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

# CONTRACT NO.: SSC WC14 (2026/2027) DLRRD

# APPOINTMENT OF CONTRACTOR FOR SUPPLY, DELIVERY AND CONSTRUCTION OF STOCK-PROOF FENCE AT THE BREDASDORP (5.4KM) AND NAPIER (4KM) MUNICIPAL COMMONAGES, CAPE AGULHAS MUNICIPALITY, OVERBERG DISTRICT MUNICIPALITY, WESTERN CAPE

## Closing Date: 15/12/2026

**Estimated for a Tender for Category 3SQ or higher CIDB Registered Contractors**

**Name of Tenderer** : _____

**Address** : _____

_____

**Tel. number** : _____

**Cell number** : _____

**E-mail address** : _____

**Receipt number** : _____

**TENDER DOCUMENT CHECKLIST**

**THE TENDERERS ARE REMINDED TO ENSURE THAT PRIOR TO SUBMITTING THE TENDER, THE FOLLOWING INFORMATION IS COMPLETED AND ATTACHED**

| Please indicate **YES** or **NO**<br>Part C1: Place a Tick in the appropriate column | **YES** | **NO** |
|---|---|---|
| **Indicate / Attach CRS printout from CIDB**<br>(in the case of JV, it is mandatory that the JV submits the signed JV agreement that includes the resolutions on the banking details of the JV and confirmation who the Lead Partner is and also the CRS numbers of all the partners in the JV must also be included).<br>(printouts must be submitted) | | |
| Authority of Signatory and Signed Letter of authority on Company Letterhead is attached | | |
| **CSD Supplier Number and Tax compliance PIN numbers in case of Bidder only / Consortia / JV:**<br>• Bidders must ensure compliance with their tax obligations.<br>• 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.<br>• 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.<br>• Bidders may also submit a printed TCS together with the bid.<br>• In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate proof of TCS / PIN / CSD number.<br>• Where no TCS is available, but the bidder is registered on the central supplier database (CSD), a CSD number must be provided. | | |
| **CSD Supplier Number and Tax compliance PIN numbers if Bidder is Sub-Contracting:**<br>Did bidder submit CSD Supplier Number and Tax compliance PIN numbers for the subcontracting companies?<br>***OR***<br>**A valid Tax Clearance Certificate** or Tax compliance PIN**: If Bidder is Sub-Contracting**<br>Did bidder submit valid tax clearance certificate or Tax compliance PIN for the subcontracting companies | | |
| Attendance of compulsory briefing meeting | | |
| The tenderer is registered on the National Treasury Central Supplier Database | | |

| | | |
|---|---|---|
| The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector | | |
| Did you tamper with the document | | |
| Used correction fluid | | |
| In the event of mistakes having been made on the Form of Offer and the BOQ, it must be crossed out in ink and be accompanied by an initial at each and every price alteration. | | |
| Is the form of offer fully completed and signed by the authorized signatory | | |
| Are all addenda issued completed and returned (if applicable) | | |
| Valid Letter of Good Standing from the Department of Labour (COIDA) attached | | |
| **Company Experience and CV's of KEY Personnel** | | |

# DOCUMENT LAYOUT

| DESCRIPTION | | | COLOUR |
|---|---|---|---|
| **PORTION 1: TENDER** | | | |
| **PART T1** | **TENDERING PROCEDURES** | | |
| | SECTION T1.1 | TENDER NOTICE AND INVITATION TO TENDER | WHITE |
| | SECTION T1.2 | TENDER DATA | PINK |
| **PART T2** | **RETURNABLE DOCUMENTS** | | |
| | SECTION T2.1 | LIST OF RETURNABLE DOCUMENTS | YELLOW |
| | SECTION T2.2 | RETURNABLE SCHEDULES | YELLOW |
| **PORTION 2: CONTRACT** | | | |
| **PART C1** | **AGREEMENTS AND CONTRACT DATA** | | |
| | SECTION C1.1 | FORM OF OFFER AND ACCEPTANCE | YELLOW |
| | SECTION C1.2 | CONTRACT DATA | YELLOW |
| | SECTION C1.3 | PERFORMANCE GUARANTEE | YELLOW |
| | SECTION C1.4 | AGREEMENT IN TERMS OF SECTION 37.2SECTION | WHITE |
| | SECTION C1.5 | TRANSFER OF RIGHTS | YELLOW |
| **PART C2** | **PRICING DATA** | | |
| | SECTION C2.1 | PRICING INSTRUCTIONS | YELLOW |
| | SECTION C2.2 | SCHEDULE OF QUANTITIES | YELLOW |
| **PART C3** | **SCOPE OF WORK** | | |
| | SECTION C3.1 | DESCRIPTION OF THE WORKS | BLUE |
| | SECTION C3.2 | ENGINEERING | BLUE |
| | SECTION C3.3 | PROCUREMENT | BLUE |
| | SECTION C3.4 | CONSTRUCTION | BLUE |
| | SECTION C3.5 | MANAGEMENT OF WORKS | BLUE |
| | SECTION C3.6 | HEALTH AND SAFETY | BLUE |
| | SECTION C3.7 | CONSTRUCTION SPECIFICATIONS | BLUE |
| **PART C4** | **SITE INFORMATION** | | |
| | SECTION C4.1 | SITE INFORMATION | GREEN |
| **PART C5** | **ANNEXURES** | | |
| | ANNEXURE A: DRAWINGS | | WHITE |

# THE TENDER

# PART T1 : TENDERING PROCEDURES

# PART T1: TENDERING PROCEDURES

**INDEX**


| Section | Description | Page No |
|---|---|---|
| **T1.1** | TENDER NOTICE AND INVITATION TO TENDER | **2** |
| **T1.2** | TENDER DATA | **7** |

# T1.1 TENDER NOTICE AND INVITATION TO TENDER

# T1.1 TENDER NOTICE AND INVITATION TO TENDER

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE
(**DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT)**

**BID NUMBER: DLRRD – SSC WC 14 (2026/2027) DLRRD**

**CLOSING DATE: 15/12/2026 CLOSING TIME: 11:00**

**APPOINTMENT OF CONTRACTOR FOR SUPPLY, DELIVERY AND CONSTRUCTION OF STOCK-PROOF FENCE AT THE BREDASDORP (5.4KM) AND NAPIER (4KM) MUNICIPAL COMMONAGES, CAPE AGULHAS MUNICIPALITY, OVERBERG DISTRICT MUNICIPALITY, WESTERN CAPE**

**The successful bidder will be required to fill in and sign a written Contract Form (SBD 7.2)**

**MANDATORY REQUIREMENTS**

**Only tenderers who meet the following requirements are eligible to submit tenders:**

- Are registered as 3SQ CIDB or Higher
- In possession of a valid Tax Clearance Certificate or Compliance Tax Status Pin or Central Supply Database number, where consortium / joint ventures / sub-contractors are involved, each party to the association must submit separate Tax Clearance requirements
- The tenderer is registered on the National Treasury Central Supplier Database; central supplier database (CSD) report must be attached, or CSD number must be provided on a space provided on SBD1
- Have attended the compulsory briefing session.
- Authority of Signatory and Signed Letter of authority on Company Letterhead is attached. In the case of a JV, all members must submit individual authority of signature approving the lead partner representative (person) as the authorised signatory.
- Indicate / Attach CRS printout from CIDB (in the case of JV, it is mandatory that the JV submits the signed JV agreement that includes the resolutions on the banking details of the JV and confirmation who the Lead Partner is and also the CRS numbers of all the partners in the JV must also be included). (printouts must be submitted)
- Correction 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.
- Form of offer must be fully completed and signed by the duly authorized person.
- In the event of mistakes having been made on the Form of Offer and the BOQ it must be crossed out in ink and be accompanied by an initial at each and every price alteration.
- Valid 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 fencing related projects. In the event of the Tenderer being a joint venture/consortium, the letter of good standing for fencing related projects of the individual members must also be provided.
- 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.

| EMPLOYER REPRESENTATIVE INITIALS | EMPLOYER WITNESS INITIALS |
|---|---|
| | |

| CONTRACTOR REPRESENTATIVE INITIALS | CONTRACTOR WITNESS INITIALS |
|---|---|
| | |

Tenderers will be evaluated on the basis of awarding points for Functionality, Price and Goals of the Department. Tenderers will be awarded points for Functionality, Price and Goals of the Department if they assessed as complaint in terms of the administration requirements and the functionality criteria as detailed in the document.

There will be no physical documents available for collection; all tender documents will be made available for download online.

**COMPULSORY TENDER CLARIFICATION MEETING** will be held in respect of this tender on Friday, 04 December 2026 at 11h00 at the Provincial Department of Agriculture's offices at 19D Golf Street, Bredasdorp with GPS Co-ordinates are 34° 31' 36.0" S, 20° 02' 35.2" E

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. 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 closing date and time for receipt of tenders is **Friday, 11/12/2026** at **11h00**.

Tenders must be enclosed in a sealed envelope bearing the name of the Tenderer as well as the applicable tender heading, reference number, closing time and due date and must be and must be posted or submitted in the tender box before the closing time and date as follows:

**DEPOSITED IN THE BID BOX SITUATED AT**:

Director Finance and Supply Chain management
Department of Land Reform and Rural Development
Ground Floor
Two Foreshore Place
2 Riebeek Street
CAPE TOWN

**Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**

The bid box is open 24 hours a day, 7 days a week.

# PART A

## SBD 1

### INVITATION TO BID

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*) | | | | | |
|---|---|---|---|---|---|
| BID NUMBER: | SSC WC 14 (2026/2027) DLRRD | CLOSING DATE: | **15/12/2026** | CLOSING TIME: | **11h00** |
| DESCRIPTION | **APPOINTMENT OF CONTRACTOR FOR SUPPLY, DELIVERY AND CONSTRUCTION OF STOCK-PROOF FENCE AT THE BREDASDORP (5.4KM) AND NAPIER (4KM) MUNICIPAL COMMONAGES, CAPE AGULHAS MUNICIPALITY, OVERBERG DISTRICT MUNICIPALITY, WESTERN CAPE** | | | | |

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

**Provincial Shared Service Centre: Department of Land Reform and Rural Development**
**Ground Floor**
**Two Foreshore Place**
**2 Riebeek Street**

**CAPE TOWN**

**8000**

| **BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO** | | **TECHNICAL ENQUIRIES MAY BE DIRECTED TO:** | |
|---|---|---|---|
| CONTACT PERSON | **Mpho Mudau** | CONTACT PERSON | **Mac Nodliwa** |
| TELEPHONE NUMBER | **021 409 0300** | TELEPHONE NUMBER | **021 409 0300** |
| FACSIMILE NUMBER | **N/A** | FACSIMILE NUMBER | **N/A** |
| E-MAIL ADDRESS | **Mpho.Mudau@dlrrd.gov.za** | E-MAIL ADDRESS | **Macntsikelelo.nodliwa@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 |
| *ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?* | ☐Yes ☐No [IF YES ENCLOSE PROOF] | *ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES 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 |

| EMPLOYER REPRESENTATIVE INITIALS | EMPLOYER WITNESS INITIALS |
|---|---|
| | |

| CONTRACTOR REPRESENTATIVE INITIALS | CONTRACTOR WITNESS INITIALS |
|---|---|
| | |

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

# PART B
**TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

**2. TAX COMPLIANCE REQUIREMENTS**

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

| EMPLOYER REPRESENTATIVE INITIALS | EMPLOYER WITNESS INITIALS |
|---|---|
| | |

| CONTRACTOR REPRESENTATIVE INITIALS | CONTRACTOR WITNESS INITIALS |
|---|---|
| | |

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

Department of Land Reform and Rural Development

Finance and Supply Chain Management

**Contact Person:**

Contact Person: Mpho Mudau
Cell: 021 409 0300
E-mail address: Mpho.Mudau@dlrrd.gov.za

**ANY ENQUIRIES TECHNICAL RELATED MAY BE DIRECTED TO:**

Department of Land Reform and Rural Development

Rural Infrastructure Development

**Contact Person:**

Contact Person: Mac Nodliwa
Cell: 021 409 0300
E-mail address: macntsikelelo.nodliwa@dlrrd.gov.za

| EMPLOYER REPRESENTATIVE INITIALS | EMPLOYER WITNESS INITIALS |
|---|---|
| | |

| CONTRACTOR REPRESENTATIVE INITIALS | CONTRACTOR WITNESS INITIALS |
|---|---|
| | |

# T1.2 TENDER DATA

The conditions of Tender are the Standard Conditions of Tender as contained in Annex C of Board Notice 423 of 2019 in Government Gazette No. 42622 of 8 August 2019 Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement as is available from the CIDB website (see www.cidb.co.za).

The Standard Conditions of Tender makes several references to the Tender Data for details that apply specifically to this Tender. The Tender Data shall have preference in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item below is cross-referenced to the relevant clause in the Standard Conditions of Tender to which it applies.

| **Clause Number** | **Tender/ Tender Data** |
|---|---|
| C.1.1 | The Employer is: The Department of Land Reform and Rural Development<br><br>The Employer's domicilium citandi et executandi (permanent physical business address) is:<br><br>Physical address:<br>Department of Land Reform and Rural Development<br>4th Floor, Two Foreshore Place<br>2 Riebeek Street<br>Cape Town<br>8000<br><br>Tel: 021 409 0300<br><br>E-mail: bonga.zuma@dlrrd.gov.za |
| C.1.2 | The tender documents issued by the employer comprise:<br>THE TENDER<br>Part T1 Tendering procedures<br>T1.1 Tender Notice and Invitation to Tender<br>T1.2 Tender Data<br>Part T2 Returnable documents<br>T2.1 List of returnable documents<br>T2.2 Returnable schedules<br>THE CONTRACT<br>Part C1 Agreements and Contract Data<br>C1.1 Form of Offer and Acceptance<br>C1.2 Contract Data<br>C1.3 Performance Guarantee<br>C1.4 Agreement in terms of Section 37(2) of the Occupational Health & Safety act (act no. 85 of 1993)<br>C1.5 Transfer of Rights<br>Part C2 Pricing Data |

| | | |
|---|---|---|
| | C2.1 | Pricing Instructions |
| | C2.2 | Bill of Quantities |
| | Part C3 | Scope of Work |
| | C3 | Scope of Work |
| | Part C4 | Site Information |
| | C4.1 | Site Information |
| | Part C5 | Annexures |

| | |
|---|---|
| C.2.1 | 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 tender for a 3SQ**,** class of construction work, are eligible to submit tenders.<br><br>Joint ventures are eligible to submit tenders provided that:<br><br>(1) every member of the joint venture is registered with the CIDB;<br>(2) the lead partner has a contractor grading designation in the CE 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.<br>(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 **3SQ** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations. |
| | Bidders have submitted the tender requirements as listed under the Mandatory criteria in below:<br><br>Only tenderers who meet the following requirements are eligible to submit tenders:<br><br>i) Are registered as 3SQ CIDB or Higher<br>ii) In possession of a valid Tax Clearance Certificate or Compliance Tax Status Pin or Central Supply Database number, where consortium / joint ventures / sub-contractors are involved, each party to the association must submit separate Tax Clearance requirements<br>iii) The tenderer is registered on the National Treasury Central Supplier Database; central supplier database (CSD) report must be attached, or CSD number must be provided on a space provided on SBD1<br>iv) Have attended the compulsory briefing session.<br>v) Authority of Signatory and Signed Letter of authority on Company Letterhead is attached. In the case of a JV, all members must submit individual authority of signature approving the lead partner representative (person) as the authorised signatory.<br>vi) Indicate / Attach CRS printout from CIDB (in the case of JV, it is mandatory that the JV submits the signed JV agreement that includes the resolutions on the banking details of the JV and confirmation who the Lead Partner is and also the CRS numbers of all the partners in the JV must also be included). (printouts must be submitted)<br>vii) Correction 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.<br>viii) Form of offer must be fully completed and signed by the duly authorized |

| | |
|---|---|
| | person.<br>ix) In the event of mistakes having been made on the Form of Offer and the BOQ it must be crossed out in ink and be accompanied by an initial at each and every price alteration.<br>x) Valid Letter of Good Standing from Department of Labour (COIDA)<br>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 civil/construction projects. In the event of the Tenderer being a joint venture/consortium, the letter of good standing for civil/construction related projects of the individual members must also be provided.<br>xi) 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. |
| C.2.6 | Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of Conditions of Tender clause C.3.8 |
| C.2.7 | The arrangements for a compulsory clarification meeting are as specified in the Tender Notice and Invitation to Tender.<br><br>The onus rests with the tenderer to ensure that the person attending the clarification meeting on his behalf is appropriately qualified to understand all directives and clarifications given at that meeting.<br><br>Tenderers shall sign the attendance list in the name of the tendering entity. Addenda will be issued to, and tenders will be received only from those tendering entities appearing on the attendance list. |
| C.2.8 | The employer shall respond to clarifications received up to 10 (ten) working days before the tender closing time. |
| C.2.9 | The employer does not provide insurance. The contractor is responsible for providing full insurance cover for the contract. |
| C.2.10 | Tenderers are requested to state the rates and currencies in Rand. |
| C.2.11 | Add the following to the clause:<br><br>"In the event of a mistake having been made on the price schedule, it shall be crossed out in non-erasable ink and be accompanied by an initial of each signatory to the Tender at each and every price alteration."<br><br>"If correction fluid has been used on any specific item price, such item will not be considered. Corrections in terms of price may not be made by means of correction fluid such as Tippex or similar product.<br><br>No correction fluid may be used in the Subcontract Bill of Quantities. If correction fluid has been used, the tenderer will be deemed non-responsive and not be considered.<br><br>The Employer's agent will reject and classify the tender non-responsive if corrections are not made in accordance with the above." |
| C.2.12 | No alternative offers will be accepted. |
| C.2.13.2 | Replace the contents of the clause with the following:<br><br>Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, by writing in BLACK INK. |

| | |
|---|---|
| | All volumes are to be left intact in its original format, and no pages shall be removed or re-arranged. |
| C.2.13.4 | Parts of each tender offer communicated on paper shall be submitted as an original, plus nil copies. |
| C2.13.5 | Add the following to the sub-clause:<br><br>Only authorised signatories may sign the original and all copies of the tender offer where required in terms of C2.13.4. |
| C.2.13.6 | The two-envelope procedure will not be followed. |
| C.2.13.7 | Place and seal the printed and completed tender document in an envelope clearly marked "TENDER" and bearing the Employer's name, the contract number and description, the tenderer's authorised representative's name, the tenderer's postal address and contact telephone numbers. |
| C2.13.9 | Electronic, telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. |
| C.2.15.1 | The employer's address for the delivery of tender offers and identification details to be shown on each tender offer package are:<br><br>Location of tender box: Director: Finance and Supply Chain Management<br>Department of Land Reform and Rural Development<br>Physical address: Ground Floor<br>Two Foreshore Place<br>Cape Town<br>8000<br><br>Identification details: Place the signed original tender offer in a package marked<br><br>**APPOINTMENT OF CONTRACTOR FOR SUPPLY, DELIVERY AND CONSTRUCTION OF STOCK-PROOF FENCE AT THE BREDASDORP (5.4KM) AND NAPIER (4KM) MUNICIPAL COMMONAGES, CAPE AGULHAS MUNICIPALITY, OVERBERG DISTRICT MUNICIPALITY, WESTERN CAPE**<br><br>The bid box is open 24 hours a day, 7 days a week<br><br>Tenders must be submitted in the tender box situated in Cape Town. Only tenders submitted to this tender box will be opened/considered.<br><br>It is the Tenderer's responsibility to make sure it is delivered into the tender box before closing. |
| C.2.16.1 | The tender offer validity period is 90 days.<br><br>Add the following to the clause:<br><br>If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day. |
| C2.16.3 | Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer:<br><br>(1) withdraws his tender;<br>(2) gives notice of his inability to execute the contract in terms of his tender; or<br>(3) fails to comply with a request made in terms of C.2.17, C.2.18 or C.3.9, |

| | |
|---|---|
| | Withdrawal is accepted and tenderers shall sign a letter to acknowledge withdrawal of bid. |
| C.2.18 | Any additional information requested under this clause must be provided within 7 working days of the date of request. |
| C.2.22 | The tenderer is required to return all tender documents with the Tender Offer, prior to the closing time for the submission of Tender Offers. |
| C.2.23 | The tenderer is required to submit the following with his tender:<br><br>**CSD Supplier Number and Tax compliance PIN numbers in case of Bidder only / Consortia / JV:**<br><br>(1) Bidders must ensure compliance with their tax obligations.<br>(2) 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.<br>(3) 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.<br>(4) Bidders may also submit a printed TCS together with the bid.<br>(5) In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate proof of TCS / PIN / CSD number.<br>(6) Where no TCS is available, but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.<br>(7) Proof of Contractor Registration drawn from the Construction Industry Development Board website should be attached to Returnable Schedule Form T2.2.24;<br>(8) Evidence of registration and proof of good standing with a compensation insurer who is approved by the Department of Labour in terms of Section 80 of the Compensation for Occupational Injuries and Diseases Act (Act No 130 of 1993) (COIDA). The Tenderer is required to disclose all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the Tenderer at a time during the 36 months preceding the date of this Tender (Refer Returnable Schedule Form T2.2.26);<br>(9) Proof of Registration in respect of each partner, where a tenderer satisfied the CIDB contractor grading designation requirements through the formation of a joint venture; |
| C.3.1.1 | The Employer shall respond to clarifications received up to 10 (ten) working days before the tender closing time. |
| C3.2 | The Employer shall issue addenda until 10 (ten) working days before the tender closing time.<br><br>Add the following to the clause:<br><br>Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post. |
| C.3.4.1 | The time and location for the opening of tender offers are:<br>Time: **11:00 hrs on Monday, 15/12/2026** |
| C.3.4.2 | Location: Director Finance and Supply Chain Management<br>Department of Land Reform and Rural Development<br><br>4th Floor, Two Foreshore Place<br>2 Riebeek Street |

| | |
|---|---|
| | Cape Town<br>8000 |
| C.3.5.1 | A two-envelope procedure will not be followed. |
| C.3.7 | In the event of disqualification, the employer may, at his sole discretion, impose a specified period during which tender offers will not be accepted from the offending tenderer and report same to the CIDB and National Treasury. |
| C.3.8.1 | a) as listed under the Mandatory criteria below:<br><br>Only tenderers who meet the following requirements are eligible to submit tenders:<br><br>• Are registered as **3SQ** CIDB or Higher<br>• In possession of a valid Tax Clearance Certificate or Compliance Tax Status Pin or Central Supply Database number, where consortium / joint ventures / sub-contractors are involved, each party to the association must submit separate Tax Clearance requirements<br>• The tenderer is registered on the National Treasury Central Supplier Database; central supplier database (CSD) report must be attached, or CSD number must be provided on a space provided on SBD1<br>• Have attended the compulsory briefing session.<br>• Authority of Signatory and Signed Letter of authority on Company Letterhead is attached. In the case of a JV, all members must submit individual authority of signature approving the lead partner representative (person) as the authorised signatory.<br>• Indicate / Attach CRS printout from CIDB (in the case of JV, it is mandatory that the JV submits the signed JV agreement that includes the resolutions on the banking details of the JV and confirmation who the Lead Partner is and also the CRS numbers of all the partners in the JV must also be included). (printouts must be submitted)<br>• Correction 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.<br>• Form of offer must be fully completed and signed by the duly authorized person.<br>• In the event of mistakes having been made on the Form of Offer and the BOQ it must be crossed out in ink and be accompanied by an initial at each and every price alteration.<br>• Valid Letter of Good Standing from Department of Labour (COIDA)<br>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 civil/construction projects. In the event of the Tenderer being a joint venture/consortium, the letter of good standing for civil/construction projects of the individual members must also be provided.<br>• 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. |
| C.3.9<br><br>C.3.9.1<br><br><br><br>C.3.9.2 | Arithmetical errors, omissions and discrepancies<br><br>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.<br><br>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:<br><br>(1) the gross misplacement of the decimal point in any unit rate; |

| | |
|---|---|
| | (2) omissions made in completing the pricing schedule or bills of quantities; or<br>(3) arithmetic errors in:<br><br>(a) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or |
| C.3.9.3 | Notify the tenderer of all errors, omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total prices. |
| C.3.9.4 | Where the tenderer elects to confirm the tender offer as tendered, corrected the errors as follows:<br><br>(1) 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 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.<br><br>(2) 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 be corrected and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total prices. |
| C.3.11.2 | The procedure for the evaluation of responsive tenders is stated in **Evaluation Process and Criteria** |
| C.3.11.3 | Risk Analysis<br><br>Add the following new sub-clause<br><br>Notwithstanding compliance with regard to CIDB registration or any other requirements of the tender, the employer will perform a risk analysis in respect of the following:<br><br>a) reasonableness of the financial offer;<br>b) reasonableness of unit rates and prices;<br><br>No tenderer will be recommended for award unless the tenderer has demonstrated that he/she has the resources and skills required to complete the project successfully. |
| C.3.12 | Replace the contents of the clause with the following:<br><br>Full insurances to be provided by the Contractor. The contractor must provide the Employer with the insurance policy information and certificates of insurance prior to the commencement of the contract. |
| C.3.13 | In addition to the requirements of the Condition of Tender, offers will only be accepted if:<br><br>g) The tenderer is registered with the Construction Industry Development Board with an appropriate contractor grading designation;<br>h) The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;<br>i) The tenderer has not abused the Employer's supply chain management system;<br>j) The tenderer has not failed to perform on any previous contract and has not been given a written notice to this effect;<br>k) The tenderer is registered on the National Treasury Central Supplier Database;<br>l) To attend a compulsory briefing session and site inspection. Signing the briefing and site inspection attendance register is mandatory; |

| | |
|---|---|
| C.3.17 | The number of paper copies of the signed contract to be provided by the Employer is 1. |
| C.3.18 | All requests shall be in writing. |

| **ADDITIONAL CONDITIONS OF TENDER CLAUSES:** | |
|---|---|
| C.3.19 | **Jurisdiction**<br><br>Unless stated otherwise in the tender data, each tenderer and the Employer undertake to accept the jurisdiction of the law courts of the Republic of South Africa. |

## EVALUATION CRITERIA

The criteria that the Employer shall use to evaluate tenders in accordance with clause C.3.11 of the Standard conditions of tender, no other factors, methods or criteria shall be used. The tenderer shall provide all the information requested in the forms included in Part T2.2 – Returnable schedules. **The documents must be attached, and failure to do this may result in disqualification.**

Tenders shall be evaluated in three stages as follows

- Stage 1 – Evaluation of Mandatory Requirements
- Stage 2 – Evaluation of Functionality
- Stage 3 – Price and Specific Goals of the Department

**Stage 1: Evaluation of Mandatory Requirements**

All tenders duly lodged will be examined to determine compliance with tender requirements and conditions. Tenders with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.

**Mandatory Criteria (Eligibility Clause C.2.1)**

The following mandatory criteria have been identified for this tender, and any non-compliance thereto will lead to the tenderer being regarded as non-responsive and failure to submit/attach proof of the following requirements with the proposal will disqualify the bidder's proposal from further evaluation:

- Are registered as 3SQ CIDB or Higher
- In possession of a valid Tax Clearance Certificate or Compliance Tax Status Pin or Central Supply Database number, where consortium / joint ventures / sub-contractors are involved, each party to the association must submit separate Tax Clearance requirements
- The tenderer is registered on the National Treasury Central Supplier Database; central supplier database (CSD) report must be attached, or CSD number must be provided on a space provided on SBD1
- Have attended the compulsory briefing session.
- Authority of Signatory and Signed Letter of authority on Company Letterhead is attached. In the case of a JV, all members must submit individual authority of signature approving the lead partner representative (person) as the authorised signatory.
- Indicate / Attach CRS printout from CIDB (in the case of JV, it is mandatory that the JV submits the signed JV agreement that includes the resolutions on the banking details of the JV and confirmation who the Lead Partner is and also the CRS numbers of all the partners in the JV must also be included). (printouts must be submitted)
- Correction 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.
- Form of offer must be fully completed and signed by the duly authorized person.
    - In the event of mistakes having been made on the Form of Offer and the BOQ it must be crossed out in ink and be accompanied by an initial at each and every price alteration.
- <u>Valid Letter of Good Standing from Department of Labour (COIDA)</u>

  The Tenderer is registered and in good standing with respect to Compensation for Occupational Injuries and Diseases Act (COIDA) with Department of Labour or with a licensed compensation insurer. The Tenderer must submit the letter of good standing for <u>civil/construction</u> related projects. In the event of the Tenderer being a joint venture/consortium, the letter of good standing for <u>civil/construction</u> related projects of the individual members must also be provided.
- 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

| EMPLOYER REPRESENTATIVE INITIALS | EMPLOYER WITNESS INITIALS |
|---|---|
| | |

| CONTRACTOR REPRESENTATIVE INITIALS | CONTRACTOR WITNESS INITIALS |
|---|---|
| | |

## C.20 STAGE 2 - EVALUATION CRITERIA

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations 2022 as applicable to provincial government business enterprises as listed under schedule 3(D) of the Public Finance Management Act and the DLRRD Procurement Policy as amended from time to time.

The financial offer will be scored in terms of formula 2, option 1 of the Standard Conditions of Tender (Section T1.3 of the document). Each of the evaluation criteria will be assessed in terms of five indicators being:
0 = Very Poor, 1 = Poor, 2 = Average, 3 = Good, 4 = Very good and 5 = Excellent.

NB: Points scored for Quality (functionality) will not have an influence on the total tender evaluation points. Method 2 (i.e. financial offer and Specific Goals) will be used to calculate the total tender evaluation points.
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:

| **Criterion** | **Weight** | **Value** | **Comment / Remarks** |
|---|---|---|---|
| Relevant experience: agricultural fencing projects completed in the last ten (10) years with contactable references (Section T2.2.10) | **30** | | |
| **Tenderer's experience of Key staff** | | | |
| Construction Manager / Site Agent (Section T2.2.27) | **30** | | |
| Foreman/ Supervisor (section T2.2.27) | **20** | | |
| Safety Officer (section T2.2.27) | **20** | | |
| **Total** | **100** | | |

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 **70** out of **100** points for functionality will not be considered further.

***NB: Where no Appointment letters and Completion Certificates are submitted and where references are not contactable, no points will be awarded***

## EVALUATION SCHEDULE

| No. | Functionality Criteria – Tender Rating Matrix | | A<br>**Tenderer rating (score 0-5)** | B<br>**Weighting** | C<br>**Tenders Score (%) = (A x B)/5** |
|---|---|---|---|---|---|
| **1** | **Company work experience as per T2.2.10** | Submitted 5 appointment letters and completion certificates of fencing Projects completed within the last 10 years with contactable reference. | 5 | **30** | |
| | | Submitted at least 4 appointment letters and completion certificates of fencing Projects completed within the last 10 years with contactable reference. | 4 | | |
| | | Submitted at least 3 appointment letters and completion certificates of fencing Projects completed within the last 10 years with contactable reference. | 3 | | |
| | | Submitted at least 2 appointment letters and completion certificates of fencing Projects completed within the last 10 years with contactable reference. | 2 | | |
| | | Submitted at least 1 appointment letter and completion certificate of fencing Projects completed within the last 10 years with contactable reference. | 1 | | |
| | | No submission of appointment letter and completion certification. | 0 | | |
| **2** | **No Year Experience of Construction Manager/Site Agent as per Form T2.2.27** | **Construction Manager/SITE AGENT** | | **30** | |
| | | 10 Years or more of experience as a Site Agent in managing agricultural fencing projects with formal NDip / TVET N6 or higher in construction studies. | 5 | | |
| | | 9 Years of experience as a Site Agent in managing agricultural fencing projects with formal NDip / TVET N6 or higher in construction studies. | 4 | | |
| | | 8 Years of experience as a Site Agent in managing construction projects with formal NDip / TVET N6 or higher in construction studies. | 3 | | |
| | | 7 Years of experience as a Site Agent in managing construction projects with formal NDip / TVET N6 or higher in construction studies. | 2 | | |
| | | 6 to 1 year experience as a Site Agent in managing construction projects with formal NDip / TVET N6 or higher in construction studies. | 1 | | |
| | | No experience, no qualifications. | 0 | | |

| | | | | | |
|---|---|---|---|---|---|
| **3** | **No Year Experience of Foreman/ Supervisor As per T2.2.27** | **FOREMAN OR SUPERVISOR** | | **20** | |
| | | 10 Years or more of experience as a Foreman in agricultural fencing projects with formal NDip / TVET N6 or higher in construction studies. | 5 | | |
| | | 9 Years of experience as a Foreman in agricultural fencing projects with formal NDip / TVET N6 or higher in construction studies. | 4 | | |
| | | 8 Years of experience as a Foreman in construction projects with formal NDip / TVET N6 or higher in construction studies. | 3 | | |
| | | 7 Years of experience as a Foreman in construction projects with formal NDip / TVET N6 or higher in construction studies. | 2 | | |
| | | 6 to 1 Years of experience as a Foreman construction projects with formal NDip / TVET N6 or higher in construction studies. | 1 | | |
| | | No experience, no qualification. | 0 | | |
| **4** | **No Year Experience of Safey Officer As per Form T2.2.27** | **SAFETY OFFICER** | | **20** | |
| | | 5 Years of Experience or more as a Health and Safety Officer in construction: **(OHSA Certificate).** | 5 | | |
| | | 4 Years of Experience as a Health and Safety Officer in construction: **(OHSA Certificate).** | 4 | | |
| | | 3 Years of Experience as a Health and Safety Officer in construction: **(OHSA Certificate).** | 3 | | |
| | | 2 Years of Experience as a Health and Safety Officer in construction: **(OHSA Certificate).** | 2 | | |
| | | 1 Year of Experience as a Health and Safety Officer in construction: **(OHSA Certificate).** | 1 | | |
| | | No experience, no qualification. | 0 | | |
| | **TOTAL POINTS** | | | **100 %** | |

A project is defined as a project where the bidder must show their experience in constructing and completing projects comprising of similar fencing projects.

For a project to be evaluated and/or counted, an Appointment letter and a project Completion certificate signed by a relevant official (client representative), project engineer, and contractor must be submitted and dated. The completion certificate must indicate the project name, client signature, and scope of work. The project reference shall be contactable. **Where the reference cannot be obtained either telephonically and/or through email correspondence, no points will be awarded for that project.**

**NB: Points scored above 70 out of 100 for Quality (functionality) will not influence the total tender evaluation points. Method 2 (i.e. financial offer) will be used to calculate the total tender.**

| EMPLOYER REPRESENTATIVE INITIALS | EMPLOYER WITNESS INITIALS |
|---|---|
| | |

| CONTRACTOR REPRESENTATIVE INITIALS | CONTRACTOR WITNESS INITIALS |
|---|---|
| | |

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

**BID PROCESS (EQUAL OR BELOW R 50 MILLION)**

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

## 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, calculatedat 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 originationof income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third partythat 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**

| EMPLOYER REPRESENTATIVE INITIALS | EMPLOYER WITNESS INITIALS |
|---|---|
| | |

| CONTRACTOR REPRESENTATIVE INITIALS | CONTRACTOR WITNESS INITIALS |
|---|---|
| | |

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 noteof 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):

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

2.10.2 Who is female:

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

2.10.3 Who has a disability:

| EMPLOYER REPRESENTATIVE INITIALS | EMPLOYER WITNESS INITIALS |
|---|---|
| | |

| CONTRACTOR REPRESENTATIVE INITIALS | CONTRACTOR WITNESS INITIALS |
|---|---|
| | |

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

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

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

2.10.5 Specific goal: **Locality** – Promotion of enterprises located in Western Cape Province.

- A **valid** municipal services account (water, sanitation, rates and electricity) in the name of the bidder/s or active director/s **or**
- A valid lease agreement from the lessor or
- 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 systemis applicable, corresponding points must also be indicated as such.***

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

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

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

(I) A maximum of 8 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:

- **Percentage ownership equity** 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:

- **Percentage ownership equity** x 3 ÷ 100 = number of points claimed.

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

## 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 todetermine the applicable preference point system,

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

4.3 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their members, be entitled to claim points in respect of specific contract participation goals.

4.4 A tenderer will not be awarded points for HDI if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contractto 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 valueof the contract to a tenderer who is not a HDI or does not qualify for the same numberor 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 authorized 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 Conditionsas indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shownin paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

| |
|---|
| ……<br>**SIGNATURE(S) OF TENDERER(S)**<br><br>**SURNAME AND NAME**: ……<br><br>**DATE:** ……<br><br>**ADDRESS**: ……<br>…… |

# STANDARD CONDITIONS OF TENDER

## ANNEXURE: C

## Standard Conditions of Tender

### C.1 General

### 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.

### 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 fulfil 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;

**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.

**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.

**C.1.6 Procurement procedures**

**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.

**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.

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

**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.

**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**

**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.

**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.

**C.2.3 Check documents**

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

**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.

**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.

**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.

**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.

**C.2.8 Seek clarification**

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

**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.

**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.

**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.

**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.

**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.

**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.

**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.

**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”.

**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.*

**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.

**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.

**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.2.21 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.

**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.

**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**

**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 10 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.

**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 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.

**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.3.4 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 Specific Goals 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.

**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 Specific Goals. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

**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.

**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.

**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.

### 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.

### 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.

### 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 | Cost effective |

**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

**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.

**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.

**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.

**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.

### 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.

### 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.

### 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.

### 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

**INDEX**


| Section | Description | Page No |
|---|---|---|
| T2.1 | LIST OF RETURNABLE DOCUMENTS | 38 |
| T2.2 | LIST OF RETURNABLE SCHEDULES | 40 |

# T2.1 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. (MANDATORY REQUIREMENTS)**

| **Document** |
|---|
| Tenderers shall provide their CRS Number of registered Contractor as well as JV Partner*. CRS Number of Tenderers or JV Partners must be filled in below:<br><br>**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:**<br><br>**<u>Tenderer/Leading JV Partner</u>**<br><br>CRS Number: _____<br><br>Name of Company: _____<br><br>**<u>JV Partner</u>**<br><br>CRS Number: _____<br><br>Name of Company: _____<br><br>**<u>JV Partner</u>**<br><br>CRS Number: _____<br><br>Name of Company: _____<br><br>All contractors, even tendering in JV, must be registered with CIDB. The lead Partner must have Category **3SQ** or **higher** Contractor |
| ***NB:** Recent printout from CIDB website indicating the CRS number will also be accepted. |
| Attendance of the Compulsory Tender Clarification meeting as stipulated. |
| Form of offer must be completed and signed by duly authorized 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."**<br>Corrections in terms of price must not be made by means of a correction fluid such as Tipp-Ex or similar product.<br>In the event of mistakes having been made on the **Form of Offer and the BOQ** it must be crossed out in ink and be accompanied by an initial at each and every price alteration. |
| Letter of authorization to sign the Form of Offer and where required in tender document (See Form T2.2.4). |
| Bidders must ensure compliance with their tax obligations.<br><br>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.<br><br>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.<br><br>Bidders may also submit a printed TCS together with the bid.<br><br>In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate proof of TCS / PIN / CSD number.<br><br>Where no TCS is available, but the bidder is registered on the central supplier database (CSD), a CSD number must be provided. |

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

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

# T2.2 RETURNABLE SCHEDULES


**FORM T2.2.1**: SCHEDULE OF PROPOSED SUBCONTRACTORS 40

**FORM T2.2.3**: RECORD OF ADDENDA TO TENDER DOCUMENTS 41

**FORM T2.2.4:** AUTHORITY OF SIGNATORY 43

**FORM T2.2.5:** STATUS OF CONCERN SUBMITTING TENDER 44

**FORM T2.2.6:** DECLARATION OF INTEREST (SBD 4) 45-47

**FORM T2.2.9:** SCHEDULE OF PLANT AND EQUIPMENT 48

**FORM T2.2.10:** SCHEDULE OF WORK CARRIED OUT BY THE TENDERER 48

**FORM T2.2.11**: METHOD STATEMENTS 49

**FORM T2.2.12**: CERTIFICATE OF TENDERER'S VISIT TO THE SITE 51

**FORM T2.2.13**: QUALITY MANAGEMENT SYSTEMS 52

**FORM T2.2.14**: FORM CONCERNING FULLFILMENT OF THE CONSTR REG., 2014 53-54

**FORM T2.2.15**: TAX COMPLIANCE PIN/Tax Clearance Certificate 55

**FORM T2.2.16**: PRELIMINARY PROGRAMME 55

**FORM T2.2.17**: ESTIMATED MONTHLY EXPENDITURE 57

**FORM T2.2.18**: ALTERATIONS BY TENDERER 57

**FORM T2.2.19**: SUPPLIER MAINTENANCE FORM 59-60

**FORM T2.2.20**: DECLARATION CERTIFICATE FOR LOCAL LABOUR PARTICIPATION 61-62

**FORM T2.2.22**: COMPULSORY_ENTERPRISE_QUESTIONNAIRE 63

**FORM T2.2.24**: CIDB REGISTRATION 64

**FORM T2.2.26**: LETTER OF GOOD STANDING 65

**FORM T2.2.27**: PROPOSED KEY PERSONNEL 66

**FORM T2.2.28**: FINANCIAL REFERENCES 67

**FORM T2.2.29:** DETAILS OF ALTERNATIVE TENDERS SUBMITTED 68

## FORM T2.2.1: SCHEDULE OF PROPOSED SUBCONTRACTORS

The tenderer shall, in accordance with the provisions of Conditions of Tender, list below the subcontractors he proposes to employ for part(s) of the work.

The naming of any proposed subcontractor hereunder shall not be deemed to constitute a qualification of the Tender, and acceptance of a tender shall not be construed as approval of any or all of the listed subcontractors, neither shall it in any way limit or detract from the powers of the Employer's Agent and the obligations of the Contractor pertaining to subcontracting as stated in the Contract, nor shall it prevent the tenderer from deviating in any way during the Contract from the list of proposed subcontractors hereunder if the Tender is accepted.

If any or all of the subcontractors listed hereunder are not approved subsequent to acceptance of the Tender, it shall in no way invalidate the Tender or the Contract, and the tendered unit rates for the respective items of work shall remain final and binding even if a subcontractor not listed below is approved by the Employer.

**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.**

**Alternatively, where a subcontractor is not yet registered on the National Treasury CSD, submission of a Valid Tax Clearance Certificate together with the bid is compulsory.**

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. | | | |

## FORM T2.2.3: 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: .....

## FORM T2.2.4: AUTHORITY OF SIGNATORY

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.

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

# MABEL HOUSE (Pty) Ltd

By resolution of the Board of Directors taken on *20 May 2000, MR A.F JONES*

has been duly authorised to sign all documents in connection with Contract no CON 0005, and any contract which may arise therefrom, on behalf of *Mabel House (Pty) Ltd.*

SIGNED ON BEHALF OF THE COMPANY: (Signature of Managing Director)

IN HIS CAPACITY AS: Managing Director

DATE: 20 May 2000

SIGNATURE OF SIGNATORY: (Signature of *A.F Jones)*

As witnesses:

1. .....

2. .....

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

Date: .....

Example

## FORM T2.2.5: 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: .....

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

# BIDDER'S DISCLOSURE

## 1. PURPOSE OF THE FORM

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

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

## 2. Bidder's declaration

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

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

| **Full Name** | **Identity Number** | **Name of State institution** |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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

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

2.2.1 If so, furnish particulars:

……
……

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES** / **NO**

2.3.1 If so, furnish particulars:

……
……

## 3 DECLARATION

I, …… 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

[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.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature : …… Date : ……..

Position : …… Name of bidder: ……

## FORM T2.2.9: SCHEDULE OF PLANT AND EQUIPMENT

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

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

| No | Description, size, capacity, etc. |
|---|---|
| 1 | |
| 1 | |
| 1 | |
| 2 | |
| | |

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 or a letter of intent from a hiring company must be attached with proof of ownership from hiring company.**

| No | Description, size, capacity, etc. |
|---|---|
| 1 | |
| 1 | |
| 1 | |
| 2 | |
| | |

Attach additional pages if more space is required.

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

Date: .....

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

The tenderer shall list in the spaces provided below projects the tenderer has previously undertaken in the following categories; Fencing projects. The tenderer must also include the nature and size of the successfully completed projects by the company.

This information shall be deemed to be material to the award of this tender. (See Evaluation Process and Criteria for points allocation)

**THE BIDDER MUST ATTACH APPOINTMENT LETTERS AND COMPLETION CERTIFICATES. REFERENCES PROVIDED MUST BE CONTACTABLE.**
**FAILURE TO DO SO WILL RESULT IN NO POINTS BEING AWARDED TO A BIDDER.**

| Employer (Name, Tel No, Fax No) | Consulting Engineer (Name, Tel No, Fax No) | Project Description and Nature Of Work | Value Of Work | Commencement Date and Initial Contract Duration | Year Completed |
|---|---|---|---|---|---|
| **Completed** | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

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

Date: .....

## FORM T2.2.11: METHOD STATEMENTS

Insert the construction method statement to be followed by the tenderer's organisation for the following items in the schedules:

- Site Establishment
- Site Preparation and clearing of 2m wide on fencing line
- Sourcing of Construction Materials and Plant
- Establishment of Site Office
- Fencing
- As Built
- Closure
- Compliance with the Health and Safety Requirements

## FORM T2.2.12: CERTIFICATE OF TENDERER'S VISIT TO THE SITE

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

representative of (Tenderer) .....

of (address) .....

.....

.....

Telephone number: .....

Fax number: .....

in the company of (Employer's Agent representative) .....

visited and examined the site on (date) .....

I further certify that I have made myself familiar with all local conditions likely to influence the work and the cost thereof, that I am satisfied with the description of the work and the explanations given by the said Engineer's Representative and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

**TENDERER'S REPRESENTATIVE**: (Signature) .....

(Name) .....

**EMPLOYER'S AGENT'S REPRESENTATIVE**: (Signature) .....

(Name) .....

## FORM T2.2.13: 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)** |
|---|---|---|---|
| Fencing Projects | | | |
| Sub-Contract Management | | | |

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

Date: .....

## FORM T2.2.14: FORM CONCERNING FULFILLMENT OF THE CONSTRUCTION REGULATIONS, 2014

In terms of Regulation 5(1)(h) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), the Employer shall not appoint a Contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her Tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

1 I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations. (Tick)

| | |
|---|---|
| **YES** | |
| **NO** | |

2 Proposed approach to achieve compliance with the Regulations (Tick)

| | |
|---|---|
| Own resources, competent in terms of the Regulations (refer to 3 below) | |
| Own resources, still to be hired and/or trained (until competency is achieved) | |
| Specialist subcontract resources (competent) - specify: | |

3 Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

.....

.....

.....

.....

.....

.....

4 Provide details of proposed training (if any) that will be undergone:

.....

.....

.....

.....

.....

.....

5 Potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

.....

.....

.....

6 I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Bill of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period. (Tick)

| | |
|---|---|
| **YES** | |
| **NO** | |

7 The tenderer shall attach to this Form evidence that he is registered and in good standing with a compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act, 1993 (Act No 130 of 1993) (COID).

The tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the Tenderer at any time during the 36 months preceding the date of this Tender.

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

1 ..... ID NO: .....

2 ..... ID NO: .....

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

Date: .....

**FORM T2.2.15: TAX COMPLIANCE PIN – (SBD 2)**

# TAX CLEARANCE CERTIFICATE REQUIREMENTS

**It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.**

1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

## FORM T2.2.16: PRELIMINARY PROGRAMME

The Tenderer shall attach a preliminary programme and in the form of a bar chart (Gantt chart) or similar acceptable time/activity 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.

## FORM T2.2.17: 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 >>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>> | | | | | | |

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

.....

.....

.....

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

Date: .....

## FORM T2.2.18: ALTERATIONS BY TENDERER

The tenderer should record any proposed deviations or qualifications he may wish to make to the Tender Documents in this Returnable Schedule. Alternatively, a tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule.

The tenderer's attention is drawn to clause C3.8.2 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

If no deviations or modifications are desired, the schedule hereunder is to be marked NIL and signed by the tenderer.

| PAGE | DESCRIPTION |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

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

Date: .....

## FORM T2.2.19: SUPPLIER MAINTENANCE FORM

BAS ☐ PMIS ☐ LOGIS ☐ WCS ☐ CONTRACTOR
☐ CONSULTANT

**OFFICE: ……**

**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 validate as per required bank screens.
I/We understand that bank details provided should be exactly as per the records held by the bank.
I/We understand that the Department will not assume responsibility for any delayed payments, as a result of incorrect information supplied.

**Company / Personal Details**

| | |
|---|---|
| Registered Name | |
| Trading Name | |
| Tax Number | |
| VAT Number | |
| Title: | |
| Initials: | |
| First Name: | |
| Surname: | |

**Address Detail**

| | |
|---|---|
| Payment Address ( Compulsory if Supplier ) | |
| Postal Code | |

**New Detail**

☐ New Supplier information ☐ Update Supplier information

Supplier Type:
☐ Individual ☐ Department ☐ Partnership
☐ Company ☐ Trust
☐ CC ☐ Other ( Specify )

Department Number ☐☐

| EMPLOYER REPRESENTATIVE INITIALS | EMPLOYER WITNESS INITIALS |
|---|---|
| | |

| CONTRACTOR REPRESENTATIVE INITIALS | CONTRACTOR WITNESS INITIALS |
|---|---|
| | |

## Supplier Account Details

(Please note that this account MUST be in the name of the supplier. No 3rd party payments allowed).

Account Name

Account Number

Branch Name

Branch Number

Account Type

- Cheque Account
- Savings Account
- Transmission Account
- Bond Account
- Other (Please Specify)

ID Number

Passport Number

Company Registration Number / /

*CC Registration

***Please include CC/CK where applicable**

Practise Number

**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 this details have been verified against the following screens

**ABSA**-CIF screen

**FNB**-Hogans system on the CIS4

**STD** Bank-Look-up-screen

**Nedbank**- Banking Platform under the Client Details Tab

## Contact Details

| | Area Code | Telephone Number | Extension |
|---|---|---|---|
| Business | | | |
| Home | | | |
| Fax | | | |
| Cell | | | |

| | Area Code | Telephone Number | Extension |
|---|---|---|---|
| Home | | | |

| | Area Code | Telephone Number |
|---|---|---|
| Fax | | |

| | Area Code | Fax Number |
|---|---|---|
| Cell | | |

| | Cell Code | Cell Number |
|---|---|---|
| Email Address | | |
| Contact Person: | | |

| | |
|---|---|
| Supplier Signature | Regional Office Sender |
| Print Name | Print Name |
| | Rank |
| / / | / / |
| **Date** (dd/mm/yyyy) | **Date** (dd/mm/yyyy) |

***PLEASE RETURN TO THE RELEVANT REGIONAL OFFICE THAT SUPPLIED THE FORM OR***

**THE FOLLOWING ADDRESS:**

**NB: All relevant fields must be completed**

| EMPLOYER REPRESENTATIVE INITIALS | EMPLOYER WITNESS INITIALS |
|---|---|
| | |

| CONTRACTOR REPRESENTATIVE INITIALS | CONTRACTOR WITNESS INITIALS |
|---|---|
| | |

## FORM T2.2.20: 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 the areas within the proximity of the site in the Cape Agulhas Local Municipality, Western Cape Province.

#### 1.4 Labour Maximisation

General/unskilled labour will be sourced locally.

### 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 10845-8 as varied in section 3 hereunder;
2) accept the sanctions set out in Section 5 below, should such conditions be breached;
3) complete the Targeted Labour (CPG) calculation form contained in Section 6 below; and
4) complete the Supporting Contract Participation Goal Calculation contained in Section 7 below.

### 3. Variation to the targeted construction procurement specification SANS 10845-8

**4.** The variations to are set out below. Should any requirements of the variations conflict with requirements of ISO 10845-8, 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 G of SANS 10845-8.

### 5. 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:

$$P = 0{,}15 \times \frac{(D - D_o) \times C_A}{(100)}$$

Where $D$ = tendered Contract Participation Goal percentage.

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

$C_A$ = Contract Amount

$P$ = Monetary value of penalty payable

[c] *Based on 10 points out of a total of 100 points being allocated to the contract participation goal so that the penalty is 1.5 times more severe than the points granted.*

**6. 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 and confirms that the tenderer satisfies the conditions pertaining to the granting of tender evaluation points.

Signature: .....

Name: .....

Duly authorized to sign on behalf of: .....

Telephone: .....

Fax: .....

**7. Supporting Targeted Labour (CPG) calculation**

| **Target labour**[a] | **Estimated expenditure on wages and allowances** | **Weighting**[b] | **Total** (estimated expenditure multiplied by weighting) |
|---|---|---|---|
| | **(1)** | **(2)** | **(1) × (2)** |
| Subcategory 1<br>Subcategory 2<br>Subcategory 3 | | | |
| **Total towards CPG** | | | |

[a] Different target groups can be provided for in the contract. If not, regard all target groups as being target group 1.

[b] The weighting is 1,0, unless otherwise provided for in the contract.

*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:.....

## FORM T2.2.22: COMPULSORY ENTERPRISE QUESTIONNAIRE

**Annex X**

(normative)

**Compulsory Enterprise questionnaire**

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

**Section 1: Name of enterprise: . . . . . .**

**Section 2: VAT registration number, if any: . . . . . .**

**Section 3: cidb registration number, if any: . . . . . .**

**Section 4: Particulars of sole proprietors and partners in partnerships**

| **Name*** | **Identity number*** | **Personal income tax number*** |
|---|---|---|
| | | |
| | | |
| | | |

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

Section 5: Particulars of companies and close corporations

Company registration number . . . . . .

Close corporation number . . . . . .

Tax reference number . . . . . .

**Section 6: The attached SBD4 must be completed for each tender and be attached as a tender requirement.**

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

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

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

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

Signed ……Date ……

Enterprise Name …….

Name…….Position……

## FORM T2.2.24: CIDB REGISTRATION

Proof of Contractor's (Active) registration on the Construction Industry Development Board (CIDB)

## FORM T2.2.26: LETTER OF GOOD STANDING

Provide a Certified copy of letter proof of good standing with a compensation insurer who is approved by the Department of Labour in terms of Section 80 of the Compensation for Occupational Injuries and Diseases Act (Act No 130 of 1993) (COIDA); for civil/construction related projects.

## FORM T2.2.27: PROPOSED KEY PERSONNEL

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

| | | Weight | Allocated Score |
|---|---|---|---|
| **1. Position** | **Construction Manager / Site Agent** | **30** | |
| **Name** | | | |
| Indicate Number of years of experience in managing construction projects | | | |
| Formal Qualification Ndip / TVET N6 or higher in construction studies | | | |
| Currently employed by Tenderer (Y / N) | | | |
| **Signature** | | | |
| | | | |
| **2. Position** | **Foreman / Supervisor** | **20** | |
| **Name** | | | |
| Indicate Number of years of experience in managing construction projects | | | |
| Formal Qualification Ndip / TVET N6 or higher Qualification in construction studies | | | |
| Currently employed by Tenderer (Y / N) | | | |
| **Signature** | | | |
| | | | |
| **3. Position** | **Safety Officer** | **20** | |
| **Name** | | | |
| Indicate Number of years of experience as a Health and Safety Officer in construction. | | | |
| Formal OHSA Certificate | | | |
| Currently employed by Tenderer (Y / N) | | | |
| **Signature** | | | |
| **TOTAL** | | **70** | |

Signature of person authorised to sign the tender:

Date: .....

## FORM T2.2.28: FINANCIAL REFERENCES

**Financial Statements**

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

**Details of Company's Bank**

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

| DESCRIPTION OF BANK DETAIL | BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE |
|---|---|
| Name of bank | |
| Branch name | |
| Branch code | |
| Street address | |
| Postal address | |
| Name of manager | |
| Telephone number | |
| Fax number | |
| Account number | |

**Tenderer's Tax Details**

Tenderer's VAT vendor registration number: .....

Tenderer's SARS tax reference number: .....

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

Date: .....

## FORM T2.2.29: DETAILS OF ALTERNATIVE TENDERS SUBMITTED

The tenderer shall in accordance with clause C.2.12 of the Standard Conditions of Tender, submit a conforming tender in order that any alternative be considered responsive. The alternative shall be required as a minimum to conform in all respects to the specifications.

| DESCRIPTION |
| --- |
| |

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

Date: .....

# THE CONTRACT

# PART C1: AGREEMENT AND CONTRACT DATA

# PART C1: AGREEMENT AND CONTRACT DATA

**INDEX**


| Section | Description | Page No |
|---|---|---|
| **C1.1** | FORM OF OFFER AND ACCEPTANCE | 70 |
| **C1.2** | CONTRACT DATA | 75 |
| **C1.3** | PERFORMANCE GUARANTEE | 84 |
| **C1.4** | AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH & SAFETY ACT No 85 OF 1993 | 87 |
| **C1.5** | TRANSFER OF RIGHTS | 89 |

## C1.1 FORM OF OFFER AND ACCEPTANCE

**OFFER**

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

**APPOINTMENT OF CONTRACTOR FOR SUPPLY, DELIVERY AND CONSTRUCTION OF STOCK- PROOF FENCING AT THE BREDASDORP (5.4KM) AND NAPIER (4KM) MUNICIPAL COMMONAGES, CAPE AGULHAS MUNICIPALITY, OVERBERG DISTRICT MUNICIPALITY, WESTERN CAPE**

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.

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.

Signature(s) . . . . .

**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.

APPLY TO BE COMPLETED AT ACCEPTANCE STAGE

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 working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s) . . . . . .

Name(s) . . . . . .

Capacity . . . . . .

**for the Employer** Dept. of Land Reform & Rural Development
Cape Town
8000

Name and Signature of Witness

Signatures(s) . . . . . .

Name(s) . . . . . Date . . . . . .

| EMPLOYER REPRESENTATIVE INITIALS | EMPLOYER WITNESS INITIALS |
|---|---|
| | |

| CONTRACTOR REPRESENTATIVE INITIALS | CONTRACTOR WITNESS INITIALS |
|---|---|
| | |

**SCHEDULE OF DEVIATIONS**

**Notes:**

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender,
2. A Tenderer'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 tender 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 tender documents arising from the above Agreements and recorded here, shall also be incorporated into the final draft of the Contract,

1 Subject . . . . . .
Details . . . . . .
. . . . . .
. . . . . .
. . . . . .
2 Subject . . . . . .
Details . . . . . .
. . . . . .
. . . . . .
. . . . . .
3 Subject . . . . . .
Details . . . . . .
. . . . . .
. . . . . .
. . . . . .

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

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

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

**For the Tenderer:**

Signature(s) .....

Name(s) .....

Capacity .....

.....

*(Insert name and address of organisation)*

Name & signature of witness .....

Date .....

**For the Employer:**

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

Signature(s) .....

Name(s) .....

Capacity .....

Dept. of Land Reform & Rural Development
2 Riebeek Street
Cape Town
8000

(Name and address of organization)

Name & signature of witness .....

Date .....

**CONFIRMATION OF RECEIPT**

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the.....(day) of .....(month) 20.....(year)

at .....(place)

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

For the Contractor:

.....
Signature

.....
Name

.....
Capacity

Signature and name of witness:

.....
Signature

.....
Name

# C1.2 CONTRACT DATA

## C1.2 CONTRACT DATA

## PART 1: DATA PROVIDED BY THE EMPLOYER

## CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

General Conditions of Contract for Construction Works Third Edition (2015)

Prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and from the General Conditions of Contract for this contract. Copies of these conditions of contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

The General Conditions of Contract make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

**CONTRACT SPECIFIC DATA**

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

| **Clause** | **Data** |
|---|---|
| 1.1.1.13 | The Defects Liability Period is **12 months**. |
| 1.1.1.14 | The time for achieving Practical Completion is **3 Calendar Months** from the Commencement Date. |
| 1.1.1.15 | The name of the Employer is **Dept. of Land Reform and Rural Development** |
| 1.1.1.16 | The name of the Employer's Agent is: National Department of Agriculture<br>The Employer's Agent means any Official or Professional Engineer assigned generally or specifically by the National Department of Agriculture to fulfil the functions of the Employer's Agent in terms of the Conditions of the Contract.<br><br>Wherever the name **"Engineer"** appears in the document, it shall be read to mean the **"Employer's Agent".** |
| 1.1.1.26 | The Pricing Strategy is: **Re-measurement** Contract |
| 1.1.1.35 | The following additional sub-clause applies:<br><br>**"Drawings"** means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Employer's Agent or delivered to the Contractor by the Employer's Agent. |
| 1.1.1.36 | The following additional sub-clause applies:<br><br>**"Letter of Notification"** means the letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Bid Adjudication Committee sent to all tenderers. The notification of the decision does not form part of the Employer's Acceptance of the successful tenderer's Offer and no rights shall accrue. |

| | |
|---|---|
| 1.2.1 | The following additional sub-clauses apply<br><br>1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.<br>1.2.1.4 Posted to the Contractor's address and delivered by the postal authorities.<br>1.2.1.5 Delivered by a courier service and signed for by the recipient or his representative. |
| 1.2.1.2 | The Employer's address for receipt of communications is:<br><br>Physical address:<br>Dept. Land Reform and Rural Development<br>4th Floor, Two Foreshore Place<br>2 Riebeek Street<br>Cape Town<br>8000<br><br>Tel : 021 409 0300<br><br>e-mail : |
| 2.1.3 | The following additional sub-clause applies: -<br><br>"Without limiting the generality of the afore going, the Schedule of Rates and Prices shall include:<br><br>(a) The provision and use of all labour, plant, tools instruments, templates, materials, transport and all other appliances that may be required for satisfactorily protecting and efficiently carrying out the works without interruption or delay.<br><br>(b) The provision and housing of adequate staff and labour force and the provision of false work of every kind and description necessary for the due and proper performance of the Contract.<br><br>(c) The execution of the Works in orderly and progressive manner until it has been completed. Time being of the essence of the Contract the progressive development of the Works shall be arranged so that the time from the start to the finish of the construction of the said Works shall not exceed the time laid down in the Tender.<br><br>(d) The inclusion in the tendered rates for all and any of the general liabilities such as Establishment Charges, legal contingencies, regulations, risks or damage, Royalties and all other overhead charges.<br><br>The submission of a tender shall be considered prima facie evidence that the Contractor has complied with the requirements of this clause and has satisfied himself as to all circumstances and local conditions which may influence or affect his Tender." |
| 2.4.3 | The following additional sub-clause applies:<br><br>In the event of any discrepancy or conflict between any parts of the Contract Documents, the order of precedence shall be as follows:<br><br>1. The Forms of Offer and Acceptance<br>2. Contract Forms<br>3. The Contract Data<br>4. General Conditions of Contract (GCC 2015)<br>5. Project Specifications<br>6. Scope of the Work<br>7. Standard Specification<br>8. Site Information<br>9. Drawings / Locality Plans<br>10. Bill of Quantities<br>11. The Returnable Schedules |

| | |
|---|---|
| 3.2.3 | The Employer's Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:<br><br>1. Clause 5.8.1 Non-working times<br>2. Clause 5.11.1 Suspension of the Works<br>3. Clause 5.12.4 Acceleration instead of extension of time<br>4. Clause 6.3.1 Approval of variation orders |
| 3.2.5 | The following additional sub-clause applies:<br><br>The onus rests with the Contractor to raise any item about which the Contractor may be uncertain, with the Employer's Agent Representative. Any advice given to the Contractor by the Employer's Agent Representative in response to matters so raised shall not be construed as instructions and shall be held to have been given without prejudice. |
| 3.2.6 | The following additional sub-clause applies:<br><br>The Employer or the Employer's Agent under delegated authority, reserves the right to obtain the services of consultants on any matter pertaining to this contract; the employment of such consultants forms no part of this contract; a consultant's advice and/or documentation is to be followed only if the Employer's Agent or the Employer's Agent Representative so instructs. |
| 4.3.3 | Add the following at the end of Clause 4.3:<br><br>"4.3.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:<br><br>(i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.<br><br>(ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with. The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.<br><br>(iii) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.<br><br>(iv) The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge. |

| | |
|---|---|
| 4.3.4 | The Contractor shall furthermore, in compliance with Constructional Regulations 2014 to the Act:<br><br>(i) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1)(b) of the Construction Regulation 2014 and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 7(1)(a) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's Health and Safety Plan and risk assessment shall be submitted to the Employer for approval within Fourteen (14) days after the Contract Award Letter and shall be implemented and maintained from the Commencement of the Works.<br><br>The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified." |
| 5.3.1 | The documentation required before commencing to carry out the Works:<br><br>• Health and Safety Plan (refer to Clause 4.3)<br>• Initial Programme (refer to Clause 5.6)<br>• Security (refer to Clause 6.2)<br>• Insurance (refer to Clause 8.6)<br>• Cashflow Projection<br>• Occupational Health and Safety Agreement Form C1.4<br>• Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer) |
| 5.3.2 | The time to submit the documentation required before commencement with Works execution is fourteen **(14)** working days. |
| 5.4.2 | The access and possession of Site shall not be exclusive to the Contractor but shall be as set out elsewhere in the Scope of Works. |
| 5.4.3 | The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. |
| 5.8.1 | The non-working days are Sundays.<br><br>The special non-working Days are:<br><br>Any statutory public holiday in terms of the Public Holidays Act, and, where such statutory public holiday falls on a Sunday, and the next Monday subsequently becomes a statutory public holiday in terms of the Public Holidays Act, then both the relevant Sunday and the relevant Monday shall be special non-working days under the contract;<br><br>and<br><br>any proclaimed statutory day of mourning<br><br>and<br><br>any proclaimed statutory election day which is proclaimed as a statutory public holiday<br><br>and<br><br>all annual year-end shutdown periods as recommended by the South African Bargaining Council for the Civil Engineering Industry. |
| 5.12.3 | Replace the entire sub-clause with the following:<br><br>"If extension of time is granted, the Contractor shall be paid for such actual delays incurred within the extension period granted, at the rate tendered in the Bill of Quantities for extension of time. For the evaluation of concurrent delays, the delay and disruption protocol of the society of construction law will be applied. Extension of time for concurrent delays may be approved without costs." |

| | |
|---|---|
| 5.13.1 | The penalty for failing to complete the Works is R2 500.00/day. |
| 5.14.1 | The requirements for achieving Practical Completion are:<br>• The Works must be in working condition that is functional and fit for purpose and all operational elements of the fence must operate as intended. |
| 5.16.3 | The latent defect period is **5 years**, commencing on the day after the date of certification of Practical Completion. |
| 6.2.1 | The security to be provided by the Contractor shall be a performance guarantee of **10%** of the Contract Sum. The performance guarantee shall contain the wording of the document included in C1.3. |
| 6.3.1 | Add the following to the end of the Clause:<br>**Variations** that have a financial implication will be approved by the department in line with the departmental approved Supply Chain Management Delegation of Authority prior to work commencement.<br>**Contingencies** are under the sole control of the of the Department and may be used upon approval by the delegated authority of the department of Land Reform and Rural Development. |
| 6.5.1.2.3 | The percentage allowance to cover overhead charges is **10%.** |
| 6.6.1 | The provisional sums stated in the Bill of Quantities are net amounts covering the actual expenditure which the Employer may incur. |
| 6.7.6 | The following additional sub-clause shall apply:<br>The Works are measured in accordance with the current SANS 1200 and the standard system of measurement of Civil Engineering quantities for South Africa, published by the South African Institution of Civil Employer's Agents. No claims arising from the method of measurement will be entertained. |
| 6.8.2 | Contract Price Adjustment is not applicable for this contract. |
| 6.8.3 | Price adjustments for variations in the costs of special materials not allowed. |
| 6.10.1.5: | The percentage advance on materials not yet built into the Permanent Works is 80% on submission of a payment guarantee. |
| 6.10.3: | The Retention Money shall be 10% of the value of the Works. The Limit of Retention Money shall be 5% of the Contract Sum. |
| 6.10.4 | Replace "28 days" in the seventh line with "30 days"<br>Add the following to clause 6.10.4:<br>Notwithstanding the above, the Employer's Agent shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work. |
| 6.11 | Replace "15 percent" in the heading, the marginal heading and in the third line after 6.11.1.3 with "20 percent". |
| 8.6.1.1.2: | The value of Plant and materials supplied by the Employer to be included in the insurance sum is **NIL**. |

| | |
|---|---|
| 8.6.1.1.4 | The contractor and/or his subcontractors shall provide, and maintain in force for the duration of the contract, the following additional cover:<br><br>a) Complying with the provisions of the Compensation for Occupational Injuries and Diseases Act 1993, as amended;<br>b) Insure all persons employed on the contract who do not fall within the provisions of the Compensation for Occupational Injuries and Diseases Act, against the contractor's Common Law Liability to such employees for the sum of not less than R1 000 000 (one million rand) for any one accident;<br>c) Motor Vehicle Liability insurance comprising:<br>(i) Insurance in accordance with the Road Accident Fund;<br>(ii) "Balance of Third Party" Motor Risks including Passenger Liability;<br>d) "All Risks" insurance on all constructional plant and machinery and allied equipment including all temporary accommodation brought onto site. |
| 8.6.1.3: | The limit of indemnity for liability insurance is One Million Rand **(R1 000 000)** for any single claim, the number of claims to be unlimited during construction and Defects Liability Period. |
| 10.5.1 | Dispute resolution shall be by adjudication. |
| 10.5.3 | The number of Adjudication Board Members to be appointed is **One.** |
| 10.7.1 | Unresolved disputes are to be referred for final settlement to arbitration. |
| Refer to<br><br>Form T2.2.20 Returnable: Schedule Section 5: Sanctions<br><br>Section 6 | The following additional clause shall apply:<br><br>The Targeted Labour Participation Goal is 80%.<br><br>The information provided in Section Form T2.2.20 of this document shall be contractually binding, and penalties will be imposed as per the Clauses included in the Sections should the tendered participation goals not be achieved.<br><br>The Contractor shall verify to the Employer's Agent each month in the form to be agreed at Contract Commencement the achieved Contract Participation Goals in Rand Value. If the Contractor fails to meet the participation proposed in the document by the time the Completion Certificate becomes due, a penalty shall be deducted from sum owing to the Contractor.<br><br>The Contractor is to provide all required information to enable the Employer's Agent to perform an independent verification of the achieved goals. |

Variations to the General Conditions of Contract:

| Clause | Data |
|---|---|
| **3.2.4** | **Employer's Agent for Health and Safety**<br><br>Replace Clause 3.2.4 with the following:<br><br>'In terms of Clause 1.3.2, all parties to the Contract shall be subject to the relevant requirements of the Construction Regulation 2014 (as amended) of the Occupational Health and Safety Act, Act 85 of 1993 (as amended)<br><br>Add the following at the end of the above new replacement Clause 3.2.4:<br><br>'Where the Employer is obliged to appoint an Employer's Agent for Health and Safety in terms of the Construction Regulations 2014 (as amended) of the Occupational Health and Safety Act (Act 85 of 1993 as amended), and where such Employer's Agent for Health and Safety has complied with the registration requirements of a Construction Health and Safety Agent as a specified category in terms of section 18 (1) (c) of the Project and Construction Management Professions Act (Act 48 of 2000), the applicable clauses of the latest edition of the "Standard Scope of Services for Construction Health and Safety Agents<br><br>Registered In Terms of Section 18(1)(c) of the Project and Construction Management Professions Act (Act No. 48 Of 2000)", including Clauses<br>2.2.5 "STAGE 5 - CONSTRUCTION DOCUMENTATION AND MANAGEMENT", and<br>2.2.6 "STAGE 6 - PROJECT CLOSE – OUT", and<br>2.2.7 "ADDITIONAL RELATED SERVICES",<br><br>as published<br><br>in "Registration Rules for Construction Health and Safety Agents in Terms of Section 18 (1) (c) of the Project and Construction Management Professions Act, 2000 (Act No. 48 of 2000)" by the South African Council for Construction and Project Management Professionals in terms of the Project and Construction Management Professions Act (Act 48 of 2000 as amended),<br>shall be subject to all communication and other protocols as stipulated by the Employer's Agent, unless otherwise accorded by law.' |
| **5.7.2** | **Night Work**<br><br>*Amend Clause 5.7.2 as follows:*<br><br>*Delete the second paragraph and substitute with the following:*<br><br>'In such an event, the additional costs incurred, by acceding to the Contractor's request, shall be deducted from the amount payable to the Contractor.' |
| **8.3.1** | **Excepted risks**<br><br>Amend Clause 8.3.1.12 as follows:<br><br>In the second line, delete the words 'Employer or any of their' and substitute with 'or any of its'. |

Additional clauses to the General Conditions of Contract:

| EMPLOYER REPRESENTATIVE INITIALS | EMPLOYER WITNESS INITIALS |
|---|---|
| | |

| CONTRACTOR REPRESENTATIVE INITIALS | CONTRACTOR WITNESS INITIALS |
|---|---|
| | |

| Clause | Data |
|---|---|
| 1.1 | **Definitions** |
| | Add the following at the end of sub-clause 1.1.1: |
| 1.1.1.34 | "Client", as used in the Occupational Health and Safety Act and its Construction Regulations, means Employer. |
| | "Principal Contractor", as used in the Occupational Health and Safety Act - Construction Regulations, means Contractor. |
| 1.1.1.34 | |

## PART 2:DATA TO BE PROVIDED BY CONTRACTOR

## CONDITIONS OF CONTRACT

The contractor is advised to read the *General Conditions of Contract for Construction Works, Third Edition, 2015* published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, in order to understand the implications of this data which is required to be completed. Copies of these conditions of contract may be obtained from www.saice.org.za.

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

| ***Clause*** | ***Data*** |
|---|---|
| 1.1.1.19 | **The name of Contractor is:** ……..... |
| 1.2.1.2 | **The Address of Contractor is:**<br><br>Physical: …… Postal: ……..……<br><br>…….. ……..<br><br>…….. ……..<br><br>…….. ……..<br><br>e-mail: …… Telephone No: …… Fax No: …….. |
| 1.1.1.14 | The time for achieving Practical Completion is as stipulated in Clause 1.1.1.14 |
| 6.2.1 | The security to be provided by the Contractor shall be a performance guarantee of **10%** of the Contract Sum. The performance guarantee shall contain the wording of the document included in C1.3. |
| 6.5.1.2.3 | The percentage allowance to cover overhead charges is as stipulated in Clause 6.5.1.2.3 |

## C1.3 PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition, 2015.

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: .....

Physical address: .....

"Employer" means: **Department of Land Reform and Rural Development**

"Contractor" means: .....

"Employer's Agent" 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.

"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: .....

"Expiry date" means .... within 14 days after the issue of the Certificate of Completion by the Employer's Agent in terms of Clause 5.14.4 of the General Conditions of Contract.

CONTRACT DETAILS

Employer's Agent issues: Interim Payment Certificates, Final Payment certificate and the Certificate of Completion of the Works as defined in the Contract.

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 and including the Expiry Date or the date of issue by the Employer's Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer's Agent 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 obligation under the Performance Guarantee is restricted to the payment of money.

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;

4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.

5. 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:

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.

7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of the Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

8. Payment by the Guarantor in terms of 4 and 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.

10. 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 the Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

11. 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.

12. This Performance Guarantee, with the required demand notices in terms of 4 and 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

13. Where the 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 No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .....

Date .....

Guarantor's signatory (1) .....

Capacity .....

Guarantor's signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

## C1.4 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between .....

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

..... .....

in his capacity as: .....

AND: ..... .....

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

..... .....

in his capacity as: .....

duly authorised to sign on behalf of the Contractor.

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

CONTRACT No: ..... (*CONTRACT TITLE*) .....

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

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

**NOW THEREFORE** the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.

2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.

3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING EMPLOYER'S AGENTS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

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

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

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

on this the .....……. day of ……..…….. 20……

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

*WITNESSES: .. 1.* .....

*2.* .....

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

on this the ……..…….. day of .....……..20……

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

*WITNESSES: 1.* .....

*2.* .....

## C1.5 TRANSFER OF RIGHTS

**TRANSFER OF RIGHTS AND INDEMNITY**
**(To be completed during construction by successful Tenderer only)**

**Claim for materials on site, Payment Certificate No.** …… **Date:** ……..

**Contract No:** ……. …….. ……..……

……

I, the undersigned (name of signatory) ……..……...… in my capacity as

…… of (name of Contractor) ……

duly authorised hereto on behalf of the Contractor hereby transfer, cede and assign all the Contractor's rights, title and interest in and to the materials and goods, for which evidence of bona fide ownership is attached hereto, unto and in favour of (name of Employer) ……..
Insofar as the Contractor retains actual control of the materials and goods, the right of ownership thereof passes to the Employer by *constitutum possessorium.*
I herewith indemnify the Employer against any claim to and in respect of said materials by reason of the Contractor's sequestration or liquidation or of any defect in the Contractor's title to the materials and agree that no payment for materials on site will be made by the Employer until such time as I have submitted documentary proof of bona fide ownership of the said materials and goods.
This transfer shall become effective upon conclusion of the Contractor receiving payment from the Employer or from any other person on behalf of the Employer for the materials and goods as Materials on Site, payment of retention money thereon excluded.
I further confirm that I am fully responsible for all materials and goods listed under this Transfer of Rights and that they have been insured adequately against all risks and will remain insured until they are built into or used in the permanent works and taken over by the Employer.

**This certificate of Transfer of Rights applies only to the materials and goods as listed in the following table.**

| DESCRIPTION OF ITEM | UNIT | QUANTITY | RATE | AMOUNT | SUPPLIER |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL VALUE OF MATERIALS AND GOODS | | | | | |

**Signed by:** ……Date: ……..……..……
for and on behalf of the Contractor.

**Witnessed by:** ……. Date: ……
NOTE: This form, together with the documentary proof of ownership or proof of payment by the Contractor to the supplier, shall accompany the Contractor's claim for payment for materials on site in terms of Clause 6.10.1.5 of the General Conditions of Contract 2015

# PART C2: PRICING DATA

# PART C2 : PRICING DATA

**INDEX**

| Section | Description | Page No |
|---|---|---|

**C2.1 PRICING INSTRUCTIONS** ..... 92
**C2.2 SCHEDULE OF QUANTITIES** ..... 94

# C2.1 PRICING INSTRUCTIONS

## C2.1: Pricing

C2.1.1.1 **All** prices shall be quoted in the currency of the Republic of South Africa and will be held to be firm unless otherwise stated, in which case sufficient information must be afforded at the time of tendering to indicate the basis on which payment shall be adjusted.

C2.1.1.2 The Tenderer shall enter a price against each item in the schedule of prices. If the Tenderer fails to enter a price against any item in the schedule of prices the relevant cost for such item shall be regarded as being covered by other prices in the schedule of prices. **Should an item specifically be excluded from the offersubmitted, such tender will be regarded as non-responsive and not be considered.**

C2.1.1.3 The prices quoted against each item of these schedules shall cover the full inclusive cost of everything required for the execution of the work under the item plus an apportionment of any cost involved in meetingthe obligations and liabilities imposed by the conditions of contract and in complying with the specifications.

C2.1.1.4 The prices quoted for the supply of plant and equipment shall include for all handling, loading, transporting and of-loading required for the delivery of the plant and equipment to the site, including in the case of of-sitestorage for double handling at the store.

C2.1.1.5 The prices quoted for erection and installation shall include for all handling, loading, transporting and of- loading, to take plant and equipment to place on site where required, erection, installation, painting, commissioning, operating, testing, adjusting, handing over in proper working order and upholding for a period of 12 months, all as specified.

C2.1.1.6 Any additional charges in connection with of-site storage which there may be over and above the prices quoted in the various sections of these schedules of prices shall be set out in detail by the Tenderer.

C2.1.1.7 The tendered rates and amounts must exclude Value Added Tax (VAT) but must include all levies, other taxes and duties on items to which they apply. Separate provision has been made in the Tender Summaryfor the purpose of VAT.

C2.1.1.8 Amounts allowed for contingencies will be spent in part or as a whole at the sole discretion of the Principal Agent.

C2.1.1.9 Schedule of Prices shall be completed and signed in **black ink**. Corrections must be done by deleting, rewriting and initialling next to the amendment.

C2.1.1.10 **The Bills of Quantities are not to be used for the purpose of ordering materials**

# C2.2 BILL OF QUANTITIES

| ITEM | DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|---|---|---|---|---|---|
| | **PRELIMINARY AND GENERAL:** | | | | |
| | Note: The work done on the ground will be subject to re-measurements compare with the measured schedule of quantities. (Provisional Items) | | | | |
| | **SCHEDULED FIXED-CHARGE AND TIME-RELATED ITEMS** | | | | |
| **1.1** | **Contractual requirements for the duration of the contract and establish facilities on site (Fixed)** | Sum | **1** | | |
| **1.2** | **Establish Facilities on site for the Contractor (Time-related:** | | | | |
| 1.2.1 | Temporary offices and storage sheds | Sum | 1 | | |
| 1.2.2 | Tools and Equipment | Sum | 1 | | |
| 1.2.3 | Facility for the contractor and Electricity | Sum | 1 | | |
| 1.2.4 | Ablution and Latrine Facilities | Sum | 1 | | |
| 1.2.5 | Telephone | Sum | 1 | | |
| 1.2.6 | Drinking Water supplies | Sum | 1 | | |
| 1.2.7 | Plant | Sum | 1 | | |
| 1.2.8 | | | | | |
| **1.2** | **OCCUPATIONAL HEALTH AND SAFETY ACT** | | | | |
| | The contractor shall comply with all the requirements set out in the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993). | Sum | 1 | | |
| **1.3** | **UTILIZE LOCAL RESOURCES** | | | | |
| | Provide Prime Cost of R30 000.00 for employment of Community Liaison Officer (CLO) | Item | 1 | | 30 000.00 |
| | **TOTAL CARRIED FORAWARD** | | | | |

| EMPLOYER REPRESENTATIVE INITIALS | EMPLOYER WITNESS INITIALS |
|---|---|
| | |

| CONTRACTOR REPRESENTATIVE INITIALS | CONTRACTOR WITNESS INITIALS |
|---|---|
| | |

| Item | Description | Unit | Qty | Rate | Amount |
|---|---|---|---|---|---|
| | **BILL NO. 2**<br><br>**CLEARING & EARTHWORKS** | | | | |
| 2.1 | Allow for clearing site for the width of 2 000mm where fencing runs are to be erected including removing small trees, shrubs etc. not exceeding 200mm girth, grubbing up roots and roughly levelling. | $m^2$ | 1900 | | |
| 2.2 | Extra<br>Over removing all big trees in the fencing line, not exceeding 1000mm girth, grubbing up roots and roughly levelling | No. | 4 | | |
| 2.3 | Excavate in earth for holes not exceeding 1.5m deep | $m^3$ | 50 | | |
| 2.4 | Extra over excavation for hard rock to areas where the table rock level is high | $m^3$ | 15 | | |
| 2.5 | Excavate in earth on uneven areas and fill adjacent portions to make up levels under fence line. | $m^3$ | 50 | | |
| **SUMMARY** | | | **TOTAL CARRIED TO** | | |

| EMPLOYER REPRESENTATIVE INITIALS | EMPLOYER WITNESS INITIALS |
|---|---|
| | |

| CONTRACTOR REPRESENTATIVE INITIALS | CONTRACTOR WITNESS INITIALS |
|---|---|
| | |

| Item | Description | Unit | Qty | Rate | Amount |
|---|---|---|---|---|---|
| 3.1 | **BILL NO. 3**<br><br>**INTERMEDIATE POLES, DROPPERS AND STANDARDS**<br><br>40 mm Diameter treated gum wooden pole dropper at 1 500 mm long and secured to barbed wire fencing as described. They shall be treated. SABS 1288 (Copper-chrome arsenate treated limber) or SABS 05 (Creosote treated timber). To be installed every 4m. | No. | 2500 | | |
| 3.2 | 125mm Diameter treated Gum pole intermediate post at 2 400mm long holed as necessary for wire or straining eye bolts and embedded 1000mm deep in ground in and including 450 x 450 x 1000mm deep cement concrete (15/13 MPa) base including all excavations in earth, backfilling and ramming etc. (Green treated poles SABS 1288 Copper-chrome arsenate treated limber). To be installed every 500m and where fence bend. | No. | 350 | | |

| | | | | | |
|---|---|---|---|---|---|
| 3.3 | Iron standards with 1850mm in length to be driven into the ground to a maximum depth of 650mm. The y-section iron standard has a mass of 2.5 kg/m with a total mass of 4.6kg for a length of 1850mm<br><br>All standards shall be driven into the ground to a maximum depth of 650 mm. Standards must be sturdy and preferably driven in the ground with a Post driver.<br><br>To be installed every 20m | No. | 470 | | |
| **TOTAL CARRIED SUMMARY** | | | | | |

| EMPLOYER REPRESENTATIVE INITIALS | EMPLOYER WITNESS INITIALS |
|---|---|
| | |

| CONTRACTOR REPRESENTATIVE INITIALS | CONTRACTOR WITNESS INITIALS |
|---|---|
| | |

| Item | Description | Unit | Qty | Rate | Amount |
|---|---|---|---|---|---|
| | **BILL NO. 4**<br><br>**STRAINING FRAME FORMED BOXES** | | | | |
| 4.1 | Intermediate Straining Frame Formed Boxes of three 150mm diameter vertical posts of 2400mm long and two 150mm diameter horizontal braces of 1200mm long, with bottom end of each post embedded in and including 450 x 450 x 1000mm cement concrete (15/13 MPa) base and having top end of posts and ends of brace rebated and bolted together with 10mm diameter galvanised bolts including bracing with four strands of 4mm galvanised wire tied through holes in vertical posts and thoroughly strained to form cross bracing including nine 12mm galvanised steel straining bolts 300mm long passed through holes in vertical posts and all excavations in earth, backfilling and ramming.<br><br>To be installed every 1000m on straight fence. | No. | 10 | | |
| 4.2 | Corner Straining Frame Formed Boxes of three 150mm diameter vertical posts 2400mm long and two 150mm diameter horizontal braces each 1200mm long with bottom ends of each post embedded in and including 450 x 450 x 1000mm cement concrete (15/13 MPa) base and having top end of posts and ends of posts embedded in concrete and braced as last described including all excavations in earth, backfilling, and ramming.<br><br>Installed at corners | No. | 31 | | |
| 4.3 | Gate Straining Frame Formed Boxes of two 150mm diameter vertical posts 2400mm long and one 150mm diameter horizontal brace 1200mm long, with bottom end of each post embedded in and including 450 x 450 x 1000mm cement concrete (15/13 MPa) base and having top end of posts and ends of brace rebated and bolted together with 10mm diameter galvanised bolts including bracing with four strands of 4mm galvanised wire tied through holes in vertical posts and thoroughly strained to form cross bracing including nine 12mm galvanised steel straining bolts 300mm long passed through holes in vertical posts and all excavations in earth, backfilling and ramming. | No. | 63 | | |
| **TOTAL CARRIED TO SUMMARY** | | | | | |

| Item | Description | Unit | Qty | Rate | Amount |
|---|---|---|---|---|---|
| | **BILL No. 5**<br><br>**FENCING AND GATES** | | | | |
| 5.1 | Fencing of 1 200mm high formed of nine (9) strands comprising of 5 strands of 2,37mm four-point double strand "Campeon" barbed wire with 2mm galvanised barbed units at maximum 150mm centres and barb length of 13mm spaced as detailed, secured to fencing posts with doubled 2mm galvanised wire inserted through hole in post and turned a minimum of four turns around barbed wire, and 4 strands of smooth wire .<br><br>The smooth wire shall be Class A galvanized and comply with the requirements of SABS 675 and shall be 4,00 mm diameter fully galvanized zinc-coated mild steel wire.<br><br>U-shape nails should be utilised to secure the fencing to the post, all strands. | M | 9400 | | |
| 5.2 | Pedestrian walk-throughs formed of wooden poles with a minimum diameter of 75mm at the thin end and complying with the requirements of SABS 457. Only creosote-treated hardwood posts to be used. Corner posts to be anchored with two anchor posts. | No. | 35 | | |
| 5.2 | Vehicular access gate formed of 40mm diameter galvanised mild steel tubular framing with one vertical post welded at angles and intersections and covered on outer face with seven strands of barbed wire as before described and properly strained and securely bound to framing with 2mm binding wire at 150mm centres and braced with four strands of 4mm wire between framing and vertical post, hung on and including one pair of 10mm diameter eyebolts fixed to gate and gate post fitted with galvanised chain welded to gate frame including Union type 3142 (or similarly approved) padlock with two keys. Size 6 000mm x 1 200mm high. | No. | 63 | | |
| 5.3 | Extra over for closing gaps, “Ndonga’s, mini rivers, openings or holes caused by the terrain of the ground crossing under fencing line using netting wire and steel pins. | No. | 20 | | |
| 5.4 | **DEMOLISHING EXISTING FENCE LINE**<br><br>Taking down the existing fence, gates grabbing out embedded poles, corner boxes, straining boxes, gate boxes using manual or power tools where necessary and carting away the rubbish to a designated dumping site. | M | 9400 | | |
| **TOTAL CARRIED TO SUMMARY** | | | | | |

| EMPLOYER REPRESENTATIVE INITIALS | EMPLOYER WITNESS INITIALS |
|---|---|
| | |

| CONTRACTOR REPRESENTATIVE INITIALS | CONTRACTOR WITNESS INITIALS |
|---|---|
| | |

| FINAL SUMMARY | | |
|---|---|---|
| ITEM | DESCRIPTION | AMOUNT |
| 1 | BILL NO.1 | |
| 2 | BILL NO.2 | |
| 3 | BILL NO.3 | |
| 4 | BILL NO.4 | |
| 5 | BILL NO.5 | |
| SUB TOTAL A | | |
| ALLOW 10% FOR CONTINGENCIES<br><br>**(The contingency sum is under the sole control of the Department, and the utilization thereof must be approved in line with the departmental approved Supply Chain Management Delegation of Authority)** | | |
| SUB TOTAL B | | |
| ADD 15% VAT | | |
| FINAL TOTAL CARRIED TO FORM OF OFFER AND ACCEPTANCE WITH VAT INCLUDED | | |

# PART C3: SCOPE OF WORK

| EMPLOYER REPRESENTATIVE INITIALS | EMPLOYER WITNESS INITIALS |
|---|---|
| | |

| CONTRACTOR REPRESENTATIVE INITIALS | CONTRACTOR WITNESS INITIALS |
|---|---|
| | |

## PART C3: SCOPE OF WORK

### INDEX


| | | |
|---|---|---|
| C3.1 | DESCRIPTION OF THE WORKS | 100 |
| C3.1.1 | EMPLOYER'S OBJECTIVES | 100 |
| C3.1.2 | OVERVIEW OF THE WORKS | 100 |
| C3.1.3 | EXTENT OF WORKS | 100 |
| C3.1.4 | LOCATION OF THE WORKS | 100 |
| C3.1.5 | TEMPORARY WORK | 100 |
| C3.2 | ENGINEERING | 101 |
| C3.2.1 | DESIGN SERVICES AND ACTIVITY MATRIX | 101 |
| C3.2.2 | EMPLOYER'S DESIGN | 101 |
| C3.2.3 | CONTRACTOR'S DESIGN | 101 |
| C3.2.4 | DRAWINGS | 101 |
| C3.2.5 | DESIGN PROCEDURE | 102 |
| C3.3 | PROCUREMENT | 103 |
| C3.3.1 | PREFERENTIAL PROCUREMENT | 103 |
| C3.3.2 | SUBCONTRACTING | 103 |
| C3.4 | CONSTRUCTION | 103 |
| C3.4.1 | WORKS SPECIFICATIONS | 103 |
| C3.4.2 | SITE ESTABLISHMENT | 104 |
| C3.4.3 | PLANT AND MATERIALS | 111 |
| C3.4.4 | CONSTRUCTION EQUIPMENT | 111 |
| C3.4.5 | EXISTING SERVICES | 111 |
| C3.5 | MANAGEMENT OF THE WORKS | 113 |
| C3.5.1 | SPECIFICATIONS | 113 |
| C3.5.2 | PLANNING AND PROGRAMME | 113 |
| C3.5.3 | ENVIRONMENTAL MANAGEMENT | 114 |
| C3.6 | HEALTH AND SAFETY | 114 |
| C3.6.1 | HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES | 114 |
| C3.6.2 | PROTECTION OF THE PUBLIC | 115 |
| C3.6.3 | BARRICADES AND LIGHTING | 115 |
| C3.6.4 | TRAFFIC CONTROL ON ROADS | 115 |
| C3.6.5 | MEASURES AGAINST DISEASE AND EPIDEMICS | 115 |
| C3.6.6 | AIDS AWARENESS | 115 |
| C3.7 | SPECIFICATIONS | 116 |
| C3.7.1 | LIST OF APPLICABLE SPECIFICATION | 116 |
| C3.7.1.1 | Applicable SANS 1200 Standardized Specifications | 116 |
| C3.7.1.2 | Particular Specifications | 116 |
| C3.7.2 | VARIATIONS AND ADDITTIONS TO SANS 1200 STANDARDIZED SPECIFICATION | 116 |
| PSAA | GENERAL | 118 |
| PSAA1 | SCOPE | 118 |
| PSAA2 | INTERPRETATIONS | 118 |
| PSAA3 | MATERIALS | 119 |
| PSAA5 | CONSTRUCTION | 119 |
| PSAA7 | TESTING | 122 |
| PSAA8 | MEASUREMENT AND PAYMENT | 123 |
| PSC | SITE CLEARANCE | 128 |


| EMPLOYER REPRESENTATIVE INITIALS | EMPLOYER WITNESS INITIALS |
|---|---|
| | |

| CONTRACTOR REPRESENTATIVE INITIALS | CONTRACTOR WITNESS INITIALS |
|---|---|
| | |

PSC3 MATERIALS 128
PSC5 CONSTRUCTION 128
PSC8 MEASUREMENT AND PAYMENT 129

PSDA EARTHWORKS 129
PSDA2 INTERPRETATIONS 129
PSDA3 MATERIALS 130
PSDA5 CONSTRUCTION 130
PSDA7 TESTING 131

PSGA CONCRETE (STRUCTURAL) 131
PSGA3 MATERIALS 131
PSGA5 CONSTRUCTION 133
PSGA7 TESTING 135
PSGA8 SCHEDULED CONCRETE ITEMS 135

**PARTICULAR SPECIFICATIONS**

PA FENCING 136
PB BOREHOLE 141
PC CATTLE HANDLING FACILITY 147
PD MISCELLANEOUS AND ANCILLARY 152

## C3.1 DESCRIPTION OF THE WORK`

### C3.1.1 EMPLOYER'S OBJECTIVES

The Western Cape's Department of Land Reform and Rural Development intends to construct stock-proof fencing at the Bredasdorp and Napier municipal commonages in the Cape Agulhas Local Municipality, Overberg District, Western Cape.

### C3.1.2 OVERVIEW OF THE WORKS

The work consists of the construction of fence.

C3.1.3 EXTENT OF WORKS

The Works to be carried out by the Contractor under this Contract comprise mainly the following:

**Bredasdorp Commonage**: Completion and construction of 5,4km stock proof fence.

**Napier Commonage**: Completion and construction of 4km stock proof fence.

Compliance with the requirements of the Occupational Health and Safety Act and Construction Regulations 2014.

This description of the Works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract.

Approximate quantities of each type of work are given in the Schedule of Quantities.

### C3.1.4 LOCATION OF THE WORKS

**Napier Commonage:**

The site is approximately 16 km west of Bredasdorp and about 170 km southeast of Cape Town. The site falls within the jurisdiction of the Cape Agulhas Local Municipality, in the Overberg District with GPS Coordinates are 34.467° S; 19.900° E,

**Bredasdorp Commonage:**

The site is approximately **160 km southeast of Cape Town**. The site falls within the jurisdiction of the Cape Agulhas Local Municipality, in the Overberg District with GPS co-ordinates 34.533° S; 20.041° E.

### C3.1.5 TEMPORARY WORKS

The design and provision of any temporary works of whatever nature, required for execution of the scheduled items, shall be the responsibility of the Contractor, and the cost thereof shall be included in the rates for the respective items of work.

Such temporary works shall be removed upon completion of the Works and the site of such temporary works re-instated to a pristine condition acceptable to the Environmental requirements.

## C3.2 ENGINEERING

### C3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX

Works per design stage, designed by:

| | |
|---|---|
| Concept, feasibility and overall process: | Employer |
| Basic engineering and detail layouts to tender stage: | Employer |
| Final design to approved for construction stage: | Employer |
| Temporary works: | Contractor |
| Preparation of record drawings: | Contractor |

### C3.2.2 EMPLOYER'S DESIGN

The Employer's design encompasses the permanent Works described in C3.1.3 and what is included on the drawings.

### C3.2.3 CONTRACTOR'S DESIGN

The Contractor is responsible for the design of the temporary Works and their compatibility with the permanent Works.

Where the Contractor is to supply the design of designated parts of the permanent Works or temporary Works he shall supply full working drawings supported by a professional Employer's Agent's design certificate.

### C3.2.4 DRAWINGS

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Employer's Agent. The Employer's Agent will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the Contract. The position of pipe bends, junction boxes, duct ends and all other underground infrastructure shall be given by either co-ordinates, or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Employer's Agent's Representative on a regular basis.

All information in possession of the Contractor, required by the Employer's Agent and/or the Employer's Agent's Representative to complete the as-built/record drawings, must be submitted to the Employer's Agent's Representative before a Certificate of Completion will be issued.

Drawings to be prepared by The Contractor shall be as follows:

Three copies of all drawings shall be provided.
A register of all the Contractor's documents shall be provided with each submission.
Drawings shall be prepared in accordance with the latest issue of SANS 10111.
General Arrangement drawings shall be to A1 or A0 size unless the Employer's Agent accepts that smaller drawing sizes are acceptable.

Drawings shall be to scale, with both the scale and the drawing being large enough to clearly show all relevant components.
Item lists shall be provided on the drawing or on a separate parts list.
Item descriptions shall include the material of construction, quantity and full identification information.

The Employer reserves the right to issue amended and/or additional drawings during the Contract.

### C3.2.5 DESIGN PROCEDURES

For Environmental compliance and keeping the area of the works associated with the fencing works, the Contractor will be required to submit a detailed Method Statement for the inspection, evaluation and undertaking any necessary repairs must be submitted for approval by the department and as directed by the Engineer on site.

All costs necessary for the Contractor for the above including maintenance and removal of the cofferdam shall be included in the sum under item 110.06 in Schedule A of the schedule of quantities.

## C3.3 PROCUREMENT

### C3.3.1 PREFERENTIAL PROCUREMENT

C3.3.1.1 Requirements

The Contractor will be required to maximise the number of local labour to be utilised where possible.

### C3.3.2 SUBCONTRACTING

C3.3.2.1 Selected Sub-Contracting

Should the Contractor, over and above the requirements set in the Conditions of Contract and the clauses below, wish to employ Sub-Contractors for part of the works, this is to be clearly indicated in the schedule of sub-contractors forming part of the returnable schedules. The Contractor is to indicate the full names and addresses of all proposed Sub-Contractors for which approval of the Employer and Employer's Agent is sought, stating clearly the section of the works that each will be handling as well as a company profile and records of previous work done with references.

C3.3.2.2 Subcontracting procedures

Where Provisional Sums have been included in the Schedule of Quantities and the work is to be done by a subcontractor, the procedure to be followed is:

a) The Contractor shall obtain three quotes for work to an amount less than R 200 000.00 (including VAT).

b) For work to an amount exceeding R 200 000.00, the Contractor shall follow the rules of the Employer's acquisition management system.

The quotes shall include full technical descriptions as well as a breakdown of prices, which shall be submitted to the Employer's Agent for evaluation and approval.

C3.3.2.3 Attendance on subcontractors

The Main Contractor shall be responsible for the full attendance of all sub-contractors utilised on the Contract. The Contractor shall remain responsible for providing the subcontracted portion of the Works as if the work had not been subcontracted.

## C3.4 CONSTRUCTION

### C3.4.1 WORKS SPECIFICATIONS

C3.4.1.1 Applicable SANS 1200 Standardized Specifications

The SANS 1200 Standardized Specifications for civil engineering construction that are applicable are listed in C3.7.1.

C3.4.1.2 Particular Specifications

The Particular Specifications for work not covered by the SANS 1200 Standardized Specifications are listed in C3.7.1.2 and included in C3.7.3.

C3.4.1.4 Variations and Additions to the SANS 1200 Standardized Specifications

Variations and additions to the SANS 1200 Standardized Specifications listed in C3.7.1 are given in section C3.7.2.

## C3.4.2 SITE ESTABLISHMENT

C3.4.2.1 Services and facilities provided by the Employer

(a) Water sources

The employer is not responsible to supply portable water on site, and the Contractor is responsible to means on its costs.

(b) Electricity supply

The employer is not responsible to supply electricity on site, and the Contractor is responsible to means on its costs for adequate electricity to use.

(c) Excrement disposal

No water-borne sewage or other off-site excrement disposal systems are available in the vicinity of the Site.

(d) Area for Contractor's site

The Employer has no suitable areas available where the Contractor may erect offices, workshops, stores and other facilities that he requires for the purposes of the Contract. The Contractor shall, at his own cost, be responsible for locating and making all arrangements necessary for securing an area suitable to meet his needs in respect of the erection of the Contractor's offices, stores and other facilities, including the facilities to be provided for the Employer's Agent in accordance with the Contract.

Any potential area proposed by the Contractor shall be within reasonable proximity to the Site of the Works and its location shall be subject to the approval of the Employer's Agent, which approval shall not be unreasonably withheld.

The Contractor shall be responsible for arranging, at his own cost, for the provision of all services he may require in the area, as well as elsewhere on the Site.

(e) Access to site

Access to the site may be achieved via the existing roads as indicated in the locality area.

C3.4.2.2 Facilities provided by the Contractor

(a) (i) Site meeting venue

The Contractor shall provide within his own site establishment facilities, a suitably furnished office or other venue capable of comfortably accommodating a minimum of fifteen (15) persons at site meetings. The Employer's Agent shall be allowed free use of such a venue for conducting any other meetings concerning the Contract at all reasonable times.

(ii) Contract nameboard

The Contractor shall provide, erect and maintain 2 Number of boards i.e one Contract Nameboard and one permanent Departmental branding board at such positions and locations as directed by the Engineer.

The Contractor shall, before ordering or manufacturing any such Contract and branding nameboard, obtain the Employer's Agent's/Engineer written approval in respect of all names and wording to appear on the boards.

The Contractor shall keep the boards in good state of repair for the duration of the Contract and shall remove only the Contract nameboard on completion of the Contract.

(iii) Site instruction book

The Contractor shall keep a triplicate book for site instructions on the Site at all times.

(b) Water

The Contractor shall, at his own expense, be responsible for obtaining and distributing all water as may be required for the purposes of executing the Contract, including water for both construction purposes and domestic use, as well as for making all arrangements in connection therewith. The Contractor shall further, at his own expense, be responsible for providing all necessaries for procuring, storing, transporting and applying water required for the execution of the Contract.

The sources of all water utilised for the purposes of the Contract shall be subject to the prior approval of the Employer's Agent which approval shall not be unreasonably withheld.

The Contractor shall comply with all prevailing legislation in respect of drawing water from natural and other sources and shall, when required by the Employer's Agent, produce proof of such compliance. The distribution of water shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

All water provided by the Contractor for construction purposes shall be clean, free from undesirable concentrations of deleterious salts and other materials and shall comply with any further relevant specifications of the Contract. The Contractor shall, whenever reasonably required by the Employer's Agent, produce test results demonstrating such compliance. Water provided by the Contractor for human consumption shall be healthy and potable to the satisfaction of the health authorities in the area of the Site.

No separate payment will be made to the Contractor for the obtainment, distribution and consumption of water, the costs of which will be deemed to be included in the Contractor's tendered rates.

(c) Electricity

The Contractor shall, at his own expense, be responsible for obtaining and distributing all electricity as he may require for the purposes of executing the Contract, including electricity for both construction purposes and domestic use, as well as for making all arrangements in connection therewith.

The distribution of electricity shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

No separate payment will be made to the Contractor for the procurement, distribution and consumption of electricity, the costs of which will be deemed to be in the Contractor's tendered rates and prices.

(d) Excrement disposal

The Contractor shall, at his own expense, be responsible for safely and hygienically dealing with and disposing of all human excrement and similar matter generated on the Site during the course of the Contract, to the satisfaction of the responsible health authorities in the area of the Site and the Employer's Agent. All such excrement shall be removed from the Site and shall not be disposed of by the Contractor on the Site.

The Contractor shall further comply with any other requirements in this regard as may be stated in the Contract.

No separate payment will be made to the Contractor in respect of discharging his obligations in terms of this subclause and the costs thereof shall be deemed to be included within the Contractor's tendered Preliminary and General Items.

C3.4.2.4 Permits and wayleaves

The contractor is responsible for obtaining all necessary permits and way leaves from all relevant authorities. The time to obtain such permits and way leaves should be factored on the programme of works. No time extension will be awarded to the contractor for permit and way leaves applications.

C3.4.2.5 Features requiring special attention

(a) Site maintenance

During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner and shall keep the Site free from debris and obstructions.

(b) Testing and quality control

(i) Contractor to engage services of an independent laboratory

Notwithstanding the requirements of the Specifications pertaining to testing and quality control, the Contractor shall engage the services of an approved independent laboratory to undertake all testing of materials, the results of which are specified in, or may reasonably be inferred from, the Contract. These results will be taken into consideration by the Employer's Agent / Engineer in deciding whether the quality of materials utilized, and workmanship achieved by the Contractor comply with the requirements of the Specifications. The afore-going shall apply irrespective of whether the specifications indicate that the said testing is to be carried out by the Employer's Agent or by the Contractor.

The Contractor shall be responsible for arranging with the independent testing laboratory for the timeous carrying out of all such testing specified in the Contract, at not less than the frequencies and in the manner specified. The Contractor shall promptly provide the Employer's Agent / Engineer with copies of the results of all such testing carried out by the independent laboratory.

For the purposes of this clause, an "independent laboratory" shall mean an "approved laboratory" (as defined in subclause PSAA 7.2) which is not under the management or control of the Contractor and in which the Contractor has no financial interest, nor which has any control or financial interest in the Contractor.

(iii) Costs of testing

(a) Tests in terms of subclause C3.4.2.5(b)(i)

The costs of all testing carried out by the independent laboratory in accordance with the requirements of subclause C3.4.2.5(b)(i), above shall be borne by the Contractor and shall be deemed to be included in the tendered rates and prices for the respective items of work as listed in the SCHEDULE of Quantities and which require testing in terms of the Specifications. No separate payments will be made by the Employer to the Contractor in respect of any testing carried out in terms of subclause C3.4.2.5(b)(i).

Where, as a result of the consistency of the materials varying or as a result of failure to meet the required specifications for the work, it becomes necessary to carry out additional tests (e.g. re-tests on rectified work and/or replacement materials), the costs of such additional testing shall be for the Contractor's account.

(b) Additional tests required by the Employer's Agent

The costs of any additional tests required by the Employer's Agent in terms of subclause C3.4.2.5(b)(ii): Additional testing required by the Employer's Agent, shall be reimbursed to the Contractor against substitution of the Provisional Sum allowed therefore in the SCHEDULE of Quantities; provided always that the costs of any such additional tests ordered by the Employer's Agent, the results of which indicate that the quality of the materials utilised and/or the standard of workmanship achieved are/is not in accordance with the specifications, shall not be reimbursable to the Contractor.

(c) Contractor supplied equipment

The Contractor shall when have required to supply any testing, measuring and/or survey equipment for the Employer's Agent's use provide valid calibration certificates or verification certificates (as appropriate) for all equipment. This shall apply for both shared equipment as well as for equipment specified to be provided for the Employer's Agent's use on site.
Calibration or verification, by certified authorities shall be subject to the Employer's Agent's approval:

prior to the delivery of any equipment to the Employer's Agent; and

thereafter at intervals as prescribed for the relevant equipment but not less than every twelve (12) months.

The calibration/verification certificate for each item of equipment shall be submitted to the Employer's Agent for approval prior to its use or within seven (7) days of subsequent re-calibration/verification.

Unless otherwise provided for in the SCHEDULE of quantities the cost of providing the above specified equipment.

Failure to submit certificates shall result in payment for the equipment being withheld.

(d) Subcontractors

All matters pertaining to subcontractors and the work executed by them shall be dealt with directly between the Employer's Agent and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The Employer's Agent will not liaise directly with any subcontractors, nor will he issue instructions concerning the subcontract works directly to any subcontractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the subcontractors and the Employer's Agent will not become involved.

(e) Opening up and closing down of designated borrow pits

All imported fill, selected fill and bedding materials shall be obtained from approved commercial sources. The Contractor shall make allowance in the rates for sourcing, loading, transporting, offloading and placing such materials. No separate payment shall be made for opening, operating or rehabilitating borrow pits.

(f) Access to properties

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working. In this respect the Contractor's attention is drawn to Clause 8.1.2 of the Conditions of Contract.

If, as a result of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties.

Notwithstanding the afore-going, the Contractor may, with the prior approval of the Employer's Agent (which approval shall not be unreasonably withheld), make arrangements with and obtain the acceptance of the occupiers of erven and properties to close off part of a street, road, footpath or entrance temporarily, provided that the Contractor duly notifies the occupiers of the intended closure and its probable duration, and reopens the route as punctually as possible. Where possible, such streets, roads, footpaths and entrances shall be made safe and reopened to traffic overnight. Such closure shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs, drums and other safety measures appropriate to the circumstances shall be provided by the Contractor to suit the specific conditions.

(g) Employment of local labour

It is the intention that this Contract should make maximum use of the local labour force that is presently unemployed. To this end the Contractor shall limit the utilisation on the Contract of non-local employees to that of key personnel only and to employ and train local labour to the extent necessary for the execution and completion of this Contract.

The Contractor shall fill in the form entitled Key Personnel in the Forms to be completed by the Tenderer. The data stated on the above-mentioned form will be strictly monitored during the Contract period and any deviations therefrom shall be subject to the prior approval of the Employer's Agent, which approval shall not be unreasonably withheld.

(h) Monthly statements and payment certificates

The statement to be submitted by the Contractor in terms of Clause 6.10 of the Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Employer, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

For the purposes of the Employer's Agent payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Employer's Agent for the purposes of accurately reflecting the actual quantities and amounts which the Employer's Agent deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Employer's Agent within three (3) normal workings days from the date on which the Employer's Agent communicated to the Contractor the adjustments required. The Contractor shall submit to the Employer's Agent five (5) sets of A4 size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting to the Employer's Agent the requisite copies of the adjusted statement for the purposes of the Employer's Agent's payment certificate will be added to the times allowed to the Employer's Agent in terms of Clause 6.10.4 of the Conditions of Contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

The monthly statements accompanying the payment certificates shall include:
Payment certificate
Proof of Delivery of all materials claimed as Materials on Site.
Cession agreements for materials stored off-site
Signed Labour Returns (Proof of Job Creation)
Progress Report
Programme update
Contract of employment for each employee
Certified ID copies of each employee
Proof of monthly site attendance of the employees
Proof of payment from the bank should electronic transfers be used to pay employees
Detailed report on monthly and cumulative Contract Participation Goals achieved.

(i) Construction in restricted areas

Working space is sometimes restricted. The construction method used in these restricted areas largely depends on the Contractor's Plant. Notwithstanding, measurement and payment will be strictly according to the specified cross-sections and dimensions irrespective of the method used, and the rates and prices tendered will be deemed to include full compensation for any difficulties encountered by the

Contractor while working in restricted areas. No extra payment nor any claim for payment due to these difficulties will be considered.

(j) Notices, signs, barricades and advertisements

All notices, signs and barricades, as well as advertisements, may be used only if approved by the Employer's Agent. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Employer's Agent shall have the right to instruct the Contractor to move any sign, notice or advertisement to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

(k) Workmanship and quality 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 suitably qualified and experienced Employer's Agents, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates tendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Employer's Agent for examination and measurement, the Contractor shall furnish the Employer's Agent with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.

C3.4.2.6 Extension of time due to abnormal rainfall

Extension of time in respect of delays resulting from wet climatic conditions on the Site will only be considered in respect of abnormally wet climatic conditions and shall be determined for each calendar month or part thereof, in accordance with the formula given below:

$$V = (Nw - Nn) + (Rw - Rn)/X$$

in which formula the symbols shall have the following meanings:

V = Potential extension of time in calendar days for the calendar month under consideration:
If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.
When the value of V for any month exceeds the number of days in the particular month, V will be the number of days in the month.

Nw = Actual number of days in the calendar month under consideration on which a rainfall of Y mm or more was recorded on the Site.

Nn = Average number of days, derived from existing records of rainfall in the region of the Site, on which a rainfall of Y mm or more was recorded for the calendar month.

Rw = Actual rainfall in mm recorded on the Site in an approved rain gauge for the calendar month under consideration.

Rn = Average rainfall in mm for the calendar month, derived from existing records of rainfall in the region of the Site.

The factor (Nw - Nn) shall be deemed to be a fair allowance for variations from the average number of days during which the rainfall exceeds Y mm.

| Rainfall Station: Bredasdorp | | | | | |
|---|---|---|---|---|---|
| Period 2014-2024 | | | | | |
| Month | $N_n$ | $R_n$ | Month | $N_n$ | $R_n$ |
| January | 8 | 71.6 | July | 1 | 8.1 |
| February | 7.3 | 74.8 | August | 0.7 | 4.3 |
| March | 6.2 | 58.2 | September | 2 | 16.9 |
| April | 4 | 35.4 | October | 3.3 | 21.4 |
| May | 2.5 | 26.5 | November | 2.9 | 35.3 |
| June | 1.2 | 8 | December | 5.4 | 50 |
| Annual Average | 44.5 | 410.6 | | | |

The factor (Rw - Rn)/X shall be deemed to be a fair allowance for variations from the average number of days during which the rainfall did not exceed Y mm but wet conditions prevented or disrupted work.

(b) The Contractor shall, at his own cost, provide and erect on the Site at a location approved by the Engineer, an approved rain gauge, which shall be fenced off in a manner which will prevent any undue interference by workmen and others. The Contractor shall, at his own cost, arrange for the reading of the rain gauge on a daily basis for the duration of the Contract. The gauge readings, as well as the date and time at which the reading was taken shall be recorded in a separate record book provided by the Contractor for this purpose. All entries in the rainfall record books shall be signed by the person taking the reading and the gauge shall be properly emptied immediately after each reading has been taken. If required by the Engineer, the Engineer shall be entitled to witness the reading of the gauge.

(c) The Contractor's claims in terms of Clause 5.12 of the Conditions of Contract for extension of time in respect of delays resulting from wet climatic conditions on the Site during each month, shall be submitted in writing to the Engineer monthly;

provided always that

(i) the period allowed to the Contractor in terms of Clause 10 of the Conditions of Contract in which to submit his claim for each month shall be reduced to seven (7) days, calculated from the last day of the month to which the claim applies; and

(ii) the 28-day period allowed to the Engineer in terms of Clause 10.1.2 of the Conditions of Contract in which to give his ruling on the claim, shall be reduced to fourteen (14) days.

The Contractor's monthly claim shall be accompanied by a copy of the signed daily rainfall readings for the applicable month.

(d) The extent of any extension of time which may be granted to the Contractor in respect of wet climatic conditions (whether normal or abnormal) shall be determined as the algebraic sum of the "V" values for each month between the Commencement Date and the Due Completion Date of the Contract, calculated in accordance with subclause C3.4.2.6(a) above;

provided always that:

rainfall occurring within the period of the Contractor's Christmas shut-down period (referred to in the Conditions of Contract) shall not be taken into account in the calculation of the monthly "V" values;

(ii) rainfall occurring during any period during which the Contractor was delayed due to reasons other than wet climatic conditions on the Site, and for which delay an extension of time is granted by the Engineer, shall not be taken into account in the calculation of the monthly "V" values;

(iii) if the algebraic sum of the "V" values for each month is negative, the time for completion will not be reduced on account of subnormal rainfall, and

(iv) where rainfall is recorded only for part of a month, the "V" value shall be calculated for that part of the month using pro rata values for Nn and Rn.

(e) The Engineer shall, simultaneous with granting any extension of time in terms of this clause, revise the Due Completion Date of the Contract to reflect an extension of time having been granted in respect of wet climatic conditions, to the extent of the algebraic sum of all the "V" values for all the preceding months of the Contract, less the aggregate of the "Nn" values for the remaining (unexpired) months of the Contract (viz less aggregate of the potential maximum negative "V" values for the remaining Contract Period). Thus, provided that where such period is negative, the Due Completion Date shall not be revised.

Any extension of time in respect of wet climatic conditions granted in terms of this clause shall not be deemed to take into account delays experienced by the Contractor in repairing or reinstating damage to or physical loss of the Works arising from the occurrence of abnormal climatic conditions. Extension of time in respect of any such repairs or reinstatement regarding damage shall be the subject of a separate application for extension of time in accordance with the provisions of Clause 5.12 and Clause 10 of the Conditions of Contract.

### C3.4.3 PLANT AND MATERIALS

C3.4.3.1 Plant and materials supplied by the employer

The Employer will not provide any plant and material. The Contractor shall provide all plant and material of whatever nature necessary to enable him to undertake the works as specified.

C3.4.3.2 Materials, samples and shop drawings

(a) Samples

Materials or work which do not conform to the approved samples submitted in terms of Clause 7.4.1 (GCC 2015) of the Conditions of Contract, will be rejected. The Employer's Agent reserves the right to submit samples to tests to ensure that the material represented by the sample meets the specification requirements.

The costs of any such tests conducted by or on behalf of the Employer's Agent, the results of which indicate that the samples provided by the Contractor do not conform to the requirements of the Contract, shall, in accordance with the provisions of Clause 7.4.4 (GCC 2015) of the Conditions of Contract, be for the Contractor's account.

### C3.4.4 CONSTRUCTION EQUIPMENT

C3.4.4.1 Requirements for equipment

Equipment must be such that work can be executed in an efficient manner.

C3.4.4.2 Equipment provided by the employer

No equipment to be provided by the Employer

### C3.4.5 EXISTING SERVICES

C3.4.5.1 Known services

No guarantee can be given that all affected services are indicated on the drawings, or that, if they are shown, they are shown exactly in the correct location. Once located, the exact location, level and nature of the service shall be recorded and given to the Employer's Agent's Representative in writing.

The Contractor shall, subject to the provisions of PSAA 5.2, expose all services by hand in advance of his trenching operation in order to reduce the risk of damage to existing services.

The Contractor shall take special care not to damage any existing services and shall comply with all the requirements of the relevant authorities during construction. The Contractor will be held solely responsible for the protection of all known services and for any claims for damages arising from damage to any such service. (See also PSAA 5.2).

The Contractor shall give assistance to other authorities as required when the authority concerned undertakes to locate and protect their service.

C3.4.5.2 Treatment of existing services

The Contractor to ensure that existing services supply are not interrupted. All existing services have to remain operational, either through protection or re-routing. Temporary re-routing of existing services is allowed, with the approval of the owner of the service.

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

The Contractor to make use of the necessary detection equipment to determine the location of an existing service, before excavation commences to expose the service.

C3.4.5.4 Damage to services

The Contractor shall take special care not to damage any existing services and shall comply with all the requirements of the relevant authorities during construction. The Contractor will be held solely responsible for the protection of all known services and for any claims for damages arising from damage to any such service. (See also PSAA 5.2).

Damage that occurs to unknown services during construction will be paid by the Employer.

C3.4.5.5 Reinstatement of services and structures damaged during construction

The Contractor will be responsible for the repair and reinstatement of damaged services in compliance with the service owner's specifications.

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

The Contractor to make use of the necessary detection equipment to determine the location of an existing service, before excavation commences to expose the service.

C3.4.5.4 Damage to services

The Contractor shall take special care not to damage any existing services and shall comply with all the requirements of the relevant authorities during construction. The Contractor will be held solely responsible for the protection of all known services and for any claims for damages arising from damage to any such service. (See also PSAA 5.2).

Damage that occurs to unknown services during construction will be paid by the Employer.

C3.4.5.5 Reinstatement of services and structures damaged during construction

The Contractor will be responsible for the repair and reinstatement of damaged services in compliance with the service owner's specifications.

## C3.5 MANAGEMENT OF THE WORKS

C3.5.1 SPECIFICATIONS

The following Specifications are applicable:

The SANS 1200 Standardized Specifications listed in C3.7.1;

The Variations and Additions to the SANS 1200 Standardized Specifications given in C3.7.2;

The Particular Specifications given in C3.7.1.2.

C3.5.2 PLANNING AND PROGRAMME

C3.5.2.1 General

The Contractor's Programme to be submitted in terms of Clause 5.6.1 of the Conditions of Contract shall take all matters that may impact the Contractor's sequence of executing the various components of the Works and the requisite rate of progress of the Works, as may be specified in or reasonably inferred from the Contract.

C3.5.2.2 Format

The Construction Programme to be submitted by the Contractor in accordance with the provisions of Clause 5.6.1 of the Conditions of Contract shall;

Be in the form of a bar chart; and
Clearly indicate the start and end dates and duration of all construction activities and identify the critical path; and
Take full cognizance of all the Contractor's risks and obligations in terms of the Contract.

The said Programme and all revisions thereto shall also be provided to the Employer's Agents in electronic digital format using the MS PROJECT software on a Monthly basis as per Clause 5.6.4.

C3.5.2.3 Failure to maintain construction programme

If the Construction Programme has to be revised in terms of the Conditions of Contract, because the Contractor is falling behind in its programme, the Contractor shall submit a revised programme of how it intends to regain lost time to ensure completion of the Works before the Due Completion Date.

C3.5.2.4 Specific Programme Requirements

The Contractor's programme shall also take full account of the matters described in the sub-clauses hereunder. No additional payments will be made to the Contractor in respect of any additional costs as it may incur in consequence of arranging or adjusting its programme to accommodate the said matters and the Contractor's various tendered rates and prices shall be deemed to fully inclusive of such costs.

No construction activities will be permitted which require the complete shut-down of existing works and operations.

General Remarks

The programme is to reflect the following:

Information provided in these sub-clauses
Requirements as provided in Form T of Section T2.2.17 in this tender
Allowance for a 14-day float period in the programme for unforeseen circumstances

Facilities to Other Contractors
Pursuant to the requirements of the Conditions of Contract, the Contractor's programme shall make allowances for the presence of such other contractors on the Site as are described below. This may involve adapting the Contractor's programme to accommodate the work of such other contractors and ensuring access to their sites along prescribed routes over the Site of this Contract.

C3.5.3 ENVIRONMENTAL MANAGEMENT

(a) General

The Contractor will be responsible for managing his activities so that damage to the environment is minimized, as per the approved Environmental Management Plan contained in part C5 "Annexures", (Specification EMA). A payment item is included in the SCHEDULE of Quantities to cover the Contractor's cost for compliance and provision of the Method Statement.

## C3.6 HEALTH AND SAFETY

The Contractor shall comply with the Occupational Health and Safety Act (Act 85 of 1993), the Construction Regulations, 2014, and all other applicable statutory requirements.

The Contractor shall be responsible for planning, implementing, maintaining and monitoring all health and safety measures required for the execution of the Works and shall comply with the approved Health and Safety Specification and Health and Safety Plan contained in Part C5: Annexures.

The Contractor shall make allowance in the Preliminary and General items for all costs associated with health and safety compliance, including preparation and maintenance of the Health and Safety Plan, risk assessments, inspections, record keeping, statutory appointments, personal protective equipment, training, reporting and all other obligations imposed by the Contract and applicable legislation.

Refer to the Occupational Health and Safety Act, 1993 and the Construction Regulations, 2014

C3.6.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

(a) Construction Regulations, 2014

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 25207 and Regulation Gazette No 37305 of 07 February 2014. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, SCHEDULE of Quantities and Drawings, as well as in the Employers' health and safety specifications (regulation 5(1)(b)) of the Construction Regulations 2014, which are bound in the Contract document.

The Contractor shall in terms of regulation 7(1)(a) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

The Contractor shall be deemed to have included in the Preliminary and General items all costs associated with compliance with the Occupational Health and Safety Act, 1993, the Construction Regulations, 2014, the approved Health and Safety Plan, and all statutory requirements applicable to the Works. No separate payment shall be made unless specifically provided for elsewhere in the Schedule of Quantities.

C3.6.2 PROTECTION OF THE PUBLIC

The Contractor to ensure the sufficient screening and barricading of the site of works is done to prevent unauthorised public access. If screening/barricading will impact on the movement of the public, the Contractor is to ensure that safe detour routes are allowed and clearly indicated.

Refer to the Occupational Health and Safety Act, 1993 and the Construction Regulations, 2014.

C3.6.3 BARRICADES AND LIGHTING

Refer to the Occupational Health and Safety Act, 1993 and the Construction Regulations, 2014.

C3.6.4 TRAFFIC CONTROL ON ROADS

Refer to the Occupational Health and Safety Act, 1993 and the Construction Regulations, 2014.

C3.6.5 MEASURES AGAINST DISEASE AND EPIDEMICS

Refer to the Occupational Health and Safety Act, 1993 and the Construction Regulations, 2014. The Contractor also needs to refer to the Health and Safety Specification

C3.6.6 AIDS AWARENESS

The Contractor shall make employees aware of the risks associated with HIV/AIDS and shall display appropriate awareness information at the Site. The costs associated with compliance shall be deemed included in the Preliminary and General items.

## C3.7 SPECIFICATIONS

### C3.7.1 LIST OF APPLICABLE SPECIFICATIONS

#### C3.7.1.1 Applicable SANS 1200 Standardized Specifications

The following SANS 1200 Standardized Specifications for civil engineering construction are applicable:

SANS 1200 AA : General (Small Works) (1986)
SANS 1200 C : Site Clearance (1980)
SANS 1200 DA : Earthworks (Small Works) (1988)
SANS 1200 DB : Earthworks (Pipe Trenches) (1989)
SANS 1200 DM : Earthworks (Roads, Subgrade and Working Areas) (1981)
SANS 1200 GA : Concrete (Small Works) (1982)
SANS 1200 H : Structural Steelwork (1990)
SANS 1200 HA : Structural Steelwork (Sundry Items) (1990)
SANS 1200 HC : Corrosion Protection of Structural Steelwork (1988)
SANS 1200 L : Medium Pressure Pipelines (1983)
SANS 1200 LB : Bedding (Pipes) (1983)
SANS 1200 M : Roadworks (General) (1996)
SANS 1200 MM : Ancillary Roadworks (1984)

Any reference to a SABS standard, in any context or forum, will be deemed to be a reference to the corresponding SANS standard, and vice versa. Any ambiguity in relation to the standard specifications to be referred to the Employer's Agent for clarity, in terms of the GCC 2015 3rd edition. The term "project specification" must be replaced by "scope of works" wherever it appears in these standardized specifications.

#### C3.7.1.2 Particular Specifications

The following Particular Specifications for work not covered by the SANS 1200 Standardized Specifications are also included hereunder:

PA : Fencing
PB : Borehole
PC : Cattle Handling Facility
PD : Miscellaneous Works and Ancillary Items

### C3.7.2 VARIATIONS AND ADDITIONS TO SANS 1200 STANDARDIZED SPECIFICATIONS

SANS 1200 AA : General (Small Works) (1986)
SANS 1200 DA : Earthworks (Small Works)
SANS 1200 GA : Concrete (Small Works) (1982)
SANS 1200 GA : Concrete (Small Works) (1982)
SANS 1200 C : Site Clearance (1980)

The following variations and additions to the SANS 1200 Standardized Specifications referred to above apply to this Contract. The prefix PS indicates an amendment to SANS 1200. The letters and numbers following these prefixes respectively indicate the relevant Standardized Specification and clause numbers in SANS 1200 to which the variation or addition thereto applies.

The Amendments to the Particular Specifications are included as stand-alone sections, each with index pages that reference the relevant Particular Specification being amended. The paragraph and subparagraph numbers of each amendment are unique to the Particular Specification at hand. Each paragraph and sub-paragraph is immediately followed by the heading and the number of the clause or sub-clause in the Particular Specification being referenced. New clauses and sub-clauses, which do not form part of a clause or sub-clause in the Particular Specifications are also included.

The paragraph and sub-paragraph numbers of each of the new clauses and sub-clauses are also unique to the Particular Specification at hand.

New clauses and subclauses are identified by the text ‘’NEW’’ in their headings. Each paragraph and sub-paragraph which references a new clause or sub-clause is immediately followed by its heading containing the new clause or sub-clause number.

**PSAA GENERAL**

**PSAA 1 SCOPE**

REPLACE THE CONTENTS OF SUBCLAUSE 1.1, INCLUDING THE NOTES, WITH THE FOLLOWING:

"1.1 This specification covers requirements, principles and responsibilities of a general nature which are generally applicable to civil engineering construction and building works contracts, as well as the requirements for the Contractor's establishment on the Site."

**PSAA 2 INTERPRETATIONS**

**PSAA 2.3 DEFINITIONS**

IN THE OPENING PHRASE BETWEEN THE WORDS "specification" AND "the following", INSERT THE WORDS "the definitions given in the Conditions of Contract and".

(a) General

ADD THE FOLLOWING DEFINITIONS:

" 'Employers' Agent' (Clause 1.1.1.16 of Conditions of Contract) shall have the same meaning and be synonymous with Engineer throughout the Contract documentation.

‘General Items’ (Clause 1.1.1.21 of Conditions of Contract) shall have the same meaning and be synonymous with Preliminary and General items.

‘General Conditions' and 'Conditions of Contract': The General Conditions of Contract specified for use with this Contract, together with the Contract Data (GCC 2015)

'Specified': As specified in the Standardized Specifications, the Drawings or the Project Specifications. 'Specifications' shall have the corresponding meaning."

(c) Measurement and payment

REPLACE THE DEFINITIONS FOR "Fixed charge", "Time-related charge" AND "Value-related charge" WITH THE FOLLOWING:

" 'Fixed charge': A charge that is not subject to adjustment on account of variations in the value of the Contract Price or the time allowed in the Contract for the completion of the work.

'Time-related charge': A charge, the amount of which varies in accordance with the Time for Completion of the Works, adjusted in accordance with the provisions of the Contract.

'Value-related charge': A charge, the amount of which varies pro rata with the final value of the measured work executed and valued in accordance with the provisions of the Contract.' "

**PSAA 2.4 ABBREVIATIONS**

(a) Abbreviations relating to standard documents

ADD THE FOLLOWING ABBREVIATION:

"CKS: SANS Co-ordinating Specification."

## PSAA 3 MATERIALS

### PSAA 3.1 QUALITY

ADD THE FOLLOWING AT THE END OF SUBCLAUSE 3.1:

"All manufactured materials supplied shall be new materials unless the contrary is specified. All materials specified to be in accordance with SANS Specifications shall bear the SANS mark, where such a mark is available for the type of product."

Add the following subclause to clause 3:

**PSAA3.3 Ordering of Materials**

The quantities set out in the Schedule of Quantities have been determined from calculations based on data available at the time and should therefore be considered to be only approximate quantities. The liability shall rest entirely and solely with the Contractor to determine, before ordering, the required types and quantities of the various materials required for the completion of the Works in accordance with the

Specifications and the Drawings issued to the Contractor for Construction purposes.
Any reliance placed by the Contractor on the estimated quantities stated in the Schedule of Quantities issued for biding purposes, or measurements made by the Contractor from the drawings issued for biding purposes, shall be entirely at the Contractor's risk and the Employer accepts no liability whatever in respect of materials ordered by the Contractor on the basis of Bid Documents."

## PSAA 5 CONSTRUCTION

### PSAA 5.2 PROTECTION OF EXISTING STRUCTURES

REPLACE" Machinery and Occupational Safety Act, 1983 (Act No 6 of 1983)" WITH "Occupational Health and Safety Act, 1993 (Act No 85 of 1993), as amended," AND INSERT THE FOLLOWING AFTER "(Act No. 27 of 1956)": "as amended".

### PSAA 5.2 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES

REPLACE THE HEADING AND THE CONTENTS OF SUBCLAUSE 5.4 WITH THE FOLLOWING:

### PSAA 5.2 LOCATION AND PROTECTION OF EXISTING SERVICES

PSAA 5.2.1 Location of existing services

Before commencing with any work in an area, the Contractor shall ascertain the presence and actual position of all services which can reasonably be expected by an experienced and competent contractor to be present on, under, over or within the Site.

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

Thereafter, the Contractor shall, by the use of appropriate methodologies, carefully expose the services at such positions as are agreed to by the Employer's Agent, for the purposes of verifying the exact location and position of the services. Where the exposure of existing services involves excavation to expose underground services, the further requirements of sub clauses 4.4 and 5.1.2.2 of SANS 1200 D (as amended) shall apply.

The aforesaid procedure shall also be followed in respect of services not shown on the plans but which may reasonably be anticipated by an experienced Contractor to be present or potentially present on the site.

All services, the positions of which have been determined as aforesaid at the critical points, shall henceforth be designated as 'known services' and their positions shall be indicated by the Contractor on a separate set of drawings, a copy of which shall be furnished to the Employer's Agent without delay.

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

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

(a) known services, anywhere along the entire lengths of their routes, as may reasonably be deduced from the actual locations at which their positions were verified as aforesaid, due cognizance being taken of such deviations in line and level which may reasonably be anticipated, and

(b) any other service which ought reasonably to have been a known service in accordance with the provisions of this clause.

The Contractor shall also be liable for consequential damage in regard to (a) and (b), whether caused directly by the Contractor's operations or by the lack of proper protection.
No separate payment will be made to the Contractor in respect of his costs of providing, holding available on the Site and utilising the said detecting and testing equipment, nor for any costs incurred in preparing and submitting to the Employer's Agent the Drawings as aforesaid. These costs shall be deemed included in the Contractor's other tendered rates and prices included in the Contract.

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

PSAA 5.2.2 Protection during construction

The Contractor shall take all reasonable precautions and arrange its operations in such a manner as to prevent damage occurring to all known services during the period which the Contractor has occupation and/or possession of the Site.

Services left exposed shall be suitably protected from damage and in such a manner as will eliminate any danger arising therefrom to the public and/or workmen, all in accordance with the requirements of the prevailing legislation and related regulations.

Unless otherwise instructed by the Employer's Agent, no services shall be left exposed after its exact position has been determined and all excavations carried out for the purpose of exposing underground services shall be promptly backfilled and compacted. In roadways, the requirements of subclause 5.9 of SANS 1200 DB should be observed. In other areas compaction is to be to 90% modified AASHTO density.

## PSAA 5.4 SAFETY

REPLACE THE CONTENTS OF SUBCLAUSE 5.4 WITH THE FOLLOWING:

"Pursuant to the provisions of the Conditions of Contract, and without in any way limiting the Contractor's obligations thereunder, the Contractor shall at his own expense (except only where specific provision (if any) is made in the Contract for the reimbursement to the Contractor in respect of particular items), provide the following:

"The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 37305 and Regulation Gazette No 10113 of 7 February 2014. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in Part C3: Scope of Works Project Specifications, Bill of Quantities and Drawings, as well as in the Employers' health and safety specifications (Regulation 5(1)(b) and baseline risk assessment (Regulation 5(1)(a) of the Construction Regulations 2014, which are bound in the Contract document/will be issued separately by the Employer.

The Contractor shall in terms of Regulation 7(1)(a) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

(a) Provide to its Employees on the site of the works, all safety materials, clothing and equipment necessary to ensure full compliance with the provisions of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) as amended (hereinafter referred to as the Act) at all times, and shall institute appropriate and effective measures to ensure the proper usage of such safety materials, clothing and equipment at all times;

(b) Provide, install and maintain all barricades, safety signage and other measures to ensure the safety of workmen and all persons in, on and around the site, as well as the general public;

(c) Implement on the site of the works, such procedures and systems and keep all records as may be required to ensure compliance with the requirements of the Act at all times;

(d) Implement all necessary measures so as to ensure compliance with the Act by all subcontractors engaged by the Contractor and their employees engaged on the works;

Full compliance with all other requirements pertaining to safety as may be specified in the Contract.

The Employer or his or her agent, appointed as contemplated in sub regulations 5(5) and 5(6) of Construction Regulations, 2014 shall undertake periodic audits at intervals mutually agreed between agent and Contractor, but at least once every 30 days (sub regulation 5(1)(o)).

The Employer and the Employer's Agent shall be entitled, although not obliged, to make such inspections on the site as they shall deem appropriate, for the purpose of verifying the Contractor's compliance with the requirements of the Act and Construction Regulations, 2014.

For these purposes, the Contractor shall grant full access to all parts of the Site, subject to any provision to grant access to the Contractor in terms of the Clause 4.8.1 of the Conditions of Contract for any portion of Site, and shall co-operate fully in such audits/inspections and shall make available for audit/inspection all such documents and records as the Employer's and/or Engineer's representative may reasonably require.

Where any such investigations reveal, or where it comes to the Employer's Agent's attention that the Contractor is in any way in breach of the requirements of the Act and Construction Regulations, 2014 or is failing to comply with the provisions of this clause, the Employer's Agent shall, in accordance with the provisions of Clause 5.11 in GCC 2015, be entitled to suspend progress on the works or any part thereof until such time as the Contractor has demonstrated to the satisfaction of the Employer's Agent, that such breach has been rectified.

The Contractor shall be deemed to have allowed for all costs associated with compliance with the Occupational Health and Safety Act, the Construction Regulations, 2014 and the approved Health and Safety Plan in the rates and amounts tendered under the Preliminary and General items.

The Contractor shall have no grounds for a claim against the Employer for extension of time and/or additional costs if the progress on the works or any part thereof is suspended by the Employer's Agent in terms of this clause, and the Contractor shall remain fully liable in respect of the payment of penalties for late completion in accordance with the provisions of Clause 5.13.1 GCC 2015 should the Contractor fail to complete the Works on or before the specified due completion date in consequence of the suspension.

Persistent and repeated breach by the Contractor of the requirements of the Act and Construction Regulations, 2014 shall constitute grounds for the Employer's Agent to act in terms of Clause 9.2.1.3.6 GCC 2015 and for the Employer to cancel the Contract in accordance with the further provisions of the said Clause 9.2 GCC 2015.

ADD THE FOLLOWING SUBCLAUSES TO CLAUSE 5:

**PSAA 5.6 SITE MEETINGS**

The Contractor or a competent and authorised agent (Clause 4.12.2 of the Conditions of Contract, GCC 2015) will be required to attend regular site meetings, which shall normally be held two times a month, Contract and Technical, respectively, on dates and at times determined by the Employer's Agent / Engineer, on whenever reasonably required by the Employer's Agent. Unless otherwise indicated in the Contract or instructed by the Employer's Agent, such meetings shall be held at the Contractor's offices on the site. At such monthly meetings, matters such as general progress on the works, quality of work, problems, claims, payments, safety and technical matters shall be discussed, but not matters concerning the day-to-day running of the Contract.

**PSAA 7 TESTING**

**PSAA 7.2 APPROVED LABORATORIES**

REPLACE THE CONTENTS OF SUBCLAUSE 7.2 WITH THE FOLLOWING:

"Unless otherwise specified in the relevant specification or elsewhere in the Project Specification, the following shall be deemed to be approved laboratories in which design work, or testing required in terms of a specification for the purposes of acceptance by the Employer's Agent of the quality of materials used and/or workmanship achieved, may be carried out:

(a) Any testing laboratory certified by the South African National Accreditation Systems (SANAS) in respect of the nature and type of testing to be undertaken for the purposes of the Contract;

(b) Any testing laboratory owned, managed or operated by the Employer or the Employer's Agent;

Any testing laboratory established and operated on the Site by or on behalf of the Employer or the Employer's Agent.

(c) Any other laboratory that the Employer's Agent approves in his absolute discretion."

## PSAA 8 MEASUREMENT AND PAYMENT

### PSAA 8.1 MEASUREMENT

PSAA 8.1.1 Method of measurement, all sections of the Schedule

DELETE THE WORDS "and South West Africa".

PSAA 8.1.2 Preliminary and General item or section

PSAA 8.1.2.1 Contents

REPLACE THE LAST SENTENCE OF SUBCLAUSE 8.1.2.1(b) WITH THE FOLLOWING:

"Separate items will be scheduled to cover the fixed, value-related and time-related components of the Contractor's preliminary and general costs (Clause 1.1.1.21 of the Conditions of Contract 2015) in respect of:

(a) Construction Work Permit process period (if applicable):

The actual number of days that the Employer or his agent (in terms of the Construction Regulations, 2014) takes to process and issue the instruction to commence with the Works (Clause 5.3.3.2 of the Conditions of Contract, from the date of submission of the documentation referred to in Clause 5.3.1 of the Conditions of Contract."

PSAA 8.1.2.2 Tendered sums

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"Except only where specific provision is made in the Specifications and/or the Schedule of Quantities for separate compensation for any of these items, the Contractor's tendered sums under items PSAA 8.3 and PSAA 8.4 shall collectively cover all charges for:

- risks, costs and obligations in terms of the Conditions of Contract and of this standardized specification;
- compliance with the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the Construction Regulations, 2014, the Employer's Health and Safety Specification and the; approved Health and Safety Plan;
- head-office and site overheads and supervision;
- profit and financing costs;
- expenses of a general nature not specifically related to any item or items of the permanent or temporary work;
- providing such facilities on site as may be required by the Contractor for the proper performance of the Contract and for its personnel, including, but without limitation, providing offices, storage facilities, workshops, ablutions, services such as water, electricity, sewage and rubbish disposal, access roads and all other facilities required, as well as for the maintenance and removal on completion of the works of these facilities and cleaning-up of the site of the Contractor's establishment and reinstatement to not less than its original condition, and
- providing the facilities for the Employer's Agent and his staff as specified in the Contract and their removal from the site on completion of the Contract."

### PSAA 8.2 PAYMENT

PSAA 8.2.1 Fixed-charge and value-related items

REPLACE THE CONTENTS OF SUBCLAUSE PSAA 8.2.1 WITH THE FOLLOWING:

PSAA 8.2.1.1 Fixed-charge items

"Payment of fixed charges in respect of item 8.3.1 will be made as follows:

(a) EIGHTY PER CENT (80%) of the sum tendered will be paid when the facilities have been provided and approved;

(b) The remaining TWENTY PER CENT (20%) will be paid when the works have been completed, the facilities have been removed and the site of the Contractor's establishment has been cleared, cleaned and approved by the Employer's Agent in accordance with the provisions of the Contract.

No adjustment will be made to the sum tendered in respect of item 8.3.1 should the value of the works finally executed or the time for completion vary in any way from that specified in the tender.

PSAA 8.2.1.2 Value-related items

Payment for the sum tendered under item 8.3.2 will be made in three separate instalments as follows:

(a) The first instalment, which is 40% of the sum, will be paid when the Contractor has fulfilled all his obligations to date under this specification, the General Conditions of Contract and the Contract Data GCC 2015, and when the value of work certified for payment, excluding materials on site and payments for preliminary and general items, is equal to not less than 5% of the total value of the work listed in the Schedule of Quantities.

(b) The second instalment, which is 40% of the sum, will be made when the amount certified for payment, including retention moneys but excluding this second instalment, exceeds 50% of the tender sum.

(c) The final payment, which is 20% of the sum, will be made when the works have been certified as completed and the Contractor has fulfilled all his obligations to date under this Specification, the General Conditions of Contract and the Contract Data (GCC 2015)

Should the value of the measured work finally completed be more or less than the tender sum, the sum tendered under item PSAA 8.3.2 will be adjusted up or down in accordance with the provisions of Clause 6.11 GCC 2015, and this adjustment will be applied to the third instalment."

PSAA 8.2.2 Time-related items

REPLACE THE CONTENTS OF SUBCLAUSE 8.2.2 WITH THE FOLLOWING:

"Subject to the provisions of subclauses 8.2.3 and 8.2.4, payment under item PSAA 8.4.1 (time-related item) will be made monthly in equal amounts, calculated by dividing the sum tendered for the item by the tendered Contract period in months, provided always that the total of the monthly amounts so paid for the item is not out of proportion to the value of the progress of the Works as a whole."

Only payment under this item will be entertained for any compensation leading from an extension of time claim the Contractor wish to make in terms of Clauses 5.12 and 10.1 of the Conditions of Contract. The only exception will be changes to the nature of work or execution strategy which has occurred after the tender has been issued and has not been recorded in the contract prior to appointing the Contractor."

**PSAA 8.3 SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS**

REPLACE THE CONTENTS OF SUBCLAUSE 8.3.1 WITH THE FOLLOWING:

PSAA 8.3.1 Fixed preliminary and general charges Unit: sum

The sums tendered shall include full compensation for all fixed-charge preliminary and general charges as described in subclause PSAA 8.1.2.2. Payment will be made as described in subclause PSAA 8.2.1.1.

PSAA 8.3.2 Value-related preliminary and general charges Unit: sum

The sums tendered shall include full compensation for all value-related preliminary and general charges as described in subclause PSAA 8.1.2.2. Payment will be made as described in subclause PSAA 8.2.1.2."

**PSAA 8.4 SCHEDULED TIME-RELATED ITEMS**

REPLACE THE CONTENTS OF SUBCLAUSE 8.4 WITH THE FOLLOWING:

PSAA 8.4.1 Time-related preliminary and general charges Unit: sum

The sum tendered shall include full compensation for all time-related preliminary and general charges as described in subclause PSAA 8.1.2.2. Payment will be made as described in subclause PSAA 8.2.2."

**PSAA 8.5 DAYWORK**

REPLACE THE CONTENTS OF SUBCLAUSE 8.5 WITH THE FOLLOWING:

"Measurement and payment shall be in accordance with the provisions of Clause 6.5 (GCC 2015)

**PSAA 8.8 TEMPORARY WORKS**

Replace item 8.8.4 with the following:

PSAA 8.8.4 Location and protection of existing services

Where particular items are provided in other sections of the SCHEDULEs the costs of detection, exposure, protection and alterations shall be covered by such particular items. Where no such particular items are provided and where there is reason to expect the presence of such a service or services, the following items will apply:

PSAA 8.8.4.2 Hand excavation necessary for locating and exposing existing services in all materials:

In Excavations Unit: $m^3$
In Pole holes Unit: $m^3$

The rates shall cover the cost of excavating by means of hand tools within authorised dimensions, for all precautionary measures necessary to protect the services from damage during excavation and backfilling and for subsequent backfilling and compacting. Compaction of material in all areas except in roadways shall be to 93% of modified AASHTO density.

The rate for hand excavation in Excavation and Pole holes shall also include compensation for compacting excavated or selected backfill material to 100% of modified AASHTO density. Reinstating layer works and surfacing shall be measured and paid for under SANS 1200 DB.

The tendered rates shall also include for keeping excavations safe, for dealing with surface and subsurface water and for removal of surplus excavated material from the site."

ADD THE FOLLOWING ITEMS:

**PSAA 8.8.5 DEALING WITH WATER**

Dealing with subsurface water Unit: Sum
Dealing with surface water Unit: Sum

The sum shall cover the cost for the provision, operation, maintaining and removal of all plant and materials required to deal with any water anywhere on the Site as required in terms of Subclause 5.1.3 of SANS 1200 D and Subclause 5.1.2 of SANS 1200 DB. No additional payment will be made for "Special water hazards".

The sum shall cover the cost of providing the necessary plant or materials, or both, fully erected and operative on the Site, the cost of operating and maintaining pumps, well points, sheeting, close timbering, and other equipment, as applicable, for 24 hours a day, 7 days a week, throughout the period during which the facilities are required, and the cost of removing such goods and restoring the Site to its original condition on completion of that part of the project for which the temporary works were erected.

Two equal payments will be made, one with the first and the other with the last payment certificate.

**PSAA 8.6 TAKING OWNERSHIP OF WAYLEAVES Unit: sum**

The tendered sum shall include full compensation to the Contractor for all the costs involved in obtaining all the necessary wayleaves required on the contract.

**PSAA 8.7 COMPLIANCE WITH OHS ACT, CONSTRUCTION REGULATIONS, 2014 AND OHS SPECIFICATION Unit: varies**

The costs of whatever nature to comply with the Health and Safety requirements including COVID-19 compliance for the project as stated in Clause C3.6.1, the Health and Safety Specification included in the Annexures of this document and the Construction Regulations, 2014 shall be covered under this item as shown in the Schedule of Quantities.

**PSAA 8.8 CONTRACT NAMEBOARDS Unit: No**

The tendered sum shall include full compensation to the Contractor for all the costs involved in the supply, installation and maintaining of contract nameboards as shown on the drawings, including the removal of the boards at the end of the contract period.

**PSAA 8.9 MISCELLANEOUS ITEMS**

An item which, in the payment clause column of the Bill of Quantities, refers to this clause, will be measured in the unit scheduled.

The sum or rate for such item shall cover the cost of all materials, labour and plant required to execute and complete the work as specified, described in the Bill of Quantities or shown on the drawing(s).

**PSAA 8.10 ENVIRONMENTAL MANAGEMENT AND COMPLIANCE Unit: sum**

The costs of whatever nature for complying with the obligations of Environmental Management Specification and Authorisation (Annexure A) and the amendments to the Particular Specification included in Part C3.4.6 will be deemed to be covered by the sums tendered for the respective items in Schedule 1 of the SCHEDULE of Quantities. Further information is provided in section C3.4.2.5.
This sum will be paid to the Contractor in equal monthly amounts subject to proper/substantial compliance and will need to cover the following items:

Provision of venue and staff attendance at the environmental awareness training course
Method Statements
All other requirements of the environmental management specification
Work required by the Project Specification
Provision of an Environmental Site Officer

**PSAA 8.11 QUALITY MANAGEMENT PLAN Unit: sum**

The costs of whatever nature for providing the Quality Management Plan as specified in Part C3.4.2.5 (K) will be deemed to be covered by the sums tendered for the respective items in Section A of the Schedule of Quantities.
This sum will be paid to the Contractor in equal monthly amounts subject to proper/substantial compliance.

**PSAA 8.12 PROVISION OF SECURITY PERSONNEL Unit: sum**

The costs of whatever nature for providing security personnel the Contractor deems appropriate, taking cognisance of the location of the site, will be deemed to be covered by the sums tendered for the respective items in Section A of the SCHEDULE of Quantities.
This sum will be paid to the Contractor in equal monthly amounts subject to proper/substantial compliance.

**PSAA 8.13 PAYMENT FOR EXTENSION OF TIME Unit: day**

The contractor shall submit an all-inclusive (excluding VAT) rate to carry all costs incurred for extensions of time granted, as per the amended GCC Clause 5.12.3.

**PSAA 8.14 Re-establishment of Contractor's site, facilities, plant and staff to perform final testing, commissioning, decommissioning and all other outstanding and related works Unit: Sum**

This item only applies in the event of a delay in the testing and commissioning of the Works and resultant delay in the commencement of the Defects Liability Period from causes not attributable to the Contractor. This item and all associated activities can only be executed upon written instruction from the Employer's Agent.

The rate shall include all costs, including overheads and profits that the Contractor might incur in re-establishing his site for the completion of the Works. Items to be allowed for are covered under PSAA 8.1, PSAA 8.2, PSAA 8.3.1, PSAA 8.3.2, and SANS 1200A Clauses 8.3.2.3, 8.3.2.2, 8.3.3 (as amended)

Section C3.4.2 provides further details on site establishment and the sequencing of events to complete the works, testing, commissioning and hand-over. In estimating the cost of re-establishment, the Contractor is to only take the remaining scope of works into consideration.

**PSAA 8.15 Works Insurances and Guarantees Unit: day**

This item only applies in the event of a delay. This is applicable for the period between de-establishment and establishment to complete the delayed works.

The rate shall include all costs to cover the Contractors costs for providing sureties, insurance of works and plant, third party or public liability insurance and unemployment insurance to cover his compliance of the workman's compensation act, 1941 (Act no 30 of 1941) and any other initial financing obligations of preliminary and general nature.

**PSAA 8.16 Completion of all activities delayed by other Contractors, including testing and commissioning of the Works Unit: Weeks**

This item only applies in the event of a delay in the testing and commissioning of the Works and resultant delay in the commencement of the Defects Liability Period from causes not attributable to the Contractor. This item and all associated activities can only be executed upon written instruction from the Employer's Agent.

The rate shall allow for any additional cost and profit required per calendar week in the event of a delay and include all costs, including overheads, that the Contractor might incur in operating and maintaining his site for the completion of the Works. Items to be allowed for are covered under PSAA 8.1, PSAA 8.2, PSAA 8.4.1, PSAA 8.8.2, PSAA 8.8.7, PSAA 8.8, PSAA 8.10, PSAA 8.11, PSAA 8.12, SANS 1200 Clauses 8.4.2.2, 8.4.2.3, 8.4.2.3, 8.8.1, 8.4.3, 8.4.4, 8.4.5, 8.4.2.1.

Costs also need to include for the operating and maintaining of the Employer's Agent's original facilities and the Main Access Road to the Site.

Section C3.4.2 provides further details on the sequencing of events to complete the works, testing, commissioning and hand-over. In estimating the cost of running the site, the Contractor is to only take the remaining scope of works into consideration.

For the duration of these activities, no payment will be entertained under item PSAA 8.17.

**PSAA 8.17 HIV / AIDS AWARENESS AND EDUCATION Unit: varies**

The costs of whatever nature to comply with the HIV/AIDS Awareness and Education for the project as stated in Clause C3.6.6 of this document shall be covered under this item as shown in the Schedule of Quantities.

**PSC SITE CLEARANCE**

**PSC 3 MATERIALS**

**PSC 3.1 DISPOSAL OF MATERIAL**

ADD THE FOLLOWING:

"The Contractor shall obtain his own dumping sites for the disposal of material, and all transport costs shall be included in the rates tendered for site clearance."

**PSC 5 CONSTRUCTION**

**PSC 5.1 AREAS TO BE CLEARED AND GRUBBED**

ADD THE FOLLOWING:

"Storage shed Area shall be cleared to a distance of 1,5 m all around. Land Surveyors pegs or markers shall not be destroyed or damaged during clearing operations."

**PSC 5.2 CUTTING OF TREES**

PSC 5.2.3 Preservation of trees

PSC 5.2.3.2 Individual trees

REPLACE THE LAST SENTENCE WITH THE FOLLOWING:

"An amount of R500.00 will be deducted from moneys due to the Contractor as a penalty for every tree that is damaged or removed unnecessarily."

**PSC 5.5 RE-CLEARING OF VEGETATION**

ADD THE FOLLOWING:

"When areas have to be re-cleared on the written instructions of the Employer's Agent / Engineer, such re-clearing shall be carried out at the Contractor's own cost and the Contractor is therefore advised not to clear the areas too soon."

**PSC 8 MEASUREMENT AND PAYMENT**

**PSC 8.1 BASIC PRINCIPLES**

Add the following

"Levels to be used for earthworks quantity calculations will be surveyed once the clearing operation has been completed."

**PSDA EARTHWORKS**

**PSDA 2 INTERPRETATIONS**

**PSDA 2.1 SUPPORTING SPECIFICATIONS**

REPLACE SUBCLAUSE 2.1.2 WITH THE FOLLOWING:

PSDA 2.1.2 “Any of the other SANS 1200 specifications may form part of the Contract documents."

**PSDA 2.3 DEFINITIONS**

REPLACE THE WORD AND THE DEFINITION FOR "Borrow" WITH THE FOLLOWING:

"Borrow material: Material, other than material obtained from excavations required for the works, obtained from sources such as borrow pits or the authorised widening of excavations. 'Borrow' shall have a corresponding meaning."

REPLACE THE DEFINITION FOR "Specified density" WITH THE FOLLOWING:
"Specified density: The specified dry density expressed as a percentage of modified AASHTO dry density."

REPLACE THE DEFINITION FOR "Stockpile" WITH THE FOLLOWING:

"Stockpile (verb): The process of selecting and, when necessary, loading, transporting and off-loading material in a designated area for later use for a specific purpose"

ADD THE FOLLOWING DEFINITIONS:

"Commercial source: A source of material provided by the Contractor, not the Employer, and including any borrow pit, provided by the Contractor

Fill: An embankment or terrace constructed of material obtained from excavations or borrow pits. In roads it includes the earthworks up to the underside of the selected subgrade level.

Fill (material): Material used for the construction of an embankment or terrace

Roadbed: The natural in situ material on which the fill or, in the absence of fill, the pavement layers are constructed"

## PSDA 3 MATERIALS

### PSDA 3.1 CLASSIFICATION FOR EXCAVATION PURPOSES

PSDA 3.1.1 Method of classifying

ADD THE FOLLOWING:

"The classification of material other than 'soft excavation' shall be agreed upon before excavation may commence.

The Contractor shall immediately inform the Employer's Agent/ Engineer if and when the nature of the material being excavated changes to such an extent that a new classification is warranted for further excavation. Failure on the part of the Contractor to advise the Employer's Agent in good time shall entitle the Employer's Agent to reclassify, at his discretion, such excavated material."

### PSDA 3.3 SELECTION

ADD THE FOLLOWING SUBCLAUSE:

PSDA 3.3.3 Selection in borrow pits and excavations

Approval of a borrow area for a certain purpose does not necessarily mean that all the material in that area is suitable for the specified purpose. What it does mean is that the borrow area contains some suitable material. The onus shall rest on the Contractor to ensure that only material that is indeed suitable is removed and used for the specified purpose.

When the Contractor has to select excavated material for a specific purpose, the above provisions relating to borrow areas shall apply mutatis mutandis to excavations.

The Contractor shall not waste or contaminate material that has been selected for a specific purpose."

## PSDA 5 CONSTRUCTION

### PSDA 5.1 PRECAUTIONS

PSDA 5.1.1 Safety

PSDA 5.1.1.1 Barricading and lighting

REPLACE "Machinery and Occupational Safety Act, 1983 (Act 6 of 1983)" WITH "Occupational Health and Safety Act, 1993 (Act 85 of 1993)".

PSDA 5.1.1.2 Safeguarding of excavations

REPLACE "Machinery and Occupational Safety Act" WITH "Occupational Health and Safety Act, 1993 (Act 85 of 1993)".

PSDA 5.1.1.3 Explosives

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"The use of explosives is prohibited on this project."

**PSDA 5.2 METHODS AND PROCEDURES**

PSDA 5.2.2 Excavation

PSDA 5.2.2.1 Excavation for general earthworks and for structures

ADD THE FOLLOWING TO PARAGRAPH (b):

"When the nature of the material precludes the above procedure, additional excavations shall be carried out to provide working space for the erection of formwork. In general, payment will be made for excavating a working width of 600 mm, but the Contractor may excavate a greater working width at no additional cost to the Employer."

REPLACE THE FIRST SENTENCE OF PARAGRAPH (e) WITH THE FOLLOWING:

"Where excavations have been carried below the authorised levels, the Contractor shall backfill such excavations to the correct level with approved gravel compacted to 90% of modified AASHTO density or to the density of the surrounding material, whichever is the higher density.

Where excavations for structures have been carried out in hard material, the Employer's Agent may direct that over-excavation be backfilled with weak concrete if there is a danger of settlement or differential settlement of the foundations.

Where the sides of excavations against which concrete is to be cast have been over-excavated or have collapsed partially, the Contractor shall retrim the excavations if necessary and, unless other remedial measures are agreed to by the Employer's Agent, shall cast the concrete for the structure, including the additional concrete that may be required as a result of the over-excavation or partial collapse. The cost of the additional concrete or remedial measures shall be for the Contractor's account."

**PSDA 7 TESTING**

PSDA 7.2 TAKING AND TESTING OF SAMPLES

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"The Contractor shall arrange with the approved independent laboratory engaged by the Contractor in terms of C3.4.2.5(b) of the Project Specifications to carry out sufficient tests on a regular basis as agreed between him and the Employer's Agent to determine whether the degree of compaction, and, where applicable, the quality of materials used, comply with the Specifications and shall submit the results of these tests to the Employer's Agent in a form approved by him.

The compaction requirements for fills shall be deemed complied with when at least 75% of the dry-density tests on any lot show values equal to or above the specified density and when no single value is more than five percentage points below the specified value."'

**PSGA CONCRETE (STRUCTURAL)**

**PSGA 3 MATERIALS**

General

Construction joint:

A joint required on account of constraints or convenience in he method of construction and that is not a movement, contraction or expansion joint.

Extender:

Material which, when placed with Portland Cement, has a cementing property and is used as a portion of the cement in the concrete mix for economic reasons or for the chemical pr physical properties (or both) that it gives to the concrete mix.

Cementitious binder (also referred to as binder):

Common cement that complies with requirements of SANS 50197-1, and blends of certain types of common cement and cement extenders that comply with the requirements of SANS 55167-1 (2011), SANS 50450-1&2 (2011), SANS 53263-1&2 (2011) and SANS 509934-2&6 (2011) as applicable.

Water/cement ratio:

Ratio (by mass) of the water to the cementitious binder in a concrete mix.

Immediate protection of concrete:

The prevention of moisture loss from the concrete from the time of compaction until full wet-curing is possible.

**PSGA 3.2 CEMENT**

PSGA 3.2.2 Storage of cement

ADD THE FOLLOWING:

"Cement shall not be stored for longer than 12 weeks without the Employer's Agent's permission."

**PSGA 3.4 AGGREGATES**

PSGA 3.4.3 Storage of aggregates

ADD THE FOLLOWING:

"When aggregates of different chloride content are stored on the Site, their use in the various classes of concrete shall be strictly controlled."

ADD THE FOLLOWING SUBCLAUSES:

**PSGA 4.4 FORMWORK**

PSGA 4.4.1 Design

ADD THE FOLLOWING:

"All formwork or scaffolding required for any part of the Works shall be designed by the Contractor, and before commencing with the erection of any formwork or scaffolding, the Contractor shall submit the methods he proposes to use to the Employer's Agent for approval. The Employer's Agent has the authority to order alterations to the design or the sizes of any part of the formwork or scaffolding. The Contractor shall check the safety and suitability of all such alterations. The fact that the Employer's Agent has approved or altered any part of the formwork of scaffolding shall not be construed as relieving the Contractor of his responsibility with regard to the strength and stability of the formwork or scaffolding."

PSGA 4.5.3 Ties

ADD THE FOLLOWING:

"No plugs, bolts, ties or clamps of any description used to hold the formwork will be allowed to project into or through the concrete unless expressly approved by the Employer's Agent.

Only approved tie-rods consisting of solid rods (that remain embedded in the concrete) and with removable ends shall be used to hold the formwork of the walls. The removable tie-rod ends shall facilitate removal without damage to the concrete, and no permanently embedded parts of such tie-rods shall have less than 50 mm of cover to the finished concrete surface.

The cavities left in the concrete when the tie-rod end cones are removed shall be soundly caulked with a cement mortar to which an approved shrinkage-reducing agent has been added, and shall be neatly finished to a smooth surface uniform with that of the surrounding concrete.

The cost of supplying special tie-rods as well as the filling of cavities left by the tie-rod cones shall be included in the rates tendered for formwork under the appropriate pay items.

On no account shall formwork be secured to reinforcing bars."

**PSGA 5 CONSTRUCTION**

**PSGA 5.1 REINFORCEMENT**

PSGA 5.1.2 Fixing

ADD THE FOLLOWING:

"The Employer's Agent will inspect the reinforcing after it has been fixed in place, the formwork has been cleaned, cover blocks have been positioned, and before concreting commences.

Welding of reinforcing steel will not be permitted."

PSGA 5.1.3 Cover

ADD THE FOLLOWING:

"The distance between pipes in the concrete and the reinforcing steel shall nowhere be less than 40 mm or 5 mm plus the maximum size of the coarse aggregate, whichever is the largest, unless otherwise specified on the drawings."

**PSGA 5.2 FORMWORK**

PSGA 5.2.1 Classification of finishes

(c) Special

ADD THE FOLLOWING:

"This finish is obtained by first giving the surface a smooth finish with the joints between formwork panels forming an approved regular pattern suitable for the appearance of the structure. All projections shall then be removed, irregularities repaired and the surface rubbed or otherwise treated until it is smooth with an even texture, appearance and colour.

If the finish of exposed surfaces does not comply with the requirements for uniformity of the texture and appearance, the Contractor shall, when instructed to do so by the Employer's Agent, rub down the exposed surfaces of the entire structure or any part thereof as specified below, entirely at his own cost. All repairs must be completed before the rubbing commences.

The surface shall be saturated with water for at least one hour. The initial rubbing of the face shall be carried out with a medium coarse carborundum stone together with a small amount of mortar of the same cement/sand ratio as the concrete being repaired. Rubbing shall continue until all form marks, projections and irregularities have been removed and a uniform surface has been obtained. The paste

produced by the rubbing shall be kept in place. The final rubbing shall be carried out with a fine carborundum stone and water. This rubbing shall continue until the entire surface has a smooth, even texture and is uniform in colour. The surface shall subsequently be washed with a brush to remove surplus paste and powder."

PSGA 5.2.2 Preparation for formwork

ADD THE FOLLOWING:

"Construction joints shall be positioned as shown on the Drawings."

PSGA 5.2.3 Removal of formwork

ADD THE FOLLOWING SUB SUBCLAUSE:

PSGA 5.2.3.4 The Contractor shall make provision for the continued support of beams and slabs while the formwork is being removed and/or for back propping of beams and slabs."

**PSGA 5.4 CONCRETE**

PSGA 5.4.7 Curing and protection

ADD THE FOLLOWING:

Concrete will not be paid for unless properly cured and proof of curing is continuously visible on Site. The cost of immediate protection and curing shall be deemed to be included in the rates for concrete.

The contractor is to pay special attention to both the immediate protection and long-term curing of the concrete for the various element.

Curing compounds will not be accepted as a stand-alone system for the immediate protection of concrete. Only resin-based curing compounds complying with ASTM C309 type 1 or 2 Class B will be accepted where approved by the Engineer.

Where accepted, the curing compound shall be applied within 30 minutes of the stripping of formwork or, in the case of unformed surfaces, after a minimum 48 hours of immediate protection. It shall preferably be applied by spraying and the rate of application shall be strictly in accordance with the manufacturer’s recommendations. A method of monitoring the area to which curing compound has been applied and the application arte shall be as approved by the Engineer and rigidly applied by the Contractor.

Surfaces of joint rebates, where elastomeric sealant is to be applied, shall be protected from contamination by curing compound by the of masking tape.

PSGA 5.5.10 Concrete surfaces

ADD THE FOLLOWING SUB SUBCLAUSES:

PSGA 5.5.10.4 Where the surfaces of the concrete are to be additionally hardened or protected the positions of such surfaces and the method to be used will be shown on the Drawings and will be scheduled. Materials or products with a ferrous content will not be allowed.

## PSGA 7 TESTS

### PSGA 7.1 FACILITIES AND FREQUENCY OF SAMPLING

PSGA 7.1.1 Facilities

ADD THE FOLLOWING:

"The Contractor shall provide sufficient storage capacity for the concrete cubes and shall arrange to have them tested by an approved laboratory.

The cost of all testing, including the cost of sampling, storage and transport of samples shall be included in the rates tendered for concrete work."

### PSGA 7.3 ACCEPTANCE CRITERIA FOR STRENGTH CONCRETE

ADD THE FOLLOWING:

"Test results obtained from the supplier of ready-mixed concrete will not be accepted for evaluation in terms of Subclause 7.3, but samples for testing shall be taken of such concrete at the point of placing."

### PSGA 8.4 SCHEDULED CONCRETE ITEMS

PSGA 8.4.3 Strength concrete:

ADD THE FOLLOWING AFTER THE LAST SENTENCE:

“In the case of structural floor screeds, the unit of measurement shall be the square metre and the average thickness and proportions will be stated.”

REPLACE "Unit: m³" WITH "Unit: m³, m²"

PSGA 8.4.4 Unformed surface finishes:

Wood-floated finishes

ADD THE FOLLOWING SUBITEM:

"(i) Extra over subitem (b) for special finishing tolerances to top of outside ringwalls as specified Unit: m²

The quoted rate shall include full compensation for the additional cost of finishing the ringwalls to closer tolerances as specified on the drawings and in clause PSGA 6.2.3 (i)."

### PSGA 8.5 JOINTS

REPLACE "Unit: m” with “Unit: m or m²".

ADD THE FOLLOWING ITEMS:

### PSGA 8.9 MISCELLANEOUS WORK OTHER THAN METAL WORK Unit: as scheduled

Separate items will be scheduled for each type of miscellaneous work.

The tendered rates shall include full compensation for providing all labour, materials and equipment required to carry out the work, for all preparatory work, for constructing the work scheduled in a workmanlike manner and for finishing-off and cleaning up when the work has been completed.

# PART C3.5 : PARTICULAR SPECIFICATIONS

# SECTION C3D

# PROJECT PARTICULAR SPECIFICATIONS

# C 3D

# PARTICULAR SPECIFICATION

# STOCK FENCES

**CONTENTS**


PARTICULAR SPECIFICATION – STOCK FENCES ..... 144

PPS STOCK FENCING (SF) ..... 144

**PPS SF1 SCOPE** ..... 144

**PPS SF2 SUPPORTING SPECIFICATIONS** ..... 144

**PPS SF3 MATERIALS AND DIMENSIONS** ..... 144

*PPS SF3.1 CORNER-, STRAINING-, ANCHOR-, GATE POSTS AND BRACES* ..... *144*

*PPS SF3.2 STANDARDS* ..... *144*

*PPS SF3.3 DROPPERS* ..... *144*

*PPS SF3.4 WIRE* ..... *145*

*PPS SF3.5 WIRE NETTING* ..... *145*

*PPS SF3.6 GATES* ..... *145*

*PPS SF3.7 TIMBER POSTS FOR WIRE MATS* ..... *145*

*PPS SF3.8 MANUFACTURING TOLERANCES FOR WIRE* ..... *145*

**PPS SF4 CLEARING THE FENCE LINE** ..... 146

**PPS SF5 CONSTRUCTION** ..... 146

*PPS SF5.1 POSTS* ..... *146*

*PPS SF5.2 BRACES* ..... *146*

*PPS SF5.3 MEANS FOR ATTACHING FENCING WIRES TO POSTS, STANDARDS AND DROPPERS* 146

*PPS SF5.4 UNROLLING AND TENSIONING OF FENCING WIRES* ..... *147*

*PPS SF5.5 GATES* ..... *147*

*PPS SF5.6 CLOSING OPENINGS UNDER FENCES* ..... *147*

**PPS SF6 EXISTING FENCES** ..... 148

**PPS SF7 REQUIREMENTS FOR THE FENCE** ..... 148

*PPS SF7.1 DESIGN* ..... *148*

*PPS SF7.2 ERECTION* ..... *149*

*PPS SF7.3 WORKMANSHIP* ..... *150*

**PPS8 MEASUREMENT AND PAYMENT** ..... 151

*PPS SF8.1 Clearing the fence line, 2m wide strip ……..(m)* ..... *151*

*PPS SF8.2 Supply and construct 1,2 m high new stock fence line ……..(m)* ..... *151*

*PPS SF8.3 Corner-, Straining- and Anchor posts ……..…… number (No)* ..... *151*

*PPS SF8.4 Gate posts ……..…… number (No)* ..... *152*

*PPS SF8.5 Gates (size and type indicated) …….. number (No)* ..... *152*

*PPS SF8.6 Dismantling existing fence…… metre (m)* ..... *152*

*PPS SF8.7 Closing of openings through dongas and rivers-Square metre (m²)* ..... *152*

*PPS SF8.8 Blasting holes for posts and anchors …… number (No)* ..... *152*

*PPS SF8.9 Posts fixed horizontally to the bottom of wire mesh …….metre (m)* ..... *153*

*PPS SF8.10 Miscellaneous Items* ..... *153*

## PARTICULAR SPECIFICATION – STOCK FENCES

### PPS STOCK FENCING (SF)

#### PPS SF1 SCOPE

This specification covers the dismantling of existing fences as directed by the engineer and the requirements for the erection of new 9,4 km high stock-proof 9-strand fence consisting of barbed- and high tensile steel wire where indicated on the drawings or as directed by the engineer.

This section also covers the stacking of the fencing material of dismantled fences.

#### PPS SF2 SUPPORTING SPECIFICATIONS

The specification shall be read in conjunction with the following latest issues of the following standards published by the South African Bureau of Standards.

SABS 1200 A “General”
SABS 1200 AB “Engineers Office”
SABS 1200 C “Site Clearance”
SABS 1200 D “Earthworks”
SANS 675 “Galvanized fencing wire”

#### PPS SF3 MATERIALS AND DIMENSIONS

PPS SF3.1 CORNER-, STRAINING-, ANCHOR-, GATE POSTS AND BRACES

Corner-, Straining-, Anchor-, Gate Posts and Braces shall be wooden poles and of quality suitable for fencing and to the size indicated on the drawings.

Posts and Braces shall be treated and bearing the SABS mark. SABS 1288 (Copper-chrome arsenate treated timber) or SABS 05 (Creosote treated timber).

Corner-, Straining-, Anchor- and Gate Posts shall have a length of 2400 mm and a top diameter of between 125 to 150mm.

Braces shall have a length of minimum 1800 mm and a top diameter of between 100 to 125 mm.

PPS SF3.2 STANDARDS

Standard shall be wooden line poles and have a length of 2400 mm with top diameter of 100 to 125mm. They shall be treated and bearing the SABS mark. SABS 1288 (Copper-chrome arsenate treated limber) or SABS 05 (Creosote treated timber)

PPS SF3.3 DROPPERS

Droppers shall be wooden droppers and have a length of 1450 mm. They shall be treated. SABS 1288 (Copper-chrome arsenate treated limber) or SABS 05 (Creosote treated timber)

PPS SF3.4 WIRE

(i) Barbed wire

Barbed wire shall comply with the requirements of SABS 675 and shall be of the following type:

Mild-steel-grade fully galvanized zinc-coated double-strand uni-directional twist wire, each strand 2,00 mm in diameter, for use at any height above ground.

Barbs shall be manufactured from 1,6mm fully galvanized zinc-coated mild steel wire and shall be spaced at not more than 150 mm.

(ii) Smooth wire

The wire shall be Class A galvanized and comply with the requirements of SABS 675 and shall be of the type specified below:

Anchor wire shall be 4,00 mm diameter fully galvanized zinc-coated mild steel wire.

Tying wire shall be 2,00 mm diameter mild-steel fully galvanized zinc-coated wire for tying fencing wire to standards and droppers and 1,6 mm mild-steel fully galvanized zinc-coated wire for tying netting and mesh wire to the fencing wire.

PPS SF3.5 WIRE NETTING

Wire netting shall be fully galvanized mild-steel wire with a minimum diameter of 1,8 mm, with 75 mm hexagonal mesh.

The width shall be as shown on the drawings.

PPS SF3.6 GATES

Gates shall be manufactured to the dimensions and details shown on the drawings. Gates shall be manufactured of mild steel tubing having continuously welded seams.

The frame shall be of tubing of bore 42 mm and wall thickness of 2,0 mm in the case of main frame members, and of a bore 22 mm and wall thickness of 2,0 mm in the case of bracing members. The width of each gate shall be as shown on the drawings.

Gates shall be complete in every respect, including hinges, washers, bolts and locking chains attached to the gate.

Gates shall be zinc-coated as specified in SABS 763 for class B1 articles.

PPS SF3.7 TIMBER POSTS FOR WIRE MATS

Timber posts for holding down wire mats where the fence crosses streams shall comply with the requirements of SABS 457.

PPS SF3.8MANUFACTURING TOLERANCES FOR WIRE

The actual diameter of wire supplied shall equal the specified diameter subject to the appropriate tolerance given in SABS 675.

## PPS SF4 CLEARING THE FENCE LINE

The fence line shall be cleared over a width of at least 1 m on each side of the centre line of the fence and surface irregularities shall be graded so that the fence will follow the general contour of the ground. Clearing the line shall include the removal of all trees, scrub, stumps, isolated boulders or stones and other obstructions which will interfere with the construction of the fence. Stumps within the cleared space shall be grubbed. The bottom of the fence shall be located at a uniform distance above the ground line in accordance with the requirements shown on the drawings. All material removed shall be burnt or disposed of in disused borrow pits.

All existing fences shall be dismantled and material suitable for re-use shall be coiled and stacked, including posts and wire and moved to a designated area indicated by the Engineer.

## PPS SF5 CONSTRUCTION

PPS SF5.1POSTS

A post shall have no damaged marks on it and shall not be cut to length after it was treated with a preservative chemical or creosote.

PPS SF5.2BRACES

Braces shall have no damaged marks on it and shall not be cut to length after it was treated with a preservative chemical or creosote.

PPS SF5.3MEANS FOR ATTACHING FENCING WIRES TO POSTS, STANDARDS AND DROPPERS

At all straining posts at terminal points, gates, corners, bends and other specified positions, the fencing wire shall be securely wrapped twice around the post and secured against slipping by tying the end tightly around the wire by means of at least six snug tight twists.

Where high-tensile wire is used, two long twists may first be made followed by the six tight, snug twists around the post to prevent the wire from breaking at the first twist. When smooth wire is used, the loose end shall preferably be bent over and hooked into the notch between the fencing wire and the first twist.

Splices in the fencing wire shall be permitted if made in the following manner with a splicing tool. The end of each wire at the splice shall be taken at least 75 mm past the splicing tool and wrapped snugly around the other wire by not less than six complete turns with the two separate wire ends being turned in opposite directions. After the splicing tool has been removed, the space left by it in the spliced wire shall be closed by pulling the wire ends together. Unused wire ends shall be cut close so as to leave a neat splice.

The gaps between gate posts and the adjacent straining posts shall be fenced off with short lengths of fencing wires.

All fencing wire shall be tied to the sides of standards or posts to prevent the wires from being displaced or becoming loose. The wire shall be carefully tensioned without sagging, and true to line, care being exercised not to tension the wire to such an extent that it will break, or that end, corner, straining or gate posts will be pulled out, or that it will be easily damaged during veld fires. A tension of 1,5 kN (kilo Newton) per wire shall be required as working stress. This stress will be determined seven days after erection.

Each strand of fencing wire shall be securely tied in the correct position hard up to each standard with soft galvanized tying wire. The tying wire for each strand shall pass through a hole or notch

in the standard, while the ends of the tying wire shall be wound at least four times around the fencing wire to prevent it from moving in a vertical direction.

Droppers shall be tied to each fence wire with soft tying wire in the required position as specified for standards to prevent slippage in a vertical direction. The spacing of droppers between any two standards shall be uniform but shall never exceed 3m. Anchoring to structures shall be done as shown on the drawings.

PPS SF5.4UNROLLING AND TENSIONING OF FENCING WIRES

The bottom wire of the fence is stretched first between straining posts and serves as a guideline for the standards.

The standards are now set at the required distance using the bottom wire as a guideline. To ensure that the bottom wire is exactly on line, it is required that a temporaray post be placed in line halfway between the straining posts as a check.

The top wire is stretched next, followed by the second from the bottom, the second from the top, etc.

The wires are stretched by fastening the one end to one straining post by means of two turns around the post and the other end is pulled as tightly as possible by hand. The sling of the wire strainer is put around the the straining post in a position a bit lower than the height of the wire. The wire is then gripped in the grippers of the strainer and stretched to the required tension (maximum of 1,0 kN but not less than 0,8kN). The wire is then cut, leaving sufficient length to go twice around the straining post with something extra for twisting on itself. The wire is then tied to the straining post and the strainer uncoupled.

PPS SF5.5GATES

Gates shall be of welded construction with all corners of the main frame members mitred or bended. Gates shall have at least two bracing members. All welds shall be continuous.

Gates shall be fitted with wire netting securely attached to each main frame member and bracing member by tie wires.

Two hinge bolts or hinge eyes similar in shape and construction shall be provided for each gate leaf and two nuts and two washers shall be supplied with each bolt. A positioning and supporting collar shall be welded to the hinge stile (See drawings). Each gate shall be provided with a hasp and staple, and a padlock.

PPS SF5.6CLOSING OPENINGS UNDER FENCES

At ditches, streams, drainage channels or other depressions where the fence cannot be erected so as to follow the general ground contour, contractor shall close the opening under the fence with horizontal barbed wires at 150 mm distances, stretched between additional posts or straining posts as shown on the drawings or directed by the engineer. In the case of vermin-proof fences the opening shall be covered with strips of wire netting or diamond mesh 1000 mm wide, fixed to the barbed wires.

In the case of larger streams where damming of debris against the fence would constitute a hazard, the opening below the bottom fencing wire shall be closed loose-hanging wire nets. For this purpose additional straining posts shall be planted on both sides of the stream with a cable consisting of at least five strands of smooth fencing wire strands stretched between them. Onto this cable vertical strips of diamond mesh hanging down to ground level shall be fixed. The edges of the various strips of diamond mesh shall be fixed to each other so that the entire mat will be raised by water flowing underneath to leave a free stream area. These mats at streams shall be erected only on instructions by the engineer. If it should be necessary to keep the bottoms of the

mats on the ground, the engineer may order that timber posts or pipes be fixed horizontally to the bottom ends of the diamond-mesh strips.

## PPS SF6 EXISTING FENCES

Where a new fence joins an existing fence whether in line or at an angle, the new fence shall be erected with a new straining post positioned at the terminal of the existing fence.

Existing fences that require be taking down or removing to a new location shall be dismantled. Material not required for re-erection or unsuitable for re-use shall be neatly stacked at approved locations in accordance with the engineer's instructions. Fencing wire and wire netting shall be stacked clear of the ground. Payment will be made only for fences removed in accordance with the written instruction of the engineer.

Where fences require moving, the contractor shall re-use all the material, declared to be suitable for this purpose by the engineer, plus such new material as may be required to put up the fence again to the standard specified for new fences. The engineer shall not be responsible for any delays or costs arising from the breaking of re-used wire during straining.

## PPS SF7 REQUIREMENTS FOR THE FENCE

### PPS SF7.1 DESIGN

#### PPS SF7.1.1 GENERAL

The completed fence shall be plumb, taut, true to line and ground contour, with all posts, standards and stays firmly set. The fence shall be in a perfectly straight line from straining post to straining post, with all the standards standing in perfect alignment. Irrespective of the number and type of wire strands used, each shall be at a specific height above ground level, be parallel to the other and be well secured to each standard in such a manner that it cannot be shifted vertically. The height of the lower fencing wire above the ground at posts and standards shall not deviate by more than 25 mm from that shown on the drawings. Other fencing wires shall not deviate by more than 10 mm from their prescribed vertical positions.

The contractor shall, on completion of each section of fence, remove all cut-offs and other loose wire or netting so as not to create a hazard to grazing animals or a nuisance to the owners of the ground.

The straining-, corner- and gate posts shall be sturdy, be set vertically into the ground and be anchored. All the other posts, standards and droppers shall stand erect and maintain the same height above ground level. Straining posts shall not be far apart, but never be further apart than 250m.

Droppers shall be so spaced that the distance between the standards are equally divided. They shall stand erect and the wire strands shall be securely tied to them at the same spacing as on the standard.

#### PPS SF7.1.2 SIZE OF FENCE

The height, from the ground level to the top of the fence, shall be the appropriate height as specified on the drawings. The length of the fence shall be as specified by the Engineer.

#### PPS SF7.1.3 FENCING WIRES

There shall be at least nine fencing wires at spacings as shown on the drawings. The type and combination of barbed and plain high tensile steel wire shall be as shown on the drawing or as directed by the Engineer.

PPS SF7.1.4 GATES

The number of gates and pedestrian gates shall be as specified by the Engineer.

PPS SF7.2 ERECTION

PPS SF7.2.1 POSTS

Corner posts shall be provided at all corners and other changes in direction. Anchor posts shall be provided at acute variations in the level of the fence, and as supports for gates. On straight lengths of fencing, straining posts shall be spaced not more than 250 m apart.

PPS SF7.2.2 STANDARDS AND DROPPERS

The closer the standards are together and the more droppers there are between them, the more sturdy and efficient the fence. The purpose of the fence, circumstances and soil conditions will dictate what the best spacings for an efficient fence will be.

The following spacings of standards and droppers will apply for both boundary- and internal camp fences:

a) Standards 12 m apart with 3 droppers in between

PPS SF7.2.3 BRACES

Corner Posts shall be a combination of two box anchors and therefore be provided with two braces, of 1 800 mm in length, shall be fixed to the corner post and anchors as shown on the drawings or as directed by the Engineer. Anchor-, Straining- and Gate posts shall have one brace, of 1 800 mm in length and shall be fixed to each post as shown on the drawings or as directed by the Engineer.

PPS SF7.2.4 FENCE WIRES

Fencing wires shall be parallel. Each fence wire shall be twisted at least two times around a straining post. The free end of the wire shall be twisted at least six times around the wire. The fencing wire shall be secured to each standard and dropper by a tie wire.

PPS SF7.2.5 WIRE NETTING

The wire netting shall, after being suitably tensioned to ensure that the wire netting is straight in all directions, be attached by tie wires to the fence wires. The positions of attachment shall be as follows:

1) To the top fence wire as shown on the drawings that will hold the wire netting in position: at distances not more than 150 mm apart.
2) To the bottom fence wire: at distances not more 150 mm apart.
3) To the intermediate fence wires: at distances not more than 300 mm apart.

In addition, the wire netting shall be attached to each straining post by means of tie wires taken around the post at distances of 150 mm.

PPS SF7.2.6 GATES

Gates shall be so erected that:

a) There is a gap of not less than 25 mm and not more than 50 mm between the hinge stile(s) and the straining posts;

b) There is clearance of not less than 50 mm and not more than 75 mm between the bottom horizontal frame member(s) and the ground; and
c) When closed, there is a space of not more than 25 mm between the closing stile and the straining post in the case of single-leaf gates.

PPS SF7.3 WORKMANSHIP

PPS SF7.3.1 POSTS

All posts shall be rigid and sturdy, set well into the ground and be well anchored. The narrower a post fits into the hole, i.e. the less the fill round the side of the post, the greater the resistance of the post. The hole for a pole should not be of greater diameter than 450mm where it is planted directly into the soil. Posts must be carefully backfilled with 15/13 Mpa concrete in layers of 150 mm maximum thickness and filled up to 1000mm and well compacted.

PPS SF7.3.2 STANDARDS AND DROPPERS

All standards shall be driven into the ground to a maximum depth of 400 mm. Standards must be sturdy and preferably driven in the ground with a Post driver.

PPS SF7.3.3 WIRES

Fence wires shall be taut, and securely fastened to the posts.

PPS SF7.3.4 WIRE NETTING

The wire netting shall be sufficiently tensioned to ensure that the wire netting are uniform, and it shall be securely fastened.

PPS SF78.3.5 GATES

Gates shall have no noticeable twist or sag. When the gates are closed, the closing stiles shall be parallel in the case of double-leaf gates, or the closing stile shall be parallel to the adjacent straining post in the case of single-leaf gates. Gates shall move freely on their hinges. Hasps and staples shall be in correct alignment and operate freely. In the case of double-leaf gates the drop bolts shall operate freely.

All braces shall be secure to the posts with a 10 mm diameter iron rod hammered into a hole drilled specifically for that purpose and then secured with 4 mm diameter galvanized mild steel wired.

## PPS8 MEASUREMENT AND PAYMENT

**Item** **Unit**

PPS SF8.1 Clearing the fence line, 2m wide strip …….(m)

The unit of measurement for clearing the fence line shall be the metre of fence line measured along each fence line.

The tendered rate shall be in full compensation for clearing the fence line complete as specified in **"CLEARING THE FENCE LINE"**, including amongst others the removal of trees, stones, and other obstructions and the disposal of all waste material resulting from clearing operations, as may be directed.

The removal of trees and stumps with a girth exceeding 1 m shall be paid for as an extra over.

**Item** **Unit**

PPS SF8.2 Supply and construct 1,4 m high new stock fence line …….(m)

The unit of measurement for erecting the fence shall be the metre of fence line measured along each fence line.

The tendered rate and price paid shall be in full compensation for providing all standards, droppers, fence- and tie wire, wire netting including tying wire and staples for putting up the fence as specified and as shown on the drawings inclusive of all excavations and drilling required with pneumatic tools for holes for the standards or droppers

**Item** **Unit**

PPS SF8.3 Corner-, Straining- and Anchor posts ……..…… number (No)

The unit of measurement for erecting Corner-, Straining- and Anchor Posts shall be an extra-over for the number of posts within a fence line.

The tendered rate shall be in full compensation for provisioning all materials for the vertical corner-, straining- and anchor posts, the brace(s), wire, for excavating and drilling with pneumatic tools of holes, for erecting the posts as specified and shown on the drawings, all complete as a unit.

**Item** **Unit**

PPS SF8.4 Gate posts …….…… number (No)

The unit of measurement for erecting Gate Posts shall be an extra-over for the number of posts within a fence line.

The tendered rate shall be in full compensation for provisioning all materials for the vertical gate posts, the brace(s), wire, for excavating and drilling with pneumatic tools of holes, for erecting the posts as specified and shown on the drawings, all complete as a unit.

**Item** **Unit**

PPS SF8.5 Gates (size and type indicated) …… number (No)

The unit of measurement shall be an extra-over for the number of new gates erected.

The tendered rates shall include full compensation for all material (steel pipes, wire and wire netting), manufacturing of gates to specifications and sizes, zinc-coating, hinges and bolts, hasps and padlocks and for installing the gates complete as specified and as shown on the drawings.

**Item** **Unit**

PPS SF8.6 Dismantling existing fence…… metre (m)

The unit of measurement for the dismantling of existing fences shall be metre of fence taken down and dismantled on the instruction of the Engineer.

The tendered rates shall include full compensation for taking down existing fences and gates, coiling wires, rolling netting into rolls, transporting the material to designated sites and stacking the material.

**Item** **Unit**

PPS SF8.7 Closing of openings through dongas and rivers-Square metre ($m^2$)

The unit of measurement shall be an extra-over for the square metre of wire netting, the quantity of which shall be calculated according to the prescribed width and the length of the opening as instructed by the Engineer to be closed.

The tendered rates shall include full compensation for provisioning of all material, providing all labour, putting up the wire netting as required by the engineer or as stipulated in the drawings and to ensure that the openings are stock proof.

**Item** **Unit**

PPS SF8.8 Blasting holes for posts and anchors …… number (No)

The unit of measurement shall be an extra-over for the number of holes for posts and anchors made by blasting where excavation by hand or by pneumatic tools cannot be done economically.

The tendered rate shall include full compensation for blasting the holes and for all other expenses in connection with providing, storing, transporting and using explosives.

**Item** **Unit**

PPS SF8.9 Posts fixed horizontally to the bottom of wire mesh …….metre (m)

(a) Timber posts (diameter indicated) ……..…..... metre (m)

The unit of measurement shall be an extra-over for the metre of post installed.

The tendered rate shall include full compensation for procuring, furnishing and fixing the posts, complete as specified and as shown on the drawings.

**Item** **Unit**

PPS SF8.10Miscellaneous Items

An item which, in the payment clause column of the Schedule of Quantities, refers to this clause PPS 8.10), will be measured in the unit scheduled.

The sum or rate for such item shall cover the cost of all materials, labour and plant required to execute and complete the work as specified, described in the Schedule of Quantities or shown on the drawing(s)

# PART C4 : SITE INFORMATION

**INDEX**


| Section | Description | Page No |
|---|---|---|
| PART C4.1 | SITE INFORMATION | 157 |

## PART C4.1 SITE INFORMATION

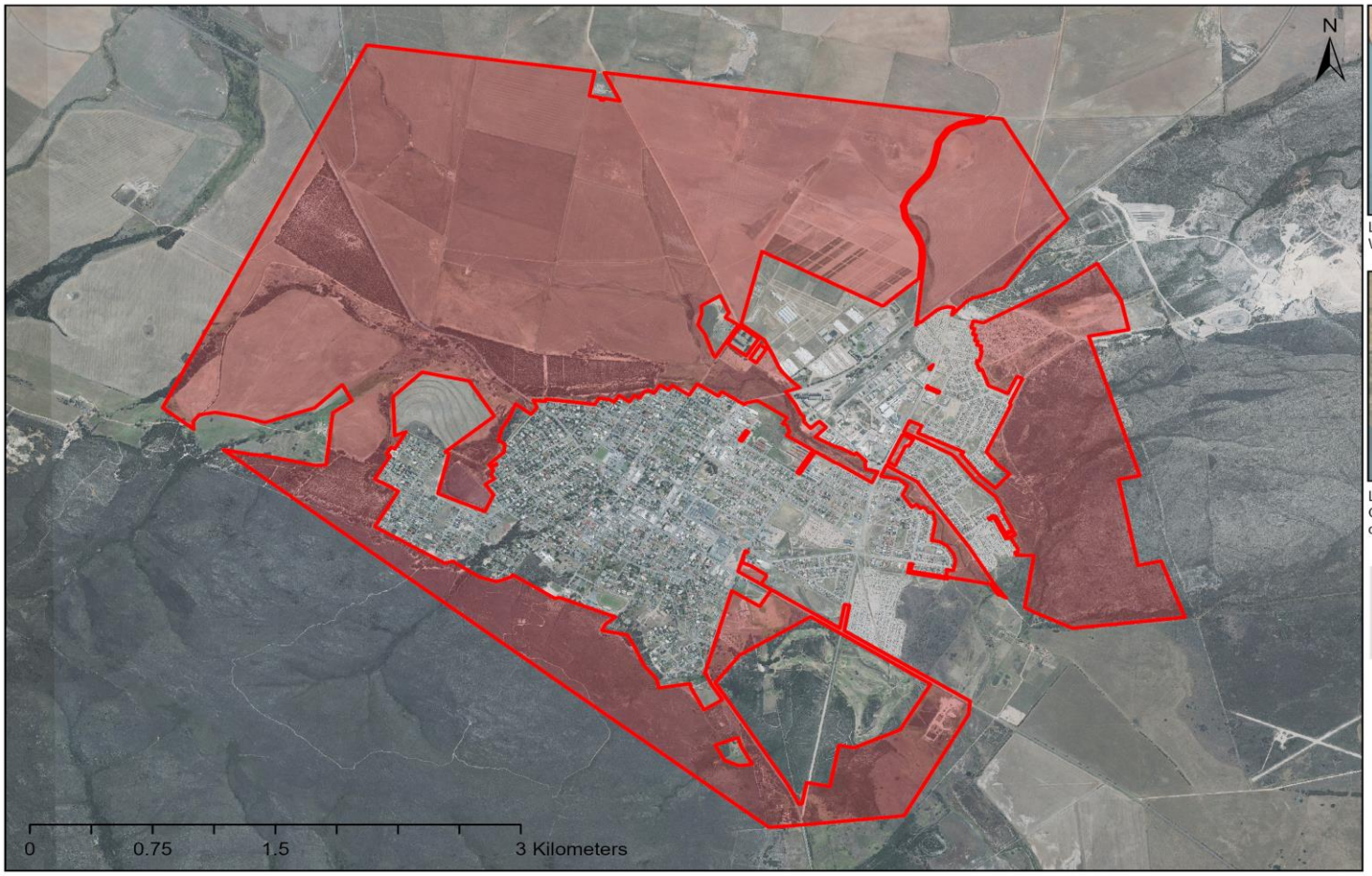
Refer Locality Plan

| EMPLOYER REPRESENTATIVE INITIALS | EMPLOYER WITNESS INITIALS |
|---|---|
| | |

# BREDASDORP COMMONAGE (REMAINDER ERF 1148 BREDASDORP)

Cape Agulhas Local Municipality | Overberg District Municipality | Western Cape Province | South Africa

Point Location: 20.0372684°E 34.5186577°S






Locality: Property Boundary within the Western Cape Province (white outline)



Locality: Property Boundary within the Cape Agulhas Local Municipality (white outline)

**Legend**

Bredasdorp Commonage

land reform & rural development

Department: Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

This map aims to depict the locality of the Bredasdorp Commonage. Verify and confirm if any subdivisions have taken place on either of the depicted properties. The boundary outlines may not match the Surveyor General (SG) diagram definition. Consult a Professional Land Surveyor for accurate boundary definition. | Sources: ERF spatial cadastre sourced from the Chief Surveyor-General Office | Main Map Backdrop: CDNGI Imagery 25cm Mosaic Western Cape (2021); Secondary Map Backdrop: ESRI World Imagery Web Map Service (no date specified), Source: Earthstar Geographics; Projection: Gauss Conform Projection, Central Meridian 21° East, Hartebeesthoek94 Datum (WGS84 Ellipsoid) | Compiler: SPLUM-WC | Export Date: 19 November 2026 | Disclaimer: While every effort is made to ensure the correctness of the information, errors or omissions may occur.

| CONTRACTOR REPRESENTATIVE INITIALS | CONTRACTOR WITNESS INITIALS |
|---|---|
| | |

EMPLOYER REPRESENTATIVE INITIALS

EMPLOYER WITNESS INITIALS

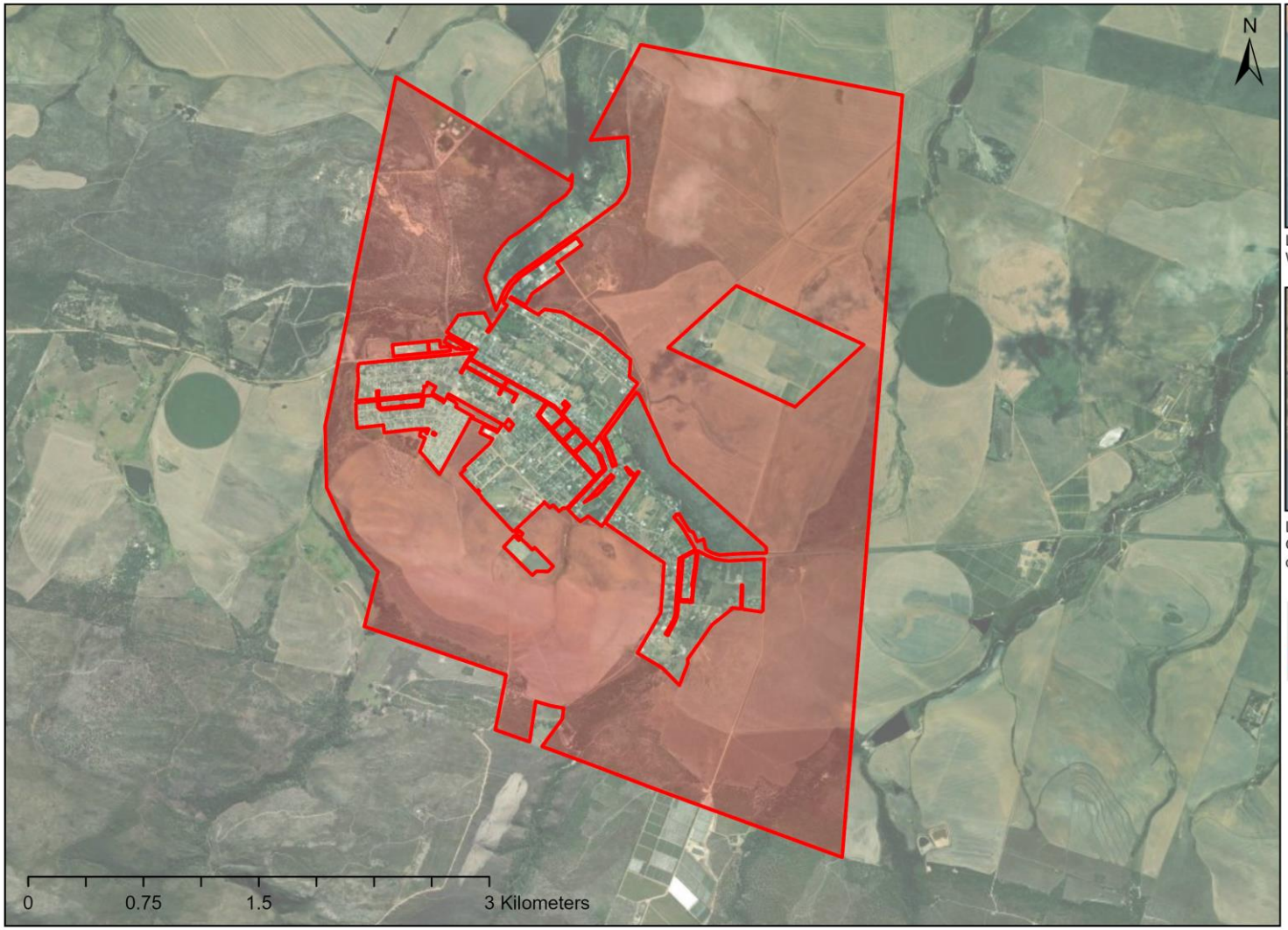
CONTRACTOR REPRESENTATIVE INITIALS

CONTRACTOR WITNESS INITIALS

# NAPIER COMMONAGE (REMAINDER ERF 513 NAPIER)

Cape Agulhas Local Municipality | Overberg District Municipality | Western Cape Province | South Africa

Point Location: 19.9090787°E 34.4620001°S






Locality: Property Boundary within the Western Cape Province (white outline)



Locality: Property Boundary within the Cape Agulhas Local Municipality (white outline)

**Legend**

Napier Commonage

land reform & rural development

Department: Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

This map aims to depict the locality of the Napier Commonage. Verify and confirm if any subdivisions have taken place on either of the depicted properties. The boundary outlines may not match the Surveyor General (SG) diagram definition. Consult a Professional Land Surveyor for accurate boundary definition. | Sources: ERF spatial cadastre sourced from the Chief Surveyor-General Office | Image Backdrop Earthstar Geographics, World Imagery Web Map Service (no date specified) | Map Projection: Gauss Conform Projection, Central Meridian 19° East, Hartebeesthoek94 Datum (WGS84 Ellipsoid) | Compiler: SPLUM-WC | Export Date: 19 November 2026 | Disclaimer: While every effort is made to ensure the correctness of the information, errors or omissions may occur.

# PART C5: Annexures

## PART C5.1 Annexures

Refer drawings:

A: BREDASDORP FENCING LINE
B: NAPIER FENCING LINE
C: FENCE SPECIFICATIONS DRAWING




| EMPLOYER REPRESENTATIVE INITIALS | EMPLOYER WITNESS INITIALS |
|---|---|
| | |

| CONTRACTOR REPRESENTATIVE INITIALS | CONTRACTOR WITNESS INITIALS |
|---|---|
| | |




| EMPLOYER REPRESENTATIVE INITIALS | EMPLOYER WITNESS INITIALS |
|---|---|
| | |

| CONTRACTOR REPRESENTATIVE INITIALS | CONTRACTOR WITNESS INITIALS |
|---|---|
| | |