to be used,
Type and spacing of warning lights and warning signs, and
Control systems and personnel he intends employing to ensure that the above items are maintained.

7.1.8 Hazardous Chemical Substances

The Contractor will be required to adhere to the Regulations for Hazardous Chemical Substances 1995 as amended in the handling and storage cement of and other hazardous chemical substances.



The Contractor must discuss the following in detail in his safety plan in respect of each hazardous chemical substance that will be used in the works:

Storage of substance
Handling of substance
Protective clothing and other devices to be used while handling the substance
Medical surveillance.

7.2 Site Clearance

The Contractor shall, without limiting his obligations, cover at least the following matters in his Health and Safety Plan under this category of work:

7.2.1 Demolition work

Contractors will be required to adhere to Construction Regulation 12: Demolition work, of the Construction Regulations, 2003.

The Contractor shall discuss the following in detail in his safety plan:

Briefly explain how he will safeguard people and property during and after demolition works
Briefly explain how he will protect staff from dangerous situations
Discuss the methods proposed to safeguard the public and property against harm during demolition works
Discuss what type of equipment he envisage to use during demolition work
How will the Contractor ensure the safety of equipment used during demolition work
What steps will the Contractor deem necessary to take where hazardous materials is encountered
Dust control measures
Noise control measures

7.3 Earthworks

The Contractor shall, without limiting his obligations, cover at least the following matters in his Health and Safety Plan under this category of work:

7.3.1 Excavation work

Contractors will be required to adhere to Construction Regulation 11: Excavation work, of the Construction Regulations, 2003.

The Contractor must discuss the following in detail in his safety plan:

How will the Contractor establish the stability of ground prior to excavations,
What steps will the Contractor follow to ensure that bolstering, shoring and bracing is sufficient to ensure the safety of the excavation, and
What steps will the Contractor follow to ensure the equipment used to safeguard an excavation is sufficient and safe.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

7.4 Concrete

The Contractor shall, without limiting his obligations, cover at least the following matters in his Health and Safety Plan under this category of work:

7.4.1 Formwork and support work

The Contractor shall with reference to Regulation 10: Formwork and support work, of the Construction Regulations, 2003, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

How the design of formwork and support work will be carried out,
How the erection of formwork and support work will be managed,
How the continuous assessment of the safety of formwork will be done,
How the loading of formwork and support work will be managed or limited, and
How he intends keeping records of the above.

7.5 Pipes

The Contractor shall comply with Section 9 of the General Safety Regulations, with regards to the welding, flame cutting, grinding, soldering or similar operations associated with pipework.

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

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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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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 asses 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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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 Date

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

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

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.

PART C4: SITE INFORMATION

C4 - SITE INFORMATION

Province: Mpumalanga
District: Nkangala
Town: Dullstroom
VENUE: PORTION 5 AND 10 OF THE FARM PALMIETFONTEIN 104 JT
PS Coordinates: 25°21'55.27"S 30° 7'23.69"E

Directions from Dullstroom to Palmietfontein Farm:

1. Start in Dullstroom and drive straight for 6 km on the R540 road heading towards Mashishing (Lydenburg).
2. Turn right at the sign or junction leading to Palmietfontein Farm – Cunningham.
3. Cross the railway line.
4. After crossing the railway, take the first right turn.
5. Palmietfontein Farm (Cunningham) will be on your left-hand side.
6. Continue driving straight for about 2 km.
7. You will arrive at your destination.

