



agriculture, land reform & rural development

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

Contract No.: SSC WC Q11 (2023/2024) DALRRD

APPOINTMENT OF A CONTRACTOR FOR DRILLING & EQUIPPING OF ONE BOREHOLE IN VREDENDAL NORTH SITUATED IN THE MATZIKAMA LOCAL MUNICIPALITY IN THE WESTERN CAPE PROVINCE

A Tender for Category **2CE** or higher CIDB Registered Contractors

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

ISSUED BY:

**Director: Finance and Supply Chain
Management Services
Department of Agriculture, Land Reform and Rural
Development
Private Bag X9159,
CAPE TOWN
8000**

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

PREPARED BY:

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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Contractor

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Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2

Contract No.: SSC WC Q11 (2023/2024) DALRRD

THE TENDER

for the

APPOINTMENT OF A CONTRACTOR FOR DRILLING & EQUIPPING OF
ONE BOREHOLE IN VREDENDAL NORTH SITUATED IN THE MATZIKAMA
LOCAL MUNICIPALITY IN THE WESTERN CAPE PROVINCE

CLOSING DATE: 02 OCTOBER 2023

CLOSING TIME: 11h00

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART A INVITATION TO BID

| | | | | | |
|--|---|--|--|--|-------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY) | | | | | |
| BID NUMBER: | SSC WC Q11 (2023/2024) DALRRD | CLOSING DATE: | 02 October 2023 | CLOSING TIME: | 11:00 |
| DESCRIPTION | APPOINTMENT OF A CONTRACTOR FOR DRILLING & EQUIPPING OF ONE BOREHOLE IN VREDENDAL NORTH SITUATED IN THE MATZIKAMA LOCAL MUNICIPALITY IN THE WESTERN CAPE PROVINCE | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| 14 Long Street | | | | | |
| Cape Town | | | | | |
| 8000 | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | Ms Melissa Andrews | CONTACT PERSON | Jennifer Samson | | |
| TELEPHONE NUMBER | 021 409 0551 | TELEPHONE NUMBER | 021 409 0366 | | |
| FACSIMILE NUMBER | | FACSIMILE NUMBER | | | |
| E-MAIL ADDRESS | MelissaAn@dalrrd.gov.za | E-MAIL ADDRESS | jennifer.samson@dalrrd.gov.za | | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | OR | CENTRAL SUPPLIER DATABASE No: | MAAA |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | | | |
| A. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | B. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No | [IF YES, ANSWER THE QUESTIONNAIRE BELOW] | |
| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | | | | | |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW. | | | | | |

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Contractor

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Witness 1

[Signature Box]
Witness 2

[Signature Box]
Employer

[Signature Box]
Witness 1

[Signature Box]
Witness 2

| |
|--|
| 1. BID SUBMISSION: |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. |
| 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. |
| 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7). |
| 2. TAX COMPLIANCE REQUIREMENTS |
| 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. |
| 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. |
| 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. |
| 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. |
| 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. |
| 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. |
| 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE." |

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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:

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

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

CHECK LIST (SM1)

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

 Signature of Authorized Person

 Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**agriculture, land reform
& rural development**

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

DOCUMENT LAYOUT

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TENDER

TABLE OF CONTENTS

| | |
|--|-------------------------------------|
| PART T1: TENDERING PROCEDURES | 9 |
| SECTION T1.1: TENDER NOTICE & INVITATION TO TENDER | 10 |
| SECTION T1.2: TENDER DATA | 12 |
| PART T2: RETURNABLE DOCUMENTS | 42 |
| SECTION T2.1: LIST OF RETURNABLE DOCUMENTS | 42 |
| SECTION T2.2: RETURNABLE SCHEDULES..... | ERROR! BOOKMARK NOT DEFINED. |
| PART C1: AGREEMENT AND CONTRACT DATA | 72 |
| SECTION C1.1: FORM OF OFFER AND ACCEPTANCE..... | 73 |
| SECTION C1.2: CONTRACT DATA (CONDITIONS OF CONTRACT) | 79 |
| SECTION C1.3: PRO-FORMA FORMS (TO BE COMPLETED BY SUCCESSFUL TENDERER ONLY)..... | 86 |
| PART C2: PRICING DATA | 95 |
| SECTION C2.1: PRICING INSTRUCTIONS..... | 96 |
| SECTION C2.2: BILL OF QUANTITIES..... | 102 |
| PART C3: SCOPE OF WORK | 107 |
| SECTION C3.1: DESCRIPTION OF THE WORKS..... | 108 |
| SECTION C3.2: ENGINEERING / DESIGN..... | 108 |
| SECTION C3.3: PROCUREMENT | 109 |
| SECTION C3.4: CONSTRUCTION | 111 |
| SECTION C3.5: MANAGEMENT..... | 121 |
| PART C4 SITE INFORMATION | 126 |
| SECTION C3.6 ANNEXES | 132 |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART T1: TENDERING PROCEDURES

| SECTION | DESCRIPTION | Page |
|-----------------|--|----------|
| PART T1: | TENDERING PROCEDURES | 9 |
| SECTION T1.1: | TENDER NOTICE & INVITATION TO TENDER | 10 |
| SECTION T1.2: | TENDER DATA | 12 |
| SECTION T1.2.1: | CONDITIONS OF TENDER..... | 12 |
| SECTION T1.2.2: | TENDER DATA | 12 |

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Contractor

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Witness 1

[Signature Box]

Witness 2

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Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2

SECTION T1.1: TENDER NOTICE & INVITATION TO TENDER

DESCRIPTION:

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

Tenders are hereby invited to tender to the Government of the Republic of South Africa (Department of Agriculture Land Reform and Rural Development) for the Tenders for **APPOINTMENT OF A CONTRACTOR FOR DRILLING & EQUIPPING OF ONE BOREHOLE IN VREDENDAL NORTH SITUATED IN THE MATZIKAMA LOCAL MUNICIPALITY IN THE WESTERN CAPE PROVINCE**

The **80/20** Preferential Procurement Point Formula as set out in the PPPFA, Act no. 5 of 2000 and its associated Regulations of 2022, will be applied. Where a maximum of Eighty (80) tender adjudication points will be awarded for price and Twenty (20) points will be awarded for preference special goals.

CONDITIONS:

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

It is estimated that tenderers should have a CIDB contractor grading as follows: **2CE or higher**

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

Tenders must remain valid for a period of **90 days** after the closing date for the submission of tenders, during which period a tender may not be amended or withdrawn and may be accepted at any time by the Department.

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

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

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

Contact SCM:

Ms Melissa Andrews
Demand and Acquisition Management Services
14 Long Street | Cape Town
PSSC: Western Cape | Department of Agriculture, Land Reform and Rural Development
Tel: [+27 021 409 0523](tel:+270214090523)

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

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

and

<https://admin.etenders.gov.za/Identity/Account/Login?ReturnUrl=%2F/>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

All enquiries regarding this bid must be directed to:

ENQUIRIES – TECHNICAL RELATED:

Provincial Department of Agriculture
Mr Marius Du Randt
Phone: 027 201 35 02/01
Fax: 027 2132712
Cell: 082 9071134
e-mail: marius.duRandt2@Westerncape.gov.za

OR Department: Agriculture, Land Reform
and Rural Development
Ms Jennifer Samson
Tel: (021) 409 0366
E-mail: jennifer.samson@dalrrd.gov.za

ENQUIRIES – SUPPLY CHAIN MANAGEMENT/TENDER RELATED:

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

Ms Melissa Andrews
14 Long Street
Cape Town
8000
Tel: (021) 409 0523
E-mail: MelissaAn@dalrrd.gov.za

COMPULSORY SITE INSPECTION:

A compulsory site inspection will be held at PDA, Noord Street, Vredendal, Matzikama Local Municipality in the Western Cape on 22 September 2023 at 09:00-11:00, after which the tenderers will be accompanied to the site for a visual inspection at two sites namely, (i) Vredendal North and (ii) VanRhynsdorp.

TENDERS TO BE DEPOSITED IN:

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

APPOINTMENT OF A CONTRACTOR FOR DRILLING & EQUIPPING OF ONE BOREHOLE IN VREDENDAL NORTH SITUATED IN THE MATZIKAMA LOCAL MUNICIPALITY IN THE WESTERN CAPE PROVINCE and must be addressed to:

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

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

Should the tenderers not comply with the above instructions their bid proposals will be disregarded and returned unopened to the bidder.

The tender box will be closed on **02 October 2023 at 11h00**, which is the closing time of the tender. Tenderers should ensure that tenders are delivered timeously to the correct address.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T1.2: TENDER DATA

SECTION T1.2.1: CONDITIONS OF TENDER

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

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

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender July 2015 to which it mainly applies.

SECTION T1.2.2: TENDER DATA

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

The additional Conditions of Tender are:

| Reference to relevant clauses in Standard Conditions of Tender | Addition or Variation to Standard Condition of Tender | |
|--|---|--|
| F.1 | GENERAL | |
| F.1.1 | Actions | The Employer is the “Department of Agriculture, Land Reform and Rural Development”. The term “bid” in the context of this standard is synonymous with term “tender”. |
| F.1.2 | Tender Documents | This document (Volume 1) in which are bound the Tendering Procedures, Returnable Documents, Agreements and Contract Data, Pricing Data, Scope of Works, Site Information and Drawings |
| F.1.3 | Interpretation | Add the following new clause: “1.3.3” The tender documents have been drafted in English. The contract arising from the invitation of tender shall be interpreted and construed in English. |
| F.1.4 | Communication and Employer’s Agent: The Employer’s Agent is: | Company : Provincial Department of Agriculture Contact: Mr Marius Du Randt Address: Noord Street Vredendal Phone: 027 201 35 02/01 Fax: 027 2132712 Cell: 082 9071134 e-mail: marius.duRandt2@Westerncape.gov.za |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

| Reference to relevant clauses in Standard Conditions of Tender | Addition or Variation to Standard Condition of Tender | |
|--|---|--|
| F.2 | TENDERER'S OBLIGATIONS | |
| F.2.1 | Mandatory Eligibility Criteria: | Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders. |
| MAIN BIDDER | | |
| F.2.1.1 | i) Eligibility | <p>Only those Tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 2CE or Higher Class of construction work, are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that they comply with all three of the following conditions:</p> <ol style="list-style-type: none"> 1. Every member of a joint venture is registered with the CIDB. 2. The lead partner has a contractor grading designation of not lower than one level below the required grading designation of 2CE of construction work. 3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor designation determined in accordance with the sum tendered for a 2CE class of construction work, is eligible to submit tenders. |
| F.2.1.1 | ii) Eligibility | Tenderers must have attended the compulsory clarification inspection. |
| F.2.1.1 | iii) Eligibility | <p>Bidders must be registered on the National Treasury Central Supplier Database and attach a report as proof or write the CSD supplier number or registration number on the space provided on the SBD 1 document.</p> <p>Where consortium/ joint ventures are involved, each party to the association must submit separate Tax Clearance requirements <u>separate CSD reports or confirm the CSD number on their respective letterhead. (SDB 1 form).</u></p> |
| F.2.1.1 | iv) Eligibility | <p>Compliance with all Tax Clearance requirements: Attach a Valid Tax Clearance Certificate/ provide a Compliance Tax Status Pin on the space provided on the SBD 1 form.</p> <p>Where consortium/ joint ventures are involved, each party to the association must submit separate Tax Clearance requirements.</p> <p>Where no Tax clearance certificate or pin is available, but the bidder is registered on the central supplier database (CSD), a CSD number must be provided on Form SBD 1 as per Clause iii) a.</p> |
| F.2.1.1 | v) Eligibility | Where the bidder forms a consortium or joint venture, written Proof of the contract between all parties <u>must</u> be attached. |
| F.2.1.1 | vi) Eligibility | The Form of Offer must be completed in full and signed by the duly authorized person. Failure of a Tenderer to complete and sign this part will invalidate the tender. |
| F.2.1.1 | vii) Eligibility | <p>Letter of authorization</p> <p>Letter of authorization to sign the Form of Offer and where required in tender document to be attached this shall be clearly stated on the company letter head. (See Form G).</p> |

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

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|---------|----------------------------|---|
| F.2.1.1 | viii) Eligibility | <p>Tampering with Document</p> <p>No tampering with the document i.e. the full document with all Annexures must be printed and submitted.</p> <p>No use of Tippex / correctional fluid. If any typing error occurs one must can scratch out and sign.</p> <p>In the event of mistakes having been made in completing the Form of Offer and Acceptance (C1.1), the mistake must be crossed out in ink and be accompanied by an initial at each and every alteration.</p> <p>If alterations are not made as stipulated, the tender as a whole will not be considered.</p> <p>Corrections in terms of price must not be made by means of a correction fluid such as Tipp-Ex or similar product.</p> <p>If correction fluid has been used on any specific item price, such item will not be considered. No correction fluid may be used in a Bill of Quantities where prices are calculated to arrive at a total amount. If correction fluid has been used the Tender as a whole will not be considered.</p> <p>All additional documentation must be stapled into the tender document or attached in a separate file. The Department will reject the bid if the above conditions are not adhered to.</p> |
| | ix) Eligibility | <p>Separate Tax Clearance or pin must be submitted for each sub-contractor.</p> <p>Where no Tax Clearance or pin is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided for each sub-contractor to verify Tax compliance.</p> |
| | x) Eligibility | <p>Sub-contractors must be registered on the National Treasury Central Supplier Database and attach a report as proof or submit the CSD supplier number on a company letterhead.</p> |
| F.2.2 | Cost of Tendering: | <p>Add the following to the clause:</p> <p>“Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the Employer or the Employer’s Agent.”</p> |
| F.2.5 | Reference documents | <ul style="list-style-type: none"> • The document “General Conditions of Contract for Construction Works”, Second Edition, 2010, of the South African Institute of Civil Engineering. This document is obtainable separately, and Tenderers shall obtain their own copies. • The Model Preambles for Trades (1999 edition) as published by the Association of South African Quantity Surveyors. This document is obtainable separately, and Tenderers shall obtain their own copies. • The Standard System of Measuring Building Work (as amended) published by the Association of South African Quantity Surveyors (Sixth Edition (revised)) 1999. This document is obtainable separately from the Association of Quantity Surveyors, and Tenderers shall obtain their own copies. • The National Building Regulations and Building Standards Act No. 103 of 1997 (Government Gazette No 31084 of 30 May 2008, Notice No R574). This document is obtainable separately, and Tenderers shall obtain their own copies. • The Standard Specifications for Building Construction (SANS 10400). This document is available separately from the South African Bureau of Standards and Tenderers shall obtain their own copies. • The Standard Specifications for Civil Engineering Construction (SANS 1200). This document is available separately from the South African Bureau of Standards and Tenderers shall obtain their own copies. • The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2014. This document is obtainable separately, and Tenderers shall obtain their own copies. |

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| | | <ul style="list-style-type: none"> • Preferential Procurement Policy Framework Act, 05 of 2000 and Regulations of 2022. |
| F.2.7 | Clarification meeting: | <p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and accepted from tenderers appearing on the attendance list.</p> |
| F.2.8 | Seek clarification: | <p>“Request clarification of the tender documents, if necessary, by notifying the Employer’s Official or the Employer’s Agent indicated in the Tender Notice and Invitation to Tender in writing at 7 (seven) working days before the closing time stated in the foregoing notice and clause 2.15.”</p> |
| F.2.9 | Insurance: | <p>Add the following to the clause: “Accept that the submission of a Tender shall be construed as an acknowledgement by the Employer that he/she is satisfied with the insurance cover that the Contractor will have to effect Contract Works Insurance to be limited to the Tender amount including VAT plus 20%. Public Liability to be limited to R 2 000 000 under the contract.</p> <p>The Employer will not provide for any insurance as it will be provided for by the Contractor.</p> |
| F.2.11 | Alterations to documents: | <p>Add the following to the clause: “In the event of mistakes having been made on the prices inclusive of VAT it must be crossed out in ink at each and every price alteration on the form of offer and be accompanied by an initial.</p> <p>Corrections in terms of price must not be made by means of a correction fluid such as Tipp-Ex or similar product. If correction fluid has been used on any specific item price, such item will not be considered. No correction fluid must be used in a Bill of Quantities where prices are calculated to arrive at a total amount. If correction fluid has been used the Tender as a whole will not be considered.</p> <p>No tampering with the document i.e. the full document with all Annexures must be printed and submitted.</p> <p>All additional documentation must be stapled into the tender document or attached in a separate file.”</p> <p>The Department will reject the bid if the above conditions are not adhered to.</p> |
| F.2.13 | Submitting a tender offer | |
| F.2.13.1 | | Each Tenderer is required to return the complete set of documents as listed in the Tender Data with all the required information supplied and completed in all respects. |
| F.2.13.2 | | Return all returnable documents to the employer after completing them in their entirety, by writing legibly in non-erasable ink. Failure to adhere to this the bid will be disqualified. |
| F.2.13.3 | | Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English. |
| F.2.13.4 | | <p>Letter of authorization Letter of authorization to sign the Form of Offer and where required in tender document to be attached (See Form G).</p> |

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| | | <p>Add the following to the clause: “Only duly authorised signatories must sign the original and all copies of the tender offer where required in terms of 2.13.3.</p> <p>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated on the company letter head.</p> <p>In case of a COMPANY submitting a tender, include a copy of a resolution by its board of directors authorising a director or other official of the company to sign the documents on behalf of the company.</p> <p>In the case of a CLOSED CORPORATION submitting a tender, include a copy of a resolution by its members authorising a member or other official of the corporation to sign the documents on each member’s behalf.</p> <p>In the case of a PARTNERSHIP submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such an authorisation shall be included in the Tender.</p> <p>In the case of a JOINT VENTURE submitting a tender, must include a resolution of each company of the Joint Venture together with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture.”</p> <p>Accept that failure to submit proof of Authorization to sign the tender shall result in a Tender Offer being regarded as non-responsive</p> |
| F.2.13.5 | | <p>The Employer’s address for delivery of tender offers: Department of Agriculture, Land Reform and Rural Development 14 Long Street CAPE TOWN 8000 Ground Floor Tender Box</p> |
| F.2.13.6 | | <p>A two-envelope procedure will NOT be followed.</p> |
| F.2.13.9 | | <p>Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p> |
| F.2.14 | <p>Information and Data to be completed in all respects:</p> | <p>Add the following to the clause: “Accept that the Employer shall in the evaluation of tenders take due account of the Tenderer’s past performance in executing for similar works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and Principal Agent as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, by furnishing details in Section T2.2.</p> <p>Accept that the Employer is restricted in accordance with clause 4.(4) of the Construction Regulations, 2014, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely.</p> |
| F.2.15 | <p>Closing time:</p> | <p>The closing date and time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.</p> |
| F.2.16 | <p>Tender offer validity:</p> | <p>The tender offer validity period is 90 days. Add the following to the clause:</p> |

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| | | “If the tender validity expires on a Saturday, Sunday or public holiday, the Tender Offer shall remain valid and open for acceptance until the closure of business on the following working day.” |
| F.2.17 | Clarification of tender offer after submission | The Tenderer shall provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of arithmetical errors by the adjustment of certain rates or items prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted. |
| F.2.18 | Provide other material | The Tenderer shall provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer’s commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer’s request, the employer may regard the tender offer as non-responsive. |
| F.2.19 | Inspections, tests and analysis: | The Tenderer must provide access during working hours to his premises for inspections on request. |
| F.2.20 | Submit securities, bonds and policies: | If requested, submit for the employer’s acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data. |
| F.2.23 | Certificates: | <p>The following certificates/ information may be provided with the tender offer:</p> <ul style="list-style-type: none"> a) Copy of Certificate of Incorporation (if tenderer is a Company), e.g. CM1, CM29, or CM44 b) Copy of Founding Statement (if tenderer is a Closed Corporation), e.g. CK1, or CK2 c) Copy of Partnership Agreement (if tenderer is a Partnership) d) Copy of Identity Document (if tenderer is a One-man concern) e) Copy of Deed of Trust (If a trust is involved). <p>In cases where the tenderer has failed to submit any of the documents above with the tender, the Department reserves the right to, at any time after the closure of the tender, but before the award of the tender, request the tenderer to provide the outstanding documents within 5 (five) working days from the date of notification.</p> |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

| Reference to relevant clauses in Standard Conditions of Tender | Addition or Variation to Standard Condition of Tender | |
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| F.2 | TENDERER'S OBLIGATIONS | |
| ADD THE FOLLOWING NEW CLAUSES: | | |
| "2.24 | Canvassing and obtaining of additional information by tenderers: | <p>Accept that no Tenderer shall make any attempt, either directly or indirectly to canvass any of the Employers officials or the Employer's agent in respect of his tender, after the opening of the tenders, but prior to the Employer arriving at a decision thereon.</p> <p>No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders."</p> |
| "2.26 | Awards to close family members of persons in the service of the state | In order to adjudicate fairness or eligibility, the questionnaire for the declaration of interests in the tender of persons in service of state in Section T2.2.2 – Form B must be completed." |
| "2.28 | Tax | <p>"Submission of Proof of Tax Compliance together with the bid is compulsory."</p> <p>"Bidders should note, that in accordance with legislation, no contract may be awarded to a/an person/entity who has failed to submit a proof of being Tax compliant from the South African revenue Service (SARS), certifying that the taxes of that person/entity are in order or that suitable arrangements have been made with SARS."</p> <p>In Bids where Consortia / Joint Venture/ Sub-contractors are involved each party must submit a separate proof of Tax compliance.</p> <p>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.</p> <p>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.</p> <p>Bidders may also submit a printed TCS together with the bid.</p> <p>Where no Tax Clearance or pin is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided for each sub-contractor to verify Tax compliance.</p> |
| "2.29 | Central Supplier Database (CSD) Registration | Bidders must register on the Central Supplier Database (CSD). Bidders must register on the central supplier database (CSD) to upload mandatory information namely: (business registration/ directorship/ membership/identity numbers; tax compliance status; and banking information for verification purposes). Valid CIPC certificate must be submitted to bidding institution. |
| "2.30 | Tender Participation Goals | <p>It is a requirement of this contract that work be executed in such a manner so as to maximize the use of local Labour intensive construction methods.</p> <p>Local Labour target:</p> <ul style="list-style-type: none"> • 80% target is to be achieved on employment of unskilled local Labour. <p>The contractor must submit monthly Labour reports to client. Contractors to adhere to the minimum Labour rates as stipulated by the Department of Labour. Contractors to ensure that Section T2.2.22 - Form V, must be</p> |

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| | | completed. In case where the contractor has not completed the form at close of tender, client must request the contractor to complete the form, failure by the contractor to conform to client's request will be seen as being non-compliance. |
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| Reference to relevant clauses in Standard Conditions of Tender | Addition or Variation to Standard Condition of Tender | |
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| F.3 | THE EMPLOYER'S UNDERTAKINGS; ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER | |
| F.3.1 | Respond to requests from the Tenderer: | Replace the contents of the clause with the following: "Respond to a request for clarification received up to five (5) working days before the tender closing time stated in the tender data and notify all Tenderers who drew procurement documents" |
| F.3.2 | Issue Addenda: | If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until five (5) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and shall then notify all tenderers who drew documents. |
| F.3.3 | Return late tender offers | Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned. |
| F.3.4 | Opening of tender submissions: | <p>The closing date and time for receipt of tenders is: 02 October 2023 at 11h00</p> <p>Tenders will be received on the closing date and time shown, must be enclosed in a sealed envelope bearing the applicable tender heading and contract number, as well as the closing time and due date, and must be addressed to the: Department of Agriculture Land Reform and Rural Development Ground Floor Tender Box 14 Long Street CAPE TOWN 8000</p> <p>Tenders must be submitted in the Ground Floor Tender Box situated in CAPE TOWN.</p> <p>Only tenders submitted to this tender box will be opened in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.</p> |
| F.3.9 | Arithmetic Errors | <p>Delete the contents of Subclauses F.3.9.1 to F.3.9.2 and replace with the following:</p> <p>For a Re-measurement Contract, all the arithmetical errors, omissions and discrepancies of all responsive tenders, and not only the highest ranked tender, will first be corrected before deciding on the lowest tender. Once the lowest tender has been decided upon, the next step is to ensure that the unit rates tendered are balanced. If there are imbalanced rates, these should be adjusted by the tenderer keeping the Contract Sum the same.</p> <p>F.3.9 1 Check responsive tenders for: (a) the gross misplacement of the decimal point in any unit rate; (b) omissions, discrepancies and imbalanced tendered unit rates made or included in completing the Bill of Quantities or (c) arithmetical errors in: (i) line item totals resulting from the product of the unit rate and the quantity in the Bill of Quantities, or</p> |

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

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| | | <p>(ii) the summation of the prices.</p> <p>F3.9.2 The Employer must correct the arithmetical errors in the following manner: (a) Where there is a discrepancy between the amounts in words and the amounts in figures, the amount in figures shall govern. (b) If a Re-measurement Contract's Bill of Quantities applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate as quoted shall govern and the line item total shall be corrected. (c) Where there is an obvious gross misplacement of the decimal point in the unit rate, the line item total shall govern and the unit rate shall be corrected. (d) Where there is an error in the total of the prices either as a result of corrections required by this checking process or in the tenderer's addition of prices, the total of prices will be corrected.</p> <p>The corrected tender price shall be communicated to the tenderer. The tenderer may withdraw the tender, but may not change the total tendered price. Reject the tender if the tenderer does not accept the corrected total of the prices, if any.</p> <p>F.3.9.3 Where unit rates are considered to be imbalanced by the Employer, the tenderer shall, to the satisfaction of the Employer (refer to clause F4.3): (a) justify such unit rates, or (b) adjust such unit rates by increasing or decreasing these unit rates and selected other rates while retaining the total tender price derived after applying the above-mentioned arithmetical corrections, if any.</p> <p>Declare as non-responsive and reject a tender offer if the tenderer elects not to justify or adjust imbalanced tendered unit rates to the satisfaction of the Employer or does not correct or accept the correction of arithmetical errors.</p> |
| F3.9.2 | Arithmetic Errors | Should there be a discrepancy between the amount in words and the amount in figures then the amount in figures shall govern. |
| F.3.11 | Evaluation of Tenders | The tender evaluation method to evaluate all responsive tender offers will be Method 3 . |
| F.3.11.1 | Method 1 General | Add the following: "Tenderers will be evaluated as per the Preferential Procurement Regulation which prescribes that all bid submitted must comply with the Mandatory Eligibility Criteria of this tender. If not, that will be disqualified and will not pass to the method of evaluation. |
| F.3.11.2 | Method 2 Technical Criterion | <p>1. Capacity / Technical Expertise</p> <p>I. Tenderers are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project.</p> <p>II. Tenderers are required to submit curriculum vitae for the key personnel proposed to be employed on the project with relevant similar completed projects listed. Refer to Section T2.2.14, FORM N, for the key personnel proposed to be employed on the project (failure to complete FORM N: information of key personnel with list of completed projects will deem the bidder non-compliant).</p> <p>III. This curriculum vitae is to include specific details of these individuals including, inter alia, technical qualifications and past experience on projects.</p> <p>IV. Tenderer are also to include previous company experience for similar successfully completed Drilling & Equipping of Borehole projects within the</p> |

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| | | <p>last ten (10) years. Evidence to be provided in FORM L of returnable schedules and Completion Certificates must be attached (failure to complete FORM L: list of completed projects and attach completion certificates will deem the bidder non-compliant).</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">CRITERIA</th> <th style="width: 40%;">GUIDELINES FOR CRITERIA APPLICATION</th> <th colspan="3">COMPLY</th> </tr> <tr> <td></td> <td></td> <th style="width: 10%;">YES</th> <th style="width: 10%;">NO</th> <th style="width: 10%;">REMARKS</th> </tr> </thead> <tbody> <tr> <td>1. Foreman</td> <td>The foreman must have successfully completed a minimum of three (3) Drilling & Equipping of Borehole projects within the last ten (10) years. (Evidence to be provided in FORM N of returnable schedules).</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2. Company Experience</td> <td>The company is required to demonstrate relevant experience and competency. Tenderers are required to submit full details of, and reliable contactable references for, minimum of three (3) Drilling & Equipping of Borehole projects of a similar scope which were successfully completed in the last ten (10) years. (Evidence to be provided in FORM L of returnable schedules and Completion Certificates for each project must be attached).</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> | CRITERIA | GUIDELINES FOR CRITERIA APPLICATION | COMPLY | | | | | YES | NO | REMARKS | 1. Foreman | The foreman must have successfully completed a minimum of three (3) Drilling & Equipping of Borehole projects within the last ten (10) years. (Evidence to be provided in FORM N of returnable schedules). | | | | 2. Company Experience | The company is required to demonstrate relevant experience and competency. Tenderers are required to submit full details of, and reliable contactable references for, minimum of three (3) Drilling & Equipping of Borehole projects of a similar scope which were successfully completed in the last ten (10) years. (Evidence to be provided in FORM L of returnable schedules and Completion Certificates for each project must be attached). | | | |
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| CRITERIA | GUIDELINES FOR CRITERIA APPLICATION | COMPLY | | | | | | | | | | | | | | | | | | | | |
| | | YES | NO | REMARKS | | | | | | | | | | | | | | | | | | |
| 1. Foreman | The foreman must have successfully completed a minimum of three (3) Drilling & Equipping of Borehole projects within the last ten (10) years. (Evidence to be provided in FORM N of returnable schedules). | | | | | | | | | | | | | | | | | | | | | |
| 2. Company Experience | The company is required to demonstrate relevant experience and competency. Tenderers are required to submit full details of, and reliable contactable references for, minimum of three (3) Drilling & Equipping of Borehole projects of a similar scope which were successfully completed in the last ten (10) years. (Evidence to be provided in FORM L of returnable schedules and Completion Certificates for each project must be attached). | | | | | | | | | | | | | | | | | | | | | |
| F.3.11.3 | Method 3: Scoring Points and preference | <p>Scoring financial offers:</p> <p>The formula to determine points for price is:</p> <p>THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS</p> <p>A maximum of 80 or 90 points is allocated for price on the following basis:</p> <p style="text-align: center;">80/20 or 90/10</p> $Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$ <p>Where</p> <p>Ps = Points scored for price of tender under consideration</p> <p>Pt = Price of tender under consideration</p> <p>Pmin = Price of lowest acceptable tender</p> | | | | | | | | | | | | | | | | | | | | |
| F.3.11.8 | | <p>1.1 Evaluation in terms of 80/20 preference point system as prescribed in the Preferential Procurement Regulations 2022.</p> <p>COMPETITIVE PRICE QUOTATION PROCESS (UP TO R 1 MILLION)</p> <p>Apply the 80/20 Preference Point system where a maximum of Eighty (80) tender adjudication points will be awarded for price. Twenty (20) points will be awarded for preference in terms of the Preferential Procurement Policy</p> | | | | | | | | | | | | | | | | | | | | |

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

| | | <p style="text-align: center;">Framework Act (Act 5 of 2000) and Preferential Procurement Regulation, 2022.</p> <p>1.1.1 To be completed by the organ of state: Tender The maximum points for this tender are allocated as follows:</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr style="background-color: #ff0000; color: white;"> <th style="width: 70%;"></th> <th style="width: 30%;">POINTS</th> </tr> </thead> <tbody> <tr style="background-color: #ffff00;"> <td style="text-align: center;">PRICE</td> <td style="text-align: center;">80</td> </tr> <tr style="background-color: #ffff00;"> <td style="text-align: center;">SPECIFIC GOALS</td> <td style="text-align: center;">20</td> </tr> <tr style="background-color: #ff0000; color: white;"> <td style="text-align: center;">Total points for Price and SPECIFIC GOALS</td> <td style="text-align: center;">100</td> </tr> </tbody> </table> | | POINTS | PRICE | 80 | SPECIFIC GOALS | 20 | Total points for Price and SPECIFIC GOALS | 100 |
|--|------------|--|--|--------|--------------|----|-----------------------|----|--|------------|
| | POINTS | | | | | | | | | |
| PRICE | 80 | | | | | | | | | |
| SPECIFIC GOALS | 20 | | | | | | | | | |
| Total points for Price and SPECIFIC GOALS | 100 | | | | | | | | | |

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| F.3.11.9 | Scoring functionality | <p>The tender must make sure that they complete the SBD 6.1 attached so that they can claim the Specific Goals (20) points.</p> <ol style="list-style-type: none"> 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. 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. Bidders who wish to claim points in terms of table 4.2 on SBD 6.1 need to provide proof for each point claimed as guided below: <ul style="list-style-type: none"> Who had no franchise in national elections before the 1983 and 1993 Constitution – attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity. Who is female- attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity. Who has a disability – attach doctor’s letter confirming the disability Who is youth - attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity. |
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| Reference to relevant clauses in Standard Conditions of Tender | Addition or Variation to Standard Condition of Tender |
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| F.3.11.10 Risk Analysis | <p>“Add the following new subclause:”</p> <p>Notwithstanding compliance with regard to CIDB registration or any other requirements of the tender, the employer will perform a risk analysis in respect of the following:</p> <ol style="list-style-type: none"> reasonableness of the financial offer reasonableness of unit rates and prices reasonableness of the Contract Participation Goals tendered the tenderers ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation, personnel to perform the contract, etc. |

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

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| F.3.12 | Insurance provided by the Employer | Replace the contents of the clause with the following: "The Employer will not take out any insurance." |
| F.3.13 | Acceptance of tender offer: | A Tender Offer will only be accepted on condition that such acceptance is not prohibited in terms of Clause 44 of the Supply Chain Management Regulations published in terms of the Public Finance Management Act, 2003. |
| F.3.17 | Provide copies of the contract | One signed copy of the contract shall be provided by the Employer to the successful Tenderer. |

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

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| F.4 | ADDITIONAL CONDITIONS OF TENDER |
| The additional conditions of Tender are: | |
| F.4.1 | <p>Compliance with Occupational Health and Safety Act 1993</p> <p>Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.</p> <p>In this regard the Contractor shall submit, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:</p> <ol style="list-style-type: none"> (1) Management Structure, Site Supervision and Responsible Persons including a succession plan. (2) Contractor's induction training programme for Employees, Sub-contractors and Visitors to the Site. (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications. (4) Regular monitoring procedures to be performed. (5) Regular liaison, consultation and review meetings with all parties. (6) Site security, welfare facilities and first aid. (7) Site rules and fire and emergency procedures. <p>Tenderers are to note that the Contractor is required to ensure that all Sub-contractors or others engaged in the performance of the Contract also comply with the above requirements. The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.</p> <p>The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in Section C1.3.2 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the Contract.</p> |

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

CIDB STANDARD CONDITIONS OF TENDER

SECTION T1.2.1: CIDB STANDARD CONDITIONS OF TENDER

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

TABLE OF CONTENTS

| | | | |
|------------|---|------------|-------------------------------------|
| F.1 | GENERAL..... | 27 | Error! Bookmark not defined. |
| F.1.1 | ACTIONS..... | 27 | |
| F.1.2 | TENDER DOCUMENTS..... | 27 | |
| F.1.3 | INTERPRETATION..... | 27 | |
| F.1.4 | COMMUNICATION AND EMPLOYER'S AGENT..... | 28 | |
| F.1.5 | THE EMPLOYER'S RIGHT TO ACCEPT OR REJECT ANY TENDER OFFER | 28 | ERROR! BOOKMARK NOT DEFINED. |
| F.1.6 | PROCUREMENT PROCEDURES..... | 28 | |
| F.2 | TENDERER'S OBLIGATIONS | 29 | |
| F.2.1 | ELIGIBILITY..... | 29 | |
| F.2.2 | COST OF TENDERING..... | 29 | |
| F.2.3 | CHECK DOCUMENTS..... | 30 | |
| F.2.4 | CONFIDENTIALITY AND COPYRIGHT OF DOCUMENTS..... | 30 | |
| F.2.5 | REFERENCE DOCUMENTS..... | 30 | |
| F.2.6 | ACKNOWLEDGE ADDENDA..... | 30 | |
| F.2.7 | CLARIFICATION MEETING..... | 30 | |
| F.2.8 | SEEK CLARIFICATION..... | 30 | |
| F.2.9 | INSURANCE..... | 30 | |
| F.2.10 | PRICING THE TENDER OFFER..... | 30 | |
| F.2.11 | ALTERATIONS TO DOCUMENTS..... | 31 | |
| F.2.12 | ALTERNATIVE TENDER OFFERS..... | 31 | |
| F.2.13 | SUBMITTING A TENDER OFFER..... | 31 | |
| F.2.14 | INFORMATION AND DATA TO BE COMPLETED IN ALL RESPECTS..... | 32 | |
| F.2.15 | CLOSING TIME..... | 32 | |
| F.2.16 | TENDER OFFER VALIDITY..... | 32 | |
| F.2.17 | CLARIFICATION OF TENDER OFFER AFTER SUBMISSION..... | 32 | |
| F.2.18 | PROVIDE OTHER MATERIAL..... | 32 | |
| F.2.19 | INSPECTIONS, TESTS AND ANALYSIS..... | 33 | |
| F.2.20 | SUBMIT SECURITIES, BONDS, POLICIES, ETC..... | 33 | |
| F.2.21 | CHECK FINAL DRAFT..... | 33 | |
| F.2.22 | RETURN OF OTHER TENDER DOCUMENTS..... | 33 | |
| F.2.23 | CERTIFICATES..... | 33 | |
| F.3 | THE EMPLOYER'S UNDERTAKINGS..... | 333 | |
| F.3.1 | RESPOND TO REQUESTS FROM THE TENDERER..... | 333 | |
| F.3.2 | ISSUE ADDENDA..... | 33 | |
| F.3.3 | RETURN LATE TENDER OFFERS..... | 34 | |
| F.3.4 | OPENING OF TENDER SUBMISSIONS..... | 34 | |
| F.3.5 | TWO-ENVELOPE SYSTEM..... | 34 | |
| F.3.6 | NON-DISCLOSURE..... | 34 | |
| F.3.7 | GROUND FOR REJECTION AND DISQUALIFICATION..... | 34 | |
| F.3.8 | TEST FOR RESPONSIVENESS..... | 34 | |
| F.3.9 | ARITHMETICAL ERRORS, OMISSIONS AND DISCREPANCIES..... | 35 | |
| F.3.10 | CLARIFICATION OF A TENDER OFFER..... | 35 | |
| F.3.11 | EVALUATION OF TENDER OFFERS..... | 36 | |
| F.3.12 | INSURANCE PROVIDED BY THE EMPLOYER..... | 39 | |
| F.3.13 | ACCEPTANCE OF TENDER OFFER..... | 39 | |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.3.14 PREPARE CONTRACT DOCUMENTS..... 39
F.3.15 COMPLETE ADJUDICATOR'S CONTRACT..... 39
F.3.16 NOTICE TO UNSUCCESSFUL TENDERERS..... 39
F.3.17 PROVIDE COPIES OF THE CONTRACTS..... 40
F.3.18 PROVIDE WRITTEN REASONS FOR ACTIONS TAKEN..... 40

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.1 GENERAL

F.1.1 Actions

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

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

Note:

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially.
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit.
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis.
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process.
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels.
- e) **organisation** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body.
- f) **quality (functionality)** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

F.1.4 Communication and Employer's agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

F.1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.

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

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the Employer shall announce only the names of the tenderers who make a submission.

The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

- F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the Employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
- F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the Employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
- F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 TENDERER'S OBLIGATIONS

F.2.1 Eligibility

- F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with Employer.
- F.2.1.2 Notify the Employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the Employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the Employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

F2.2.1 Accept that, unless otherwise stated in the tender data, the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

F2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the Employer.

F.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

F.2.16.3 Accept that a tender submission that has been submitted to the Employer may only be withdrawn or substituted by giving the Employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2.18.2 Dispose of samples of materials provided for evaluation by the Employer, where required.

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds, policies, etc.

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

If so instructed by the Employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

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

F.3 THE EMPLOYER'S UNDERTAKINGS

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

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

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

- a) Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in figures shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected.
- c) Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- d) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices. Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.10 Clarification of a tender offer

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

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Mandatory Eligibility Criteria

Tenderers will be evaluated as per the Preferential Procurement Regulation which prescribes that all bid submitted must comply with the Mandatory Eligibility Criteria of this tender. If not that will be disqualified and will not pass to the method of evaluation.

F.3.11.3 Method 2: Technical Criterion

1. Foreman- If the person has successfully completed minimum of three (3) Drilling & Equipping of Borehole projects within the last ten (10) years. (Evidence to be provided in Form N of returnable schedules).
2. Experience- Tenderers are required to demonstrate relevant past experience and competency. Tenderers are required to submit full details of, and reliable contactable references for, projects of a similar scope which were successfully completed in the last ten (10) years.
 - We are looking for experience in successfully completed minimum of three (3) Drilling & Equipping of Borehole projects within the last ten (10) year. (Evidence to be provided in Form L of returnable schedules).

F.3.11.4 Method 3: Scoring Points and preference

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

1.1 To be completed by the organ of state

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

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

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

1.3 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 |

 Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

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

1.5 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.

1.6 Bidders who wish to claim points in terms of table 4.2 below need to provide proof for each point claimed as guided below:

- Who had no franchise in national elections before the 1983 and 1993 Constitution – **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
- Who is female- **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
- Who has a disability – **attach doctor’s letter confirming the disability**
- Who is youth - **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps= Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

| | | |
|---|-----------|---|
| 80/20 | or | 90/10 |
| $Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$ | or | $Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$ |

Where

Ps= Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

F.3.12 Insurance provided by the Employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

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

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

F3.19 Transparency in the procurement process

F3.19.1 The cidb prescripts require that tenders must be advertised and be registered on the cidb I. Tender system.

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

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

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

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

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

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

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

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

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

INDEX

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

| SECTION | DESCRIPTION | Page |
|------------------|--|-------------------------------------|
| PART T2: | RETURNABLE DOCUMENTS..... | 42 |
| SECTION T2.1: | LIST OF RETURNABLE DOCUMENTS | 42 |
| SECTION T2.2: | RETURNABLE SCHEDULES..... | ERROR! BOOKMARK NOT DEFINED. |
| SECTION T2.2.1: | FORM A: PROPOSED SUBCONTRACTORS..... | Error! Bookmark not defined. |
| SECTION T2.2.2: | FORM B: BIDDER'S DISCLOSURE (SBD 4) | 44 |
| SECTION T2.2.3: | FORM C: NATIONAL INDUSTRIAL PARTICIPATION SBD 5..... | 52 |
| SECTION T2.2.4: | FORM D: PREFERENCE POINTS CLAIM FORM (SBD 6.1)..... | 55 |
| SECTION T2.2.6: | FORM F: RECORD OF ADDENDA | Error! Bookmark not defined. |
| SECTION T2.2.7: | FORM G: AUTHORITY OF SIGNATORY..... | Error! Bookmark not defined. |
| SECTION T2.2.8: | FORM H: STATUS OF CONCERN SUBMITTING TENDER..... | Error! Bookmark not defined. |
| SECTION T2.2.9: | FORM K: SCHEDULE OF PLANT AND EQUIPMENT | 77 |
| SECTION T2.2.10: | FORM L: SCHEDULE OF WORK CARRIED OUT BY TENDERER..... | 78 |
| SECTION T2.2.11: | FORM M: CERTIFICATE OF TENDERER'S VISIT TO THE SITE | 79 |
| SECTION T2.2.12: | FORM N: KEY-PERSONNEL/SUPERVISORY & MANAGEMENT STAFF | 80 |
| SECTION T2.2.13: | FORM O: KEY-PERSONS & NON-LOCAL WORKERS TO EMPLOYED | 81 |
| SECTION T2.2.14: | FORM P: QUALITY MANAGEMENT SYSTEMS..... | 82 |
| SECTION T2.2.15: | FORM Q: COMPLIANCE WITH OHS&A (ACT 85 OF 1993) | 83 |
| SECTION T2.2.16: | FORM R: PRELIMINARY PROGRAMME | 84 |
| SECTION T2.2.17: | FORM S: ESTIMATED MONTHLY EXPENDITURE | 85 |
| SECTION T2.2.18: | FORM T: ALTERATIONS BY TENDERER..... | 86 |
| SECTION T2.2.29: | FORM U: SUPPLIER MAINTENANCE FORM | Error! Bookmark not defined. |
| SECTION T2.2.20: | FORM V: LABOUR PARTICIPATION DECLARATION | 70 |
| SECTION T2.2.21: | FORM W: COMPULSORY ENTERPRISE QUESTIONNAIRE | 71 |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART T2: RETURNABLE DOCUMENTS

SECTION T2.1: LIST OF RETURNABLE DOCUMENTS

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

| Clause referred to in Standard Conditions of Tender | Document |
|---|---|
| F.2.1; F.2.1.1 | Tenderers must provide their CRS Numbers of the registered Contractor as well JV Partner*. CRS numbers of Tenderers or JV partners needs to be supplied. |
| | All contractors, even tendering in JV, must be registered with CIDB. The lead partner has a contractor grading designation of not lower than one level below the required grading i.e. 2CE designation |
| | *NB: Recent printout from CIDB website indicating the CRS number will also be accepted. |
| F.2.1.1 | <p>Only those Tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 2CE or Higher Class of construction works, are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that they comply with all three of the following conditions:</p> <ol style="list-style-type: none"> 1. Every member of a joint venture is registered with the CIDB. 2. The lead partner has a contractor grading designation of not lower than one level below the required grading designation of 2CE of construction works. 3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor designation determined in accordance with the sum tendered for a 2CE class of civil engineering works, is eligible to submit tenders. |
| F.2.1; F.2.1.1; F.2.7 | Tenderers must have attended the compulsory clarification inspection. |
| F.2.1; F.2.1.1; F.2.28 | <ol style="list-style-type: none"> 1.1 Bidders must ensure compliance with their tax obligations. 1.2 Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to verify the taxpayer's profile and tax status. 1.3 Application for tax compliance status (TCS) PIN may be made via e-filing through the SARS website www.sars.gov.za. 1.4 Bidders may also submit a printed TCS certificate or provide Tax pin together with the bid. 1.5 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / PIN / CSD number. <p>Where consortium/ joint ventures are involved, each party to the association must submit <u>separate CSD reports or confirm the CSD number on their respective letterhead.</u></p> <p>No tender may be awarded to any tenderer whose tax matters have not been declared by the SARS to be in order.</p> |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

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

SECTION T2.2.2: FORM B: BIDDER'S DISCLOSURE (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 | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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.

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

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

2.2.1 If so, furnish particulars:

.....
.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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.

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature Date

.....
Position Name of bidder

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

SECTION T2.2.3: FORM C: NATIONAL INDUSTRIAL PARTICIPATION SBD 5

SBD 5

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

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

1 PILLARS OF THE PROGRAMME

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

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

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

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

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

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

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

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

4 PROCESS TO SATISFY THE NIP OBLIGATION

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

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

Js475wc

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

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

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

PRICE QUOTATION PROCESS (UP TO R 1 MILLION)

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

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

1. DEFINITIONS

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2. GENERAL CONDITIONS

2.1 The following preference point systems are applicable to invitations to tender:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

2.2 To be completed by the organ of state

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

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

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

2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

- 2.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 2.6 Tenderers that fail to claim points for specific goals or that fail to fully complete the table in paragraph 2.12 below, will not be awarded points for specific goals.
- 2.7 Tenderers that make a calculation error when claiming points as per the table in paragraph 2.12 below, will not be awarded points for specific goals. Please take note of the examples on how to calculate points for specific goals as per paragraph 2.12 below.
- 2.8 Tenderers that fail to submit the correct SBD 6.1 form as issued by the Department of Agriculture, Land Reform and Rural Development, will not be awarded points for specific goals.
- 2.9 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

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

2.10.1 Historically Disadvantaged individuals (HDI):

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

2.10.2 Who is female:

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

2.10.3 Who has a disability:

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

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

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

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

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) | Percentage ownership equity (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|---|---|
| I. HDI | 10 | | |
| II. Who is female | 5 | | |
| III. Who has a disability | 2 | | |
| IV. Specific goal: Who is youth | 3 | | |
| V. Specific goal: Locality | 3 | | |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

- (I) A maximum of 10 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 10 ÷ 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 3 points may be allocated to tenderers who are youth, 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 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

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

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

3.2.1 POINTS AWARDED FOR PRICE

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

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

4.4 A tenderer will not be awarded points for HDI if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for the same number or more points for equity ownership.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5. SUB-CONTRACTING

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

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

5.1.1 If yes, indicate:

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

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1 Name of company/firm.....

6.2 Company registration number:

6.3 TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

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

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

| | |
|---|-------|
| SIGNATURE(S) OF TENDERER(S) | |
| SURNAME AND NAME: | |
| DATE: | |
| ADDRESS: | |
| | |
| | |
| | |

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

SECTION T2.2.6: FORM F: RECORD OF ADDENDA

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

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

Attach additional pages if more space is required.

 Signature of Authorized Person

 Date

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

SECTION T2.2.7: FORM G: AUTHORITY OF SIGNATORY

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

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 Authorized Person

Date

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

SECTION T2.2.8: FORM H: STATUS OF CONCERN SUBMITTING TENDER

1. GENERAL

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

Company Closed Corporation Partnership
One-man concern Joint Venture

2. INFORMATION TO BE PROVIDED

(Block letters)

2.1 If the tenderer is a Company:

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

2.2 If the tenderer is a Closed Corporation:

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

2.3 If the tenderer is a Partnership:

- a) List the partners.

2.4 If the tenderer is a One-man concern:

- a) Provide the full name and ID number of the person.

2.5 If the tenderer is a Joint Venture:

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

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

Yes / No Registration nr.:

Signature of Authorized Person

Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

(a) Details of major equipment that is owned by and immediately available for this contract.

PROOF OF OWNERSHIP MUST BE ATTACHED.

| Quantity | Description, size, capacity, etc. |
|----------|-----------------------------------|
| | |
| | |
| | |
| | |
| | |
| | |

Attach additional pages if more space is required.

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

PROOF OF LEASE AGREEMENT MUST BE ATTACHED OR A LETTER OF INTENT FROM A HIRING COMPANY.

| Quantity | Description, size, capacity, etc. |
|----------|-----------------------------------|
| | |
| | |
| | |
| | |
| | |
| | |

Attach additional pages if more space is required.

 Signature of Authorized Person

 Date

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

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

The tenderer shall list in the spaces provided below the company's successfully completed Drilling & Equipping of Borehole contracts of similar scope (Drilling & Equipping of Borehole projects). This information shall be deemed to be material to the award of this tender.

The bidder is required to list successfully completed Drilling & Equipping of Borehole projects within the last 10 years below as well as a list of contactable references that still have knowledge of the project listed.

Note: that any project with incomplete details and non-submission of completion certificates will be deemed non-compliant.

| Employer (Name, Tel No, Fax No) | Consulting Engineer (Name, Tel No, Fax No) | Nature of Work | Value of Work | Practical Completion Attached (Year) |
|--|--|----------------|---------------|--------------------------------------|
| List of successfully completed Drilling & Equipping of Borehole projects within the last 10 years | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

 Signature of Authorized Person

 Date

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

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

This is to certify that I,

Representative of (Tenderer)

Of (address).....
.....
.....

Telephone No:

Fax No:

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

In the company of (Engineer's representative)

Signature (Tenderer's Representative)

Signature (Engineer's Representative)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.12: FORM N: KEY-PERSONNEL/SUPERVISORY & MANAGEMENT STAFF

The Tenderer shall, submit the name of the Foreman that will be employed to supervise this Contract. **The bidder must attach the CV that includes list of successfully completed Drilling & Equipping of Borehole projects by the Foreman within the last 10 years or complete this form.**

Note: incomplete details will be deemed non-compliant.

| Foreman | | | |
|-------------------------------|---|----------------|----------------|
| Name of Foreman: | | | |
| Indicate years of experience: | | | |
| Current employer: | | | |
| Name of Project Completed | Name of Employer (Name, Tel. No, Email) | Nature of Work | Year Completed |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

 Signature of Authorized Person

 Date

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

SECTION T2.2.13: FORM O: KEY-PERSONS & NON-LOCAL WORKERS TO EMPLOYED

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

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

Attach additional pages if more space is required.

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

 Signature of Authorized Person

 Date

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

SECTION T2.2.14: FORM P: QUALITY MANAGEMENT SYSTEMS

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

| | Internal | External | Name of responsible Company /or Person (In case of Person give years' experience and qualification) |
|----------------------------------|----------|----------|---|
| Excavation | | | |
| Drilling & Equipping of Borehole | | | |

 Signature of Authorized Person

 Date

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

SECTION T2.2.15: FORM Q: COMPLIANCE WITH OHSA (ACT 85 OF 1993)

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

1. Is the Contractor familiar with the OHSA (ACT 85 of 1993) and its Regulations?
Yes / No

2. Who will prepare the Contractor's Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).
Yes / No

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

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

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

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

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

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

Signature of Authorized Person

Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.16: FORM R: PRELIMINARY PROGRAMME

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

Note: The programme must be based on the completion time as specified in the Contract Data.

Signature of Authorized Person

Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.20: FORM T: LABOUR PARTICIPATION DECLARATION

Definitions

a. Targeted Labour

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

b. Target Group

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

c. PREFERENTIAL PROCUREMENT PROCEDURES AND REQUIREMENTS

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

d. USE OF LOCAL LABOUR

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

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

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

The numbers stated in the "Key Personnel" forms shall be strictly controlled during the Contract Period and any increase in numbers shall be subject to the approval of the Engineer."

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

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

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

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

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

The disabled component of the total labour force, including labour employed by must be maximised and must take up not less than 1% of the total labour days expended on the contract.

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

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

.....

Signature of Authorized Person

.....

Date

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

SECTION T2.2.21: FORM V: 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;

Name: Position:

Signature of person authorised to sign the tender:

Date:

Enterprise Name:

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

PART C1: AGREEMENT AND CONTRACT DATA

| SECTION | DESCRIPTION | Page |
|-----------------|--|-------------------------------------|
| PART C1: | AGREEMENT AND CONTRACT DATA | 72 |
| SECTION C1.1: | FORM OF OFFER AND ACCEPTANCE..... | 73 |
| SECTION C1.2: | CONTRACT DATA (CONDITIONS OF CONTRACT) | 79 |
| SECTION C1.3: | PRO-FORMA FORMS (TO BE COMPLETED BY SUCCESSFUL TENDERER ONLY)..... | 86 |
| SECTION C1.3.1: | CONSTRUCTION GUARANTEE (PRO-FORMA) | Error! Bookmark not defined. |
| SECTION C1.3.2: | OHS AGREEMENT BETWEEN EMPLOYER AND CONTRACTOR (PRO-FORMA)..... | 89 |
| SECTION C1.3.3: | AUTHORITY FOR SIGNATORY TO SIGN OH&S AGREEMENT | Error! Bookmark not defined. |
| SECTION C1.3.4: | NOTIFICATION OF CONSTRUCTION WORK..... | 93 |
| SECTION C1.3.5: | SAMPLE AGREEMENT BETWEEN CONTRACTOR AND CLO... .. | Error! Bookmark not defined. |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION C1.1: FORM OF OFFER AND ACCEPTANCE

IMPORTANT NOTE:

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

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

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM OF OFFER AND ACCEPTANCE

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

CONTRACT NO.: SSC WC Q11 (2023/2024) DALRRD

APPOINTMENT OF A CONTRACTOR FOR DRILLING & EQUIPPING OF ONE
BOREHOLE IN VREDENDAL NORTH SITUATED IN THE MATZIKAMA LOCAL
MUNICIPALITY IN THE WESTERN CAPE PROVINCE

Offer:

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of a contractor for APPOINTMENT OF A CONTRACTOR FOR DRILLING & EQUIPPING OF ONE BOREHOLE IN VREDENDAL NORTH SITUATED IN THE MATZIKAMA LOCAL MUNICIPALITY IN THE WESTERN CAPE PROVINCE

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

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

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

Amount in Words:

.....

R.....(in figures)

(Should there be a discrepancy between the amounts in figures and words, the amount in figures shall govern.)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

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

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

FOR THE CONTRACTOR

Signature (of Person authorised to sign the Tender):

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

Capacity (of Signatory):
.....

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

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

Telephone number: Fax

E-mail address: Date:

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Acceptance:

APPOINTMENT OF A CONTRACTOR FOR DRILLING & EQUIPPING OF ONE BOREHOLE IN VREDENDAL NORTH SITUATED IN THE MATZIKAMA LOCAL MUNICIPALITY IN THE WESTERN CAPE PROVINCE

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

The terms of the contract, are contained in:

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

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

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

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

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

FOR THE EMPLOYER:

Name: Name:

Signature: Signature:

Capacity: Capacity:

For the Employer:

(Insert the name and address of organisation)

Name of Witness: Signature:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Schedule of Deviations:

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

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

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

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

FOR THE EMPLOYER:

Name: Name:

Signature: Signature:

Capacity: Capacity:

For the Employer:

.....

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

Name of Witness: Signature:

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

FOR THE TENDERER:

Name: Name:

Signature: Signature:

Capacity: Capacity:

For the Contractor:

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

Name of Witness: Signature:

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

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

CONTRACT DATA

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

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

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

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

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

PART 1: DATA PROVIDED BY THE EMPLOYER

| REF CLAUSE No | | | |
|---|--|---|--|
| 1.1.1.13 | The Defects Liability Period is 12 (twelve) months. | | |
| 1.1.1.14 | The time for achieving Practical Completion is no longer than 3 (Three) months. | | |
| 1.1.1.15 | The Employer is: Department of Agriculture, Land Reform and Rural Development | | |
| 1.2.1.2 | <p>Address of Employer:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> Physical: 14 Long Street CAPE TOWN 8001 Telephone No: (021) 409-0529 </td> <td style="width: 50%; border: none;"> Postal: Private Bag X9159 Cape Town 8000 Fax No: (021) 409-0535 </td> </tr> </table> | Physical: 14 Long Street CAPE TOWN 8001 Telephone No: (021) 409-0529 | Postal: Private Bag X9159 Cape Town 8000 Fax No: (021) 409-0535 |
| Physical: 14 Long Street CAPE TOWN 8001 Telephone No: (021) 409-0529 | Postal: Private Bag X9159 Cape Town 8000 Fax No: (021) 409-0535 | | |
| 1.1.1.16 | The Employer's Agent is: Provincial Department of Agriculture | | |
| 1.2.1.2 | <p>Address of Employer's Agent:</p> <p>Physical: Provincial Department of Agriculture PDOA Noord Street Vredendal</p> <p>e-mail: Marius.DuRandt2@westerncape.gov.za Telephone No: 027 201 35 02/01</p> | | |
| 1.1.1.26 | The Pricing Strategy is Re-measurable Contract. | | |
| 2.4 | <p>Add the following:</p> <p>In the event of any ambiguity, conflict or discrepancy between the various contract documents, lists and schedules, the order of precedence (from highest to lowest) shall be as follows:</p> <ol style="list-style-type: none"> 1. Contract Agreement 2. Tender Offer 3. Appendix to Tender 4. Special Conditions of Contract 5. General Conditions of Contract 6. Project Specification 7. Schedule of Quantities 8. Working Drawings | | |
| 3.2.3 | <p>The Employer's Agent shall obtain the specific approval of the Employer before executing any of the following functions or duties:</p> <p>a) The issuing of a variation order in terms of Clause 6.3.2.</p> | | |
| 4.3.2 | <p>If required, and for the duration of this contract, the Contractor shall provide proof to the Employer's Agent that the Contractor is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in this Contract. Failure to provide such proof shall entitle the Employer to withhold any payments due to the Contractor until such proof is provided.</p> | | |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

[Signature Box]
Contractor

[Signature Box]
Witness 1

[Signature Box]
Witness 2

[Signature Box]
Employer

[Signature Box]
Witness 1

[Signature Box]
Witness 2

| | |
|-----------|---|
| | <p>experienced.</p> <p>It shall be noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.</p> |
| 5.13.1 | The penalty for failing to complete the Works is R2 000.00 per calendar day. The penalty for failing to achieve local Labour requirements is R800.00 per person per day. |
| 5.16.3 | The latent defect period is 10 years. |
| 6.2.1 | <p>The Contractor shall deliver to the Employer within such time as may be stated in the Contract Data a Performance Guarantee of an Insurance Company or Bank as security.</p> <p>The said Company or Bank shall be subject to approval by the Employer.</p> <p>The Performance Guarantee is to contain the wording of the document included in Section C: Performance Guarantee.</p> <p>The Performance Guarantee shall be ten per cent (10%) of the Tender Price.</p> |
| 6.2.2 | Delete Clause 6.2.2 in its entirety. |
| 6.2.3 | The expiry date shall be the date, of the issue by the Employer's Agent, of the Certificate of Completion of the Works. |
| 6.3.1 | <p>Add the following:</p> <p>Variations that have a financial implication will be approved by the department in line with the departmental approved Supply Chain Management Delegation of Authority.</p> <p>Contingencies: Contingencies is under the sole control of the department and upon approval by the Delegated authority.</p> |
| 6.5.1.2.3 | <p>The percentage allowances to cover overhead charges are:</p> <ul style="list-style-type: none"> • 25% of the gross remuneration of workmen and foremen actually engaged in the day work; • 15% on the net cost of materials actually used. <p>No allowance will be made for work done, or for materials and equipment, for which day work rates have been quoted at tender stage.</p> |
| 6.8.2 | <p><i>Add the following to Clause 6.8.2:</i></p> <p>The Contract Price shall not be subject to any contract price adjustment and the rates and prices tendered in the bill of quantities shall be final and binding throughout the period of the Contract.</p> <p>Notwithstanding the above, if special materials are specified in Part 2 of the Contract Data then the provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials.</p> <p>Furthermore if, as a result of any extension of time granted, the duration of the contract period exceeds one year, the contract will automatically be subject to contract price adjustment for that period by which the extended contract period exceeds such one year.</p> <p>Where applicable, in terms of the foregoing, the value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</p> <p>The value of "x" is 0,15.</p> <p>The values of the coefficients are: a = 0,20 b = 0,25 c = 0,50 d = 0,05</p> |

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

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

 Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

| | |
|---------|---|
| 8.6.1.3 | The limit of public liability insurance is R2 000 000-00 for any single claim – the number of claims to be unlimited during the construction and defects liability periods. |
| 8.6.1.5 | <p>In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required:</p> <ul style="list-style-type: none"> a) Insurance of construction equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement. b) Insurance in terms of the provisions of the Compensation for Occupational injuries and Diseases Act No. 130 of 1993. c) Motor Vehicle Liability Insurance comprising (as a minimum) “Balance of Third Party” risks including Passenger Liability Indemnity. <p>Where the contract involves manufacturing and/or fabrication of the Works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the Works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor’s Policies of Insurance.</p> |
| 8.6.6 | The evidence that the insurances have been effected in terms of Clause 8.6.1, shall be in the form of an insurance broker’s warranty. |
| 10.5.3 | The number of Adjudication Board Members to be appointed is one. |

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

SECTION B: DATA TO BE PROVIDED BY CONTRACTOR

PART 2: DATA PROVIDED BY THE CONTRACTOR

| REF CLAUSE No | | | | | | | | | |
|---|--|---|--|---------------------------------------|----|---|----|---|-----|
| 1.1.1.9 | The name of the Contractor is <p style="text-align: center;"><i>[Enter the Legal name of the Contractor].</i></p> | | | | | | | | |
| 1.2.1.2 | Address of Contractor: Physical: Postal: e-mail: Telephone No: Fax No: | | | | | | | | |
| 6.2.1 | The security to be provided by the Contractor shall be one of the following: <table border="1" style="margin-left: 20px; width: 80%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%; text-align: center;"><u>Type of security</u> (VAT shall be excluded from the Contract Sum and the value of the Works for calculating the percentages)</th> <th style="width: 30%; text-align: center;">Contractor's choice (Indicate "Yes" or "No")</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">Retention of 10% of the Contract Sum.</td> <td style="text-align: center; padding: 5px;">NO</td> </tr> <tr> <td style="padding: 5px;">Cash deposit of 10% of the Contract Sum plus retention of 5% of the value of the Works.</td> <td style="text-align: center; padding: 5px;">NO</td> </tr> <tr> <td style="padding: 5px;">Performance guarantee of 10% of the Contract Sum plus retention of 10% of the value of the Works until a Completion Certificate is signed and handed over to the Contractor, upon which 5% can be released and 5% retention held until the 1 year defect liability period is over and a Final Approval Certificate is signed and handed over to the Contractor.</td> <td style="text-align: center; padding: 5px;">YES</td> </tr> </tbody> </table> | <u>Type of security</u> (VAT shall be excluded from the Contract Sum and the value of the Works for calculating the percentages) | Contractor's choice (Indicate "Yes" or "No") | Retention of 10% of the Contract Sum. | NO | Cash deposit of 10% of the Contract Sum plus retention of 5% of the value of the Works. | NO | Performance guarantee of 10% of the Contract Sum plus retention of 10% of the value of the Works until a Completion Certificate is signed and handed over to the Contractor, upon which 5% can be released and 5% retention held until the 1 year defect liability period is over and a Final Approval Certificate is signed and handed over to the Contractor. | YES |
| <u>Type of security</u> (VAT shall be excluded from the Contract Sum and the value of the Works for calculating the percentages) | Contractor's choice (Indicate "Yes" or "No") | | | | | | | | |
| Retention of 10% of the Contract Sum. | NO | | | | | | | | |
| Cash deposit of 10% of the Contract Sum plus retention of 5% of the value of the Works. | NO | | | | | | | | |
| Performance guarantee of 10% of the Contract Sum plus retention of 10% of the value of the Works until a Completion Certificate is signed and handed over to the Contractor, upon which 5% can be released and 5% retention held until the 1 year defect liability period is over and a Final Approval Certificate is signed and handed over to the Contractor. | YES | | | | | | | | |

Signature of Authorized Person

Date

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

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

CONSTRUCTION GUARANTEE (PRO-FORMA)

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

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

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

CONSTRUCTION GUARANTEE (PRO-FORMA)

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means

Physical address

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

Guarantor's signatory 1 Capacity

Guarantor's signatory 1 Capacity

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

Contractor means

Agent means **N/A**

Works means **APPOINTMENT OF A CONTRACTOR FOR DRILLING & EQUIPPING OF ONE BOREHOLE IN VREDENDAL NORTH**

Site means **VREDENDAL NORTH MUNICIPAL COMMONAGE SITUATED IN THE MATZIKAMA LOCAL MUNICIPALITY IN THE WESTERN CAPE PROVINCE**

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

Contract Sum means the accepted amount inclusive of tax of R

Amount in words

Guaranteed Sum means the maximum aggregate amount of R

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Amount in words

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

AGREEMENT DETAILS

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

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

2.0 The Guarantor hereby acknowledges that:

- 2.1 Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship
- 2.2 Its obligation under this Guarantee is restricted to the payment of money

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

- 3.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2
- 3.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Construction Guarantee and demands payment of the sum certified from the Guarantor
- 3.3 A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in 4.0

4.0 Subject to the Guarantor's maximum liability referred to in 1.0 or 2.0, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Construction Guarantee stating that:

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

Contractor
Witness 1
Witness 2
Employer
Witness 1
Witness 2

- 4.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Construction Guarantee is called up in terms of 5.0. The demand shall enclose a copy of the court order
- 5.0** It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4.0 and 5.0 shall not exceed the Guarantor's maximum liability in terms of 1.0 or 2.0
- 6.0** Where the Guarantor is a registered insurer and has made payment in terms of 5.0, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Construction Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Construction Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund
- 7.0** Payment by the Guarantor in terms of 4.0 or 5.0 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor
- 8.0** The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Construction Guarantee on account of any conduct alleged to be prejudicial to the Guarantor
- 9.0** The Guarantor chooses the physical address as stated above for all purposes in connection herewith
- 10.0** This Construction Guarantee is neither negotiable nor transferable and shall expire in terms of either 1.1.4 or 2.1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earliest, where after no claims will be considered by the Guarantor. The original of this Construction Guarantee shall be returned to the Guarantor after it has expired
- 11.0** This Construction Guarantee, with the required demand notices in terms of 4.0 or 5.0, shall be regarded as a liquid document for the purpose of obtaining a court order
- 12.0** Where this Construction Guarantee is issued in the Republic of South Africa, the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

SIGNED AT DATE

GUARANTOR'S SIGNATORY 1

GUARANTOR'S SIGNATORY 2

.....
WITNESS

1.

2.

GUARANTOR'S SEAL OR STAMP

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

made and entered into between

THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

(hereinafter called the “employer”)

of the one part, herein represented by:

in his capacity as:

AND:

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

.....

in his capacity as:

duly authorised to sign on behalf of the Contractor.

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

CONTRACT No:

(CONTRACT TITLE)

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

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

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer’s CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

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

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

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

(Name of Company)

SIGNED ON BEHALF OF THE COMPANY:

Signature:

Name: (of signatory in capitals):

Capacity: (of Signatory):

Witness 1:

Signature:

Name: (in capitals):

Date:

Witness 2:

Signature:

Name: (in capitals):

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION C1.3.4: NOTIFICATION OF CONSTRUCTION WORK

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

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

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

2. Principal contractor's compensation registration number: _____
3. (a) Name and postal address of client:
Department of Agriculture Land Reform and Rural Development, Private Bag X9159, Cape Town
- (b) Name and telephone no of client's contract person or agent:
Ncumisa Ntshona, Tel: (021) 409-0335
4. (a) Name and postal address of designer(s) for the project:
Department of Agriculture, PO Box 130 VREDENDAL, 8160
- (b) Name and telephone no of designer(s) contact person:
Marius Du Randt, Tel: 027 201 35 02/01 Mobile: 082 9071134
5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6.(1).

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

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

8. Nature of the construction work:

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

13. Name(s) of contractors already chosen:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT NO.: SSC WC Q11 (2023/2024) DALRRD
APPOINTMENT OF A CONTRACTOR FOR DRILLING & EQUIPPING OF ONE BOREHOLE IN VREDENDAL NORTH SITUATED IN
THE MATZIKAMA LOCAL MUNICIPALITY IN THE WESTERN CAPE PROVINCE

Principal Contractor

Date

Client

Date

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C2: PRICING DATA

| SECTION | DESCRIPTION | Page |
|-----------------|---------------------------|-----------|
| PART C2: | PRICING DATA | 95 |
| SECTION C2.1: | PRICING INSTRUCTIONS..... | 96 |
| SECTION C2.2: | BILL OF QUANTITIES..... | 102 |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION C2.1: PRICING INSTRUCTIONS

PRICING INSTRUCTIONS

GENERAL

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

CORRECTION OF ENTRIES MADE BY TENDERER

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

1. Measurement and payment shall be in accordance with the relevant provisions of the SANS 1200 Standardised Specification for Civil Engineering Construction as amended in the Scope of Works.
2. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

| | |
|----------------------|------------------------|
| % | =Percent |
| h | =Hour |
| ha | =Hectare |
| kg | =Kilogram |
| kl | =Kiloliter |
| km | =Kilometer |
| km-pass | =kilometre-pass |
| kPa | =Kilopascal |
| kW | =Kilowatt |
| litre | =Litre |
| m | =Metre |
| mm | =Millimeter |
| m ² | =square metre |
| m ² -pass | =square metre-pass |
| m ³ | =cubic metre |
| m ³ -km | =cubic metre-kilometre |
| MN | =meganewton |
| MN.m | =meganewton-metre |
| MPa | =megapascal |
| No | =Number |
| ton | =ton (1000 kg) |
| W/day | =Work day |

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Prime cost sum: An amount provided to cover the cost price of certain goods, services or materials in accordance with clause 6.6.2 of the General Conditions of Contract.

4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. It will be assumed that prices included in the bills of quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
6. The prices and rates in the Bill of Quantities are to be fully inclusive prices for the work described under the several items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
7. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items.
8. **A price or rate shall be entered against each item in the Bill of Quantities.** Should the Tenderer not wish to make any charge in respect of an item, a rate of zero "R0.00" or "Nil" shall be entered. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. Except where rates only are required, insert all amounts to be included in the total tendered price in the "Amount" column and show the corresponding total tendered price. The Tenderer may not group a number of items together and tender one lump sum for such group of items.

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

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

9. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bill of Quantities.
10. Reasonable compensation will be received where no pay item appears in the Bill of Quantities in respect of work required in terms of the Contract and which is not covered in any other pay item.
11. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
12. The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the SANS 1200 (Standardised Specification for Civil Engineering Construction).
13. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bills of Quantities with the letters L in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters L are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.
14. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.
15. The Bill of Quantities cannot be submitted electronically. It cannot be printed and submitted either. It must be completed with a black ink pen.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION C2.1: SPECIFICATIONS

C.2.1.1 GENERAL SCOPE OF WORK:

After taking possession of the site and before commencing drilling, the contractor shall, a) appoint a Geohydrologist registered with Council of Geoscience, b) conduct a Geo-hydrological investigation and produce a detailed report to the Project Manager within 14 days after taking possession of the site. The following requirements must be fulfilled:

Contractual Obligation: The contractor must submit all contractual documents related to the contract that includes Occupational Health and Safety (OHS) file, Insurances, Construction Guarantee and program. The contractor must attend all project related meetings organised by DALRRD Project Manager including site handover/ start-up meeting, progress meeting (with progress report), technical meeting (technical report) etc.

Preliminary Site Assessment: The contractor must conduct a preliminary site assessment to familiarise with the conditions of the area and identify foreseeable challenges that may be required to be dealt with during implementation and submit an assessment report to the DALRRD Project Manager.

Geophysical Assessment: The physical site must be surveyed with a Magnetometer or similar survey equipment to determine the apparent conductivity of the subsurface. The geophysical data must provide a clear indication of groundwater potential. For production borehole siting, an alternate target must be provided. The geo-hydrological report is to be signed off by a registered professional Geohydrologist. The sanitary survey detailing the potential risks of contamination must be provided with a record of consultations with community members. Approval from the Project Manager will be sought only once the above-stated requirements have been completely fulfilled.

Drilling: The appropriate drilling must be done according to the ground conditions and to the appropriate depth based on the geophysical method employed and the geology intercepted during the drilling. The Drilling method must be suited to the geological environment i.e., Air Percussion, Mud Rotary Percussion, Symetrix, or Odex. Drilling is a re-measurable item based on actual drilling depth achieved. A detailed breakdown of drilling cost should be attached in the event of drilling depth exceeding 150m. The service provider should provide a detailed report with images outlining the drilling process from its inception to its conclusion, as well as recommendations on the most applicable borehole power source per site including detailed design for equipping.

Water Quality Test: Test samples of water obtained from drilling should be sent for water quality test in accordance with SANS 241:2015. It will be acceptable to collect a water sample during the CDT discharge test when the borehole is adequately purged, with sample bottles supplied by an accredited laboratory. The water sample will be analysed for SANS 241 (2015) Drinking Water Standards (Abbreviated Analysis), which includes bacteriological analysis. This means that water samples will need to be received by the laboratory within 24 hrs of collection.

Yield Testing and Determination of Sustainable Yield: Boreholes yielding > 0.3 L/s must be subjected to a SDT (4 steps of 1 hr duration and maximum of 4 hours recovery or 95% recovered) and a CDT (24 hr constant test and maximum of 24 hr recovery or 95% recovered). The determination of the sustainable yield must be calculated with scientific methods that are proven in industry.

Borehole Equipping and Reticulation: The contractor with a registered Geohydrologist must draft a utilisation recommendation, detailed equipping specification and reticulation for each borehole. The contractor must provide a detailed information for water rights application.

C.2.1.2 DETAILS OF CONTRACT

- The contractor will be compensated for actual work completed but not exceed the tender amount prior to receiving authorization in the form of a variation order. Only work that has been completed will be paid for and any work performed over the order amount will not be paid for unless prior written permission has been obtained to exceed the order amount.
- The tendered rate shall be in full compensation for work performed and the disposal of all waste material as directed by the client.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- The contractor must submit the construction guarantees, construction program and insurances before the commencement of the contract.
- The contractor is responsible for securing the site and prevent public from accessing the construction site.
- The contractor is responsible for sealing pilot hole for future use, preventing water contamination and rehabilitation of the ground.
- The contractor is responsible for sourcing out the services of a registered Geohydrologist with the Council of Geoscience.
- The registered Geohydrologist to carry out a geophysical groundwater investigation and conduct recommended further groundwater exploration, for siting the best location and depth to drill the borehole.
- The appointed Geohydrologist must guide the contractor on pilot borehole drilling recommended site and depth contained in the geophysical groundwater investigation.
- The registered Geohydrologist must manage the water sample obtained from the pilot borehole for chemical analysis and biological analysis to a laboratory and must be stored within a required temperature.
- The Geohydrologist must prepare a comprehensive technical report with the following content: a) Introduction, b) Desk study and prefeasibility study, c) Siting, d) Drilling, e) Geology & hydrogeology of the area, d) Ground water quality, g) Water yield testing, and h) Recommended borehole utilisation.

C.2.1.3 DRILLING RECORDS AND REPORTING

The contractor shall keep records of the borehole drilling. The records shall contain the following information as specified below:

- Project details.
- Unique borehole reference number.
- GPS coordinates of the borehole.
- Date of drilling.
- Method of drilling.
- Borehole drilling depth.
- Diameter of hole and depth of changes in diameter.
- Depth and size of each casing and screen type.
- Total depth of casing installed.
- Description of strata with depth of transition.
- Each water strike depth.
- Blow test yield at each water strike.
- Final blow test yield.
- Time log showing rate of penetration per minute per meter, type of bit, standby time due to breakdown.
- Depth at which strata samples are taken.
- Problems encountered during drilling.

C.2.1.4. SPECIFICATIONS

C.2.1.4.1 Scope of work:

The scope of work includes preliminaries & generals, siting, drilling, quality water test, yield test, prepare a draft water right application document, draft specification for equipping the borehole, drilling certificate, put measures to prevent any contamination, OHS (occupational health and safety), appointment of a registered Geohydrologist with Council of Geoscience and sealing of pilot borehole for future use of the tested borehole.

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

Preliminaries and Generals (P&Gs)

- a) The contractor must price all P&Gs items for the duration of the construction period of Three (3) Months and DALRRD will not assist with any item listed in the P&Gs.

Siting: Geohydrological Desktop study, Geophysical survey (instruments) and selection of drilling target.

- a) Geohydrological services are to conform to the standards detailed in the "Minimum Standards and Guidelines for Groundwater Development for the Community Water Supply and Sanitation Programme" by the Department of Water Affairs and Forestry 1997.
- b) Study and interpretation of published geological and hydro-geological maps, aerial photography, and ortho-photos (if available).
- c) Interrogation of available existing databases - National Groundwater Archive (NGA) and the Groundwater Resource Information Project (GRIP) and WARMS
- d) The siting of a potential groundwater borehole position must be preceded by the pre-feasibility desktop study to maximize the success rate within the most cost effective and productive manner. Drilling targets need to be identified based on scientific methods and offering the greatest potential success in terms of yield and access.
- e) Geophysical borehole siting is to be conducted utilizing a minimum of two methods by the registered Geohydrologist. Geophysical techniques to be used include but are not limited to:
 - Magnetic surveys
 - Frequency domain electromagnetic surveys
 - Gravimetric surveys
 - Electrical resistivity surveys
 - Seismic refraction surveys
- f) More than one potential position is required per borehole, based on whether or not the geophysical results show good potential for groundwater. The minimum requirements are as follows:
 - Production application: a minimum of two (2) potential positions (pegs) required per project.

Drilling Method:

The Geohydrologist will be required to verify and document the construction parameters of the borehole as well as to log the geological formation encountered in that borehole.

The contractor may use any of the following methods to drill the borehole depending on the site geological formation:

| Drilling method | Geological formation for drilling method used |
|-----------------------|--|
| Rotary air percussion | All consolidated rock formations (with limited overburden) |
| ODEX / Symetrix | In all formation |
| Rotary mud flush | Rotary mud flush |

Borehole Design:

- a) The contractor must do borehole marking with unique identifying number onto the lid of the borehole and planting a concrete block with dimension of 200mm x 200mm x 200mm in the ground a distance of five (5) metres to the north of the borehole.
- b) The borehole shall be a screened borehole with artificial gravity pack with a minimum nominal diameter of 165 mm, screen included.
- c) Suitable stabilizers must be used to ensure that the annular space between the casing and borehole walls shall be a minimum of 50mm.

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

Borehole Development and Cleaning:

The contractor shall develop and clean the borehole upon completion of the drilling and installation of casing, screens, and filter pack to remove any silts, clays, loose rock particles and drilling fluid residues from the borehole. In the case organic fluids are used during the drilling process they shall be broken down chemically according to the manufacturer's recommendations before or during development. Cleaning may be done by different methods but the minimum requirement is the "airlift" method until the water runs clean and turbidity free. This shall be verified by the client's representative. Material gathered at the bottom of the boreholes during this process shall be removed by an appropriate method.

Test Pumping:

The contractor shall perform a test pump on the borehole to establish the recommended and sustainable yield. If the borehole has an indicative yield of more than 1080 litres per hour, the test pumping shall consist of a step-drawdown test, constant discharge test and recovery test. These tests shall be done according to the SANS 10299-4:2003 edition 1.1. The constant discharge test shall be for a minimum period of 24 hours. Results must be captured on the datasheets as contained in the SANS document stated above. The results must be evaluated by the registered geohydrologist to determine the safe abstraction rate. The evaluation of the results is for the contractor's own cost. Failure of the pump on constant discharge test will result in the test being aborted and restarted. Any test which is aborted due to pump failure shall be repeated after full recovery of the water level. No payment shall be made for aborted test, nor for standing time during water level recovery after aborted tests

Water Quality Test:

Test samples of water obtained from drilling should be sent for water quality test in accordance with SANS 241:2015. It will be acceptable to collect a water sample during the CDT discharge test when the borehole is adequately purged, with sample bottles supplied by an accredited laboratory. The water sample will be analysed for SANS 241 (2015) Drinking Water Standards (Abbreviated Analysis), which includes bacteriological analysis. This means that water samples will need to be received by the laboratory within 24 hrs of collection.

Water Level Observations:

Water level measurements shall be taken using appropriate electric contact water level gauges which are calibrated to an accuracy of 5mm. This data must be recorded in the data sheets per the SANS 10299-4:2003 document and will be part of the data to be evaluated by the Geohydrologist. The measuring devices should fit into observation pipes which permit direct, and accurate reading of depth and static water levels.

Borehole Disinfection:

The borehole shall be disinfected after completion. This can be achieved by placing a chlorine solution into the borehole so that a concentration of a least 50mg/l of available chlorine exists in the borehole. This solution must be left in the borehole for at least 12 hours after which the water should be pumped to waste.

Capping of the Borehole:

The borehole shall be capped in a manner to allow it to be easily uncapped and to be lockable. Removals of any object entering the borehole during the drilling process shall be removed at the contractor own cost.

Equipping of borehole using Windmill:

The Geohydrologist will be required to verify, document, interpret test results and make pump and pumping recommendations. The selection of windmill tower, wheel diameter, gearbox, tail brake system, fork rod, bucket rod (pitman), wood rod, size of galvanized medium screwed/socket pipes, electro plated pump rods with socks, protectors, and stainless steel cylinder size will be guided by the borehole duty point (Flow rate and TDH).

Site Clearing:

On completing of the borehole, the site shall be cleared of all debris and waste and all pits shall be backfilled to the satisfaction of the client. The boreholes shall be numbered in a way that is permanent.

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

SECTION C2.2: BILL OF QUANTITIES

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

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

| Payment Reference | DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|-------------------|---|-------|-----|------|--------|
| 1 | <u>PRELIMINARY AND GENERAL</u> | | | | |
| A | <u>OCCUPATIONAL HEALTH AND SAFETY</u> | | | | |
| 1.1.1 | OHS compliance including the preparation of Health and Safety Plan, provision of safety clothing, provision of First Aid Kit, and Health and Safety Induction of Employees. | Sum | 1 | | |
| 1.1.2 | Health and Safety Officer | Month | 3 | | |
| B. | <u>PROJECT MANAGEMENT AND COMMISSIONING</u> | | | | |
| 1.2. | <u>PRE-FEASIBILITY DESKTOP STUDY</u> | | | | |
| 1.2.1 | To include study and interpretation of published geological and hydro-geological maps, aerial photography, and ortho-photos. | Sum | 1 | | |
| 1.3 | <u>GEOPHYSICAL BOREHOLE SITING</u> | | | | |
| 1.3.1 | To include travel, accommodation, travel time and all related disbursements. | Sum | 1 | | |
| 1.4 | <u>DRILLING SUPERVISION</u> | | | | |
| 1.4.1 | Full-time supervision for a field Geohydrologist. To include travel, accommodation, travel time and all related disbursements. | Sum | 1 | | |
| 1.5 | <u>TESTING SUPERVISION</u> | | | | |
| 1.5.1 | Full-time supervision for a field Geohydrologist. To include travel, accommodation, travel time and all related disbursements. | Sum | 1 | | |
| 1.6 | <u>EQUIPPING</u> | | | | |
| 1.6.1 | Full-time supervision for a field Geohydrologist. To include travel, accommodation, travel time and all related disbursements. | Sum | 1 | | |
| 1.7 | <u>BOREHOLE REPORTING AND REGISTRATION</u> | | | | |
| 1.7.1 | Inclusive of professional time and all associated disbursements. Technical report in a word format, to detail study approach, results, recommendation complete with all geophysical data, drill log, test data and applicable maps and photographs. <i>Proof of Borehole registration with DWS must be submitted to be client.</i> | Sum | 1 | | |

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| Payment Reference | DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|-------------------|---|---------|-----------|------|--------|
| 1.8 | <u>COMMISSIONING</u> Commissioning of project with Departmental Engineer, Project Manager, and community participants. | | | | |
| 1.8.1 | <i>To include travel, accommodation, travel time and all related disbursements.</i> | Sum | 1 | | |
| 2. | <u>DRILLING ESTABLISHMENT</u> | | | | |
| 2.1 | Initial Establishment to Site for Drilling | No. | 1 | | |
| 2.2 | Set-up- at Site Percussion (Positioning of the drilling machine) | No. | 1 | | |
| 3 | <u>DRILLING OF BOREHOLES</u> <i>For internal borehole diameter of 165mm</i> | | | | |
| 3.1 | Air Percussion Drilling Drilling Depth Range : 0 - 150m | | | | |
| 3.1.1 | a) 216 mm drilling diameter b) 165 mm drilling diameter | m m | 60 90 | | |
| 3.1.2 | Casing: Mild Steel 4mm wall thickness NB: | m | 30 | | |
| 3.1.3 | Development (Air Flush) | hr. | 1 | | |
| 3.2.4 | Silica grit 3-5 mm (Formation Stabiliser) | m | rate only | | |
| 3.2.5 | Sanitary Seal (3-6m) | Project | 1 | | |
| 3.2.6 | Concrete Collar (1.5m x 1.5m x 0.5m) | Project | 1 | | |
| 3.2.7 | Borehole Disinfection (only if pathogens indicated by total coliforms and e-Coli, are present) | Project | 1 | | |
| 3.2.8 | Borehole protection (<i>welding of casing</i>) | Project | 1 | | |
| 3.2.9 | Borehole marking on a 200mm x 200mm x 200mm concrete block and registration (<i>as per DWS specification</i>) | Project | 1 | | |
| 3.2.10 | Stone Plug (for unsuccessful boreholes, 3m casing installed and concrete block constructed around casing. Must be marked clearly dry on casing lid) | Project | 1 | | |
| 4. | <u>BOREHOLE TEST PUMPING</u> | | | | |
| 4.1 | Establishment and Set-up Pump Testing | No. | 1 | | |
| 4.2 | Pump Test | | | | |
| 4.2.1 | To include To include stepped discharge test (4hr discharge), 24hr constant discharge, recovery monitoring (28hrs). | No | 1 | | |

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Witness 2

| Payment Reference | DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|-------------------|---|------|-----|------|--------|
| 4.2.2 | Borehole Disinfection - Granular chlorine (HTH or equivalent) | No | 1 | | |
| 4.2.3 | Data Recording - (<i>hard copy field sheet and digital excel spreadsheet including log graphs</i>) | Sum | 1 | | |
| 4.2.4 | Collection of water sample and testing at SANS 241 (2015) abbrev. at accredited laboratory | Sum | 1 | | |
| 5. | <p><u>EQUIPPING THE BOREHOLE WITH A NEW WIND MILL</u></p> <p>Supply and install a complete new windmill “preferably <i>Climax windmill or similar approved</i>” with a 6m or 9m tower (<i>height to be based on site conditions and borehole test results</i>).</p> <p><i>The windmill should include of the following features:</i></p> <ul style="list-style-type: none"> • <i>Works with roller bearings</i> • <i>Have gearbox</i> • <i>Tail brake system</i> • <i>Fork rod, bucket rod (pitman) and wood rod</i> • <i>Replaceable roller bearings,</i> • <i>Self-oiling,</i> • <i>Four Legs</i> • <i>Galvanised steel components, and sturdy towers</i> <p><u>Features size to be selected based on pumping test results include:</u></p> <p>Galvanized medium screwed / socket pipes with rods</p> <p>5.1 Electro plated rods with sockets and protectors</p> <p>Stainless Steel Borehole Cylinder with foot valve</p> <p>Base plate</p> <p>Concrete windmill footings (<i>minimum of 500mm x 500mm x 500mm or according to windmill manufacturer specification</i>)</p> <p><i>Windmill Fittings which includes (but not limited to these fittings):</i></p> <ul style="list-style-type: none"> • Brass foot valves (strainer) • Brass non return valve • Brass force head • Inlet air chamber (with suitable steel pipe) • Brass gate valve • Suitable galvanized nipple • Suitable galvanized standpipe • Galvanized T-piece connection | Sum | 1 | | |

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| Payment Reference | DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|----------------------------|---|------|-----|------|--------|
| 6. | <u>INSTALLATION OF WATER TANKS</u> | | | | |
| 6.1 | Supply, deliver and install a vertical polyethylene water tank with a capacity of 5000 L. The tank must come with a minimum of 8 year guarantee and with anti-bacterial lining. The tank outlet and inlet pipes to be connected with all necessary valves. | No. | 6 | | |
| 6.2 | Supply, deliver and install a 3m high galvanized steel tank stand fitted with suspension wires to hold the tank when empty. The stand should be able to withstand a full 5000L polyethylene tank. Steel stand should be concreted into a minimum of 0.6m x 0.6m x 0.7m pad foundation (25 MPa). | No. | 6 | | |
| 7. | <u>WATER RETICULATION PIPES</u> | | | | |
| 7.1 | 40mm Class 3 HDPE from the tanks outlet to the troughs and to the stand tap. | m | 50 | | |
| 7.2 | 50mm Class 6 HDPE from the outlet of the windmill to the inlet of the 6 water tanks. | m | 100 | | |
| 7.3 | Supply and install the 40mm pipe fittings, not limited to the followings: <ul style="list-style-type: none"> • Compression Elbows 40mm • Compression Couplings 40mm • Worm Drive Clamps 40mm-64mm • Compression T 40 mm | Sum | 1 | | |
| 7.4 | Supply and install the 50mm pipe fittings, not limited to the followings: <ul style="list-style-type: none"> • Compression Elbows 50mm • Compression Couplings 50mm • Worm Drive Clamps 51mm-76mm • Equal Compression Tee 50mm • Compression Female Adapter 50mm • Thread Tape 19mm x 50m | Sum | 1 | | |
| 7.3 | Supply and install 400 litre sheep rectangular pre-casted concrete troughs, for the specified camps. The troughs must come with a 40 mm inlet hole and a drain plug, and they must also include a high-pressure float ball valve with a concrete cover to protect the valve | No. | 2 | | |
| 7.4 | Hose Brass Tap - Heavy Duty 15mmx3/4 Inch with a galvanised steel standpipe and Concrete block (1.5m X 1m X 200mm (25 MPa) | No. | 1 | | |
| SUB TOTAL | | | | | |
| CONTIGENCIES 10% | | | | | |
| ADD 15% VAT | | | | | |
| TOTAL TENDER AMOUNT | | | | | |

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Contractor

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Witness 1

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Witness 1

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Witness 2

| SUMMARY | | AMOUNT |
|----------------------------|--|---------------|
| 1 | PRELIMINARY AND GENERAL | |
| 2 | DRILLING ESTABLISHMENT | |
| 3 | DRILLING OF BOREHOLES | |
| 4 | BOREHOLE TEST PUMPING | |
| 5 | EQUIPPING THE BOREHOLE WITH A NEW WINDMILL | |
| 6 | INSTALLATION OF WATER TANKS | |
| 7 | WATER RETICULATION PIPES | |
| SUB TOTAL | | |
| CONTIGENCIES 10% | | |
| ADD 15% VAT | | |
| TOTAL TENDER AMOUNT | | |

Signature(s)

Name(s)

Capacity

For the Tenderer

(Name and address or organisation)

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Date

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

PART C3: SCOPE OF WORK

| SECTION | DESCRIPTION | Page |
|-----------------|--------------------------------|------------|
| PART C3: | SCOPE OF WORK | 142 |
| SECTION C3.1: | DESCRIPTION OF THE WORKS | 143 |
| SECTION C3.2: | ENGINEERING / DESIGN | 144 |
| SECTION C3.3: | PROCUREMENT | 145 |
| SECTION C3.4: | CONSTRUCTION | 147 |
| SECTION C3.5: | MANAGEMENT | 157 |

Status

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

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

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| | | | | | |
| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

SECTION C3.1: DESCRIPTION OF THE WORKS

3.1.1 EMPLOYER'S OBJECTIVES

The Department of Agriculture, Land Reform and Rural Development has identified the need for the drilling and equipping of one borehole at Vredendal North Municipal Commonage, Matzikama Municipality. It is also the objective of the Client to deliver this public infrastructure using labour-intensive methods as far as possible. Labour intensive works shall comprise the activities described in the Labour-Intensive Specification or any other activities as may be identified by the Contractor.

SECTION C3.2: ENGINEERING / DESIGN

SECTION C3.2.1: DRAWINGS

Section C3.2.1.1: Drawings Prepared by the Employer

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

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

| DRAWING NO. | DESCRIPTION |
|----------------------|--------------------|
| DRAWINGS | |
| ARCHITECTURAL | |
| SITE DRAWINGS | |
| | |
| ENGINEER'S | |
| | Contract Nameboard |

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

SECTION C3.3: PROCUREMENT

3.3.1. PREFERENTIAL PROCUREMENT PROCEDURES

The Works shall be executed in accordance with the conditions associated with the granting of preferences detailed in the **Preference Schedule** where preferences are granted in respect of Special Goals Points

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

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

3.3.2. SUB-CONTRACTING

3.3.2.1 Monitoring the use of sub-contractors

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

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

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

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

3.3.2.2 Procedure for the selection of sub-contractors/suppliers

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION C3.4: CONSTRUCTION

3.4.1 WORKS SPECIFICATIONS

3.4.1.1 APPLICABLE SANS 1200 STANDARDS

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

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

3.4.1.2 APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

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

3.4.1.3 PARTICULAR / GENERIC SPECIFICATIONS

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

The number of each clause and each payment item in this part of the project specifications consists of the prefix PS followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or a payment item which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by PS followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSA **General**

PSA 2.4 **Interpretations: Abbreviations**

Add to subclause 2.4(b):

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

Add after subclause 2.4(b):

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

PSA 3.4 **Materials: Quality**

Substitute the second sentence of subclause 3.1 with:

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

Add to the end of the clause:

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

PSA 5.1 **Construction: Survey**

Substitute the first paragraph in subclause 5.1.1 with the following:

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

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

Substitute the first paragraph in subclause 5.1.1 with the following:

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

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

Add the following after the first sentence:

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

Substitute A 5.4 with the following:

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

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

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

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

Thereafter, the Contractor shall, by the use of appropriate methodologies, carefully expose the services at such positions as are agreed to by the Engineer, for the purposes of verifying the exact location and position of the services. Where the exposure of existing services involves excavation to expose underground services, the further requirements of subclauses 4.4 and 5.12.2 of SANS 1200 D (as amended) shall apply.

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

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

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

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

No separate payment will be made to the Contractor in respect of this costs of providing, holding available on the Site and utilising the said detecting and testing equipment, nor for any costs incurred in preparing and submitting to the Engineer the Drawings as aforesaid. These costs shall be deemed included in the 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 Engineer and as described above will be made under the payment items (if any) as may be provided for in the respective sections of the specifications pertaining to the type of work involved.

PSA 5.5 Dealing with water on works

Add the following:

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

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

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

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

PSA 6.2 Tolerances: Degree of Accuracy

Degree of Accuracy II is applicable.

PSA 7.1.1 Testing: Principles: Checking

Add the following:

| | | | | | |
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| | | | | | |
| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

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

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

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

PSA 7.4 Testing: Statistical Analysis of Control Tests

Substitute clause 7.4 with the following:

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

PSA 8.2.2 Payment: Time-related Items

Add the following:

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSA 8.3.2.1 Facilities for Engineer: e) Internet service

Add new item:

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

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

Add the following:

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

PSA 8.4 Scheduled time related items

Add the following payment items:

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

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

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

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

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

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

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

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

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

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

PSA 8.5 Sums Stated Provisionally by the Engineer

Add the following payment items:

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

PSA 8.7 Daywork

Add the following payment items:

Labour:

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

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

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

Plant:

| | | |
|------------|---------------------------------------|--------|
| PSA 8.7 d) | Excavator | (HOUR) |
| PSA 8.7 e) | Graders | (HOUR) |
| PSA 8.7 f) | Front end Loader | (HOUR) |
| PSA 8.7 g) | Rollers | (HOUR) |
| PSA 8.7 h) | Pneumatic Rollers..... | (HOUR) |
| PSA 8.7 i) | Trucks (10m ³) | (HOUR) |
| PSA 8.7 j) | Water Trucks | (HOUR) |
| PSA 8.7 k) | Plate Compactor/Rammer Compactor..... | (HOUR) |

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

PSA 8.8.4 Temporary Works: Existing Services

Add the following:

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

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

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

PSC **Site Clearance**

PSC 3.1 **Materials: Disposal of Material**

Replace the first sentence with the following:

"All materials generated by clearing, grubbing and demolition of all types of Drilling & Equipping of Borehole and structures shall be disposed of at a licensed municipal dump site"

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

Add the following to the last paragraph:

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

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

Add the following to the item:

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

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

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

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

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

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

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

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

Dust and Erosion Control: Straw Stabilization (Ha)

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

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

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

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

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

The rate shall include the removal of Asbestos and the disposal at a dump site licensed to receive hazardous material.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SD Earthworks

PSD 2.3 Interpretations: Definitions

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

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

Add the following definition before 'Specified Density':

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

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

Please add the following after the last paragraph:

"f) Hand Excavation

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

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

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

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

PSD 4.5 Plant: Avoiding Quagmire Conditions

Add the following to Sub-Clause:

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

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

Add the following to Sub-clause 5.1.2.2:

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

PSD 5.1.2.3 Protection of Cables

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

PSD 5.1.2.4 Negligence

Substitute D 5.1.2.4 with the following:

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

PSD 5.1.4.1 Construction: Precautions: Nuisance: Dust Nuisance

Add the following to Sub-clause 5.1.4.1

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

PSD 5.1.6 Construction: Precautions: Road Traffic Control

Add, after the last paragraph, the following:

"During the construction of any works across or along public roads, the Contractor shall, in co-operation with, and in accordance with any instruction from the relevant traffic authorities, take precautions for the protection of the Works and the safety of public and private vehicles and pedestrians in accordance with the requirements of Sub-clauses 5.2 and 5.7 of

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SANS 1200 A, 5.1.1 and 5.1.6 of SANS 1200 D. Temporary traffic signs shall be erected at all diversions. The number and layout of the traffic signs shall comply with the Site Manual entitled "Safety at Roadworks in Urban Areas", as published by the Department of Transport. Traffic signs shall have a yellow background with either a red / black border. All temporary signs shall be of the type and size required for urban roads, as applicable, as specified in the South African Road Traffic Signs Manual and Chapter 13, Road working Signage : Final Draft (June 1996), Road and Traffic Signs Sub-Committee, SCRA (January 1993)."

PSD 5.2.2.3 Construction: Methods and Procedures: Excavation: Disposal

Add the following to Sub-clause 5.2.2.3:

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

PSD 5.2.2.4 Construction: Methods and Procedures: Excavation

Add the following Sub-clause:

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

PSD 5.2.5 Construction: Methods and Procedures: Transport for Earthworks

Replace sub clause 5.2.5.1 with the following:

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

Replace sub clause 5.2.5.2 with the following:

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

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

Add the following after the item description:

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

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

Add the following:

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

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

Add the following:

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

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

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

END OF PARTICULAR SPECIFICATIONS

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| | | | | | |
| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

SECTION C3.5: MANAGEMENT

C3.5.1 CONSTRUCTION PROGRAM AND METHODS

The Contractor shall programme the works.

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.5.2 QUALITY PLANS AND CONTROL

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

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

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

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

C3.5.3 PRODUCTS AND MATERIALS USED

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

C3.5.4 RECORDING OF WEATHER

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

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

C3.5.5 FORMAT OF COMMUNICATIONS

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

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

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

C3.5.6 MANAGEMENT MEETINGS

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

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

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

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

C3.5.7 PAYMENT CERTIFICATES

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

C3.5.9 EXISTING SERVICES

C3.5.9.1 Known services

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

C3.5.9.2 Treatment of existing services

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

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

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

C3.5.9.4 Damage to services

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

C3.5.9.5 Reinstatement of services and structure damaged during construction

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

C3.5.10 SITE ESTABLISHMENT

C3.5.10.1 Services and facilities provided by the Employer

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

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

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

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

- (ii) Source of Power Supply
The Contractor is to make his own arrangements with the Electrical Service Provider for electricity supply, if required, and shall pay establishment and consumption costs at the tariffs ruling at the time.

- (iii) Location of Site Camp, Materials Storage and Temporary Stockpiling Area
The position of the site camp, designated area for materials storage and temporary stockpiling shall be submitted to the Engineer for approval.

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

C.3.5.10.2 Facilities provided by the Contractor

- (i) Temporary Offices
No office is required for the Engineer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

C3.5.10.3 Storage and laboratory facilities

No storage and laboratory facilities are required on site.

C3.5.10.4 Other facilities and services

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

C3.5.10.5 Advertising rights

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

C3.5.10.6 Notice boards

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

C.3.5.11 PERMITS AND WAY LEAVES

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

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

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

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

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

C3.5.13 INSPECTION OF ADJOINING PROPERTIES

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

C3.5.14 SURVEY CONTROL AND SETTING OUT OF THE WORKS

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

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

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

C3.5.15 FEATURES REQUIRING SPECIAL ATTENTION

C3.5.15.1 Safety regulations

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

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

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

C3.5.15.2 "Record" drawings

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

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

C3.5.15.3 Finishing and tidying

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

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

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

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

Note:

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C4
SITE INFORMATION

[Signature Box]

Contractor

[Signature Box]

Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2

TABLE OF CONTENTS

| Section | Description | Page No |
|----------------|-----------------------------|----------------|
| C4.1 | SITE LOCALITY PLAN..... | 165 |
| C4.2 | LOCATION OF THE WORKS | 167 |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION C4.1

SITE LOCALITY PLAN

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SITE LOCALITY PLAN



Legend

Map Center: Lon: 18°32'44.9"E
Lat: 31°37'22.8"S

Scale: 1:9 028

Date created: June 20, 2023



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

CONTRACT NO.: SSC WC Q11 (2023/2024) DALRRD

**APPOINTMENT OF A CONTRACTOR FOR DRILLING & EQUIPPING OF
ONE BOREHOLE IN VREDENDAL NORTH SITUATED IN THE MATZIKAMA
LOCAL MUNICIPALITY IN THE WESTERN CAPE PROVINCE**

SECTION C4.2

LOCATION OF THE WORKS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

LOCATION OF THE WORKS

C4.2 LOCATION OF THE WORKS

The construction site is situated in Vredendal North Matzikama Municipality approximately 350km from Cape Town.

[Signature Box]

Contractor

[Signature Box]

Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2

SECTION C3.6 ANNEXES

CONTENTS

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

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

ENVIRONMENTAL MANAGEMENT PLAN

TABLE OF CONTENTS

| | | |
|---------|---|-----|
| C1001 | Scope | 171 |
| C1002 | Definitions | 171 |
| C1003 | Identification of Environmental Aspects and Impacts | 171 |
| C1004 | Legal Requirements | 172 |
| | a) General | |
| | b) Statutory and other applicable legislation | |
| C1005 | Administration of Environmental Obligations | 172 |
| | a) Appointment of a Designated Environmental Officer (DEO) | |
| | b) Administration | |
| | c) Good Housekeeping | |
| C1006 | Training | 173 |
| C1007 | Activities/Aspects Causing Impacts | 174 |
| C1008 | Environmental Management of Construction Activities | 174 |
| | a) Site Establishment | |
| | b) Sewage Treatment | |
| | c) Waste Management | |
| | d) Control at the workshop | |
| | e) Clearing the Site | |
| | f) Soil Management | |
| | g) Drainage | |
| | h) Earthworks and Layerworks | |
| | i) Batching Sites | |
| | j) Spillages | |
| | k) Areas of Specific Importance | |
| | l) Noise Control | |
| | m) Dust Control | |
| | n) Alien Vegetation | |
| C1009 | Record Keeping | 181 |
| C1010 | Compliance | 181 |
| Table 1 | Mechanisms that Cause Environmental Impacts during Construction Activities | 182 |

C1001 SCOPE

This environmental management programme (EMP) sets out the methods by which proper environmental controls are to be implemented by the contractor. The duration over which the contractor's controls shall be in place cover the construction period of the project as well as the limited time after contract completion defined by the General Conditions of Contract, and the project specifications, as the defects liability period (maintenance period).

The provisions of this EMP are binding on the contractor during the life of the contract. They are to be read in conjunction with all the documents that comprise the suite of documents for this contract.

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

The EMP is a dynamic document subject to similar influences and changes as are wrought by variations to the provisions of the project specification. Any substantial changes shall be submitted to the Employer in writing for approval.

The EMP identifies the following:

- Construction activities that will impact on the environment
- Specifications with which the contractor shall comply in order to protect the environment from the identified impacts
- Actions that shall be taken in the event of non-compliance

C1002 DEFINITIONS

Alien Vegetation: alien vegetation is defined as undesirable plant growth which shall include, but not be limited to; all declared category 1 and 2 listed invader species as set out in the Conservation of Agricultural Resources Act (CARA) regulations. Other vegetation deemed to be alien shall be those plant species that show the potential to occupy in number, any area within the defined construction area.

Construction Activity: a construction activity is any action taken by the contractor, his subcontractors, suppliers or personnel during the construction process.

Environment: environment means the surroundings within which humans exist and that could be made up of –

- the land, water and atmosphere of the earth;
- micro-organisms, plant and animal life;
- any part or combination of (i) and (ii) and the interrelationships among and between them; and
- the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being

Environmental Aspect: an environmental aspect is any component of a contractor’s construction activity that is likely to interact with the environment.

Environmental Impact: an impact or environmental impact is the change to the environment, whether desirable or undesirable, that will result from the effect of a construction activity within the road width and between the limits that define the construction site. An impact may be the direct or indirect consequence of a construction activity.

Road Reserve: the road reserve is a corridor of land, defined by co-ordinates and proclamation, within which the road, including access intersections or interchanges, is situated. A road reserve may, or may not, be bounded by a fence.

Road Width: for the purposes, of the EMP, the road width is defined as the area within the road reserve i.e. fence line to fence line, but also includes all areas beyond the road reserve that are affected by the continuous presence of the road, e.g. a reach of a water course.

C1003 IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS

The contractor shall identify likely aspects before commencing with any construction activity. Examples of environment aspects include:

- waste generation
- storm water discharge
- emission of pollutants into the atmosphere
- chemical use operations
- energy use operations
- water use operations
- use of natural resources

Thereafter the contractor shall programme his work in such a way that each cause and effect of a construction activity is also identified and the activity planned so as to prevent any impact from happening. If prevention is not practicable, or in the event of mishap or misapplication, the contractor shall provide plans and measures for the engineer’s approval, which will limit and contain the

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

magnitude, duration and intensity of the impact. The contractor shall demonstrate that he is capable of carrying out any repair and reinstatement of the damaged environment. These requirements shall be concurrent with the time constraints to produce an approved construction programme according to clause 15 of the general conditions of contract and clause B1204 of these project specifications.

Listed below are some environmental impacts that could adversely alter an aspect of the environment through usual construction activities:

- Pollution of atmosphere, soil or water
- Destruction or removal of fauna and flora and effect on biological diversity
- Deformation of the landscape
- Soil erosion
- Destruction of historical/heritage sites
- Effect on the built environment
- Effect on agricultural land and wetlands

General good construction practise will play an important role in avoiding the occurrence of an Impact. The contractor's attention is drawn, in this regard, to C1008. Environmental Management of Construction Activities.

C1004 LEGAL REQUIREMENTS

a) General

Construction will be according to the best industry practices, as identified in the project documents. This EMP, which forms an integral part of the contract documents, informs the contractor as to his duties in the fulfilment of the project objectives, with particular reference to the prevention and mitigation of environmental impacts caused by construction activities associated with the project. The contractor should note that obligations imposed by the EMP are legally binding in terms of environmental statutory legislation and in terms of the additional conditions to the general conditions of contract that pertain to this project. In the event that any rights and obligations contained in this document contradict those specified in the standard or project specifications then the latter shall prevail.

b) Statutory and other applicable legislation

It is expected that the contractor is conversant with all legislation pertaining to the environment, including provincial and local government ordinances, which may be applicable to the contract.

C1005 ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS

a) Appointment of a Designated Environmental Officer (DEO)

For the purposes of implementing the conditions contained herein, the contractor shall submit to the engineer for approval the appointment of a nominated representative of the contractor as the DEO for the contract. The request shall be given, in writing, at least fourteen days before the start of any work clearly setting out reasons for the nomination, and with sufficient detail to enable the engineer to make a decision. The engineer will, within seven days of receiving the request, approve, reject or call for more information on the nomination. Once a nominated representative of the contractor has been approved he/she shall be the DEO and shall be the responsible person for ensuring that the provisions of the EMP are complied with during the life of the contract. The engineer will be responsible for issuing instructions of the contractor where environmental considerations call for action to be taken. The DEO shall submit regular written reports to the engineer, but not less frequently than once a month.

The engineer shall have the authority to instruct the contractor to replace the DEO if, in the engineer's opinion, the appointed officer is not fulfilling his/her duties in terms of the requirements of the EMP or this specification. Such instruction will be in writing and shall clearly set out the reasons why a replacement is required.

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

- b) There shall be an approved DEO on the site at all times.
Administration

Before the contractor begins each construction activity the DEO shall give to the engineer a written statement setting out the following:

The type of construction activity
Locality where the activity will take place
Identification of the environmental aspects and impacts that might result from the activity
Methodology for impact prevention for each activity or aspect
Methodology for impact containment for each activity or aspect
Emergency/disaster incident and reaction procedures
Treatment and continued maintenance of impacted environment

The contractor may provide such information in advance for any or all construction activities provided that new submissions shall be given to the engineer whenever there is a change or variation to the original.

The engineer may provide comment on the methodology and procedures proposed by the DEO, but he shall not be responsible for the contractor's chosen measures of impact mitigation and emergency/disaster management systems. However, the contractor shall demonstrate at inception and at least once during the contract that the approved measures and procedures function properly.

- c) Good Housekeeping

The Contractor shall undertake "good housekeeping" practices during construction. This will help avoid disputes on responsibility and allow for the smooth running of the contract as a whole. Good housekeeping extends beyond the wise practice of construction methods that leaves production in a safe state from the ravages of weather to include the care for and preservation of the environment within which the site is situated.

C1006 TRAINING

The designated environmental officer (DEO) must be appropriately trained in environmental management and must possess skills necessary to impart environmental management skills to all personnel involved in the contract.

The contractor shall ensure that adequate environmental training takes place. All employees shall have been given an induction presentation on environmental awareness. Where possible, the presentation needs to be conducted in the language of the employees. The environmental training should, as a minimum, include the following:

- The importance of conformance with all environmental policies
- The environmental impacts, actual or potential, of their work activities
- The environmental benefits of improved personal performance
- Their roles and responsibilities in achieving conformance with the environmental policy and procedures and with the requirement of the Agency's environmental management systems, including emergency preparedness and response requirements
- The potential consequences of departure from specified operating procedures
- The mitigation measures required to be implemented when carrying out their work activities

In the case of permanent staff the contractor shall provide evidence that such induction causes have been presented. In the case of new staff (including contract labour) the contractor shall inform the engineer when and how it intends concluding its environmental training obligations.

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

C1007 ACTIVITIES/ASPECTS CAUSING IMPACTS

A list of possible causes of environmental impacts that occur during construction activities is given in Table 7/1: Aspects or Activities that Cause Environmental Impacts during Construction Activities, which is to be found at the end of this section. This list is not exhaustive, and shall be used for guideline purposes only.

C1008 ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES

a) Site Establishment

i) Site Plan

The contractor shall establish his construction camps, offices, workshops, staff accommodation and testing facilities on the site in a manner that does not adversely affect the environment. However, before construction can begin, the contractor shall submit to the engineer for his approval, plans of the exact location, extent and construction details of these facilities and the impact mitigation measures the contractor proposes to put in place.

The plans shall detail the locality as well as the layout of the waste treatment facilities for litter, kitchen refuse, sewage and workshop-derived effluents. The site offices should not be sited in close proximity to steep areas, as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the offices, and in particular the ablution facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles are located as far away as possible from any water course as possible. Regardless of the chosen site, the contractor's intended mitigation measures shall be indicated on the plan. The site plan shall be submitted not later than the first site meeting. Detailed, electronic colour photographs shall be taken of the proposed site before any clearing may commence. These records are to be kept by the engineer for consultation during rehabilitation of the site.

ii) Vegetation

The contractor has a responsibility to inform his staff of the need to be vigilant against any practice that will have a harmful effect on vegetation.

The natural vegetation encountered on the site is to be conserved and left as intact as possible. Vegetation planted at the site shall be indigenous and in accordance with instructions issued by the engineer. Only trees and shrubs directly affected by the works, and such others as may be indicated by the engineer in writing, may be felled or cleared. In wooded areas where natural vegetation has been cleared out of necessity, same specie indigenous trees as were occurring, shall be re-established.

The project specification for the rehabilitation of the grass cover shall be strictly adhered to. Any proclaimed weed or alien species that propagates during the contract period shall be cleared by hand before seeding. Fires shall only be allowed in facilities or equipment specially constructed for this purpose. A firebreak shall be cleared and maintained around the perimeter of the camp and office sites.

iii) Rehabilitation

The area where the site offices were erected will require rehabilitation at the end of the contract. All construction material, including concrete slabs and braai areas shall be removed from the site on completion of the contract.

iv) Water for Human Consumption

Water for human consumption shall be available at the site offices and at other convenient locations on site.

All effluent water from the camp/office sites shall be disposed of in a properly designed and constructed system, situated so as not to adversely affect water sources (streams, rivers, pans dams etc.). Only domestic type wastewater shall be allowed to enter this drain.

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| v) Cooking Fuel | | | | | |
| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

The contractor shall provide adequate facilities for his staff so that they are not encouraged to supplement their comforts on site by accessing what can be taken from the natural surroundings. The contractor shall ensure that energy sources are available at all times for construction and supervision personnel for heating and cooking purposes.

b) Sewage Treatment

Particular reference in the site establishment plan shall be given to the treatment of sewage generated at the site offices, site laboratory and staff accommodation and at all localities on the site where there will be a concentration of labour. Sanitary arrangements should be to the satisfaction of project management, the local authorities and legal requirements.

Safe and effective sewage treatment will require one of the following sewage handling methods: septic tanks and soak-aways, dry-composting toilets such as “enviro loos”, or the use of chemical toilets which are supplied and maintained by a subcontractor. The type of sewage treatment will depend on the geology of the area selected, the duration of the contract and proximity (availability) of providers of chemical toilets. Should a soak-away system be used, it shall not be closer than 800 meters from any natural water course or water retention system. The waste material generated from these facilities shall be serviced on a regular basis. The positioning of the chemical toilets shall be done in consultation with the engineer.

Toilets and latrines shall be easily accessible and shall be positioned within walking distance from wherever employees are employed on the works. Use of the veld for this purpose shall not, under any circumstances, be allowed.

Outside toilets shall be provided with locks and doors and shall be secured to prevent them from blowing over. The toilets shall also be placed outside areas susceptible to flooding. The contractor shall arrange for regular emptying of toilets and shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the engineer.

c) Waste Management

The contractor’s intended methods for waste management and waste minimisation shall be implemented at the outset of the contract. All personnel shall be instructed to dispose of all waste in the proper manner.

i) Solid Waste

Solid waste shall be stored in an appointed area in covered, tip proof metal drums for collection and disposal. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the engineer. Disposal of solid waste shall be at a Department of Water Affairs and Forestry (DWAF) licensed landfill site or at a site approved by DWAF in the event that an existing operating landfill site is not within reasonable distance from the site offices and staff accommodation. No waste shall be burned or buried at or near the site offices, or anywhere else on the site, including the approved solid waste disposal site.

ii) Litter

No littering by construction workers shall be allowed. During the construction period, the facilities shall be maintained in a neat and tidy condition and the site shall be kept free of litter.

Measures shall be taken to reduce the potential for litter and negligent behaviour with regard to the disposal of all refuse. At all places of work the contractor shall provide litter collection facilities for later safe disposal at approved sites.

iii) Hazardous Waste

Hazardous waste such as bitumen, tar, oils, etc. shall be disposed of in a Department of Water Affairs and Forestry approved landfill site. Special care shall be taken to avoid spillage of tar or bitumen products such as binders or pre-coating fluid to avoid water-soluble phenols from entering the ground or contaminating water.

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

Under no circumstances shall the spoiling of tar or bituminous products on the site, over embankments, in borrow pits or any burying, be allowed. Unused or rejected tar or bituminous products shall be returned to the supplier's production plant. No spillage of tar or bituminous products shall be allowed on site. Affected areas shall be promptly reinstated to the satisfaction of the engineer.

d) Control at the Workshop

The contractor's management and maintenance of his plant and machinery will be strictly monitored according to the criteria given below, regardless whether it is serviced on the site (i.e. at the place of construction activity or at a formalised workshop).

i) Safety

All the necessary handling and safety equipment required for the safe use of petrochemicals and oils shall be provided by the contractor to, and used or worn by, the staff whose duty it is to manage and maintain the contractor's and his subcontractor's and supplier's plant, machinery and equipment.

ii) Hazardous Material Storage

Petrochemicals, oils and identified hazardous substances shall only be stored under controlled conditions. All hazardous materials, e.g. tar or bitumen binders shall be stored in a secured, appointed area that is fenced and has restricted entry. Storage of tar or bituminous products shall only take place using suitable containers to the approval of the engineer.

The contractor shall provide proof to the engineer that relevant authorisation to store such substances has been obtained from the relevant authority. In addition, hazard signs indicating the nature of the stored materials shall be displayed on the storage facility or containment structure. Before containment or storage facilities can be erected the contractor shall furnish the engineer with details of the preventative measures he proposes to install in order to mitigate against pollution of the surrounding environment from leaks or spillage. The preferred method shall be a concrete floor that is bunded. Any deviation from the method will require proof from the relevant authority that the alternative method proposed is acceptable to that authority. The proposals shall also indicate the emergency procedures in the event of misuse or spillage that will negatively affect an individual or the environment.

iii) Fuel and Gas Storage

6. Fuel should be stored in a secure area in a steel tank supplied and maintained by the fuel suppliers. Leakage of fuel shall be avoided. An adequate bund wall, 110% of volume, shall be provided for fuel and diesel areas to accommodate any spillage or overflow from these substances. The area inside the bund wall shall be lined with an impervious lining to prevent infiltration of the fuel into the soil.

7. Gas welding cylinders and LPG cylinders shall be stored in a secure, well-ventilated area.

iv) Oil and Lubricant Waste

Used oil, lubricants and cleaning materials from the maintenance of vehicles and machinery shall be collected in a holding tank and sent back to the supplier. Water and oil should be separated in an oil trap. Oils collected in this manner, shall be retained in a safe holding tank and removed from site by a specialist oil recycling company for disposal at approved waste disposal sites for toxic/hazardous materials. Oil collected by a mobile servicing unit shall be stored in the service unit's sludge tank and discharged into the safe holding tank for collection by the specialist oil recycling company.

All used filter materials shall be stored in a secure bin for disposal off site. Any contaminated soil shall be removed and replaced. Soils contaminated by oils and lubricants shall be collected and disposed of at a facility designated by the local authority to accept contaminated materials.

e) Clearing the Site

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

In all areas where the contractor intends to, or is required to clear the natural vegetation and soil, either within the road reserve, or at designated or instructed areas outside the road reserve, a plan of action shall first be submitted to the engineer for his approval.

The plan shall contain a photographic record and chainage/land reference of the areas to be disturbed. This shall be submitted to the engineer for his records before any disturbance/stockpiling may occur. The record shall be comprehensive and clear, allowing for easy identification during subsequent inspections.

The contractor shall be held responsible for re-establishment of grass within the road reserve boundaries for all areas disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for, or from, road construction has to be stored temporarily or otherwise within the road reserve, or at designated or instructed areas outside the road reserve. This responsibility shall extend until expiry of the defects liability period.

f) Soil Management

i) Topsoil

8. Topsoil shall be removed from all areas where physical disturbance of the surface will occur and shall be stored and adequately protected. The contract will provide for the stripping and stockpiling of topsoil from the site for later re-use. Topsoil is considered to be the natural soil covering, including all the vegetation and organic matter. Depth may vary at each site. The areas to be cleared of topsoil shall include the storage areas. All topsoil stockpiles and windrows shall be maintained throughout the contract period in a weed-free condition. Weeds appearing on the stockpiled or windrowed topsoil shall be removed by hand. Soils contaminated by hazardous substances shall be disposed of at an approved Department of Water Affairs and Forestry waste disposal site. The topsoil stockpiles shall be stored, shaped and sited in such a way that they do not interfere with the flow of water to cause damming or erosion, or itself be eroded by the action of water. Stockpiles of topsoil shall not exceed a height of 2m, and if they are to be left for longer than 6 months, shall be analysed, and if necessary, upgraded before replacement. Stockpiles shall be protected against infestation by weeds.

The contractor shall ensure that no topsoil is lost due to erosion – either by wind or water. Areas to be topsoiled and grassed shall be done so systematically to allow for quick cover and reduction in the chance of heavy topsoil losses due to unusual weather patterns. The contractor's programme shall clearly show the proposed rate of progress of the application of topsoil and grassing. The contractor shall be held responsible for the replacement, at his own cost, for any unnecessary loss of topsoil due to his failure to work according to the progress plan approved by the engineer. The contractor's responsibility shall also extend to the clearing of drainage or water systems within and beyond the boundaries of the road reserve that may have been affected by such negligence.

ii) Subsoil

The subsoil is the layer of soil immediately beneath the topsoil. It shall be removed, to a depth instructed by the engineer, and stored separately from the topsoil if not used for road building. This soil shall be replaced in the excavation in the original order it was removed for rehabilitation purposes.

g) Drainage

The quality, quantity and flow direction of any surface water runoff shall be established prior to disturbing any area for construction purposes. Cognisance shall be taken of these aspects and incorporated into the planning of all construction activities. Before a site is developed or expanded, it shall be established how this development or expansion will affect the drainage pattern. Recognised water users / receivers shall not be adversely affected by the expansion or re-development. No water source shall be polluted in any way due to proposed changes.

Streams, rivers, pans, wetlands, dams, and their catchments shall be protected from erosion, direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage,

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and bituminous or tar products.

The contractor shall submit to the engineer his proposals for prevention, containment and rehabilitation measures against environmental damage of the identified water and drainage systems that occur on the site. Consideration shall be given to the placement of sedimentation ponds or barriers where the soils are of a dispersive nature or where toxic fluids are used in the construction process. The sedimentation ponds must be large enough to contain runoff so that they function properly under heavy rain conditions.

h) Earthworks and Layerworks

9. This section includes all construction activities that involve the mining of all materials, and their subsequent placement, stockpile, spoil, treatment or batching, for use in the permanent works, or temporary works in the case of deviations. Before any stripping prior to the commencement of construction, the contractor shall have complied with the requirements of sections C10008 (e) and C10008 (g). In addition, the contractor shall take cognisance of the requirements set out below.

i) Quarries and borrow pits

The contractor's attention is drawn to the requirement of the Department of Minerals and Energy, that before entry into any quarry or borrow pit, an EMP for the establishment, operation and closure of the quarry or borrow pit shall have been approved by the Department. It is the responsibility of the contractor to ensure that he obtains from the engineer, a copy of the approved EMP prior to entry into the quarry or borrow pit. The conditions imposed by the relevant EMP are legally binding on the contractor and may be more extensive and explicit than the requirements of this specification. In the event of any conflict occurring between the requirements of the specific EMP and this specification the former shall apply. The cost of complying with the requirements shall be deemed to be included in existing rates in the Schedule of Quantities

ii) Excavation, hauling and placement

The contractor shall provide the engineer with detailed plans of his intended construction processes prior to starting any cut or fill or layer. The plans shall detail the number of personnel and plant to be used and the measures by which the impacts of pollution (noise, dust, litter, fuel, oil, sewage), erosion, vegetation destruction and deformation of landscape will be prevented, contained and rehabilitated. Particular attention shall also be given to the impact that such activities will have on the adjacent built environment. The contractor shall demonstrate his "good housekeeping", particularly with respect to closure at the end of every day so that the site is left in a safe condition from rainfall overnight or over periods when there is no construction activity.

iii) Spoil sites

The contractor shall be responsible for the safe siting, operation, maintenance and closure of any spoil site he uses during the contract period, including the defects liability period. This shall include existing spoil sites that are being re-entered. Before spoil sites may be used proposals for their locality, intended method of operation, maintenance and rehabilitation shall be given to the engineer for his approval. The location of these spoil sites shall have signed approval from the affected landowner before submission to the engineer. No spoil site shall be located within 500m of any watercourse. A photographic record shall be kept of all spoil sites for monitoring purposes. This includes before the site is used and after revegetation.

10. The use of approved spoil sites for the disposal of hazardous or toxic wastes shall be prohibited unless special measures are taken to prevent leaching of the toxins into the surrounding environment. Such special measures shall require the approval of the relevant provincial or national authority. The same shall apply for the disposal of solid waste generated from the various camp establishments. The engineer will assist the contractor in obtaining the necessary approval if requested by the contractor.

11. Spoil sites will be shaped to fit the natural topography. These sites shall receive a minimum of 75mm topsoil and be grassed with the recommended seed mixture. Slopes shall not exceed a vertical: horizontal ratio of 1:3. Only under exceptional circumstances will approval be

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

given to exceed this ratio. Appropriate grassing measures to minimise soil erosion shall be undertaken by the contractor. This will include both strip and full sodding. The contractor may motivate to the engineer for other acceptable stabilising methods. The engineer may only approve a completed spoil site at the end of the defects liability period upon receipt from the contractor of a landowner's clearance notice and an engineer's certificate certifying slope stability. The contractor's costs incurred in obtaining the necessary certification for opening and closing of spoil sites shall be deemed to be included in the tendered rates for spoiling.

iv) Stockpiles

The contractor shall plan his activities so that materials excavated from borrow pits and cuttings, in so far as possible, can be transported direct to and placed at the point where it is to be used. However, should temporary stockpiling become necessary, the areas for the stockpiling of excavated and imported material shall be indicated and demarcated on the site plan submitted in writing to the engineer for his approval, together with the contractor's proposed measures for prevention, containment and rehabilitation against environmental damage.

The areas chosen shall have no naturally occurring indigenous trees and shrubs present that may be damaged during operations. Care shall be taken to preserve all vegetation in the immediate area of these temporary stockpiles. During the life of the stockpiles the contractor shall at all times ensure that they are:

- Positioned and sloped to create the least visual impact;
- Constructed and maintained so as to avoid erosion of the material land contamination of surrounding environment; and
- Kept free from all alien/undesirable vegetation.

After the stockpiled material has been removed, the site shall be re-instated to its original condition. No foreign material generated / deposited during construction shall remain on site. Areas affected by stockpiling shall be landscaped, top soiled, grassed and maintained at the contractor's cost until clearance from the engineer is received.

Material milled from the existing road surface that is temporarily stockpiled in areas approved by the engineer within the road reserve, shall be subject to the same condition as other stockpiled materials. Excess materials from windrows, in situ milling or any detritus of material from road construction activities may not be swept off the road and left unless specifically instructed to do so in the contract drawing or under instruction from the engineer

In all cases, the engineer shall approve the areas for stockpiling and disposal of construction rubble before any operation commences and shall approve their clause only when they have been satisfactorily rehabilitated.

v) Blasting activities

Wherever blasting activity is required on the site (including quarries and/or borrow pits) the contractor shall rigorously adhere to the relevant statutes and regulations that control the use of explosives. In addition, the contractor shall, prior to any drilling of holes in preparation for blasting, supply the engineer with a locality plan of the blast site on which shall be shown the zones of influence of the ground and air shock-waves and expected limits of fly-rock. The plan shall show each dwelling, structure and service within the zones of influence and record all details of the dwellings/structures/services including existing positions, lengths and widths of cracks, as well as the condition of doors, windows, roofing, wells, boreholes etc. The contractor, alone, shall be responsible for any costs that can be attributed to blasting activities, including the collection of fly-rock from adjacent lands and fields. The submission of such a plan shall not in any way absolve the contractor from his responsibilities in this regard.

The contractor shall also indicate to the engineer the manner in which he intends to advertise to the adjacent communities and/or road users the time and delays to be expected for each individual blast.

i) Batching sites

Asphalt plants are considered scheduled processes listed in the second schedule to the Atmospheric Pollution Prevention Act, 1965 (Act No. 45 of 1965). Should the use of an asphalt

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plant be considered on site, the contractor shall be responsible to obtain the necessary permit from the Department of Environmental Affairs and Tourism, regardless of where they are sited.

Crushing plants and concrete batching plants, whether sited inside or outside of defined quarry or borrow pit areas, shall be subject to the requirements of the Department of Minerals and Energy legislation as well as the applicable industrial legislation that governs gas and dust emissions into the atmosphere. Such sites will be the subject of regular inspections by the relative authorities during the life of the project. In addition, the selection, entry onto, operation, maintenance, closure and rehabilitation of such sites shall be the same as for those under section C10008(h)(iii), with the exception that the contractor shall provide additional measures to prevent, contain and rehabilitate against environmental damage from toxic/hazardous substances. In this regard the contractor shall provide plans that take into account such additional measures as concrete floors, bunded storage facilities, linings to drainage channels and settlement dams. Ultimate approval of these measures shall be from the relevant national authority, as shall approval of closure. The engineer will assist the contractor in his submissions to the relevant authority.

Effluent from concrete batch plants and crusher plants shall be treated in a suitable designated sedimentation dam to the legally required standards to prevent surface and groundwater pollution. The designs of such a facility should be submitted to the engineer for approval.

The contractor shall invite the relevant department to inspect the site within 2 months after any plant is commissioned and at regular intervals thereafter, not exceeding 12 months apart

j) Spillages

Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and tar or bituminous products. In the event of a spillage, the contractor shall be liable to arrange for professional service providers to clear the affected area.

Responsibility for spill treatment lies with the contractor. The individual responsible for, or who discovers a hazardous waste spill must report the incident to his/her DEO or to the engineer. The Designated Environmental Officer will assess the situation in consultation with the engineer and act as required. In all cases, the immediate response shall be to contain the spill. The exact treatment of polluted soil / water shall be determined by the contractor in consultation with the DEO and the engineer. Areas cleared of hazardous waste shall be revegetated according to the engineer's instructions.

Should water downstream of the spill be polluted, and fauna and flora show signs of deterioration or death, specialist hydrological or ecological advice will be sought for appropriate

treatment and remedial procedures to be followed. The requirement for such input shall be agreed with the engineer. The costs of containment and rehabilitation shall be for the contractor's account, including the costs of specialist input.

k) Areas of Specific Importance

Any area, as determined and identified within the project document as sensitive or of special interest within the site shall be treated according to the express instructions contained in these specifications or the approved EMP. The contractor may offer alternative solutions to the engineer in writing should he consider that construction will be affected in any way by the hindrance of the designated sensitive area or feature. However, the overriding principle is that such defined areas requiring protection shall not be changed. Every effort to identify such areas within the site will have been made prior to the project going out to tender. The discovery of other sites with archaeological or historical interest that have not been identified shall require ad hoc treatment.

i) Archaeological Sites

If an artefact on site is uncovered, work in the immediate vicinity shall be stopped immediately. The contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the engineer of such discovery. The National Monuments Council is to be contacted who will appoint an archaeological consultant. Work may only resume once clearance is given in writing by the

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ii) Graves and middens

If a grave or midden is uncovered on site, or discovered before the commencement of work, then all work in the immediate vicinity of the graves/middens shall be stopped and the engineer informed of the discovery. The National Monuments Council should be contacted and in the case of graves, arrangements made for an undertaker to carry out exhumation and reburial. The undertaker will, together with the National Monuments Council, be responsible for attempts to contact family of the deceased and for the site where the exhumed remains can be re-interred.

l) Noise Control

The contractor shall endeavour to keep noise generating activities to a minimum. Noises that could cause a major disturbance, for instance blasting and crushing activities, should only be carried out during daylight hours. Compliance with the appropriate legislation with respect to noise, shall be mandatory.

Should noise generating activities have to occur at night the people in the vicinity of the drilling shall be warned about the noise well in advance and the activities kept to a minimum.

m) Dust Control

Dust caused by strong winds shall be controlled by means of water spray vehicles. Dust omission from batching plants shall be subject to the relevant legislation and shall be the subject of inspection by the relevant Department of Minerals and Energy.

n) Alien Vegetation

The contractor shall be held responsible for the removal of alien vegetation within the road reserve disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for or from road construction has been stored temporarily or otherwise within the road reserve.

This responsibility shall extend for the duration of the defects liability period.

C1009 RECORD KEEPING

The engineer and the DEO to the contractor will continuously monitor the contractor's adherence to the approved impact prevention procedures and shall issue to the contractor a notice of non-compliance whenever transgressions are observed. The DEO should document the nature and magnitude of the non-conformance in a designated register, the action taken to discontinue the non-conformance, the action taken to mitigate its effects and the results of the actions. The non-conformance shall be documented and reported to the engineer in the monthly report.

Copies of any record of decision or EMP's for specific borrow pits or quarries used on the project shall be kept on site and made available for inspection by visiting officials from the employer or relevant environmental departments.

C1010 COMPLIANCE

The contractor shall act immediately when such notice of non-compliance is received and correct whatever is the cause for the issuing of the notice. Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a dedicated register and the response noted with the date and action taken. This record shall be submitted with the monthly reports and a verbal report given at the monthly site meetings.

Table 1: Mechanisms that Cause Environmental Impacts during Construction Activities

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

| CONTENTS | ENVIRONMENTAL IMPACTS | | | | SENSITIVE AREAS (to be completed by compiler) |
|-----------------------------------|---|---|---|---|--|
| | POLLUTION TYPE | DEFORMATION OF LANDSCAPE | SOIL EROSION | ALIEN VEGETATION | |
| Camp Establishment | Waste treatment Hazardous waste Water supply Spillage Storage | Selection of site Preserve indigenous vegetation Preserve topsoil | Selection of site Preserve indigenous vegetation Preserve topsoil | Preserve indigenous vegetation Preserve topsoil Management of weeds | |
| Housing, Offices and laboratories | Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights | Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas | Selection of site Preserve indigenous vegetation Preserve topsoil | Preserve indigenous vegetation Preserve topsoil Management of weeds | |
| Accommodation of Traffic | Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights Dust control | Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows | Selection of site Preserve indigenous vegetation Preserve topsoil | Preserve indigenous vegetation Preserve topsoil Management of weeds | |
| Overhaul | Spillage Storage Noise/lights Dust control Exhaust fumes Washing waste | Turning circles Parking areas | Restrict access to sensitive areas | Protection of indigenous vegetation Preserve topsoil | |
| Clearing and grubbing | Waste treatment Hazardous waste Water supply Noise /lights Dust control | Selection of site Preserve indigenous vegetation Preserve topsoil | Selection of site Preserve indigenous vegetation Preserve topsoil | Protection of indigenous vegetation Preserve topsoil | |
| Drainage | Waste treatment Hazardous waste Water supply Spillage Storage | Selection of site Preserve indigenous vegetation Preserve topsoil | Selection of site Preserve indigenous vegetation Preserve topsoil | Preserve indigenous vegetation Preserve topsoil Management of weeds | |
| Borrow pits | Waste treatment Hazardous waste Water supply Spillage Storage | Selection of site Preserve indigenous vegetation Preserve topsoil | Selection of site Preserve indigenous vegetation Preserve topsoil | Preserve indigenous vegetation Preserve topsoil Management of weeds | |

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

| CONTENTS | ENVIRONMENTAL IMPACTS | | | | SENSITIVE AREAS (to be completed by compiler) |
|------------------------------------|--|---|---|---|--|
| | POLLUTION TYPE | DEFORMATION OF LANDSCAPE | SOIL EROSION | ALIEN VEGETATION | |
| Stockpiling | Waste treatment Hazardous waste Water supply Spillage Storage | Selection of site Preserve indigenous vegetation Preserve topsoil | Selection of site Preserve indigenous vegetation Preserve topsoil | Preserve indigenous vegetation Preserve topsoil Management of weeds | |
| Mass Earthworks | Waste treatment Hazardous waste Water supply Spillage Storage | Selection of site Preserve indigenous vegetation Preserve topsoil | Selection of site Preserve indigenous vegetation Preserve topsoil | Preserve indigenous vegetation Preserve topsoil Management of weeds | |
| Pavement layers | Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control | Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows | Selection of site Preserve indigenous vegetation Preserve topsoil | Preserve indigenous vegetation Preserve topsoil Management of weeds | |
| Asphalt works / sealing operations | Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control Smoke control Storage of materials | Selection of site Preserve indigenous vegetation Preserve topsoil Turning circles Parking areas | Selection of site Preserve indigenous vegetation Preserve topsoil | Preserve indigenous vegetation Preserve topsoil | |
| Ancillary road works | Waste treatment Hazardous waste Water supply Spillage Storage | Selection of site Preserve indigenous vegetation Preserve topsoil | Selection of site Preserve indigenous vegetation Preserve topsoil | Preserve indigenous vegetation Preserve topsoil Management of weeds | |
| Structures | Waste treatment Hazardous waste Water supply Spillage | Selection of site Preserve indigenous vegetation Preserve topsoil | Selection of site Preserve indigenous vegetation Preserve topsoil | Preserve indigenous vegetation Preserve topsoil Management of weeds | |

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

| CONTENTS | ENVIRONMENTAL IMPACTS | | | | SENSITIVE AREAS (to be completed by compiler) |
|-------------------------|---|---|---|---|--|
| | POLLUTION TYPE | DEFORMATION OF LANDSCAPE | SOIL EROSION | ALIEN VEGETATION | |
| | Storage | | | | |
| Concrete pavements etc. | Waste treatment Hazardous waste Water supply Spillage Storage | Selection of site Preserve indigenous vegetation Preserve topsoil | Selection of site Preserve indigenous vegetation Preserve topsoil | Preserve indigenous vegetation Preserve topsoil Management of weeds | |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

1. Health and Safety Specification

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TABLE OF CONTENTS

| | |
|---|-----|
| 1. Introduction and Background | 187 |
| 1.1 Background to the Pre-construction Health and Safety Specification..... | 187 |
| 1.2 Purpose of the Pre-construction Health and Safety Specification..... | 187 |
| 1.3 Implementation of the Pre-construction Health and Safety Specification | 187 |
| 2. Pre-construction Health and Safety Specification | 187 |
| 2.1 Scope | 192 |
| 2.2 Interpretation..... | 187 |
| 2.2.1 Application | 187 |
| 2.2.2 Definitions | 187 |
| 2.3 Minimum Administrative Requirements..... | 187 |
| 2.3.1 Notification of Intention to Commence Construction Work..... | 187 |
| 2.3.2 Assignment of Contractor's Responsible Person to Supervise Health and Safety on Site | 188 |
| 2.3.3 Competency for Contractor's Responsible Person..... | 188 |
| 2.3.4 Compensation of Occupational injuries and Diseases Act (COIDA) Act 130 of 1993..... | 188 |
| 2.3.5 Occupational Health and Safety Policy..... | 188 |
| 2.3.6 Health and Safety Organogram | 188 |
| 2.3.7 Preliminary Hazard Identification and Risk Assessment and Progress Hazard Identification and Risk Assessment | 188 |
| 2.3.8 Health and Safety Representative(s)..... | 189 |
| 2.3.9 Health and Safety Committee(s)..... | 189 |
| 2.3.10.1 Induction | 189 |
| 2.3.10.2 Awareness | 189 |
| 2.3.10.3 Competency..... | 189 |
| 2.3.11 General Record Keeping | 189 |
| 2.3.12 Health & Safety Audits, Monitoring and Reporting | 189 |
| 2.3.13 Emergency Procedures | 190 |
| 2.3.14 First Aid Box and First Aid Equipment..... | 190 |
| 2.3.15 Accident Incident Reporting and Investigation | 190 |
| 2.3.16 Hazardous and Potentially Hazardous Situations | 190 |
| 2.3.17 Personal Protection Equipment and Clothing..... | 190 |
| 2.3.18 Occupational Health and Safety Signage | 190 |
| 2.3.19 Permits..... | 191 |
| 2.3.20 Sub-contractors..... | 191 |
| 2.4 Physical Requirements..... | 191 |
| 2.4.1 Demolition Work..... | 191 |
| 2.4.2 Excavations, Shoring, Dewatering or Drainage..... | 191 |
| 2.4.3 Edge Protection and Penetrations | 191 |
| 2.4.4 Explosives and Blasting | 191 |
| 2.4.5 Piling | 191 |
| 2.4.6 Stacking of Materials..... | 192 |
| 2.4.7 Speed restrictions and Protection | 192 |
| 2.4.8 Hazardous Chemical Substances (HCS)..... | 192 |
| 2.5 Plant and Machinery | 192 |
| 2.5.1 Construction Plant..... | 192 |
| 2.5.2 Vessels under Pressure (Gas bottles including Operations) | 192 |
| 2.5.3 Fire Extinguishers and Fire Fighting Equipment | 192 |

[Signature Box]
Contractor

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Witness 1

[Signature Box]
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[Signature Box]
Employer

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Witness 1

[Signature Box]
Witness 2

| | | |
|-----------|---|-----|
| 2.5.4 | Hired Plant and Machinery | 192 |
| 2.5.5 | Scaffolding/Working on Heights | 193 |
| 2.5.6 | Falsework for Structures | 193 |
| 2.5.7 | Lifting Machines and Tackle..... | 193 |
| 2.5.9 | General Machinery | 193 |
| 2.5.10 | Portable Electrical Tools I Explosive Power Tools | 193 |
| 2.5.11 | High Voltage Electrical Equipment | 194 |
| 2.5.12 | Public and Site Visitor Health and Safety..... | 194 |
| 2.5.13 | Night Work..... | 194 |
| 2.5.14 | Transport of Workers..... | 194 |
| 2.6 | Occupational Health | 194 |
| 2.6.1 | Occupational Hygiene | 194 |
| 2.6.2 | Alcohol and Other Drugs | 194 |
| 3. | Annexure A | |
| | Task Completion Form | 195 |
| 4. | Annexure B | |
| | Principal Contractor's Responsible Persons..... | 196 |
| 5. | Annexure C | |
| | Other Requirements..... | 197 |
| 6. | Annexure D | |
| | Acknowledgement of Receipt of Document | 198 |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- **1 INTRODUCTION AND BACKGROUND**

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

The Construction Regulations (July 2014) place the onus on the Client to prepare a pre-construction health & safety specification, highlighting all risks not successfully eliminated during design.

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

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

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

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

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

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

- **2 PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION**

- **2.1 Scope**

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

- **2.2 Interpretations**

- **2.2.1 Application**

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

- **2.2.2 Definitions**

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

- **2.3 Minimum Administrative Requirements**

- **2.3.1 Notification of Intention to Commence Construction Work**

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

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

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

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

- 2.3.3 *Competency for Contractor's Appointed Competent Persons*

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

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

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

- 2.3.5 *Occupational Health and Safety Policy*

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

- 2.3.6 *Health and Safety Organogram*

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

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

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

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

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

The Principal Contractor and relevant Contractors shall be responsible for ensuring that all persons who could be negatively affected by its operations are informed and trained according

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

to the hazards and risks and are conversant with the safe work procedures, control measures and other related rules (tool box talk strategy to be implemented).

- **2.3.8 Health and Safety Representative(s)**

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

- **2.3.9 Health and Safety Committees**

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

- **2.3.10 Health and Safety Training**

- **2.3.10.1 Induction**

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

- **2.3.10.2 Awareness**

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

- **2.3.10.3 Competency**

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

- **2.3.11 General Record Keeping**

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

- **2.3.12 Health & Safety Audits, Monitoring and Reporting**

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

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

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Employer

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Witness 1

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- **2.3.13 Emergency Procedures**

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

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

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

- **2.3.14 First Aid Boxes and First Aid Equipment**

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

- **2.3.15 Accident/Incident Reporting and Investigation**

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

- **2.3.16 Hazards and Potentially Hazardous Situations**

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

- **2.3.17 Personal Protective Equipment (PPE) and Clothing**

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

- Lost or stolen;
- Worn out or damaged.

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

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

- **2.3.18 Occupational Health and Safety Signage**

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

- **2.3.19 Permits**

Permits may include the following:

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

- **2.3.20 Contractors and Sub-contractors**

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

- **2.4 Physical Requirements**

- **2.4.1 Demolition Work**

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

- **2.4.2 Excavations, Shoring, Dewatering or Drainage**

-

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

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

- **2.4.3 Edge Protection and Penetrations**

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

- **2.4.4 Explosives and Blasting**

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- **2.4.5 Piling**

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

- **2.4.6 Stacking of Materials**

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

- **2.4.7 Speed Restrictions and Protection**

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

- **2.4.8 Hazardous Chemical Substances (HCS)**

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

- **2.5 Equipment and Machinery**

- **2.5.1 Construction Equipment**

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

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

- **2.5.2 Vessels under Pressure (VuP) and Gas Bottles**

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

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

- **2.5.3 Fire Extinguishers and Fire Fighting Equipment**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

• **2.5.4 Hired Equipment and Machinery**

The Principal Contractor and relevant Contractors shall ensure that any hired equipment and machinery used on site is safe for use. The necessary requirements as stipulated by the OHS Act 85/1993 and Construction Regulations (July 2003) shall apply. The Principal Contractor and relevant Contractors shall ensure that operators hired with machinery are competent and that certificates are kept on site in the health & safety file.

• **2.5.5 Scaffolding/ Working at Heights**

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

• **2.5.6 Formwork and Support work for Structures**

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

• **2.5.7 Lifting Machines and Tackle**

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

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

• **2.5.8 Ladders and Ladder Work**

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

• **2.5.9 General Machinery**

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

• **2.5.10 Portable Electrical Tools and Explosive Powered Tools**

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

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

The Contractor shall consider the following:

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

• **2.5.11 High Voltage Electrical Equipment**

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

• **2.5.12 Public and Site Visitor Health & Safety**

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

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

Site visitors must be briefed on the hazards and risks they may be exposed to and what measures are in place or should be taken to control these hazards and risks. A record of these 'inductions' must be kept on site in accordance with the Construction Regulations.

• **2.5.13 Night Work**

The Principal Contractor and relevant Contractors shall ensure that adequate lighting is provided to allow for work to be carried out safely.

• **2.5.14 Transport of Workers**

The Principal Contractor and relevant Contractors shall not transport persons together with goods or tools unless there is an appropriate area or section to store them.

2.6 Occupational Health

• **2.6.1 Occupational Hygiene**

Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and all Contractors shall ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards. Prevent inhalation, ingestion, absorption, and noise induction. Generic site-specific health risks are tabled in Annexure C e.g. cement dust, wet cement, wood-dust, noise, etc.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 2.6.2 Alcohol and other Drugs

No alcohol and other drugs will be allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior; who shall in turn report this to the Principal Contractor forthwith any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suspected of being under the influence of alcohol or other drugs shall be sent off site immediately.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION (HSS)

**PROJECT: APPOINTMENT OF A CONTRACTOR FOR DRILLING & EQUIPPING OF ONE
 BOREHOLE IN VREDENDAL NORTH SITUATED IN THE MATZIKAMA LOCAL MUNICIPALITY IN
 THE WESTERN CAPE PROVINCE**

ANNEXURE A

The Principal Contractor and Contractors shall submit proof of compliance with Annexure A with the construction phase H&S plan where applicable.

| HSS Item No. | Requirement | OHS Act Requirement | Submission Date |
|--------------|--|---|--|
| 2.3.1 | Notification of intention to commence construction/ building work | Complete Schedule 1 (Construction Regulations) | Before commencement on site |
| 2.3.2 | Assignment of responsible person to supervise construction work | All relevant appointments as per OHS Act and Construction Regulations | Before commencement on site |
| 2.3.3 | Competence of responsible person | Client requirement and OHS Act | Together with H&S Plan |
| 2.3.4 | Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993 | COIDA requirement | Together with H&S Plan |
| 2.3.5 | Occupational Health and Safety policy | OHS Act | Together with H&S Plan |
| 2.3.6 | Health and Safety organogram | Client requirement | Together with H&S Plan |
| 2.3.7 | Initial hazard identification and risk assessment based on the client's assessment | Construction regulations | Together with H&S Plan |
| 2.3.8 | Health and Safety representative | OHS Act | Submit as soon as there are more than 20 employees on site |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ASSIGNMENT OF PRINCIPAL CONTRACTOR'S RESPONSIBLE PERSONS

**PROJECT: APPOINTMENT OF A CONTRACTOR FOR DRILLING & EQUIPPING OF ONE
 BOREHOLE IN VREDENDAL NORTH SITUATED IN THE MATZIKAMA LOCAL MUNICIPALITY IN
 THE WESTERN CAPE PROVINCE**

ANNEXURE B

The Principal Contractor shall make the following appointments according to the initial risk assessment: (further appointments could become necessary as project progresses)

Note: Depending on the scale of the project the same person may take on multiple appointments
 E.g. The Construction Supervisor could also be the First Aider, the Scaffolding Supervisor and the Earthworks Supervisor etc.

| APPOINTMENT | OHS REFERENCE | REQUIREMENT |
|---|---------------|---|
| CEO Assignee | Section 16(2) | A competent person to assist with the on-site H & S overall responsibility - Contractor's Responsible Person |
| Construction Work Supervisor | CR 6.1 | A competent person to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties. |
| Subordinate Construction Work Supervisors | CR 6.2 | A competent person to assist with daily supervision of construction/building work. The person assists the Construction Work Supervisor. |
| Health & Safety Representative(s) | Section 17 | A competent person(s) to inspect H & S in reference to plant, machinery & Health & Safety of persons in the workplace. |
| Health & Safety Committee Member(s) | Section 19 | A competent person(s) representing the employer to assist with the on-site Health & Safety matters. |
| Incident Investigator | GAR 8 | A competent person to investigate incidents/accidents on site & could be: <ul style="list-style-type: none"> • The employer • H & S Representative • Designated person • Member of the H & S Committee. |
| Risk assessment co-ordinator | CR 7 | A competent person to co-ordinate all risk assessments on behalf of the Principal Contractor and relevant Contractors. |
| Fall protection plan co-ordinator | CR 8 | A competent person to prepare & amend the fall protection plan. |
| First Aiders | GSR 3 | A qualified person to address all on site first aid cases. |
| Machinery Inspector | GSR 2.1 | A competent person to supervise machinery. |
| Lifting machine & equipment inspector | DMR 18 | A competent person to inspect lifting machines, equipment & tackle. |

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

CONTRACT NO.: SSC WC Q11 (2023/2024) DALRRD
 APPOINTMENT OF A CONTRACTOR FOR DRILLING & EQUIPPING OF ONE BOREHOLE IN VREDENDAL NORTH
 SITUATED IN THE MATZIKAMA LOCAL MUNICIPALITY IN THE WESTERN CAPE PROVINCE

| APPOINTMENT | OHS REFERENCE | REQUIREMENT |
|---|---------------|---|
| Scaffolding Inspector | SABS 085 | A competent person to inspect scaffolding before use and every time after bad weather, etc. |
| Scaffolding erector | GSR 13D | A competent person to erect scaffolding. |
| Scaffolding supervisor | SABS 085 | A competent person to supervise scaffolding. |
| Formwork & support work inspector | CR 10 | A competent person to inspect formwork & support work. |
| Excavation Inspector | CR 11 | A competent person to inspect excavation work and ensure that approved safe working procedures are followed at all times. |
| Ladder Inspector | GSR 13A | A competent person to inspect ladders daily and ensure they are safe for use, keeping monthly record. |
| Stacking Supervisor | CR 26 | A competent person to supervise all stacking and storage operations. |
| Explosive powered tools inspector/supervisor | CR 19 | A competent person to inspect & clean the tool daily and controlling all operations thereof. |
| Temporary electrical installations supervisor | CR 22 | A competent person to control all temporary electrical installations. |
| Fire-fighting equipment inspector | CR 27 | A competent person to inspect fire-fighting equipment. |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

OTHER REQUIREMENTS

**APPOINTMENT OF A CONTRACTOR FOR DRILLING & EQUIPPING OF ONE BOREHOLE IN
 VREDENDAL NORTH SITUATED IN THE MATZIKAMA LOCAL MUNICIPALITY IN THE
 WESTERN CAPE PROVINCE**

ANNEXURE C

The Principal Contractor shall comply with but not be limited to the following requirements: report on these to the Client at progress meetings or at least monthly whichever is sooner.

| WHAT | WHEN | OUTPUT | ACCEPTED BY CLIENT & DATE |
|--|--|--|---------------------------|
| Induction training | Every worker before he/she starts work. | Attendance registers | |
| Awareness Training (Tool Box Talks) | At least weekly | Attendance registers | |
| Health & Safety Reports | Monthly | Report covering: <ul style="list-style-type: none"> • Incidents/accidents & investigations • Non-conformances by employees & contractors • Internal & External H & S audit reports. | |
| Emergency procedures | On-going evaluation of procedure. | Table procedure in writing as well as tel. Numbers. | |
| Risk assessment | Updated & signed off at least monthly | Documented risk assessment. | |
| Safe work procedures | Drawn up before workers are exposed to new risks | Documented set of safe work procedures (method statements) updated & signed off. | |
| General Inspections | Weekly & daily | Report OHS Act compliance: <ul style="list-style-type: none"> • Scaffolding • Excavations • Formwork & support work • Explosive tools | |
| General Inspections | Monthly | Firefighting equipment Portable electrical equip. Ladders Lifting equipment/slings | |
| List of Contractors | List to be updated weekly | Table list, number of workers and Company tel. Numbers. | |
| Workman's Compensation | On going | Table a list of Contractor's workman's compensation proof of good standing. | |
| Construction site rules & Section 37.2 Mandatory Agreement | On going | Table a report of all signed up Mandatories. | |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ACKNOWLEDGEMENT OF RECEIPT

PROJECT: APPOINTMENT OF A CONTRACTOR FOR DRILLING & EQUIPPING OF ONE BOREHOLE IN VREDENDAL NORTH SITUATED IN THE MATZIKAMA LOCAL MUNICIPALITY IN THE WESTERN CAPE PROVINCE

ANNEXURE D

I, representing,

Principal Contractor / Contractor / Employer

have satisfied myself with the content of the Pre-construction Health and Safety Specification and shall ensure that the Principal Contractor / Contractor and its personnel comply with all obligations / requirements in respect thereof.

Signature of Principal Contractor / Contractor

Date

Signature of Client / Client's Agent

Date

Comment

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SITE INFORMATION

Site Information

The construction site is situated in Vredendal North, approximately 350 km from Cape Town.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DRAWINGS

PROJECT NAMEBOARD

SIDE ELEVATION

BACK ELEVATION

2100x2500

**agriculture, land reform
& rural development**

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

PROJECT NAME

MUNICIPALITY

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

RECOMMENDATION

It is therefore recommended that these terms of reference to be Endorsed to advertise the bid for the appointment of a contractor for drilling & equipping of one borehole in Vredendal North situated in the Matzikama Local Municipality in the Western Cape Province.

| NAME AND SURNAME | RECOMMENDATION | SIGNATURE |
|-----------------------------------|---|-----------|
| Mr. Mac Ntsikelelo Nodliwa | SUPPORTED / NOT SUPPORTED / COMMENTS | |
| Ms. Nwabisa Maponyane | SUPPORTED / NOT SUPPORTED / COMMENTS | |
| Ms. Jennifer Samson | SUPPORTED / NOT SUPPORTED / COMMENTS | |

The Recommendation in Paragraphs is Supported / ~~Not supported~~ / Comments

.....
Ms. N Ntshona
CHAIRPERSON: BID SPECIFICATION COMMITTEE
DATE: 14 September 2023

The Recommendation in Paragraphs is Supported / Not supported / Comments

.....
Ms. M Andrews
SECRETARIAT: BID SPECIFICATION COMMITTEE
DATE:

The Recommendation in Paragraphs is Endorsed / Not Endorsed / Comments

.....
Mr. B Zuma
(A) DEPUTY DIRECTOR: SUPPLY CHAIN MANAGEMENT AND FACILITIES
DATE:

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2