Eastern Cape
PARKS & TOURISM AGENCY

# FORMAL BID DOCUMENT

# BID NO: 08/FY/27

## SUPPLY AND INSTALL 15KM BOUNDARY GAME FENCE AT MPOFU/FORT FORDYCE NATURE RESERVE

| | |
|---|---|
| **A TENDER FOR CATEGORY** | **CIDB 3SQ or HIGHER** |
| **COMPULSORY BRIEFING** | **24 August 2026**<br>**Time: 13h00**<br>**Venue: Mpofu Nature Reserve**<br>**GPS Co-ordinates – Latitude 32°36'3.66"S Longitude 26°34'30.28"E** |
| **CLOSING DATE & TIME** | **15 September 2026** |
| **NAME OF TENDERER (BIDDER)** | |
| **CSD NUMBER** | |
| **CIDB CRS NUMBER** | |
| **TOTAL BID PRICE** | |






**SUPPLY AND INSTALL 15KM BOUNDARY GAME FENCE AT MPOFU/FORT FORDYCE NATURE RESERVE**
**BID 08/FY/27**

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# THE TENDER





# PART T1: TENDERING PROCEDURES





**SUPPLY AND INSTALL 15KM BOUNDARY GAME FENCE AT MPOFU/FORT FORDYCE NATURE RESERVE**
**BID 08/FY/27**

# T1.1 Tender Notice and Invitation to Tender

| | |
|---|---|
| 1. | The Eastern Cape Parks and Tourism Agency invite tenders for **SUPPLY AND INSTALL 15KM BOUNDARY GAME FENCE AT MPOFU/FORT FORDYCE NATURE RESERVE** Time of completion for this contract is **12 months from date of site handover.** |
| 2. | All tenderers must submit proof of valid registration with the CIDB in a **SQ** class of construction work: It is estimated that tenderers must have a CIDB designation of **3SQ** or higher. Bidders exceeding their threshold of CIDB grading by more than **15%** in combination with any other contract awarded to the contractor, which will be executed simultaneously, could be regarded as non-responsive. |
| 3. | Tender documents will be available during working hours after **08:00** as of **17 August 2026** until the day before the tenders close and can be downloaded free of charge from the ECPTA website: https://visiteasterncape.co.za/tenders OR https://www.etenders.gov.za |
| 4. | A compulsory site inspection and clarification meeting will be held on **24th of August 2026 at 13h00** at **Mpofu Nature Reserve GPS Co- ordinates – Latitude 32°36'3.66"S Longitude 26°34'30.28"E.** After the Clarification meeting the prospective tenderers will be taken to the site to familiarize themselves with the conditions of the roads and site. No late attendance will be entertained. |
| 5. | The completed tender document and any supporting documentation shall be placed in a single sealed envelope clearly marked **"BID 08/FY/27: SUPPLY AND INSTALL 15KM BOUNDARY GAME FENCE AT MPOFU/FORT FORDYCE NATURE RESERVE** and deposited in the tender box at:<br>**EASTERN CAPE PARKS & TOURISM,**<br>**17 OXFORD STREET**<br>**EAST LONDON**<br>**TENDER BOX** not later than **11:00 on 15 September 2026 when** the tender box will close.<br>Tenderers should ensure that tender documents are delivered timeously to the correct address. If the tender is late, it will not be accepted for consideration. |
| 6. | **Tenders will be opened in public immediately after closing time where the name of the tenderer, the financial offer, preference points claimed and proposed period for completion will be read aloud.** |
| 7. | **All submitted certificates must be valid for 84 calendar days after the Tender Closing Date** |
| 8. | For the purpose of this bid, Specific Goals and Preference Points are not applicable. |
| 9. | All tenderers must be registered on the National Treasury Centralized Suppliers Data Base, the CIDB before the closing date of tenders and provide the information.<br>**Invalid or non-submission of the following documents may render the Bidder disqualified:**<br>➢ **Tax compliance status and company directors of bidders will be verified on CSD for all bids.**<br>➢ **CK documents must be attached in the bid.**<br>➢ **Copy of CIDB Grade 3SQ or higher contractor grading certificate must be attached**<br>➢ **JV Agreement (if Applicable)**<br>➢ **Proof of CSD registration (uploaded in the month of bid closing)** |
| 10 | Works cannot be subcontracted without prior approval of the ECPTA. |
| 11 | The tender with the lowest price or any tender offer will not necessarily be accepted. |
| 12 | The contract period is 12 months from site handover date |
| 13 | All tenders must be submitted on the official forms – (not to be re-typed). Telephonic, telegraphic, e-mail or facsimile will not be accepted. |
| 14 | Failure to supply all supplementary information, certificates and documentation will result in the tender being rendered non-responsive. |
| 15 | This tender is subject to the CIDB STANDARD CONDITIONS OF TENDER (August 2019 edition) As published in Annex C of the Construction Industry Development Board's (CIDB) Standard for Uniformity in Engineering and Construction Works Contracts as published in Board Notice 423 of 2019 in Government Gazette No. 42622 of 08 August 2019. |
| 16 | Bidders must submit in terms of point 15 above, the following with the bid submission:<br>i) CIDB certificate of the subcontractor(s).<br>ii) Proof of the CSD registration of the subcontractor(s).<br>iii) Provide details of which items in the bill of quantities will be part of the subcontracting agreement. |





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|---|---|
| 17. | Administrative enquiries should be directed to:<br>Ms. Unathi Zinganto<br>Tel: 043 492 0871<br>Email: tenders@ecpta.co.za |
| 18. | Technical enquiries should be directed to:<br>Mr. Milton Manzi<br>Tel: 043 492 0689<br>Email: tenders@ecpta.co.za |





**SUPPLY AND INSTALL 15KM BOUNDARY GAME FENCE AT MPOFU/FORT FORDYCE NATURE RESERVE**
**BID 08/FY/27**

PART A

**SBD 1**

**INVITATION TO BID**

| **YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EASTERN CAPE PARKS & TOURISM AGENCY** | | | | | |
|---|---|---|---|---|---|
| BID NUMBER: | **08/FY/27** | CLOSING DATE: | **15 SEPTEMBER 2026** | CLOSING TIME: | **11:00** |
| DESCRIPTION | **SUPPLY AND INSTALL 15KM BOUNDARY GAME FENCE AT MPOFU/FORT FORDYCE NATURE RESERVE** | | | | |
| **BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*** | | | | | |
| **17 -25 OXFORD STREET** | | | | | |
| **EAST LONDON** | | | | | |
| **5201** | | | | | |

| **BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO** | | **TECHNICAL ENQUIRIES MAY BE DIRECTED TO:** | |
|---|---|---|---|
| CONTACT PERSON | Unathi Zinganto | CONTACT PERSON | Milton Manzini |
| TELEPHONE NUMBER | 043 492 0871 | TELEPHONE NUMBER | 043 492 0689 |
| FACSIMILE NUMBER | N/A | FACSIMILE NUMBER | N/A |
| E-MAIL ADDRESS | Tenders@ecpta.coza | E-MAIL ADDRESS | Tenders@ecpta.co.za |

| **SUPPLIER INFORMATION** | | | | | |
|---|---|---|---|---|---|
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELL PHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | **OR** | CENTRAL SUPPLIER DATABASE No: | MAAA _____ |
| SPECIFIC GOALS CLAIMED | TICK APPLICABLE BOX] ☐ Yes ☐ No | | ALL SUPPORTING DOCUMENTATION FOR THE GOALS CLAIMED ATTACHED | | [TICK APPLICABLE BOX] ☐ Yes ☐ No |

***[ALL DOCUMENTATION REQUIRED FOR THE CLAIM OF PREFERENCE POINTS AS PER THE SPECIFIC GOALS DETAILED IN THE EVALUATION CRITERIA.]***

**SUPPLY AND INSTALL 15KM BOUNDARY GAME FENCE AT MPOFU/FORT FORDYCE NATURE RESERVE**
**BID 08/FY/27**

| | | | |
|---|---|---|---|
| 1.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | ☐Yes ☐No<br>[IF YES ENCLOSE PROOF] | 1.2 ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?** | ☐Yes ☐No<br>[IF YES, ANSWER PART B:3 ] |

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

| | | |
|---|---|---|
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | ☐ YES | ☐ NO |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | ☐ YES | ☐ NO |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | ☐ YES | ☐ NO |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | ☐ YES | ☐ NO |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | ☐ YES | ☐ NO |

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





# PART B
# TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: ……

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

DATE: ……..





# T 1.2

# Tender Data





## T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (August 2019). (See **www.cidb.org.za).**

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 to which it mainly applies.

**The additional conditions of tender are:**

| Clause number | Tender Data |
|---|---|
| C.1.1 | The employer is the Eastern Cape Parks & Tourism Agency**.** |
| C.1.2 | The tender documents issued by the employer comprise: |
| | T1.1 Tender notice and invitation to tender |
| | T1.2 Tender data |
| | T2.1 List of returnable documents |
| | **Part 1: Agreements and contract data** |
| | C1.1 Form of offer and acceptance |
| | C1.2 Contract data |
| | C1.3 Form of Guarantee |
| | C1.4 Adjudicator's Contract |
| | **Part 2: Pricing data** |
| | C2.1 Pricing instructions |
| | C2.2 Activity schedules / Bills of Quantities |
| | **Part 3: Scope of work** |
| | C3.1 Scope of work |
| | C3.2 Specifications |
| | **Part 4: Site information** |
| | C4.1 Site information |
| | C4.2 Drawings |

Additional documents of which the Contractor are to obtain their own copies are:

**"General Conditions of Contract for Construction Works – 3rd Edition 2015".**
This document is issued by the South African Institution of Civil Engineering. (Short title "General Conditions of Contract for Construction Works 2015") and is obtainable separately. Tenderers shall obtain their own copies.

**"South African National Standards".**
These documents are obtainable separately, and tenderers shall obtain their own copies of the applicable sections.

**"The Occupational Health and Safety Act No 85 of 1993 and Amendment Act No 181 of 1993, and the Construction Regulations 2014".**
This document is obtainable separately, and tenderers shall obtain their own copies.

In addition, tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations and standards referred to in this document as they are essential for the tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies and participation of targeted enterprise and labour.

**The Construction Industry Development Board Act No 38 of 2000 and the Regulations in terms of the CIDB Act 38/2000, Government Notice No 692 of 9 June 2004**,

**SANS 1921:2004 Construction and Management**
Part 1: General Engineering and Construction Works;
Part 6: HIV/AIDS Awareness.

**SANS 10396:2003 Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures**

**SANS 1914:2003 Targeted Construction Procurement, Parts 1 to 6, dealing with Participation of Targeted Enterprises, Joint Ventures, Targeted Labour etc.**

**The Eastern Cape Parks & Tourism Agency Supply Chain Management Policy.**

The Tender Document and the drawings shall be obtained from the Employer or his authorized representative at the physical address stated in the Tender Notice, upon payment of the deposit stated in the Tender Notice.

| Clause | Data |
|---|---|
| C.1.4 | The employer's agent is:<br>Mr. Milton Manzini<br>043 492 0689<br>Milton.manzini@ecpta.co.za |
| C.2.1 | Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations for a **3SQ class** of construction work, are eligible to have their tenders evaluated. Bidders exceeding the threshold of CIDB grade **3** in combination with any other contract awarded to the contractor which will be executed simultaneously could be regarded as non-responsive.<br><br>Joint ventures are eligible to submit tenders provided that:<br>1. every member of the joint venture is registered with the CIDB.<br>2. the lead partner has a contractor grading designation in the **3SQ** class of construction work; and |





| | |
|---|---|
| | 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **3SQ class** of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. |
| C.2.2 | The employer **will not** compensate the tenderer for any costs incurred during the tender process. |
| C.2.7 | The arrangements for a clarification meeting are as stated in the Tender Notice and Invitation to Tender. |
| C.2.13.2 | Submit one original document completed in black ink.<br><br>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. 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. Proof of posting shall not be accepted as proof of delivery.<br>Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the standard conditions of tender in this part of SANS 10845 apply equally to the extended deadline. |
| C.2.13.5 | The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:<br><br>Location of tender box:<br>**EASTERN CAPE PARKS & TOURISM,**<br>**17 - 25 OXFORD STREET**<br>**EAST LONDON**<br>**TENDER BOX**<br>Physical address:<br>**EASTERN CAPE PARKS & TOURISM,**<br>**17-25 OXFORD STREET**<br>**EAST LONDON**<br><br>Identification details: Reference number, title of tender and the closing date and time of the tender.<br><br>Postal address: **EASTERN CAPE PARKS & TOURISM AGENCY**<br>**PO Box 11235, Southernwood, East London, 5213** |
| C.2.13.9 | Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. |
| C.2.15. | The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. |
| C.2.17. | Additional information/clarification could be requested after closure of the bid. Non-submission / late submission of such information/clarification could result in the bid being declared non-responsive.<br><br>The employer may also request additional information / bank ratings, in order to establish the financial capacity of the bidder. Non-submission / late submission of such information / bank ratings, could result in the bid being declared non-responsive. |





| | |
|---|---|
| C.2.16. | The tender offer validity period is 84 calendar days |
| C.2.23. | The tenderer is required to submit with his tender<br>• a Certificate of Contractor Registration issued by the Construction Industry Development Board and where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.<br>• a Copy of CSD registration Proof (Uploaded in the month of bid closing).<br>• Joint Venture Agreement and Power of attorney in case of a Joint Venture.<br>• ID certificates in case of one-man concerns.<br>• Workman's Compensation Registration Certificate.<br>• Documentation for compliance requirements. |
| C.3.4 | **Tenders will be opened in public immediately after closing time where the name of the tenderer, the financial offer will be read out loud.** |
| C.3.11. | **This bid will be evaluated in Four (4) stages as follows:**<br>A four (4) Stage Evaluation process will be employed. In Stage one (1), all bids received will be evaluated based on **administrative compliance**. Only bidders who meet all the criteria for administrative compliance will proceed to Stage Two (2) where bids will be evaluated on **technical compliance**. Only bidders who passes Stage 2 will proceed to Stage Three (3) for **Price and Specific goals** in accordance with the Preferential Procurement Regulations of 2022 utilizing 80/20 preference points system. Lastly, Stage four (4) **risk assessment.**<br>• Stage 1: Administrative Compliance<br>• Stage 2: Technical compliance<br>• Stage 3: Financial Offer and Specific Goals (80/20)<br>• Stage 4: Risk Assessment.<br>**Stage 1: Administrative Compliance**<br>Bidders must comply with the set of administrative compliances and bid requirements listed below.<br>(i) **Compulsory Briefing**: Bidders must attend the compulsory briefing meeting on site.<br>(ii) **CIDB Grading:** Bidders must be registered with CIDB with a minimum grading equal to **3SQ or higher**. Bidders with designations lower than 3SQ will not be considered. |





*It is the responsibility of the service provider to ensure that the status of CIDB grading is active for the duration of the bidding process until award. Should the status of the bidder be inactive or suspended during the evaluation process the bidder will be disqualified.*

**Bidders who comply with all the above requirements will proceed to Stage 2 for evaluation on Technical Compliance. Bidders who fail to comply with any of the above requirements will be disqualified from the bidding process.**

**Stage 2: Technical Compliance**

Bidders must comply with the set of technical compliance requirements listed below. Failure to comply with any of the below requirements will lead to immediate rejection of the bid.

(i) **Company Experience:** Bidders MUST provide evidence of completion of at least three (3) projects with a rand value of **R1,000,000.00** each and above for installation of fence from previous clients in the past five years.

**The following evidence is required for company experience:**

- Appointment letters, practical completion certificates and or final completion certificate **plus** pictures. The Completion certificates/ reference form must indicate the location and coordinates of the completed works and proof from the Client/ Employer of completed project in a form of project number (Reference number) and financial year it was implemented and completed, or

- Appointment letters, project reference form completed by the Employer/Client **plus pictures** The Completion certificates/ reference form must indicate the location and coordinates of the completed works and proof from the Client/ Employer of completed project in a form of project number (Reference number) and financial year it was implemented and completed, or

**Where a bidder was appointed as a sub-contractor, the bidder must submit the following documents:**

*i) The appointment letter issued to the bidder by the main contractor;*

*ii) The completion certificate issued to the bidder by the main contractor;*

*iii) The appointment letter of the main contractor issued by the employer/client; and*

*iv) The completion certificate of the main contractor issued by the employer/client.*





Failure to comply with the above requirements will result in disqualification of the bid. The ECPTA reserves the right to verify the submitted experience with both the main contractor and the employer/client.

Bidders must note that Appointment letters, Purchase Orders and Sub-contracting Agreements without Completion certificates will not be accepted as evidence of company experience.
ECPTA reserves the right to verify the authenticity of the evidence submitted. Should the evidence submitted be found to be misrepresented, the bidder would be disqualified and reported to the National Treasury Database of restricted service providers.

(ii) **Methodology**

The bidder shall submit a project proposal highlighting the methodology to be used in the project. The proposal submitted must demonstrate the bidder's level of understanding of the project scope and should include the following sections.

- Preliminary program
- Cash-flow projections

Bidders must take note of the following factors which will be used in evaluating responsiveness of submissions.

- The Preliminary Programme submitted must include the full scope of works as described in the work specification and schedule of quantities. It should highlight all the planned activities, the sequence of executing the works and the completion timeframes of the activities.
- The logic of the sequencing of construction activities and correlation with the cash flow shall be considered together with practicality of the completion timeframes provided for the respective activities.

(iv) **Team Capability:**

Bidders must submit CV's and valid copies of professional registrations and qualifications (where applicable) for the following team members. Failure to submit both the CV and valid copies of qualifications/certificates/ proof of professional registration will result in immediate rejection of the bid.

**Table 1: Team Capability**

| Resources | Qualifications | No of years' Experience |
|---|---|---|
| **Contracts Manager** | National Diploma – Built Environment: Civil Engineering/ Construction Management (Building Science) or equivalent | Minimum 8 years |





| | | |
|---|---|---|
| **Site Foreman** | N/A | Minimum 8 years |
| **Occupational Health and Safety Representative** | Valid registration with SACPCMP as a Construction Health and Safety Officer | Minimum 3 year's |

b) That the materials comply with the following standards:

i. SANS 457: CCA H4 Treated Poles
ii. SANS 675 and SANS 10244: Wire Standards
iii. SANS 673: Preservative Chemical
iv. SANS 1288 - Table 1: Hazard Classification

NB: The confirmation letter must be on the official letterhead of the manufacturer or supplier of the materials. Letters submitted on the bidder's own letterhead will not be accepted and will not be considered for evaluation purposes.

**Failure to submit any of the required evidence or to comply with any of the stated requirements will result in the disqualification of the bid.**

**Stage 3: Price and Specific Goals**

**Table 3: Price Evaluation**

| Criteria | Points |
|---|---|
| Price | 80 |
| Specific Goals | 20 |
| **Total** | 100 |

Price and specific goals points will be calculated as described in the Preferential Procurement Regulations of 2022. SBD 6.1 form must be used to claim points for specific goals for the company. A copy of CSD report, Medical Certificate and Proof of Address must be submitted as proof of specific goals. When the above documentation is not provided as proof the company will automatically score zero points for specific goals.

**Stage 4: Risk Assessment**

In addition to the evaluation of responsiveness, a risk assessment will be conducted on the highest-ranked tenderers to determine whether any factors exist that may present an unacceptable commercial risk to the employer, including but not limited to the following:

i. Unduly high or unduly low tendered rates or amounts contained in the Tender Offer. In this regard, a financial risk analysis will be undertaken to assess whether the rates entered in the Bill of Quantities are reasonable, balanced, and market related. Bids may be disqualified where tendered rates are found to be distorted, unbalanced, or unrealistic. This assessment shall also

include items priced as “Rate Only”;

ii. Confirmation of the quality of work previously delivered by the tenderer, based on verification of references and past project performance from previous clients or employers.

The tenderer’s capacity and ability to successfully deliver and complete the contract within the required scope, quality, and timeframe

**Important:**

- **Failure to submit a fully completed and signed bid document such as Bill of Quantities, Compliance documentation will result in the bid not being further considered.**
- **Gross calculation errors, and omissions in the Bill of Quantities, will render the bid non-responsive.**
- **Gross under and overpricing will also render the bid as non-responsive.**

**BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:**

i. Bidders may submit bids for both fencing projects currently advertised by ECPTA; however, no bidder will be awarded more than one project. In the event that a bidder scores the highest points on more than one bid, the bidder will be required to select only one project for award. The remaining bid(s) not selected by the bidder will be deemed non-responsive. This measure is intended to unbundle the projects, promote broader participation, and mitigate delivery risk.

ii. The nature of the project is labour intensive therefore Bidders are required to make use of local labour for unskilled labour. The employment of local labour should be line with EPWP guidelines including targeted demographics.

iii. The ECPTA reserves the right to negotiate pricing with the successful bidder or any bidder eligible for award.

iv. Service providers who are currently engaged on ECPTA projects and have not achieved at least 70% completion of their existing contracts at the time of bid closure will be disqualified from further evaluation.

v. The Eastern Cape Parks & Tourism Agency Supply Chain Management Policy will apply.

vi. Bidders must be registered with the National Treasury Central Supplier Database (CSD) and provide a copy of CSD full report for the month of bid closing.

vii. Eastern Cape Parks & Tourism Agency does not bind itself to accept the highest bid or any other bid and reserves the right to accept the whole or part of the bid.

viii. Bids which are late, incomplete, unsigned, or submitted by facsimile or electronically, will not be accepted.

ix. Bids submitted are to hold good for a period of 84 calendar days

| | |
|---|---|
| | x. A General Conditions of Contract for Construction Works 3rd Edition 2015 will be signed with the appointed Service provider.<br>xi. ECPTA reserves the right to terminate the contract if not satisfied with the work produced by the service provider. Only bidders that have met the requirements of the proposal / specification shall be considered during the adjudication process.<br>xii. Companies that bid as joint venture must submit an official signed business agreement by both parties. If the service provider does not meet this requirement, it will be automatically disqualified.<br>xiii. The ECPTA Bid Committee and the Supply Chain Management Unit may, before a bid is adjudicated or at any time during the bidding process, oblige a bidder to substantiate any claims it may have made in its bid documents.<br>xiv. No bids will be considered if the bidder did not fully complete and sign all the relevant pages.<br>xv. The ECPTA reserves the right to request any additional information for the purpose of evaluation and adjudication of this bid. Such requests shall be made solely for the discretion of the ECPTA. |
| C.3.13. | **Tender offers will only be accepted if:**<br>a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/ ) unless it is a foreign supplier with no local registered entity<br>b) the tenderer is in good standing with SARS according to the Central Supplier Database. Bidders must submit a CSD report. or tax status compliance pin.<br>c) the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard as per contract data.<br>d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation.<br>e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.<br>f) the tenderer has not:<br>i) abused the Employer's Supply Chain Management System; or<br>ii) failed to perform on any previous contract and has been given written notice to this effect.<br>g) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.<br>h) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the |

employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract.

i) Bids which are late, incomplete, unsigned or submitted by facsimile or electronically will not be accepted.

j) The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer.

k) The tenderer undertakes to maximize the sourcing of building material or infrastructure input material from Eastern Cape based suppliers or manufacturers.

l) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.

m) A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorized official can sign the bid.

n) Prospective bidders must register on CSD prior submitting bids (open tenders). Any prospective bidder found to have Tax matters not in order with SARS (verified through CSD) during the evaluation process (after being given an opportunity to rectify tax matters) will be eliminated and not be considered further in the process. Preferred bidder/s will be afforded an opportunity to rectify their tax affairs within 7 days. A bidder that fails to rectify its tax matters with SARS will be eliminated.

o) **NOTE:** The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in bidder's tender submission. **If the Form of Offer and Acceptance have no value or figure, the bidder will be regarded as having made no offer.**

p) The ECPTA reserves the right not to award the bid to the most favorable tenderer, if any of the situations occur: if it is not assisting in the advancement of designated groups; risk profile of the favorable firm is too high; the bidder has been awarded a considerable number of projects by the entity or provincial government; has performed unsatisfactorily in the past, etc.

q) Documents required for the specific goals: Specific Goals are not applicable in this bid

Price and specific goals points will be calculated as described in the Preferential Procurement Regulations of 2022. SBD 6.1 form must be used to claim points for specific goals for the company. A copy of CSD report, Medical Certificate and Proof of Address must be submitted as proof of specific goals. When the above documentation is not provided as proof the company will automatically score zero points for specific goals.

**Specific Goals**

| Specific Goals Category | Weighting (of 20 Points) | Number of points | Acceptable evidence |
|---|---|---|---|
| >51% Youth Ownership<br>10-50% Youth Ownership<br><10% Youth Ownership | 25% | 5<br>2.5<br>0 | • CSD Report<br>• CIPRO Certificate (Copies) |

| | | | | |
|---|---|---|---|---|
| | Local Production and Content | 20% | 4 | • DTI Local Content Declaration Form (SBD 6.2) and<br>• DTI Local Content Declaration Form<br>• (Annexure C) |
| | Locality (Enterprises located in the Eastern Cape Province)<br><br>Enterprises located outside of the Eastern Cape Province | 15% | 3<br><br>0 | • Municipal Account, Or<br>• Ward Councillor Confirmation letter, or Statement of Account |
| | >51% Historically Disadvantaged Individuals Ownership (South African citizen - who, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993))<br>10-50% HDI Ownership<br><10% HDI Ownership | 15% | 3<br><br>1.5<br><br>0 | • CSD Report<br>• CIPRO Certificate<br>• ID Copies |
| | >51% Women Ownership<br>10-50% Women Ownership<br><10% Women Ownership | 15% | 3<br>1.5<br>0 | • CSD Report<br>• CIPRO Certificate<br>• ID Copies |
| | >51% Disability Ownership<br>10-50% Disability Ownership<br><10% Disability Ownership | 10% | 2<br>1<br>0 | • Medical Certificate |
| | **TOTAL** | 100% | 20 | |
| C.3.17. | The number of paper copies of the signed contract to be provided by the employer is one. | | | |





# T1.3 STANDARD CONDITIONS OF TENDER

CIDB STANDARD CONDITIONS OF TENDER (August 2019 edition) As published in Annex C of the Construction Industry Development Board's (CIDB) Standard for Uniformity in Engineering and Construction Works Contracts as published in Board Notice 423 of 2019 in Government Gazette No. 42622 of 08 August 2019.

** Note that should there be any discrepancies between this reproduction and the original document, the contents of the original document will prevail.*

## C.1 GENERAL

### C.1.1 Actions

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

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

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

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

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





**C.1.2 Tender Documents**

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

**C.1.3 Interpretation**

C1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

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

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

a) **conflict of interest** means any situation in which:

i) Someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially.

ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

b) **Comparative offer** means the price after the factors of a non-firm price and all unconditional discounts can be utilized to have been taken into consideration.

c) **corrupt practice** means the offering, giving, receiving, or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process.

d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

**C.1.4 Communication and Employer's Agent**

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

**C.1.5 Cancellation and Re-Invitation of Tenders**

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





a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;

b) funds are no longer available to cover the total envisaged expenditure; or

c) No acceptable tenders are received.

d) There is a material irregularity in the tender process.

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

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

**C.1.6 Procurement Procedures**

C.1.6.1 General Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

**C.1.6.2 Competitive Negotiation Procedure**

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

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

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

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





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

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

## C.2 TENDERER'S OBLIGATIONS

### C.2.1 Eligibility

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

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

### C.2.2 Cost of Tendering

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

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





**C.2.3 Check documents**

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

**C.2.4 Confidentiality and copyright of documents**

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

**C.2.5 Reference documents**

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

**C.2.6 Acknowledge Addenda**

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

**C.2.7 Clarification meeting**

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

**C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

**C.2.9 Insurance**

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

**C.2.10 Pricing the Tender Offer**

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

C.10.2 Show VAT is payable by the employer separately as an addition to the tendered total of the prices.





C.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

**C.2.11 Alterations to documents**

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

**C.2.12 Alternative tender offers**

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

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

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

**C.2.13 Submitting a Tender Offer**

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

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

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

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

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the





employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

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

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

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

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

**C.2.15 Closing time**

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

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

**C.2.16 Tender offer validity**

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

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

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer’s agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity





period stated in C.2.16 lapses before the employer evaluates tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

**C.2.17 Clarification of tender offer after submission**

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

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

**C.2.18 Provide other material**

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tender’s commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer’s request, the employer may regard the tender offer as non-responsive.

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

**C.2.19 Inspections, Tests and Analysis**

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

**C.2.20 Submit securities, bonds and policies**

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

**C.2.21 Check final draft**

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





**C.2.22 Return of other tender documents**

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

**C.2.23 Certificates**

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

**C.3 THE EMPLOYER'S UNDERTAKINGS**

**C.3.1 Respond to requests from the tenderer**

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

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

a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements.

b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or

c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

**C.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result, a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

**C.3.3 Return late tender offers**

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

**C.3.4 Opening of tender submissions**

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated





in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

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

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

**C.3.5 Two-envelope system**

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

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

**C.3.6 Non-disclosure**

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

**C.3.7 Grounds for rejection and disqualification**

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

**C.3.8 Test for responsiveness**

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received: a) complies with the requirements of these Conditions of Tender, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents.

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





a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,

b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

**C.3.9 Arithmetical errors, omissions and discrepancies**

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

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

a) the gross misplacement of the decimal point in any unit rate;

b) omissions made in completing the pricing schedule or bills of quantities; or

c) arithmetic errors in:

i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or

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

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

a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.

b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

**C.3.10 Clarification of a tender offer**





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

### C.3.11 Evaluation of tender offers

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

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

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

The activities associated with evaluating tender offers are as follows:

a) Open and record tender offers received

b) Determine whether or not tender offers are complete

c) Determine whether or not tender offers are responsive

d) Evaluate tender offers

e) Determine if there are any grounds for disqualification





f) Determine acceptability of preferred tenderer

g) Prepare a tender evaluation report

h) Confirm the recommendation contained in the tender evaluation report

**C.3.11.1 General**

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

**C.3.12 Insurance provided by the employer**

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

**C.3.13 Acceptance of Tender offer**

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

a) is not under restrictions, or has principals who are under restrictions, preventing participation in the employer's procurement;

b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;

c) has the legal capacity to enter into the contract;

d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;

e) complies with the legal requirements, if any, stated in the tender data; and

f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**C.3.14 Prepare contract documents**

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





a) addenda issued during the tender period,

b) inclusion of some of the returnable documents and;

c) other revisions agreed between the employer and the successful tenderer.

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

**C.3.15 Complete adjudicator's contract**

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

**C.3.16 Registration of the award**

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

**C.3.17 Provide copies of the contracts**

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

**C.3.18 Provide written reasons for actions taken**

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

The conditions of tender are the standard conditions of tender as contained in Annexure C of the CIDB STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION WORKS CONTRACTS as per Government Notice No. 423 published in Government Gazette No. 42622 of 08 AUGUST 2019 and as amended from time to time. (see www.cidb.org.za). https://www.cidb.org.za/wp-content/uploads/2021/07/Standard-for-Uniformity-August-2019.pdf





# PART T2 - RETURNABLE DOCUMENTS





## T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

**1 Returnable Schedules required only for tender evaluation purposes**

- Certificate of authority for joint ventures (where applicable)
- Record of Addenda to Tender Documents
- Proposed Amendments and Qualifications
- Schedule of Subcontractors
- Schedule of Plant and Equipment
- Schedule of the Tenderer's Experience
- Schedule of current projects
- Confirmation of Materials
- Curriculum Vitae of key personnel.
- Preliminary Construction Programme.
- Project Cashflow

**2 Other documents required only for tender evaluation purposes**

- Proof of registration on the CSD and copy of active and updated certificate attached.
- Certificate of Contractor Registration issued by the Construction Industry Development Board.
- Compliance documentation (Stage 1 & 2)

**3 Returnable Schedules that will be incorporated into the contract**

- Preferencing Schedule SBD 6.1

**4 Other documents that will be incorporated into the contract**

- Declaration of validity of information.
- Bidder's Disclosure - SBD 4.
- Standard Bidding Document – SBD 6.1: Preference Points Claim Form
- Standard Bid Document – Local Content Production (SBD 6.2)
- SDB 6.2 Annexure C
- POPI – Consent Form
- Certificate of tenderer's visit to site.
- Tenderer's financial standing.
- Surety and Bank details.
- Form of intent to provide a Performance Guarantee.
- Key personnel for project.
- Alteration by tenderer.
- Contractor's Health and Safety declaration.
- Contractor's Health and Safety Plan.

**5 C1.1 Form of Offer and Acceptance**

**6 C1.2 Contract Data (Part 2)**

**7 C2.2 Bills of quantities**





# CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms. . . . . , Authorized signatory of the company . . . . . , acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

| NAME OF FIRM | ADDRESS | DULY AUTHORISED SIGNATORY |
|---|---|---|
| Lead partner | | Signature ……..<br>Name ……<br>Designation …….. |
| | | Signature ……..<br>Name ……<br>Designation …….. |
| | | Signature ……..<br>Name ……<br>Designation …….. |
| | | Signature ……..<br>Name ……<br>Designation …….. |

# RECORD OF ADDENDA TO TENDER DOCUMENTS

The undersigned 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 or Details |
|---|---|---|
| **1.** | | |
| **2.** | | |
| **3.** | | |
| **4.** | | |
| **5.** | | |
| **6.** | | |
| **7.** | | |
| **8.** | | |
| **9.** | | |

Signed _____ Date .....

Name _____ Position .....

Tenderer .....





**SUPPLY AND INSTALL 15KM BOUNDARY GAME FENCE AT MPOFU/FORT FORDYCE NATURE RESERVE**
**BID 08/FY/27**

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

The Tenderer's attention is drawn to clause C.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

| Page | Clause or item | Proposal |
|---|---|---|
| | | |

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

**SUPPLY AND INSTALL 15KM BOUNDARY GAME FENCE AT MPOFU/FORT FORDYCE NATURE RESERVE**
**BID 08/FY/27**

# SCHEDULE OF PROPOSED SUBCONTRACTORS

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

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

| | Name and address of proposed Subcontractor | Nature and extent of work | Previous experience with Subcontractor. |
|---|---|---|---|
| **1.** | | | |
| **2.** | | | |
| **3.** | | | |
| **4.** | | | |
| **5.** | | | |

Signed _____ Date .....

Name _____ Position .....

Tenderer .....





# 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.

| 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.

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

Attach additional pages if more space is required.

Signed ..... Date _____

Name ..... Position _____

Tenderer .....





# SCHEDULE OF THE TENDERER'S EXPERIENCE

The following is a statement of similar work in respect of this tender successfully executed by myself / ourselves during the past three (3) years:

| Employer, contact person and telephone number. | Description of contract | Value of work inclusive of VAT (Rand) | Date contract started | Date contract completed (Date on Completion Certificate |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Signed ..... Date .....

Name ..... Position .....

Tenderer .....





**SUPPLY AND INSTALL 15KM BOUNDARY GAME FENCE AT MPOFU/FORT FORDYCE NATURE RESERVE**
**BID 08/FY/27**

# SCHEDULE OF CURRENT PROJECTS

Tenderers must submit a max one-page description of all projects under construction/ on hold/ just handed over/ towards completion (if they exist). **Attach an Appointment letter for each of the project provided.**

The description of each project must include the following information:

1. Essential introductory information:
   - 1.1. Name of project.
   - 1.2. Name of client.
   - 1.3. Contact details of client.
   - 1.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
   - 1.5. The period during which the project was performed, and also, if this is different, the period during which the tenderer's team members were contracted.
   - 1.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

| NO. | NAME OF PROJECT. | NAME OF CLIENT. | CONTACT DETAILS OF CLIENT. | PROJECT VALUE | STAGE OF PROJECT |
|---|---|---|---|---|---|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |

***Attach a separate page to address this issue (the above table is just for reference purposes).***

**The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.**

S Signed ..... Date .....

Name ..... Position .....

Tenderer .....





## CONTRACTORS CERTIFICATE OF REGISTRATION ON CSD

***[The tenderer shall submit the Contractor's Certificate of Registration on the CSD. Failure to submit the certificate with the tender document will lead to the conclusion that the tenderer is not registered on the National Treasury Central Suppliers Database and therefore not eligible to tender].***

# (ATTACH HERE)





# CONTRACTORS CERTIFICATE OF REGISTRATION WITH CIDB

***[The tenderer shall submit the Contractor's Certificate of Registration with CIDB. Failure to submit the certificate with the tender document will lead to the conclusion that the tenderer is not registered with the CIDB and therefore not eligible to tender].***

# (ATTACH HERE)





**SBD4**

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

| **Full Name** | **Identity Number** | **Name of organ of state** |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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

2.3.1 If so, furnish particulars:

……
……
……





2.4 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**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

| **Supplier registration number (MAAA)** | **Status (active/inactive/deleted)** |
|---|---|
| | |
| | |
| | |
| | |
| | |

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

## 3 GENERAL DECLARATION

I, ……....., the undersigned, 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 to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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.

3.5 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.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide

clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

…… ……
Signature Date

…… ……...
Designation Name of bidder

**SBD 6.1**

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

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. GENERAL CONDITIONS

1.1 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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

**1.2 To be completed by the organ of state**

a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 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.

**1.4 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** |

1.5 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.

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

## 2. 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 bid 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; and

(e) **"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 PREFERENCE POINT SYSTEMS

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

**80/20**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration





Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

**80/20**

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

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in 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.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

***The 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) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|---|
| >51% Youth Ownership<br>10-50% Youth Ownership<br><10% Youth Ownership | 5<br>2.5<br>0 | |
| Local Production and Content | 4 | |
| Locality (Enterprises located in the Eastern Cape Province)<br><br>Enterprise located outside the Eastern Cape | 3<br><br>0 | |
| >51% Historically Disadvantaged Individuals Ownership<br>(South African citizen - who, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993))<br><br>10-50% HDI Ownership<br><10% HDI Ownership | 3<br><br>1.5<br><br>0 | |
| >51% Women Ownership<br>10-50% Women Ownership<br><10% Women Ownership | 3<br><br>1.5<br><br>0 | |
| >51% Disability Ownership<br>10-50% Disability Ownership<br><10% Disability Ownership | 2<br>1<br>0 | |
| **Total** | **20** | |

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. 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]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

.....

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME**: .....

**DATE:** .....

**ADDRESS**: .....

**SBD 6.2**

## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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

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

1. General Conditions

1.1. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.2. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = 1 - \left(\frac{x}{y}\right) \times 100$$

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

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





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

| DESCRIPTION | STIPULATED MINIMUM THRESHOLD |
|---|---|
| Cement | 100% |
| 10 – 12mm cable | 100% |
| Fully galvanized anchor wire 4mm (500m/50 kg roll) | 100% |
| Fully galvanized binding wire 2.0 mm (2100m/50 kg roll) binding wire | 100% |
| Fully galvanized Hex net 1200x75x1.8 mm (50m/roll) | 100% |
| Fully galvanized anchor wire 4mm (500m/50 kg roll) | 100% |
| Fully galvanized high strain wire 2.24 mm high (1650m/50 kg roll) for inland) | 100% |
| Steel Poles | 100% |

***See annexure C for breakdown of components***

3. Does any portion of the services, works or goods offered.

have any imported content? **YES / NO**

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on **www.reservebank.co.za.**

Indicate the rate(s) of exchange against the appropriate currency in the table below: (refer to Annex A of SATS 1286:2011)

| Currency | Rates of exchange |
|---|---|
| US Dollar | |
| Pound Sterling | |
| Euro | |
| Yen | |
| Other | |

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the DTI must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.





## LOCAL CONTENT DECLARATION
**(REFER TO ANNEX B OF SATS 1286:2011**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID No.** .....
**ISSUED BY**: (Procurement Authority / Name of Institution): .....

NB

1. The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
2. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on (http://www.dti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and the consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C,D and E with the actual values for the duration of the contract.

I, the undersigned…… (full names),
do hereby declare, in my capacity as …… ……..
of .....(name of bidder entity),
the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

i. the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

| | |
|---|---|
| Bid price, excluding VAT (y) | R |
| Imported content (x) as calculated in Terms of SATS 1286:2011 | R |
| Stipulated minimum threshold for Local content (paragraph 3 above) | |
| Local content % , as calculated in terms of SATS 1286:2011 | |

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**





**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E**

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** _____ **DATE:** _____

**WITNESS No. 1** _____ **DATE:** _____

**WITNESS No. 2** _____ **DATE:** _____





# Annex C

## Local Content Declaration - Summary Schedule

| | |
|---|---|
| **Bid No:** | **08/FY/27** |
| **Bid description:** | **SUPPLY AND INSTALL 15KM BOUNDRY GAME FENCE AT MPOFU/FORT FORDYCE NATURE RESERVE** |
| **Designated product(s)** | |
| **Tender Authority:** | |
| **Bid Entity name:** | |
| **Bid Exchange Rate:** | EU GBP |
| **Specified local content %** | |

**Note:** VAT to be excluded from all calculations

| | | Calculation of local content | | | | | | Bid summary | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Bid item no's** | **List of items** | **Bid price - each (excl VAT)** | **Exempted imported value** | **Bid value- net of exempted imported content** | **Imported value** | **Local value** | **Local content % (per item)** | **Bid Qty** | **Total Bid value** | **Total exempted imported content** | **Total Imported content** |
| *1* | Cement | | | | | | *100%* | | | | |
| 2 | 10 – 12mm cable | | | | | | 100% | | | | |
| 3 | Fully galvanized anchor wire 4mm (500m/50 kg roll) | | | | | | 100% | | | | |
| 4 | Fully galvanized binding wire 2.0 mm (2100m/50 kg roll) binding wire | | | | | | 100% | | | | |
| 5 | Fully galvanized Hex net 1200x75x1.8 mm (50m/roll) | | | | | | 100% | | | | |
| 6 | Fully galvanized anchor wire 4mm (500m/50 kg roll) | | | | | | 100% | | | | |
| 7 | Fully galvanized high strain wire 2.24 mm high (1650m/50 kg roll) for inland) | | | | | | 100% | | | | |
| 8 | Steel Poles | | | | | | 100% | | | | |

| | | |
|---|---|---|
| | **Total Imported content** | **R** |
| | **Total local content** | **R** |
| | **Average local content % of tender** | **%** |

Date:



# POPI - CONSENT FORM

| | |
|---|---|
| **Contractor/Service Provider/Supplier:** | |
| **Bid No.:** | |
| **Project Description:** | |
| **Duration of Contract:** | |
| **Contract Value:** | |

**CONSENT TO PROCESS PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT, NO. 4 OF 2013 (POPIA)**

The purpose of the POPIA is to protect personal information of individuals and businesses and to give effect to their right of privacy as provided for in the Constitution. By signing this form, you consent to your personal information to be processed by the DEPARTMENT OF AGRICULTURE (DRDAR) and consent is effective immediately and will remain effective until such consent is withdrawn.

1. I …… a natural person “herein referred to as the Data Subject” with ID No…… hereby give my consent to the DRDAR “herein referred to as the Responsible Party” to collect, process and distribute my personal information where DRDAR is legally required to do so.

2. I understand my right to privacy and the right to have my personal information processed in accordance with the conditions for the lawful processing of personal information.

3. I understand the purposes for which my personal information is required and for which it will be used and consent to third parties accessing my personal information and to DRDAR sharing my personal information strictly for reporting purposes.

4. I understand that, should I refuse to provide DRDAR with the required consent and/ or information, the DRDAR will be unable to assist me.

5. I declare that all my personal information supplied to DRDAR is accurate, up to date, not misleading and that it is complete in all respects and will be held and/ or stored securely for the purpose for which it was collected and that I will immediately advise DRDAR of any changes to my Personal Information should any of these details change.



6. I also understand that I have the right to request that my personal information be corrected or deleted, if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, or obtained unlawfully or that the personal information or record be destroyed or deleted if the responsible party is no longer authorized to retain it.

Signed ..... Date .....

Name ..... Position .....

Tenderer _____





**SUPPLY AND INSTALL 15KM BOUNDARY GAME FENCE AT MPOFU/FORT FORDYCE NATURE RESERVE**
**BID 08/FY/27**

# CERTIFICATE OF TENDERER'S VISIT TO SITE

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

representative of (tenderer) .....

.....

.....

of (address) .....

.....

.....

.....

Telephone number: .....

Fax number: .....

in the company of (Engineer's representative) .....

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

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

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

(Name).....

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

***The ECPTA (Client) will make use of the Briefing attendance register as confirmation of the bidder's attendance. A copy of the briefing attendance register may be obtained from the client.***





# FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

**[The tenderer must provide a letter from the bank or institution. with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so].**





# KEY PERSONNEL

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local municipality if such personnel are not available locally.

The tenderer shall list below the personnel, which he intends to utilise on the Works, including key personnel, which may have to be brought in from outside if not available locally. Copies of qualifications and certifications where applicable must be submitted with the bid.

| EMPLOYEE SKILLS | NUMBER OF PERSONS | | | |
|---|---|---|---|---|
| | KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION | KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY | UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY | YEARS EXPERIENCE |
| Contracts Manager | | | | |
| Foreman | | | | |
| Fulltime Occupational Health and Safety Officer | | | | |
| Other | | | | |
| Other | | | | |

Signed ---------- Date ----------

Name ---------- Position ----------

Tenderer _____





# CURRICULUM VITAE OF KEY PERSONNEL

| **DIRECTOR** | |
|---|---|
| **Name:** | **Date of birth:** |
| **Profession :** | **Nationality :** |
| **Qualifications :** | |
| **Professional Registration Number:** | |
| **Name of Employer (firm):** | |
| **Current position:** | **No of Years' Experience:** |
| **Employment Record:** | |
| **Experience Record Pertinent to Required service:** | |

**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes my qualifications, my experience and me.

Signed ---------- Date ----------

Name ---------- Position ----------

Tenderer _____





**SUPPLY AND INSTALL 15KM BOUNDARY GAME FENCE AT MPOFU/FORT FORDYCE NATURE RESERVE**
**BID 08/FY/27**

| **CONTRACTS MANAGER/SITE AGENT** | |
|---|---|
| **Name:** | **Date of birth:** |
| **Profession :** | **Nationality :** |
| **Qualifications :** | |
| **Professional Registration Number:** | |
| **Name of Employer (firm):** | |
| **Current position:** | **No of Years' Experience:** |
| **Employment Record:** | |
| **Experience Record Pertinent to Required service:** | |

**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes my qualifications, my experience and me.

Signed ---------- Date ----------

Name ---------- Position ----------

Tenderer _____





**SUPPLY AND INSTALL 15KM BOUNDARY GAME FENCE AT MPOFU/FORT FORDYCE NATURE RESERVE**
**BID 08/FY/27**

| **FOREMAN** | |
|---|---|
| **Name:** | **Date of birth:** |
| **Profession :** | Nationality : |
| **Qualifications :** | |
| **Professional Registration Number:** | |
| **Name of Employer (firm):** | |
| **Current position:** | **No of Years' Experience:** |
| **Employment Record:** | |
| **Experience Record Pertinent to Required service:** | |

**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes my qualifications, my experience and me.

Signed ---------- Date ----------

Name ---------- Position ----------

Tenderer _____

| **FULL TIME OHS OFFICER** | |
|---|---|
| **Name:** | **Date of birth:** |
| **Profession :** | **Nationality :** |
| **Qualifications :** | |
| **Professional Registration Number:** | |
| **Name of Employer (firm):** | |
| **Current position:** | **No of Years' Experience:** |
| **Employment Record:** | |
| **Experience Record Pertinent to Required service:** | |

**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes my qualifications, my experience and me.

Signed ---------- Date ----------

Name ---------- Position ----------

Tenderer _____





# PRELIMINARY CONSTRUCTION PROGRAM

The tenderer shall submit a preliminary program reflecting the proposed sequence and duration of the various activities comprising the work for this Contract to include the projected cash flow for each activity. The program shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his tender.

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

| Schedule | Abbreviated description | Days per action | Cumulative project construction days |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| 11 | | | |
| 12 | | | |

PROPOSED CONSTRUCTION PERIOD _____ WEEKS

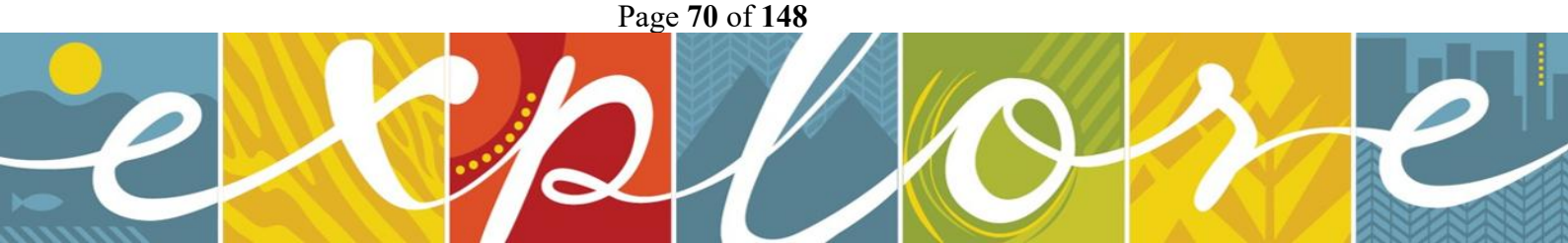
Signed ---------- Date ----------

Name ---------- Position ----------

Tenderer _____

# ATTACH PROJECT CASHFLOW





# ATTACH CONFIRMATION OF PLANT AND EQUIPMENT

Bidders must submit proof of availability of plant and equipment listed in the table below. Failure to comply with any of the evidence required will result in immediate rejection of the bid.





# ATTACH CONFIRMATION OF AVAILABILITY OF MATERIAL

Bidders must submit a letter from the manufacturer or supplier confirming the following:

a) That the required materials will be available and ready for delivery within 60 days from the date of order and,

b) The required materials comply with SANS standards.





# BASELINE RISK ASSESSMENT

| | |
|---|---|
| **PROJECT TITLE** | **SUPPLY AND INSTALL 15KM BOUNDARY GAME FENCE AT MPOFU/FORT FORDYCE NATURE RESERVE** |
| **BID NUMBER** | **08/FY/27** |
| ***PLEASE NOTE THAT THIS IS A BASELINE RISK ASSESSMENT AND NOT A DETAILED RISK ASSESSMENT OF ALL ANTICIPATED ACTIVITIES ON SITE*** | |

| ***Activity*** | ***Risk to Safety*** | ***Risk to Health*** | ***Risk to Environmental*** | ***Risk to Public Safety*** | ***Control Measures*** |
|---|---|---|---|---|---|
| *Working at height of 2-9m* | *Medium* | *Low* | *N.A.* | *Low* | *Make use of appropriate scaffolding and ladders.* |
| *Working in single story roof* | *Medium* | *Low* | *N.A.* | *Low* | *Make use of appropriate safety gear.* |
| *Excavations of up to 1.5m* | *Medium* | *Low* | *N.A.* | *Medium* | *Barricade excavation areas.* |
| *Movement of machinery and vehicles on site* | *Low* | *Low* | *N.A.* | *Medium* | *Fence site, and put access control measures in place.* |

***You can list all activities on a separate page to address this issue (the above table is just for reference purposes).***

Signed ---------- Date ----------

Name ---------- Position ----------

Tenderer _____





# ALTERATIONS BY TENDERER

Should the tenderer desire to make any departure or modification to the General Conditions of Contract, Special Conditions of Contract, Specifications, Schedule of Quantities or Drawings, or to qualify his tender in any way, he shall set out his proposals clearly hereunder, or alternatively, state them in a covering letter attached to his tender and referred to hereunder, failing which the tender will be deemed to be unqualified.

| PAGE | CLAUSE OR ITEM | DESCRIPTION |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Signed ..... Date .....

Name ..... Position .....

Tenderer _____





# CONTRACTORS HEALTH AND SAFETY DECLARATION

In terms of Clause 5(1)(h) of the OHSA 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2014.
To that effect a person duly authorised by the tenderer must complete and sign the declaration hereafter in detail.

**Declaration by Tenderer**

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby confirm that adequate provision has been made in my tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, including the cost of the specific items listed in the tables hereafter.

   ***(Tables to be completed by tenderer)***

**TABLE 1: COST OF SAFETY PERSONNEL**

| PERSONNEL | COSTS AS ALLOWED IN TENDER | NOMINATED PERSON/S |
|---|---|---|
| **Construction Supervisor** | | |
| **Construction Safety Officer** | | |
| **Health and Safety** | | |
| **Health and Safety Committee** | | |

**TABLE 2: COST OF SAFETY EQUIPMENT**

| EQUIPMENT | STATE YES or NO | COST ALLOWED FOR IN TENDER |
|---|---|---|
| **Hard hats** | | |
| **Safety boots** | | |
| **Add items as per risk assessment:** | | |
| | | |
| | | |

4. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1)(a) of the Construction Regulations, which plan shall be subject to approval by the Employer.

5. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.





6. I hereby confirm that; I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.

7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014 and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

Signed ..... Date .....

Name ..... Position .....

Tenderer _____





# EVALUATION SCHEDULE– PROJECT REFERENCE FORMS – 1

**NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.**

| | |
|---|---|
| **Name of Client/Department** | |
| **Tender Number** | |
| **Tender Description** | |
| **Name of Bidder (tenderer)** | |
| **Value of project** | **R** |
| **Commencement Date** | |
| **Contractual Completion Date** | |
| **Bidder's Completion Date** | |

**1.2 Please score the performance of the above-mentioned company by ticking the relevant box**

| **Performance Rating** | | | **Comments (Attach additional sheets if necessary)** |
|---|---|---|---|
| Work performed in compliance with contract terms. | Excellent | 5 | |
| | Good | 4 | |
| | Fair | 3 | |
| | Poor | 2 | |
| | Very Poor | 1 | |
| Materials, supplies and equipment provided as required? | Excellent | 5 | |
| | Good | 4 | |
| | Fair | 3 | |
| | Poor | 2 | |
| | Very Poor | 1 | |
| Have timelines been met? | Excellent | 5 | |
| | Good | 4 | |
| | Fair | 3 | |
| | Poor | 2 | |
| | Very Poor | 1 | |
| Financial Capacity | Excellent | 5 | |
| | Good | 4 | |
| | Fair | 3 | |
| | Poor | 2 | |

**SUPPLY AND INSTALL 15KM BOUNDARY GAME FENCE AT MPOFU/FORT FORDYCE NATURE RESERVE**
**BID 08/FY/27**

| **Performance Rating** | | | **Comments (Attach additional sheets if necessary)** |
|---|---|---|---|
| | Very Poor | 1 | |
| Quality of work | Excellent | 5 | |
| | Good | 4 | |
| | Fair | 3 | |
| | Poor | 2 | |
| | Very Poor | 1 | |
| Communication and accessibility | Excellent | 5 | |
| | Good | 4 | |
| | Fair | 3 | |
| | Poor | 2 | |
| | Very Poor | 1 | |
| Would you recommend using this service provider in future? | Yes | No | If no, provide reasons: |

**OVERALL PERFORMANCE**

| Excellent | | Good | | Fair | | Poor | | Very Poor | |
|---|---|---|---|---|---|---|---|---|---|

**CLIENT / DEPARTMENT:**

| | |
|---|---|
| Name of Evaluator/ Project Manager | |
| Designation: | |
| Signature: | |
| Date: | |

Official Stamp:

# PROJECT REFERENCE FORM – 2

**NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.**

| | |
|---|---|
| **Name of Client/Department** | |
| **Tender Number** | |
| **Tender Description** | |
| **Name of Bidder (tenderer)** | |
| **Value of project** | **R** |
| **Commencement Date** | |
| **Contractual Completion Date** | |
| **Bidder's Completion Date** | |

**1.2 Please score the performance of the above-mentioned company by ticking the relevant box**

| **Performance Rating** | | | **Comments (Attach additional sheets if necessary)** |
|---|---|---|---|
| Work performed in compliance with contract terms. | Excellent | 5 | |
| | Good | 4 | |
| | Fair | 3 | |
| | Poor | 2 | |
| | Very Poor | 1 | |
| Materials, supplies and equipment provided as required? | Excellent | 5 | |
| | Good | 4 | |
| | Fair | 3 | |
| | Poor | 2 | |
| | Very Poor | 1 | |
| Have timelines been met? | Excellent | 5 | |
| | Good | 4 | |
| | Fair | 3 | |
| | Poor | 2 | |
| | Very Poor | 1 | |
| Financial Capacity | Excellent | 5 | |
| | Good | 4 | |
| | Fair | 3 | |
| | Poor | 2 | |

**SUPPLY AND INSTALL 15KM BOUNDARY GAME FENCE AT MPOFU/FORT FORDYCE NATURE RESERVE**
**BID 08/FY/27**

| Performance Rating | | | Comments (Attach additional sheets if necessary) |
|---|---|---|---|
| | Very Poor | 1 | |
| Quality of work | Excellent | 5 | |
| | Good | 4 | |
| | Fair | 3 | |
| | Poor | 2 | |
| | Very Poor | 1 | |
| Communication and accessibility | Excellent | 5 | |
| | Good | 4 | |
| | Fair | 3 | |
| | Poor | 2 | |
| | Very Poor | 1 | |
| Would you recommend using this service provider in future? | Yes | No | If no, provide reasons: |

**OVERALL PERFORMANCE**

| Excellent | | Good | | Fair | | Poor | | Very Poor | |
|---|---|---|---|---|---|---|---|---|---|

**CLIENT / DEPARTMENT:**

| | |
|---|---|
| Name of Evaluator/ Project Manager | |
| Designation: | |
| Signature: | |
| Date: | |

Official Stamp:

# PROJECT REFERENCE FORM – 3

**NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.**

| | |
|---|---|
| **Name of Client/Department** | |
| **Tender Number** | |
| **Tender Description** | |
| **Name of Bidder (tenderer)** | |
| **Value of project** | **R** |
| **Commencement Date** | |
| **Contractual Completion Date** | |
| **Bidder's Completion Date** | |

**1.2 Please score the performance of the above-mentioned company by ticking the relevant box**

| **Performance Rating** | | | **Comments (Attach additional sheets if necessary)** |
|---|---|---|---|
| Work performed in compliance with contract terms. | Excellent | 5 | |
| | Good | 4 | |
| | Fair | 3 | |
| | Poor | 2 | |
| | Very Poor | 1 | |
| Materials, supplies and equipment provided as required? | Excellent | 5 | |
| | Good | 4 | |
| | Fair | 3 | |
| | Poor | 2 | |
| | Very Poor | 1 | |
| Have timelines been met? | Excellent | 5 | |
| | Good | 4 | |
| | Fair | 3 | |
| | Poor | 2 | |
| | Very Poor | 1 | |
| Financial Capacity | Excellent | 5 | |
| | Good | 4 | |
| | Fair | 3 | |
| | Poor | 2 | |





**SUPPLY AND INSTALL 15KM BOUNDARY GAME FENCE AT MPOFU/FORT FORDYCE NATURE RESERVE**
**BID 08/FY/27**

| Performance Rating | | | Comments (Attach additional sheets if necessary) |
|---|---|---|---|
| | Very Poor | 1 | |
| Quality of work | Excellent | 5 | |
| | Good | 4 | |
| | Fair | 3 | |
| | Poor | 2 | |
| | Very Poor | 1 | |
| Communication and accessibility | Excellent | 5 | |
| | Good | 4 | |
| | Fair | 3 | |
| | Poor | 2 | |
| | Very Poor | 1 | |
| Would you recommend using this service provider in future? | Yes | No | If no, provide reasons: |

**OVERALL PERFORMANCE**

| Excellent | | Good | | Fair | | Poor | | Very Poor | |
|---|---|---|---|---|---|---|---|---|---|

**CLIENT / DEPARTMENT:**

| | |
|---|---|
| Name of Evaluator/ Project Manager | |
| Designation: | |
| Signature: | |
| Date: | |

Official Stamp:





NOTE:

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

Signed _____ Date .....

Name _____ Position .....

Tenderer .....





# THE CONTRACT





# PART C1: AGREEMENT AND CONTRACT DATA





# C 1.1

# Form of Offer and Acceptance





# C1.1 Form of Offer and Acceptance

## Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **BID: 08/FY/27: SUPPLY AND INSTALL 15KM BOUNDARY GAME FENCE AT MPOFU/FORT FORDYCE NATURE RESERVE.** The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

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

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

**IS**……..…….... Rand (in words);

R …….. (in figures) (or other suitable wording)

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

| | | | |
|---|---|---|---|
| Signature(s) | | Date: | |
| Name(s) | | | |
| Capacity: | | | |
| For tenderer:<br>(Name and address) | | | |
| Name & Signature of witness: | | Date: | |

**NOTE:** The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in bidder's tender submission. **If the Form of Offer and Acceptance have no value or figure, the bidder will be regarded as having made no offer.**





## ACCEPTANCE

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

The terms of the contract, are contained in:
Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work

Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

| | | | |
|---|---|---|---|
| Signature(s) | | Date: | |
| Name(s) | | | |
| Capacity: | | | |
| For the employer:<br>(Name and address) | | | |
| Name & Signature of witness: | | Date: | |

# SCHEDULE OF DEVIATIONS

***Notes:***

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

1 Subject _____

Details: _____

2 Subject _____
Details: _____

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

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

| For the Tenderer: | | For the Employer: |
|---|---|---|
| …… | Signature | …… |
| ……... | Name | …… |
| …… | Capacity | …… |
| Name and address of organization: | | Name and address of organization: |
| …… | Witness Signature | …… |
| ……... | Witness Name | …… |
| …… | Date | …… |

## CONFIRMATION OF RECEIPT

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

The ……(day) of …….. (month) 20……(year), at

…….. (place)

For the Contractor:

Signature: …….

Name: …….

Capacity: ……

Signature and name of witness:

Signature: …….

Name: …….

# C 1.2

# Contract Data





## THE CONTRACT C1 (OF 4): CONTRACT DATA

### CONTENTS


| Clause | Description | Colour |
|---|---|---|
| C1.1 | Form of Offer and Acceptance | Yellow |
| C1.2 | Contract Data (Part 1 and 2) | Yellow |
| C1.3 | Form of Guarantee (Pro-forma) | White |
| C1.4 | Adjudication | White |
| C1.5 | Occupational Health & Safety | White |






# PART C1.3: DISPUTE RESOLUTION MECHANISM

# C1.3 CIDB ADJUDICATOR'S AGREEMENT

This agreement is made on the . . . . . day of . . . . . between:. . . . . .

. . . . . (name of company / organization) of . . . . . .

. . . . . (address) and. . . . . .

. . . . . (name of company / organization) of . . . . . .

. . . . . .

(address) (the Parties) and. . . . . (name) of . . . . . .

. . . . . .

. ..... (address) (the Adjudicator).

Disputes or differences may arise/have arisen* between the Parties under a Contract dated . . . . . and known as. . .

. ..... and these disputes or differences

shall be/have been* referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

* Delete as necessary

**IT IS NOW AGREED** as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavor to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

| | | |
|---|---|---|
| SIGNED by: _____ | SIGNED by: _____ | SIGNED by: _____ |
| Name: | Name: | Name: |

who warrants that he / she is duly authorized to sign for and on behalf of the first Party in the presence of the Adjudicator

**Contract Data**

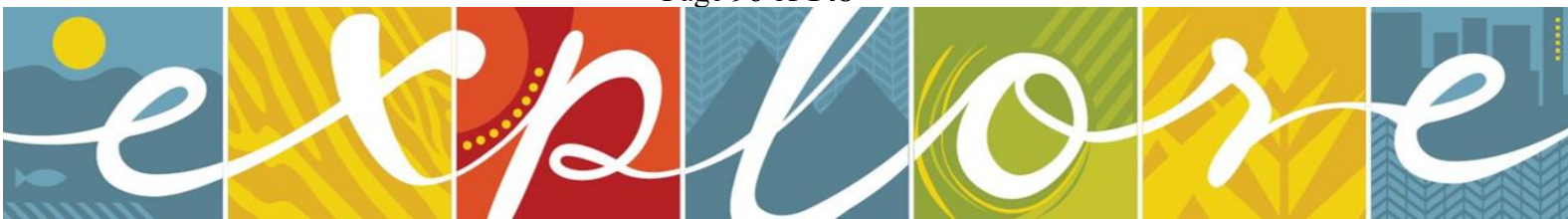
| | |
|---|---|
| 1 | The Adjudicator shall be paid at the hourly rate of R. ……in respect of all time spent upon, or in connection with, the adjudication including time spent travelling. |
| 2 | The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to:<br>(a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs.<br>(b) Telegrams, telex, faxes, and telephone calls.<br>€ Postage and similar delivery charges.<br>(d) Travelling, hotel expenses and other similar disbursements.<br>€ Room charges.<br>(f) Charges for legal or technical advice obtained in accordance with the Procedure. |
| 3 | The Adjudicator shall be paid an appointment fee of R ……This fee shall become payable in equal amounts by each Party within . days of the appointment of the Adjudicator, subject to an Invoice being provided.<br>This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties. |
| 4 | The Adjudicator is/is not* currently registered for VAT. |
| 5 | Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice. |
| 6 | All payments, other than the appointment fee (item 3) shall become due in 30 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding. |





# C.2.Price Data





# C.2.1.Price Instruction

1. The Provisional Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Seven Edition), 2015. Where applicable the:

a) Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardized Specifications for Civil Engineering Works.

2. The agreement is based on the GCC 2015 Agreement, prepared by the Joint Building Contracts Committee, Edition 4.1, March 2005. The additions, deletions and alterations to the GCC Principal Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Provisional Bills of Quantities are recited.
3. It will be assumed that prices included in the Provisional Bills of Quantities are based on Acts, Ordinances, Regulations, Bylaws, International Standards and National Standards that were published 28 days before the closing date for bids. (Refer to www.stanza.org.za or www.iso.org for information on standards).
4. The drawings listed in the Scope of Works used for the setting up of these Provisional Bills of Quantities are kept by the Principal Agent or Engineer and can be viewed at any time during office hours up until the completion of the works.
5. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
6. Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)
7. The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Provisional Bills of Quantities
8. The Provisional Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Provisional Bills of Quantities, is at the Contractor’s risk.





9. The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.
10. Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 10 but taking into account the revised period for completing the works.
11. The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
    - an amount which is not to be varied, namely Fixed (F)
    - an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
    - an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
12. Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:
    - 10 percent is Fixed;
    - 15 percent is Value Related
    - 75 percent is Time Related.
13. The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.





# C.2.2 BILLS OF QUANTITIES

**The priced Provisional Bill of Quantities (BoQ), following hereafter will form an integral part of the "Contract" between the successfully appointed Contractor and the Employer. The Contractor is to note the separate Bills of Quantities for printing, completion and attachment hereto for submission of the bid.**

| INSTALLATION OF 15.3KM BOUNDARY GAME FENCE AT MPOFU NATURE RESERVE | | | | | |
|---|---|---|---|---|---|
| BILL OF QUANTITIES FOR THE SUPPLY AND INSTALL 15.3KM BOUNDARY GAME FENCE AT MPOFU NATURE RESERVE | | | | | |
| | | | | | |
| **ITEM #** | **DESCRIPTION** | **UNIT** | **QTY** | **RATE** | **AMOUNT** |
| | **SECTION A:** | | | | |
| **A.** | **PRELIMINARIES & GENERALS** | | | | |
| **A.1** | **CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS** | | | | |
| **A.2** | **Contractor's general obligations** | | | | |
| | | | | | |
| **A.2.1** | a) Fixed Obligations | Sum | 1 | | |
| **A.2.2** | b) Time-related Obligations | Month | 12 | | |
| | | | | | |
| **A.3** | **General Requirements and Provisions** | | | | |
| | Community Liaison Officer: | | | | |
| **A.3.1** | (a) Community Liaison Officer cost | Month | 12 | | |
| **A.3.2** | (b) Handling cost and charges for Contractor | Sum | 1 | | |
| | | | | | |
| **A.4** | ***Provision of facilities on site*** | | | | |
| A.4.1 | Facilities required by the contractor | Sum | 1 | | |
| A.4.2 | Site establishment, mobilization and demobilization | Sum | 1 | | |
| A.4.3 | Survey and setting out | Sum | 1 | | |
| A.4.4 | Temporal facilities | Sum | 1 | | |
| **A.5** | ***Occupational Health & Safety*** | | | | |
| A.5.1 | All costs & obligations to comply with the OHS Act Construction Regulations | Sum | 1 | | |





| | | | | | |
|---|---|---|---|---|---|
| A.5.2 | Time related obligations to comply with the OHS Act Construction Regulations | Months | 12 | | |
| A.5.3 | Contract signage and protection of works | Sum | 1 | | |
| A.5.4 | Provision for Personal Protective Equipment (PPE) | Sum | 1 | | |
| **A.6** | **Total Carried Forward to Summary** | | | | |
| | **SECTION B:** | | | | |
| **B.** | **PERIMETER FENCE CLEARING & REPAIR** | | | | |
| B.1 | **Clearing of fence alignment for 2m for undesirable vegetation along the fence** | | | | |
| B.1.2 | Removal of vegetation & disposal | m² | 30600 | | |
| B.1.3 | Setting out & surveying for fence alignment | m | 15300 | | |
| **B.2** | **Repairs & Alterations to Existing Fence** | | | | |
| B.2.1 | Dismantling/removal of existing old & damaged fence | Sum | 1 | | |
| | **Total Carried Forward to Summary** | | | | |
| **C.** | **SECTION C: SUPPLY, DELIVERY & CONSTRUCT 7KM GAME FENCE** | | | | |
| **C.1** | **NEW PERIMETER FENCE CONSTRUCTION** | | | | |
| **C.1** | ***NOTES:***<br>*The cost to include supply, delivery and erection of 7km, 2,4m high game fence: (Refer to the fencing specification provided)*<br>*All wires to be galvanised, with 2mm binding wire and 4mm anchor wire. All fencing posts to be backfilled with concrete 25MPA footing.*<br>*Supply and install river crossings with Hex netting supported on steel poles & cable wire (10 - 12mm) and gabion baskets (where required).* | | | | |
| C.1.1 | Excavation, erection & concrete of 3.6 m Brits Pole Gum CREO H5 (125 – 150 mm diameter) poles (anchors) (900mm deep) including stays, bracing & ramming ***as per the specification*** | No | 70 | | |
| C.1.2 | Excation, erection & backfilling of 3.0 m HWJ Pole Gum CCA H4 (100 – 120 mm diameter poles (line) (600 mm deep) including stays & ramming ***as per the specification*** | No | 700 | | |
| C.1.3 | Erection of CCA H4 treated droppers 32 x 50x 2400 mm diameter | No | 3500 | | |
| C.1.4 | Erection of fully galvanized high strain wire 2.24 mm high (1650m/50 kg roll) for inland) ***as per the specification provided*** | m | 119000 | | |
| C.1.5 | Erection of fully galvanized binding wire 2mm (2100m/50 kg roll) **as per the specification provided** | Roll | 14 | | |
| C.1.6 | Erection of fully galvanized anchor wire 4mm (500m/50 kg roll) a**s per the specification provided** | Roll | 5 | | |
| C.1.7 | Etraction of fully galvanized Hex net 1200x75x1.8 mm (50m/roll) with the height of 1000mm and including 200mm footing ***as per the specification*** | m | 7000 | | |





| | | | | | |
|---|---|---|---|---|---|
| C.1.8 | Corner, Straining and Anchor Boxes - Supply, deliver & construct (25MPa with 20mm stone) **as per the specification** | $m^3$ | 25 | | |
| C.1.9 | Closing of opening through dongas & river crossings with Hex netting & supported with steel poles and cables (10-12mm) & gabions baskets (where required). | m | 10 | | |
| C.1.10 | Supply & install Keyed Alike - Padlocks (Size 60 -70mm) Union | No | 4 | | |
| | **Total Carried Forward to Summary** | | | | |
| **D.** | **SECTION D: CONSTRUCT 8.3KM GAME FENCE: LABOUR, PLANT, TOOLS & TRANSPORTATION ONLY (MATERIALS TO BE SUPPLIED BY ECPTA)** | | | | |
| D.1 | ***NOTES:***<br>*All fencing materials shall be supplied by the Employer. Rates shall exclude the cost of materials supplied by the Employer. Tenderer rates shall include all costs associated with loading, handling, distribution of Employer-supplied materials to site for fence line installation. Tenderer rates shall also include costs for labour, transport, plant, equipment, minor tools, supervision, temporary works, overheads and profit and attendance necessary for the complete installation of the fence. Tenderer shall be responsible for the safekeeping and proper use of materials provided by the Employer.* | | | | |
| D.1.2 | Erection of 3.6 m Brits Pole Gum CREO H5 (125 – 150 mm diameter) poles (anchors) ***as per the specification*** | m | 83 | | |
| D.1.3 | Erection of 3.0 m HWJ Pole Gum CCA H4 (100 – 120 mm diameter poles (line) ***as per the specification*** | m | 830 | | |
| D.1.4 | Erection of CCA H4 treated droppers 32 x 50x 2400 mm diameter | m | 4150 | | |
| D.1.5 | Erection of fully galvanized high strain wire 2.24 mm high (1650m/50 kg roll) for inland) ***as per the specification provided*** | m | 14110 | | |
| D.1.6 | Erection of fully galvanized binding wire 2mm (2100m/50 kg roll) **as per the specification provided** | Roll | 15 | | |
| D.1.7 | Erection of fully galvanized anchor wire 4mm (500m/50 kg roll) a**s per the specification provided** | Roll | 6 | | |
| D.1.8 | Eraction of fully galvanized Hex net 1200x75x1.8 mm (50m/roll) with the height of 1000mm and have a foot of 200mm ***as per the specification*** | m | 8300 | | |
| D.1.9 | Corner, Straining and Anchor Boxes - Supply, deliver & construct (25MPa with 20mm stone) **as per the specification** | $m^3$ | 30 | | |
| D.1.10 | Closing of opening through dongas & river crossings with Hex netting & gabions baskets (where required). | m | 100 | | |
| D.1.11 | Installation of 3.5 m x 2.4 m galvanised farm gate including hanging, alignment and locking (supplied by employer) | No | 2 | | |
| | **Total Carried Forward to Summary** | | 0 | | |
| **E.** | **Provisional Sums** | | | | |

| | | | | | |
|---|---|---|---|---|---|
| E.1 | Allow a sum of R60 000 for transportation and distribution of Employer-supplied fencing materials to construction sites, plant and equipment & minor consumables and additional miscellaneous items for fencing materials supplied. | Pro. Sum | 1 | R60 000,00 | R60 000,00 |
| E.1.2 | Profit and Attendance | % | | | |
| E.2 | Allow a sum of R30 000 for material losses that will require replacement. (To be used at the client's discretion). | Pro. Sum | 1 | R30 000,00 | R30 000,00 |
| E.2.1 | Profit and Attendance | % | | | |
| **Total Carried Forward to Summary** | | | | | **R90 000,00** |
| **Sub-Total** | | | | | |
| **Vat @ 15** | | | | | |
| **Total Offer** | | | | | |

Signed ..... Date _____

Name ..... Position _____

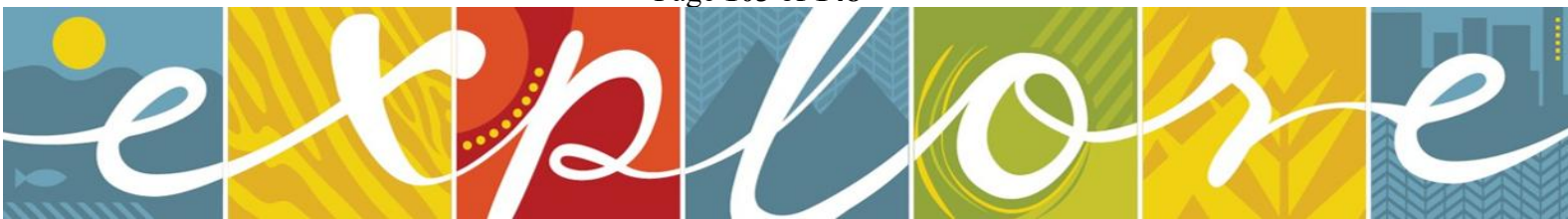
Tenderer _____





# C.3. SCOPE OF WORK





# C 3.1 Scope of Work

C3.1 Scope of Work
Scope of Work and Management

**CLASS 1: 2.4 M HIGH GAME FENCING REQUIREMENTS (MPOFU/FORDYCE NATURE RESERVE– 17 string wire)**

- 3.6 m Brits Pole Gum CREO H5 (125 – 150 mm diameter) poles (anchors)
- 3.0 m HWJ Pole Gum CCA H4 (100 – 120 mm diameter poles (line)
- CCA H4 treated droppers 32 x 50x 2400 mm diameter
- Fully galvanized high strain wire 2,24 mm high (1650m/50 kg roll) for inland)
- Fully galvanized anchor wire 4mm (500m/50 kg roll)
- Fully galvanized binding wire 2.0 mm (2100m/50 kg roll) binding wire
- Fully galvanized Hex net 1200x75x1.8 mm (50m/roll)
- Fully galvanized farm-style gate 3.5m wide x 2.4m high
- 12 – 14mm cable (where required)

**Game fence construction details**

- All anchors' poles to be planted to a depth of 600mm and concreted where required
- All line poles to be planted to a depth of 600mm (concrete as required)
- All anchors to be placed at distances of not more than 100m apart (terrain dependant)
- All line poles to be 10m apart
- All droppers to be 2m apart
- High strain wires to be placed at intervals of 150mm from the bottom, increasing in distance to 200mm for top strands
- All gates to be secured and placed as required
- Netting to be placed to a height of 1000mm and have a foot of 200mm
- River crossings to be constructed as break away fences.

**NB: All game fences are to comply with the provisions of Chapter IV Section 35 of Nature and Environment Conservation Ordinance (No. 19 of 1974) Certificate of Adequate Enclosure (CAE).**





# C.3.2. PARTICULAR / GENERIC SPECIFICATIONS

PS SCOPE

SUPPLY AND INSTALL 10KM BOUNDARY GAME FENCE AT ONGELUKSNEK NATURE RESERVE

PS 1 DISCLAIMER

The information regarding subsurface conditions, materials on site and site information supplied, is provided in good faith for the contractor's convenience as an indication of conditions likely to be encountered. No responsibility will be accepted for, and there is no guarantee of the information being representative of the whole area of the works or materials.

The information provided will not be regarded as in way limiting. The contractor will be held to have satisfied himself of all conditions to be encountered on site and to allow accordingly in his tendered rates.

PS 2 APPLICABLE STANDARDS

The South African Bureau of Standards, Standard Specifications for Civil Engineering Construction (SABS 1200). It shall however be noted that reference is made in certain of the specifications to other standardized specifications which may or may not be included in this document. Where such specifications are not included, they shall however be deemed to be included in the Contract documents.

The Contractor shall have available for reference on site at all times a full set of the above specifications, together with any other to which they refer. These specifications shall remain the property of the Contractor but shall be made available to the Engineer whenever required throughout the duration of the Contract.

The South African Bureau of Standards, Standard Specifications for Civil Engineering Construction (SABS 1200) shall apply to this Contract together with additional amendments as set out herein

PS 3 PLANT AND MATERIALS

The Employer will not be providing any plant or supplying any materials for use by the Contractor in executing the works. The Contractor must provide all plant and materials of whatever nature necessary to enable him to undertake the works as specified.

The Contractor must provide all necessary samples and copies of the relevant test results required to prove compliance with the specifications, prior to utilisation of any material within the works.

PS 3.1 Construction Equipment

The provision of all tools and equipment of whatever nature, required for execution of the scheduled items, must be the responsibility of the Contractor, and the cost thereof must be included in the rates for the respective items of work.

PS 4 EXISTING SERVICES





The Contractor will be issued with drawings showing the position of existing services in the vicinity of his working area. The Contractor must contact the service authorities concerned (i.e. Water, Sanitation, Electricity and Telecommunications) to confirm the position of existing services and must apply for the Construction Permit for work programmed within the road reserve when required.

The Contractor is required to undertake work in proximity to existing services, and he must take all necessary precautions to prevent any damage to these services. In this regard, the Contractor must excavate by hand to expose and confirm the location and depth of each existing service prior to carrying out any construction over or around the service.

Should his operations result in any damage to existing services, he must immediately notify the Engineer and the local authority, who will inspect the damage and determine what further action is required. The Contractor must be responsible for the cost of all repairs or reinstatement necessary, whether these are carried out with his own resources or by a third party.

PS 5 SITE ESTABLISHMENT

PS 5.1 Services and Facilities Provided by the Employer

The Employer will not provide any facilities or services.

PS 5.2 Facilities Provided by the Contractor

Due to the extremely constricted nature of the site, the Contractor must be required to determine the most convenient location for his camp site in consultation with the Community/Owner such that this will cause the least disruption and interference with his activities. Dependent on his actual space requirement, different components of the camp could be located in different areas.

Should the Contractor elect to locate any or all of his facilities in one area for a certain duration, and then relocate them later, any associated costs must be solely for his account, and no claims of any nature for additional costs will be entertained.

The Contractor will be required to provide certain facilities for the exclusive use of the Engineer and his staff, all as defined in SABS 1200 AB, and as amended by any variations / additions in clause C3.4.1.6.

PS 5.3 Storage and Laboratory Facilities

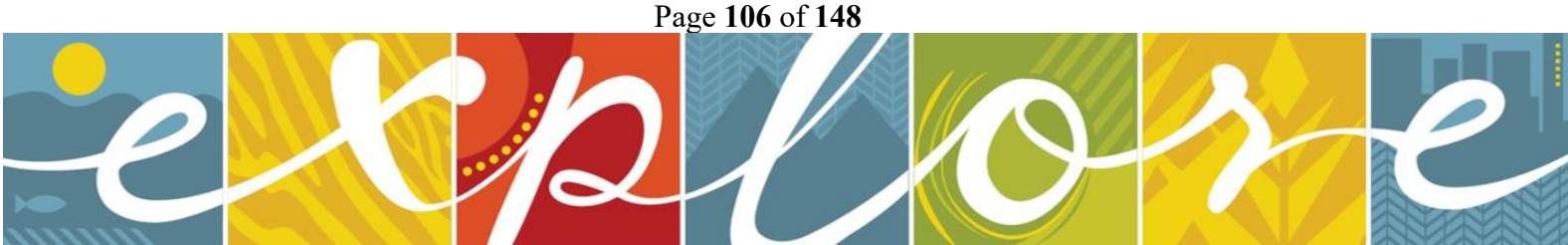
The employer has no specific requirements for any storage or laboratory facilities, and the Contractor should provide whatever he deems to be necessary to support his activities.

PS 5.4 Other Facilities and Services

Should the Contractor require a supply of municipal water to enable him to undertake any of his activities on the site then he must make his own arrangements with the Community/Owner or Municipality for a suitable point of supply. The Contractor must agree the details of both the position and the size of connection required with the relevant officials, and must be responsible for the cost of the connection, the cost of water used, and the cost of removal and reinstatement on completion.

Should the Contractor require an electrical connection to his campsite then he must submit an application to the Community/Owner, Municipality's electricity department or Eskom as might be applicable to obtain a supply with the necessary capacity at a suitable position. The Contractor must be responsible for the cost of the connection, the cost of electricity used, and the cost of removal and reinstatement on completion.





The Contractor must:

i) make his own arrangements for whatever telephone and facsimile services he may require.
ii) provide sufficient serviced, portable toilets at convenient locations for the use of his staff during their time spent on site.
iii) supply a first aid kit to be available at the site office, and re-stock the contents as and when necessary.
iv) make available a list of emergency contact numbers for ambulance, police and fire services.
v) provide the necessary facilities on site to temporarily store refuse, and make arrangements with the Municipality for regular refuse removals. Refuse storage facilities must make allowance for waste separation, re-cycling and re-use wherever possible

All costs associated with any of the above aspects must be included in the relevant preliminary and general items.

PS 5.5 Vehicles and Equipment

No vehicles or specialised equipment is required for the employer and his agents.

PS 5.6 Advertising Rights

No advertising of any kind will be allowed on the site.

PS 5.7 Notice Boards

Two project notice boards will be required in accordance with SABS 1200 AB, and as amended by any variations/additions in clause C3.4.1.6.

PS 6 SITE USAGE

The Contractor must restrict his operations to the boundaries of the site and he must not be allowed to occupy or impact on any other adjacent areas.

PS 7 PERMITS AND WAY LEAVES

The Contractor will be required to provide copies of permits for any borrow pits or quarries from which he intends to obtain bedding material or aggregate.

The Contractor must be responsible for obtaining all of the necessary way leaves, permissions or permits applicable to working near any existing services or other infrastructure on Site, and must ensure that any way leaves, permissions or permits obtained by the Employer's Agent prior to the award of the Contract are transferred into the Contractor's name. (Refer also to clause C3.4.4 above.)

The Contractor must abide by any conditions imposed by such way leaves, permissions or permits.

The Contractor must ensure that all way leaves, permissions and permits are kept on site and are available for inspection by the relevant service authorities on demand.

PS 8 ALTERATION, ADDITIONS, EXTENSIONS AND MODIFICATIONS TO EXISTING WORKS





Wherever the Contractor is required to carry out construction to lines and levels based on or tying into existing infrastructure, he must first check that the information provided for the existing works is accurate and correct. Should there be any discrepancies as regards position, or defects in the quality of the existing work which may affect the proposed work, then the Contractor must report these to the Engineer and request clarification prior to proceeding with the new construction.

PS 9 INSPECTION OF ADJOINING PROPERTIES

The Contractor and the Engineer must together inspect and record the condition of all adjoining properties or existing services, prior to the commencement of any work that may impact on these existing facilities in any way.

PS 10 WATER FOR CONSTRUCTION PURPOSES

The Contractor must make his own arrangements with the Community/Owner or Municipality to obtain water for construction purposes.

PS 11 SURVEY CONTROL AND SETTING OUT OF THE WORKS

The Contractor must be solely responsible for the setting out of his work, and will be provided with the necessary bench marks and co-ordinated pegs on which to base the setting out.

All other control points and benchmarks required for construction or computation of quantities must be set out by the Contractor in consultation with the Engineer. Points set out must be clearly marked and the position and all other relevant data placed on a site plan. A copy of the plan must be handed to the Engineer immediately, for control purposes.

Any existing beacons disturbed or removed during the course of the Contract will be replaced at the Contractor's cost. Only a land surveyor or the Engineer's Surveyor who originally installed the beacons will be allowed to replace them.

PS 12 MANAGEMENT

PS 12.1 Management of the Works

PS 12.1.1 Applicable SANS Standards

The applicable standards are listed in clause PPS 2.

PS 12.1.2 Particular / Generic Specifications

Particular or generic specifications are included for all parts of the work.

PS 12.1.3 Planning and Programming

Within 14 days of the Commencement Date the Contractor must prepare and submit to the Engineer for approval a fully detailed programme showing:

- the sequence and duration of all activities required to undertake the scheduled work.
- the linkage between activities deemed to be on the critical path.
- critical dates for receipt of information and drawings.





- milestone date for Completion of different sections of the work.

Whenever the work deviates significantly from the proposed programme for whatever reason, the Contractor must, following a request from the Engineer, must prepare a new programme that shows how the work will be re-scheduled so as to achieve the original Completion Date.

The Contractor must take cognisance of the exploration work which has to be executed prior repairing or replacing of existing pipelines.

PS 12.1.4 Sequence of the Works

The sequence of work must be carried out strictly in accordance with the approved programme as detailed above.

PS 12.1.5 Methods and Procedures

Prior to the commencement of any work on the Site the Contractor must submit method statements for each separate construction activity that he is required to undertake. The method statements must be submitted to the Engineer for approval at least 10 days prior to the scheduled start of the activity. The method statements must set out the technical procedures to be followed in carrying out the activity and must include details of compliance with both Occupational Health and Safety and Environmental aspects.

The Contractor must ensure that his staff and workers are properly trained in the safe and effective use of any equipment, plant or materials necessary to undertake the work.

PS 12.1.6 Quality Control

The Contractor must provide whatever samples of materials are required for approval prior to commencement, together with the applicable test results to prove compliance with the relevant specification. He must undertake all necessary tests that are stipulated in terms of the applicable specification to ensure that his workmanship meets the required standard.

PS 12.1.7 Environment

The Contractor must ensure that he is fully aware of the requirements of the CEMP and that he understands his responsibilities regarding both his management of the project and the actual construction activities on Site.

PS 12.1.8 Accommodation of Traffic

The Contractor is responsible for the safety of all vehicular and pedestrian traffic affected by his work and must provide all the necessary warning signs, barricading and lighting as necessary, fully in compliance with the requirements of the SADC Road Traffic Signs Manual and with the approval of the Traffic Department.

PS 12.1.9 Other Contractors

The Contractor has sole possession of the site and does not have to deal with other contractors.





PS 12.1.10 Testing, Completion, Commissioning

Each aspect of the work included in the Contract must be fully tested in accordance with the requirements of the relevant standard specification, as amended by the Specification Data as applicable, prior to completion of the works as a whole. All outstanding work must be completed and substandard work must be corrected prior to completion taking place.

PS 12.1.11 Recording of weather

The Contractor is required to keep a detailed record of daily weather conditions on the Site. The information must include rainfall, wind speed and direction, cloud cover and temperature. The format and extent of detail required must be agreed with the Engineer prior to commencement. (Refer to clause PS 12.1.17) below). A summary of inclement weather shall be recorded in the minutes of site meetings.

PS 12.1.12 Format of Communications

All communication of whatever nature is through the Engineer. Only under circumstances that relate to health and safety can the Contractor act on instructions issued by any other party. These instructions must then be immediately communicated to the Engineer with a request for confirmation of the instruction.

The Contractor is required to provide a suitable triplicate book which is used for communication between the Engineer or his representative and the Contractor. The book may be used for the issue of site instructions, the request for information or inspections, or merely to record aspects of contractual importance.

PS 12.1.13 Key Personnel

Within 14 days of the Commencement Date and prior to commencement of any operations on site, the Contractor shall submit to the Employer's Agent detailed CV's of his key personnel together with their relevant contact details. Should the key personnel not be the same as those included in the tender submission, then the Contractor shall be required to provide personnel with equivalent or better qualifications and experience.

The Contractor keeps a site representative competent to administer and control the works continuously in the Working Areas during the execution of the works. The Contractor informs the Engineer of the name of the site representative, and any instruction given to the site representative by the Engineer is deemed to be given to the Contractor.

PS 12.1.14 Management Meetings

The Contractor is required to attend a monthly site meeting during which all aspects relating to the progress, scope, expenditure, OHS, environmental and general administration of the Contract is discussed. The Contractor must ensure that his representative at the meeting has the necessary understanding and authority to make decisions regarding these issues.

In addition, technical meetings are held on monthly, during which time aspects of a more technical nature relating to the actual construction process and quality of the work are addressed.

PS 12.1.15 Forms for Contract administration





The Contractor will keep all records as stated below as well as the following:

- EPWP forms to be submitted together with all Payment Certificates.
- Report on progress and labour at site meetings.

PS 12.1.16 Payments

All payments to the Contractor are by means of direct electronic transfer and the Contractor must provide his banking details to the Engineer together with the initial payment claim.

PS 12.1.17 Daily Records

The Contractor is required to maintain a daily record of all construction activities taking place on Site which includes details of plant, personnel, and visitors as well as other events such as weather conditions or any circumstances that may have a bearing on the nature and progress of his operations.

The Contractor is required to provide a detailed report at each site meeting. The report must be in a format to be agreed with the Engineer and contain the following:

- Details of actual progress versus programme for each construction activity.
- A daily record of rainfall and other weather events that could affect the work.
- Details of any delays that have occurred due to weather or any other cause.
- A record of resources (people, plant and equipment) present on Site.
- Details of any accidents or lost time incidents that have occurred.
- A list of information required.

PS 12.1.18 Payment Certificates

Payment Certificates shall be drawn up in an agreed format based on the bills of quantities and any variation orders authorised. The date for submission of each payment claim shall be agreed with the Employer's Agent. The procedure for preparation of Payment Certificates shall be as follows:

- The actual quantity for each item shall be agreed with the Employer's Agent or his representative based on the cumulative total of the previous monthly quantity and the additional work carried out during the month.
- The Contractor shall draw up and submit his claim using the agreed quantities.
- The Employer's Agent shall check the claim and confirm the amount to be paid.
- The Contractor shall provide a VAT invoice to the Employer's Agent for the agreed amount.
- The Employer's Agent shall prepare the payment certificate and submit the claim, accompanied by the VAT invoice.

PS 12.1.19 Proof of Compliance with the Law

The Contractor is required to comply with all regulations and laws of whatever nature which are applicable to his operations throughout the duration of the Contract, and produce documentary evidence when requested for all aspects, including, but not limited to:

- Valid proof of registration with the Compensation Commissioner.
- Proof of registration for income tax and VAT.





- Compliance with the Occupational Health and Safety Act and Construction Regulations.

PS 12.2 Health and Safety

The Contractor must comply with all relevant aspects of the Occupational Health and Safety Act together with the Regulations referred to therein, as applicable to the scope of his activities.

Particular attention must be paid to the issuing of the relevant Notices, appointment of responsible people, undertaking Hazard Identification and Risk Assessments, and preparation of a Health and Safety Plan. All necessary documentation must be prepared and submitted for comment and approval immediately after the Contract award.

Specific Health and Safety considerations applicable to this project are detailed in the Occupational Health and Safety Specification, attached to this document.

Method statements submitted for the Contractor's construction activities include details of compliance with Occupational Health and Safety, and must be submitted immediately after the Contract award and prior to commencement with any work on Site.

The Contractor must provide the necessary personal protective equipment and clothing to all staff as relevant for the type of work being carried out.

Whenever the Contractor's staff are subjected to hazardous substances, excessive dust or noise, he must arrange for pre and post-employment medical examinations on the affected employees.

No member of the Contractor's staff is allowed on Site while under the influence of alcohol or drugs. Any member of his staff who exhibit signs of alcohol or drug usage must be immediately removed from the premises.

The Contractor is responsible for the protection of the public in the areas in which he is working and must provide barricades and lighting as necessary to ensure their safety. He is also responsible for the safe control of traffic wherever his works impact on the existing roadways.





# PART C4 – SITE INFORMATION





# C4.1. Site Information

**Project Location**

The project site where game fence materials delivery and installation activities will be executed is at Mpofu Nature Reserve which is located closer to the following town.

| RESERVE | NEAREST TOWN | LATITUDE | LONGITUDE |
|---|---|---|---|
| Mpofu | Fort Beaufort | 32°36'3.66"S | 26°34'30.28"E |

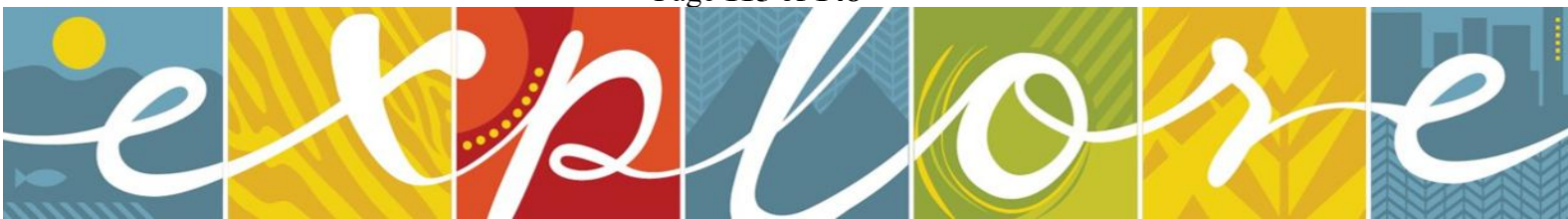




# C4.2. DRAWINGS

## NOT APPLICABLE





# C4.3. ENVIRONMENTAL MANAGEMENT PLAN

## DRAFT ECPTA SPECIFICATIONS ATTACHED

*The successful service provider will be required to submit a detailed Environmental Management Plan upon award*

/

# C.4.4. HEALTH AND SAFETY SPECIFICATIONS

*The successful service provider will be required to submit a detailed Health and Safety Plan upon award*

**WHEREAS** (08/FY/27) / of the Main Agreement mentions the parties have agreed that in respect of performance of the work the Mandatary / Principal Contractor / Contractor shall be responsible for compliance with the Occupational Health and Safety Act and its regulations ("OHS Act") as well as the Employers OHS Operation Standard and Procedures, the terms and conditions of which are set out hereunder.

**NOW THEREFORE THE PARTIES AGREES AS FOLLOWS**

**1. DEFINITIONS**

In this Agreement unless the context requires otherwise, the following words and expressions shall have the meanings ascribed to them below;

**1.1** **Agreement** shall mean this document containing its terms and conditions as applicable to the parties thereto;

**1.2** **Certificate of Compliance** – means a certificate with a unique number obtainable from the chief inspector, or person appointed by the chief inspector, in the form of Annexure 1 of the Electrical Installation Regulations and issued by a registered person in respect of an electrical installation or part of an electrical installation. A certificate of compliance issued under the Electrical Installation Regulations, 1992.

**1.3** **"Client" –** means any person for whom work is performed;

**1.4** **''Construction Work''** is defined as any work in connection with –

**1.4.1** the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;

**1.4.2** the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;

**1.4.3** the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or

**1.4.4** the moving of earth, clearing of land, the making of an excavation, piling, or any similar civil engineering or type of work;

**1.5** **"Contractor" –** means an employer who performs construction work / work and includes Principal Contractors;

**1.6** **"Electrical Contractor"** – means a person who undertakes to perform electrical installation work on behalf on any other person; but excludes an employee of such first-mentioned person.

**1.7** **"Electrical Installation"** – means any machinery, in or on any premises, used for the transmission of electricity from a point of control to a point of consumption anywhere on the premises, including any article forming part of such an electrical installation irrespective of whether or not it is part if the electrical circuit.

**1.6** **"Health and Safety File"** – means a file, or other record in permanent form, containing the information required as contemplated in the regulations. A health and safety file is to be a document that consists of various other documents (*as per attached Annexure A*) that resembles the entire health and safety history of the contract, from start to finish;

**1.7** **"Health and Safety Plan"** – means a documented plan which addresses hazards and risk identified and includes safe work procedures to mitigate, reduce or control the hazards and risk identified;

**1.8** **"Health and Safety Specification"** – means a documented specification of all health and safety requirements pertaining to the associated works on a site, so as to ensure the health and safety of persons;

**1.9** **"Installation work"** – means the installation, extension, modification or repair of an electrical installation; the connection of machinery at the supply terminals of such machinery; inspection, testing and verification of electrical installations for the purpose of issuing a certificate of compliance.

**1.10** **"Method Statement"** – means a document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;





**1.11** **"Principal Contractor"** – means an employer who performs construction work / work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site;

**1.12** **"Purpose of the Act"** – To provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith;

**1.13** **"Risk Assessment"** – means a program to determine any risk associated with any hazard at a work site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;

**1.14** **Mandatary** shall mean such responsible person as pursuant to the provisions of clause 4 hereunder;

**1.15** **Employer** shall mean the party as described on the face of this document;

**1.16** **Employees** shall mean all Employees, servants, Mandatary /Principal Contractor / Contractors, sub-Mandatary / Contractors, agents, invitees and the like of the Mandatary/ Electrical Contractor/ Contractor;

**1.17** **Main Agreement** means the Agreement entered into between the Mandatary / Principal Contractor/ Contractor and the Employer, signed on _____, and which sets out the services to be rendered by the Mandatory;

**1.18** **Responsible Person** shall mean the contractor. Where the Mandatary / Principal Contractor performs the role of a contractor, the Mandatary / Principal Contractor will be regarded as the Responsible Person;

**1.19** **OHS Act** shall mean the Occupational Health and Safety Act 85 of 1993, as amended, together with all regulations thereto;

**1.20** **Premises** shall mean all such Premises of the Employer, where the Mandatary / Principal Contractor and the employees perform work or render a service for and on behalf of the Employer;





**1.21** **Site/s** shall mean any location where the Mandatary/ Principal Contractor / Contractor and the Employees perform work or render a service for and have equipment or infrastructure installed, on behalf of the Employer;

**1.22** **OHS Operation Standards and Procedures** shall mean the standards and procedures contained in Eastern Cape Parks and Tourism Agency, Occupational Health and Safety (OHS) manual which the Mandatary / Electrical Contractor / Contractor is obliged to follow when performing work on behalf of the Employer.

## 2. INTERPRETATION

2.1 The clause headings in this Agreement are included for reference purposes only and shall not in any way affect or govern the interpretation or construction of this Agreement;

2.2 Unless inconsistent with the context, the expressions set forth below shall bear the following meanings:

2.3 Expressions which denote:

2.3.1 any gender shall include the other genders;

2.3.2 a natural person shall include a juristic person and vice versa;

2.3.3 the singular shall include the plural and vice versa.

2.4 Where words have been defined in the body of the Agreement, such words will, unless otherwise required by the context, have the meanings so assigned throughout the rest of the Agreement;

2.5 If there are any inconsistencies between the provisions of this Annexure and the Main Agreement, the provisions of the Main Agreement shall supersede;

2.6 The Electrical Contractor has to take full responsibility for the health and safety on the site of the relevant project / contract. This includes monitoring health and safety conditions and overseeing administrative measures required by the Electrical Installation Regulations from all contractors on the project site.





2.9 Sub - Contractors are required to operate under the scrutiny and control (in terms of all health and safety measures which are covered in the Construction Regulations of the Principal Contractor;

2.10Where, for the work the Principal Contractor will have to execute himself, practical health and safety measures are applicable, he will also be subject to the relevant requirements with which Subcontractors have to comply;

2.11 The Principal Contractor will, however, not have to actually fulfill such requirements in respect of any of the work / functions of any Sub - Contractors on the site for which he has been appointed as Principal Contractor. However, he has to monitor / oversee such processes, ensuring that the requirements are complied with and that the required appointments / evaluations / inspections / assessments and tests are done and that the records are duly generated and kept as prescribed in the Electrical Installation Regulations. This has to feature clearly in the Principal Contractor's Health and Safety Plan.

## 3. RESPONSIBILITIES

### 3.1 Client

3.1.1 The Client or his appointed Agent on his behalf shall discuss and negotiate with the Electrical Contractor the contents of the health and safety plan of both Electrical Contractor and Contractor for approval;

3.1.2 The Client or his appointed Agent on his behalf, will take reasonable steps to ensure that the health and safety plan of both the Principal Contractor and Contractor is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month;

3.1.3 The Client or his appointed Agent on his behalf, will prevent the Principal Contractor and/or the Contractor from commencing or continuing with electrical work/ work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:





a) have failed to have complied with any of the administrative measures required by the Occupational Health and Safety Act and its Regulations in preparation for the project / work or any physical preparations necessary in terms of the Act;
b) have failed to implement or maintain their health and safety plan;
c) have executed work which is not in accordance with their health and safety plan; or
d) act in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

**3.2 Mandatary / Electrical Contractor/ Contractor**

3.2.1 Mandatary / Principal Contractor/ Contractor shall ensure that he is fully conversant with the requirements of this Agreement / Specification and all relevant health and safety legislation. This Agreement / Specification is not intended to supersede the Act nor the Regulations or any part of either. Those sections of the Act and any other Regulation which apply to the scope of work to be performed by the Principal Contractor in terms of this contract (entirely or in part) will continue to be legally required of the Principal Contractor to comply with. The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act and any Regulations proclaimed under the Act or which may perceivable be applicable to this contract;

3.2.2 The Mandatary / Principal Contractor/ Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented health and safety plan based on this Agreement / Specification, the Act and the Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works. This plan shall, as appendices, include the health and safety plans of all Sub-contractors for which he has to take responsibility in terms of this contract;

3.2.3 The Mandatary / Principal Contractor/ Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works;





3.2.4 The Mandatary / Principal Contractor/ Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Electrical Installation Regulations. (Note: This shall have to be contained in the conditions of tender upon which a tenderer's offer is based.);

3.2.5 The Mandatary / Principal Contractor / Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Mandatary / Principal Contractor/ Contractor in terms of this Agreement / Specification, the Act and the Principal Installation Regulations;

3.2.6 The Mandatary / Principal Contractor/ Contractor shall ensure that a copy of his health and safety plan is available on site and is presented upon request to the Client, an Inspector, Employee or Sub-contractor;

3.2.7 The Mandatary / Principal I Contractor/ Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Agreement / Specification, the Act and the applicable Regulations, is opened and kept on site and made available to the Client or Inspector upon request. Upon completion of the works, the Mandatary / Principal Contractor/ Contractor shall hand over a consolidated health and safety file to the Client;

3.2.8 The Mandatary / Principal Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the applicable Regulations are complied with as if they were the Principal Contractor;

3.2.9 The Mandatary / Principal Contractor/ Contractor shall from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan shall be submitted to the Client and/or his/her Agent for approval.





## 4. WARRANTY OF COMPLIANCE

4.1. In terms of this Agreement the Mandatary / Principal Contractor/ Contractor warrants that he has familiarized himself with the working environment and that he agrees to the arrangements and procedures, as prescribed by the Employer, and for the purposes of compliance with the OHS Act;

4.2 The Mandatary / Principal Contractor/ Contractor acknowledges that this Agreement constitutes an agreement in terms of Section 37(2) of the OHS Act, whereby all responsibility for health and safety matters relating to the work that the Mandatary / Principal Contractor/ Contractor and the Employees are to perform on the Premises and/or site shall be the obligation of the Mandatary / Principal Contractor.

4.3 The Mandatory / Principal Contractor / Contractor further warrants that he and/or the Employees undertake to maintain all necessary compliance with the OHS Act. Without derogating from the generality of the above, nor from the provisions of this Agreement, the Mandatory /Principal Contractor/ Contractor shall ensure that the clauses as hereunder described are at all times adhered to by himself and the Employees;

4.4 The Mandatory / Principal Contractor / Contractor hereby undertakes to ensure that the health and safety of any other person on the Premises and/or Site is not endangered by the conduct and/or activities of the employees whilst they are on the Premises and/or Site;

4.5 Notwithstanding the above, the Mandatory / Principal Contractor / Contractor confirms that it is familiar with and will comply with the Employers Occupational Health and Safety (OHS) Operational Standards and Procedures;

4.6 The work undertaken in terms of this Agreement by the Mandatary / Principal Contractor/ Contractor / will be carried out in conformity with all the necessary Occupational Health & Safety (OHS) specifications, requirements and Technical Standards contained in this agreement and in strict compliance with:

4.6.1 all and/or any current Statutory Act/s of Parliament an any Regulations which may be promulgated under any such Act;





4.6.2 all and/or any existing or new Municipal or Local or Statutory Authority laws, By-laws, regulations and or Notices and Proclamations; and

4.6.3 all and/or any current requirements of, or directives received from, any Governmental departments or bodies or Statutory Authorities charged with the administration and/or enforcement of any Acts of Parliament, Municipal or Local or Statutory Authority's Law, Bye Laws regulations and/or Notices and Proclamations;

4.6.4 The Occupational Health and Safety Act of 1993 (Act No: 85 of 1993) and its Regulations;

4.6.5 The Compensation for Occupational Injuries and Diseases Act 1993 (Act No: 130 of 1993);

4.6.6 any other additional Employers OHS and Technical Operational Standards and Procedures not contained within this agreement.

4.7 It is noted that in terms of the OHS Act, Mandatary / Principal Contractor / Contractors and their employees are not permitted to work with/on equipment that is unsafe or under hazardous conditions, unless employees exposed to these hazards, are informed of such hazards and precautionary measures are in place to manage these hazards. Where the latter cannot be complied with, employees will not be required or permitted to work in such situations;

4.8 The Mandatary / Principal Contractor / Contractor will ensure that its personnel are properly and correctly trained and equipped with the appropriate tools, safety clothing and safety equipment and that they carry adequate and correct stock levels of spares and materials to be able to carry out the work safely and without unnecessary interruptions on the Site. This must be done at no additional costs to the Employer.

## 5. MANDATARY / ELECTRICAL CONTRACTOR/ CONTRACTOR

The Mandatary / Principal Contractor/ Contractor shall be deemed to be an employer in his own right whilst performing work for or on behalf of the Employer on sites. In terms of Section





16(1) of the OHS Act, the Mandatary/ Principal Contractor/ Contractor shall accordingly ensure that the requirements of the OHS Act are complied with by himself and/or, where applicable by his Chief Executive Officer.

## 6. SCOPE OF WORK

The Health and Safety Specifications pertaining to the project**; SUPPLY AND INSTALL 15KM BOUNDARY GAME FENCE AT MPOFU/FORT FORDYCE NATURE RESERVE** – cover the subjects contained in the index and is intended to outline the normal as well as any special requirements of the Eastern Cape Parks and Tourism Agency pertaining to the health and safety matters applicable to the project in question. These Specifications in this Agreement should be read in conjunction with the Act and all other related Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this Agreement, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

## 7. HEALTH AND SAFETY FILE

The Mandatary / Principal Contractor/ Contractor must, in terms of Construction Regulation 7(1)(b), keep a Health & Safety File on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. A more detailed list of documents and other legal requirements that must be kept in the Health and Safety File is attached as an addendum to this document.

**IMPORTANT:**

The Health and Safety File will remain the property of the Client and/or its Agent on its behalf throughout the period of the project and shall be consolidated and handed over to the Client and/or its Agent on its behalf at the time of completion of the project.

## 8. OVERALL SUPERVISION AND RESPONSIBILITY FOR OHS





The Client and/or its Agent on its behalf to ensure that the Principal Contractor, appointed in terms of Construction Regulation 5(1)(k), implements and maintains the agreed and approved OHS Plan. Failure on the part of the Client or Agent to comply with this requirement will not relieve the Principal Contractor/ Contractor from any one or more of his/her duties under the Act and Regulations.

All OHS Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the Principal Contractor to become part of site records (Health & Safety File).

The Responsible Manager and Responsible Manager/s appointed to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the Principal Contractor to become part of site records (Health & Safety File).

All Health and Safety (SHE) Representatives shall act and report as per Section 18 of the Act.

## 9. APPOINTMENT OF RESPONSIBLE PERSON

9.1 The Responsible Person shall at all times have his written appointment as well as a copy of these rules close at hand whilst on the work site and shall be fully familiar with the requirements thereof;

9.2 The Mandatary / Principal Contractor/ Contractor will allow the Employer to examine the appointment letter of the Responsible Person during site inspections;

## 10. APPOINTMENT OF HEALTH AND SAFETY (SHE) REPRESENTATIVE

10.1 The Mandatary / Mandatary / Principal Contractor/ Contractor shall ensure that two SHE Representative is nominated and appointed in writing, per contract, in terms of Section 17 of the OHS Act;





10.2 SHE Representatives have to be designated in writing and the designation shall be in accordance with the Employers SHE Operational Standards and Procedures and in terms of General Administration Regulation 6;

10.3 The SHE Representative shall be entitled to perform duties as stipulated in section 18 of the OHS Act as well as the Employers SHE Operational Standards and Procedures;

10.4 The designated SHE Representatives shall conduct daily/weekly inspection of their respective areas of responsibility using a checklist and report thereon to the Mandatary / Principal Contractor/ Contractor, after which these reports shall be consolidated for submission to the Health and Safety Committee;

10.5 SHE Representatives must be included in and be part of accident/incident investigations;

10.6 SHE Representatives shall be members of at least one SHE Committee and must attend all meetings of that SHE committee.

## 11. APPOINTMENT OF FIRST AIDERS

11.1 At least two persons in possession of a valid First Aid certificate of competency, per contract team, must be appointed and be readily available to render the necessary assistance on site in case of an injury. A copy of this certificate must be provided to the Employer at the commencement of the Agreement;

11.2 A notice bearing, the address and telephone numbers of all emergency services including the South African Police Service, Emergency Medical Services, Fire Department and the nearest Hospital must be displayed in corridors, ablution facilities, lifts, entrances, infield first aid boxes an all other crucial areas where Mandatary / Principle Contractor/ Contractor employee and it must be in English and one other language predominantly spoken by the Mandatary / Principal Contractor/ Contractor employees.





## 12. FURTHER (SPECIFIC) SUPERVISION RESPONSIBILITIES FOR SHE

Several appointments or designations of responsible and /or competent people in specific areas of construction work are required by the Act and Regulations. The following competent appointments, where applicable, in terms of the Construction Regulations are required to ensure compliance to the Act, Regulations and the Employers SHE Operational Standards and Procedures.

| REQUIRED APPOINTMENTS AS PER THE CONSTRUCTION REGULATIONS | | | |
|---|---|---|---|
| **Item** | **Regulation** | **Appointment** | **Responsible Person** |
| 1. | 5(1)(k) | Principal contractor for each phase or project | Client |
| 2. | 7(1)(c)(v) | Contractor | Principal Contractor |
| 3. | 7(3) | Contractor | Contractor |
| 4. | 8(1) | Construction Manager | Contractor |
| 5. | 8(2) | Assistant Construction Managers | Contractor |
| 6. | 8(6) | Construction Safety Officer | Contractor |
| 7. | 9(1) | Person to carry out risk assessment | Contractor |
| 8. | 9(3) | Trainer/Instructor | Contractor |
| 9. | 9(1)(a) | Fall protection planner | Contractor |
| 10. | 12 (a) | Formwork & support work supervisor | Contractor |
| 11. | 12(e) + (f) | Formwork & support work examiner | Contractor |
| 12. | 13(1)(a) | Excavation supervisor | Contractor |
| 13. | 13(2)(b)(ii)(bb) | Professional engineer or technologist | Contractor |
| 14. | 13(2)(k) | Explosives expert | Contractor |
| 15. | 14(1) | Supervisor demolition work | Contractor |
| 16. | 14(2) + (3) | Demolition expert | Contractor |
| 17. | 14(11) | Explosives expert | Contractor |
| 18. | 16(1) | Scaffold supervisor | Contractor |
| 19. | 17(1) | Suspended platform supervisor | Contractor |
| 20. | 17(2)(c)(i) | Compliance plan developer | Contractor |





| | | | |
|---|---|---|---|
| 21. | 17(8)(c) | Suspended platform expert | Contractor |
| 22. | 17(13) | Outrigger expert | Contractor |
| 23. | 19(8)(a) | Material hoist inspector | Contractor |
| 24. | 20(1) | Batch plant supervisor | Contractor |
| 25. | 20(6) | Batch plant operator | Contractor |
| 26. | 21(2)(b) | Power tool expert | Contractor |
| 27. | 21(2)(g)(i) | Power tool controller | Contractor |
| 28. | 22(e) | Tower crane operator | Contractor |
| 29. | 23(1)(d)(i) | Construction vehicle and mobile plant operator | Contractor |
| 30. | 21(1)(k) | Construction vehicle and mobile plant inspector | Contractor |
| 31. | 24(d) | Temporary electrical installations inspector | Contractor |
| 32. | 24(c) | Temporary electrical installations controller | Contractor |
| 33. | 28(a) | Stacking and storage supervisor | Contractor |
| 34. | 29(h) | Fire equipment inspector | Contractor |

This list may be used as a reference or tool to determine which components of the Act and Regulations would be applicable to a particular site. This list must not be assumed to be exclusive or comprehensive.

## 13. SITE RULES AND OTHER RESTRICTIONS

### 13.1 Site OHS Rules

The Mandatary / Principal Contractor/ Contractor must develop a set of site-specific OHS rules that will be applied to regulate the Health and Safety Plan and associated aspects of the work.

When required for a site by law, visitors and non-employees upon entering the site shall be issued with the proper Personal Protective Equipment (PPE) as and when necessary.

### 13.2 Security Arrangements

The Mandatary / Principal Contractor/ Contractor must establish site access rules and implement and maintain these throughout the operational period. Access control must include





the rule that non-employees shall at all times be provided with full-time supervision while on site.

The Mandatary / Principal Contractor/ Contractor must develop a set of Security rules and procedures and maintain these throughout the operational period.

If not already tasked to the SHE Representative / Officer appointed, the Principal Contractor / Contractor must appoint a competent Emergency Controller who must develop contingency plans for any emergency that may arise on site as indicated by the risk assessments.

## 14. DEMARCATION OF WORK AREAS

14.1 Work areas that pose a potential danger to people must be visibly or structurally cordoned off with neat barriers, fencing or purpose - made hazard tape or rope. The method used must be suitable and in direct proportion to the purpose, e.g. physical barriers or fences must be used to prevent people from falling into holes;

14.2 Clearly visible Safety Signs shall be installed by the Mandatary / Principal Contractor/ Contractor to alert third parties entering the work area of any dangers / hazards that exists in such a work area. These signs shall comply with the South African National Safety Standards and shall be appropriate for the type of work performed in the work area.

## 15. APPOINTMENTS AND TRAINING

15.1 The Mandatary, appointed as an Implementing Agent shall appoint competent persons as envisaged in Section 16(2) of the OHS Act. These appointees must be trained on all occupational health and safety matters, and the OHS Act provisions that apply to the work that is to be performed under their responsibility. Copies of any appointments made by the Mandatary (Implementing agent) shall be made available to the Employer upon the Employer's request;

15.2 The Mandatary / Principal Contractor/ Contractor warrants that he has familiarized himself with the hazards associated with the work being carried out on its premises and/or sites. The Mandatary / Principal Contractor/ Contractor shall further ensure that the Employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the





premises and/or sites. Without derogating from the afore going, the Mandatary / Principal Contractor / Contractor shall, in particular, ensure that all his users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.

15.3 Mandatary / Principal Contractor / Contractor shall avail employees / participants to training programmes offered by the Employer for occupational competency and personal development purposes;

15.4 Notwithstanding the provisions of the above, the Mandatary / Principal Contractor / Contractor shall ensure that he, his appointed responsible persons and Employees are at all times familiar with the provisions of the OHS Act as well as the Employer's Operational Standards and Procedures, and that they comply with the provisions;

15.5 The contents and syllabi of all training required by the Act and Regulations including any other related or relevant training as required by the Employer's Operational Standards and Procedures must be included in the Mandatary / Principal Contractor / Contractor Health and Safety Plan and Health and Safety File;

15.6 All employees of the Mandatary / Principal Contractor / Contractor must be in possession of proof of **General Induction training**.

15.7 All employees of the Mandatary / Principal Contractor / Contractor must be in possession of **Site-Specific Occupational Health and Safety Induction** or other qualifying training.

## 15.2 OTHER TRAINING

15.2.1 All operators, drivers and users of vehicles, mobile plant and other equipment must be in possession of valid proof of training.

15.2.2 All employees in jobs requiring training in terms of the Act and Regulations and the Employer's Operational Standards and Procedures must be in possession of valid proof of training.





## 16. SUPERVISION, DISCIPLINE AND REPORTING

16.1 The Mandatary / Principal Contractor / Contractor shall ensure that where applicable all work performed on the Premises and/or sites is done under strict supervision, and that no unsafe or unhealthy work practices are permitted. Discipline regarding non-compliance with health and safety matters shall be strictly enforced against any of its Employees;

16.2 The Mandatary / Principal Contractor / Contractor shall further ensure that the Employees report to him all unsafe or unhealthy work situations immediately after they become aware of it, and that he in turn immediately reports these in writing, to the Employer.

## 17. ACCESS TO THE OHS-ACT

The Mandatary / Principal Contractor / Contractor shall have an updated copy of the OHS Act available and accessible to his appointed Responsible Persons and Employees, save that the parties may make arrangements for the Mandatary / Principal Contractor / Contractor and his Responsible Persons to have access to the Employer's copies of the said Act.

## 18. CO-OPERATION

18.1 The Mandatary / Principal Contractor / Contractor and/or its Responsible Persons and Employees shall provide full co-operation and information if and when the Employer or his representative inquiries into occupational health and safety issues concerning the Mandatary / Principal Contractor / Contractor. It is hereby recorded that the Employer and his representative shall at all times be entitled to make such inquiry;

18.2 Without derogating from the generality of the above, the Mandatary / Principal Contractor / Contractor and his responsible persons shall make available to the Employer and his representative, on request, all checklists and inspection registers required by the relevant Occupational Health and Safety Laws be kept by him in respect of any of his materials, machinery or equipment.





## 19. WORK OPERATION STANDARDS AND PROCEDURES (HIRA)

19.1 The Mandatary / Principal Contractor / Contractor shall ensure that a risk assessment is carried out on the site where work is to be performed. Risk Assessments, Safe work practices and procedures must be developed in accordance with the Employer's Operational Standards and Procedures and be in place to address this risk;

19.2 The Mandatary / Principal Contractor / Contractor must, as a minimum requirement, have regard to and apply any applicable operation standards and procedures, guidelines and other documentation previously used by the Employer as a basis for prescribing the safe work procedures and practices for the employees, however, the Mandatary / Principal Contractor / Contractor shall, at all times, be responsible for ensuring compliance with the OHS Act, including ensuring that it has adequate safe work procedures in place. The Mandatary / Principal Contractor / Contractor shall ensure that the Employees are made conversant and comply with the content of the safe work procedures and practices.

## 20. HEALTH AND SAFETY MEETINGS

20.1 The Mandatory shall establish his own health and safety committee(s). Health and Safety (OHS) Committees shall be held in accordance with the Employers OHS Operational Standards and Procedures;

20.2 OHS Committees shall consist of designated OHS Representatives together with a number of Employers Representatives appointed as per Section 19(3) that are not allowed to exceed the number of SHE Representatives on the committee. The persons nominated on an OHS Committee must be designated in writing for such period as may be determined by Mandatory;

20.3 The OHS Committee may co-opt advisory (temporary) members and determine the procedures of the meetings including the chairmanship;

14.4 The Mandatary / Principal Contractor / Contractor shall have a representative on the Project and/or Regional Occupational Health and Safety Committee of the Employer;





14.5 The OHS Committee must meet minimum monthly and consider, at least, the following Agenda for the meeting.

***Agenda*:**

1. Opening and determining of chairmanship (only when necessary)
2. Minutes of Previous Minutes
3. Observations
4. Program and Safety considerations
5. Hygiene
6. Housekeeping improvement
7. Incidents & Accidents / Injuries
8. Registers:

8.1 SHE Rep. Inspections
8.2 Matters of First Aid
8.3 Scaffolding
8.4 Ladders
8.5 Excavations
8.6 Portable Electric Equipment
8.7 Fire Equipment
8.8 Explosive Power Tools
8.9 Power Hand tools
8.10 Incident Report Investigation
8.11 Pressure Vessels
8.12 Personal Protective Equipment

9. Safety performance Evaluations
10. Education & Safety promotion program
11. First Aid Officials and training in First Aid
12. Demarcation of work- /hazardous-/safe areas/walkways
13. Posters and signage
14. Environmental preservation and conservation
15. Specific training programmes
16. Operational Standards and Procedures
17. General
18. Date of Next Meeting





19. Closing

## 21. COMMUNICATION AND LIAISON

21.1 OHS Liaison between the Employer, the Mandatary, the Principal Contractor, the other Contractors, and other concerned parties shall be through the OHS Committee as per the procedures determined by the OHS Committee;

21.2 In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises;

21.4 Consultation with the workforce on OHS matters will be through their Supervisors and OHS Representatives;

## 22. COMPENSATION REGISTRATION AS OUTLINED IN THE EPWP MINISTERIAL DETERMINATION

22.1 The Mandatary, appointed as an Implementing Agent shall arrange for all persons employed on the project to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993;

22.3 A Mandatary / Principal Contractor / Contractor must report any work-related injury or occupational disease to their employer. Submission of all forms shall in compliance with the Employers Compensation of Occupational Injury and Diseases (COID) Procedures manual;

22.4 The employer must report the accident or disease to the Compensation Commissioner.

## 23. MEDICAL EXAMINATIONS AND OCCUPATIONAL HEALTH AND HYGIENE (if applicable)

23.1 The Mandatary / Principal Contractor / Contractor shall ensure that all the employees undergo the Employers Medical Surveillance Program as prescribed in the Employers Operation Standards and Procedures where their working environment necessitates this and also to ensure that employees are medically fit for the purposes of the work they are to perform;





23.2 The Mandatary / Principal Contractor / Contractor shall be responsible for the medical welfare of its own and sub-Mandatary / sub - Contractor personnel and shall provide health certificates of Employees and Sub Mandatory to the Employer when so requested;

23.3 The Mandatary / Principal Contractor / Contractor shall adhere to all applicable Regulations or the Employer's guidelines for medical surveillance and operational hygiene monitoring;

23.4 If separate accommodation for Mandatary / Principal Contractor / Contractor personnel is provided (e.g. tents for camping), the Mandatary / Principal Contractor / Contractor shall comply with the relevant OHS Operational Standards for: sanitation, sewage, hygiene, water supply, sleeping quarters, food establishments, and laundry and garbage disposal;

23.5 All employees must eat meals in designated areas only. The storage or eating of food in work areas is strictly prohibited.

## 24. INCIDENT REPORTING AND INVESTIGATION (where applicable)

24.1 Incidents as described in terms of Section 24 of the OHS Act shall be reported by the Mandatary / Principal Contractor / Contractor to the Department of Labour and to the Employer. The Employer shall further be provided with copies of any written documentation as per the Employer's OHS Operational Standards and Procedures (Incident Investigation and Non-Compliance Procedure) relating to any incident;

24.2 Notwithstanding the requirements of Section 24 of the Act, ALL incidents shall be investigated and reported on in writing, as per the Employer's OHS Operational Standards and Procedures (Incident Investigation and Non-Compliance Procedure);

24.3 The Employer retains an interest in the notification of any incident as described above, as well as in any formal investigation and/or inquiry conducted in terms of Section 32 of the OHS Act into such incident;





24.4 Any incident, condition or act that could or could have caused injury, damage or loss or affect the environment must be reported to the Employer's Regional Safety, Health and Environmental Officers or to such a person in the Employer as may be designated in writing to the Mandatary / Principal Contractor / Contractor;

24.5 The Mandatary / Principal Contractor / Contractor is responsible to oversee the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to receive first aid or be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9);

24.6 The Mandatary / Principal Contractor / Contractor is responsible for the investigation of all road traffic accidents relating to the operations and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Mandatary / Principal Contractor / Contractor is required to maintain an acceptable disabling incident frequency rate (DIFR) of less than 0.5 and report on this to the Client and/or its Agent on its behalf on a monthly basis.

## 25. SECURITY AND ACCESS

25.1 The Mandatary / Principal Contractor/ Contractor and its employees shall only access and exit the Premises and/or Sites of Private Landowners through the main gate(s) designated by the Employer;

25.2 The Mandatary / Principal Contractor / Contractor shall ensure that the Employees observe the security rules of the Employer at all times and shall not permit any person who is not directly associated with the work from entering the Premises and/or Site;

25.3 The Mandatary / Principal Contractor / Contractor and the Employees shall not enter into any area of the Premises and/or Site which is not directly associated with the work;

25.4 The Mandatary / Principal Contractor / Contractor shall ensure that all materials, machinery or equipment brought by it onto the Premises and/or Site are registered at the main gate(s). A failure to do this may result in a refusal by the Landowner to allow the materials, machinery or equipment to be removed from the Premises and/or Site;





25.5 The Mandatary / Principal Contractor / Contractor shall submit to the Employer, for approval, all the names of each proposed Employee prior to such Employee entering the Premises and/or Site.

## 26. RIGHT OF ACCESS

26.1 The Employer may refuse access to a work site by any one of the Mandatary / Principal Contractor / Contractor personnel who has proven by his / her action to have a disregard for any of the relevant health and safety requirements. Such action by the Employer shall not result in any claims on the Employer by the Mandatary / Principal Contractor / Contractor;

26.2 Such actions refer to in clause 20.1 includes but are not limited to:

27.2.1 Possession of illegal drugs, liquor or other intoxicating substances on the premises;

27.2.2 Intoxication, and/or consumption of an intoxicating substance;

27.2.3. Unauthorised possession of Employer property;

27.2.4.Fighting/assault;

27.2.5. Possession of dangerous weapons;

27.2.6. Violation of health and safety rules.

26.3 Any person required to take medication shall notify the relevant person responsible thereof, as well as the potential side effects of the medication.

## 27. FIRE PRECAUTIONS AND FACILITIES

27.1 The Mandatary / Principal Contractor / Contractor shall ensure that an adequate supply of fire protection and first aid facilities is provided as indicated in the OHS Operational Standards and Procedures for the work to be performed on the Premises and/or site.





The parties may mutually make arrangements for the provision of such facilities, subject to such arrangements being recorded in writing by the parties thereto;

27.2 The Mandatary / Principal Contractor / Contractor shall further ensure that the Employees are familiar with fire precautions at the Premises and/or site, which include the contingency plan and emergency exits and that such precautions are adhered to.

## 28. HYGIENE AND CLEANLINESS

The Mandatary / Principal Contractor / Contractor shall ensure that the area where the work is performed is at all times maintained to reasonably practicable levels of hygiene and that they maintain the surrounding area of the work site to a reasonably practicable level of cleanliness. In this regard, no loose materials shall be left lying unnecessarily, and the work site shall be cleared of waste materials regularly and on completion of any work performed by the Mandatary / Principal Contractor / Contractor and the employees.

## 29. NO NUISANCE

The Mandatary / Principal Contractor / Contractor shall ensure that neither he nor the employees undertake any activity which may cause environmental impairment, nor constitute any form of nuisance to the Employer and/or his surroundings. This relates to the following:

## 30. PERSONAL PROTECTIVE EQUIPMENT

30.1 The Mandatary / Principal Contractor / Contractor shall ensure that his Responsible Persons and the employees are provided with and at all relevant times wear adequate personal protective equipment (PPE) for the work they perform, and in accordance with the requirements of General Safety Regulation 2(1) of the OHS Act as well as Employers OHS Operational Standards and Procedures;

30.2 The Mandatary / Principal Contractor / Contractor shall provide adequate and appropriate first aid equipment and other safety equipment of an approved type and quantity, as may be specified (or expected in accordance with good working practice) and shall maintain this equipment in a professional manner as dictated by legal and OHS Operational Standards and Procedures. In addition, the Mandatary / Principal Contractor / Contractor shall keep up-to-date records of all said equipment. Furthermore:





32.2.1. The Mandatary / Principal Contractor / Contractor shall ensure that all contract personnel under his supervision have been trained in the proper use, maintenance and limitations of safety equipment;

32.2.2 Free access by all persons to all fire extinguishing/beaters and safety equipment must be maintained at all times;

32.2.3 The Responsible Person must not require or permit a contract employee to work unless the required safety equipment is used and in good order.

30.3 The Mandatary / Principal Contractor shall supply its personnel and sub-Mandatary / sub – Contractor's personnel with adequate protective clothing and equipment as required in connection with the safe performance of the work. The personal protective clothing and other protective equipment shall be maintained in good condition and shall be worn on all relevant occasions as indicated by notices, instructions, work permits, safety regulations and good practice (OHS Operational Standards and Procedures).

30.3.1 Only SANS-approved safety shoes with steel toe or PVC molded cap must be worn in operating and construction areas;

30.3.2 Safety hats are to be worn in demarcated areas and all sites where there is a possibility of head injuries;

30.3.3 Gloves of a type approved, must be worn whenever handling hazardous chemical substances, or if there is a possibility of cutting the skin when abrasive or sharp materials are being man – handled;

30.3.4 Hearing protection of a type approved, must be worn when working with machinery that generates noise above 85dB (A);

30.3.5 Safety glasses and face shields must be worn when involved in a concussive or abrasive operation likely to cause flying debris, or when decanting or handling hazardous chemicals;

30.3.6 The Mandatary / Principal Contractor / Contractor must ensure that employees are familiar with the operation and application of respiratory





apparatus like dust masks for dusty areas and self - contained breathing apparatus for toxic environments;

30.3.7 Sand blasting, grinding and disc cutting operations, should preferably be done using equipment and/or procedures that do not produce dust. In cases where this is not possible, SANS-approved respiratory equipment must be worn and the area must be enclosed to contain dust generation to a minimum;

30.3.8 Safety harnesses and all required rope access and fall arrest safety equipment shall be used to secure workers involved with high altitude work or when working at elevated heights (3 meters) and where falling from such heights is not protected by any other means;

30.3.9 The wearing of loose over-clothes, sandals and/or shorts on work sites is prohibited.

## 31. TRANSPORT, PLANT, MACHINERY AND EQUIPMENT

31.1 The Mandatary / Principal Contractor / Contractor shall ensure that all the plant, machinery, equipment and/or vehicles he may wish to utilize on the Premises and/or site is/are at all times of sound order and fit for the purpose for which it is intended, and that it complies with the relevant legislative requirements as well as the Employer's OHS Operational Standards and Procedures;

31.2 In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatary / Principal Contractor / Contractor hereby assumes the liability, for taking the necessary steps to ensure that any article or substance that is erected or installed at the Premises and/or site, and which the Mandatary / Principal Contractor / Contractor uses at work complies with all the prescribed requirements and will be safe and without risks to health when properly used;

31.3 The Mandatary / Principal Contractor / Contractor must ensure that all equipment, machines, instruments and tools used by the Mandatary / Principal Contractor / Contractor's personnel on a work site are maintained in a good, safe working order and suitable for the work to be performed and all personnel handling and/or operating same as adequately and appropriately trained to do so;





31.4 Mandatary / Principal Contractor / Contractor shall not allow unauthorized, untrained or unlicensed operators to operate equipment or vehicles on the Employers premises and/or work sites;

31.5 No Mandatary / Principal Contractor / Contractor vehicle, equipment or machine will be permitted onto the site unless:

31.5.1 Such vehicle is in a roadworthy condition, and in the case of equipment and machines, has been inspected and approved by the Mandatary / Principal Contractor / Contractor's Responsible Person;

31.5.2 Mandatary / Principal Contractor / Contractor machines and equipment must display suitable identification, stating a re-inspection date. Mandatary / Principal Contractor / Contractors may be required to remove machines or equipment without valid identification from the site;

31.5.3 Mandatary / Principal Contractor / Contractor vehicles, equipment and machinery are subject to a visual road worthy check and/ or a safety inspection by the Employer's Health and Safety Personnel or Project Manager;

31.5.4 All drivers must hold and be able to produce a valid driver's license as well as Professional Drivers Permit, verified through ENatis;

31.5.5 The Mandatary / Principal Contractor/ Contractor shall ensure that all road vehicles used on the Premises and/or site are in a roadworthy condition, are licensed, have an Employer authorization disk and are insured;

31.5.6 Maximum speed limit on gravel roads is 40km/h, unless otherwise indicated;

31.5.7 Warning, safety and road signs must always be obeyed;

31.5.8 Overloading of vehicles is not permitted;

31.5.9 People and tools and equipment may not be transported together;





31.5.10 Secured seats separate from tools and equipment must be provided;

31.5.11 In the event that any hazardous substances are to be transported on the Premises and/or site, the Mandatary / Principal Contractor / Contractor shall ensure that the requirements of the Hazardous Chemical Substances Act, Act 15 of 1973, the National Road Traffic Act, Act 93 of 1996, as well as the OHS Operational Standards and Procedures are complied with at all times;

31.5.12 Reckless driving or non-observance of these instructions may be cause for the withdrawal of the authorization of the driver to operate the vehicle;

31.5.13 The occupants of vehicles, including journeys to and from work sites, must wear seat belts where fitted to any vehicle as a local legislative requirement;

## 32. EMERGENCY PREPAREDNESS AND RESPONSE

32.1 The Mandatary / Principal Contractor / Contractor will be responsible for the compilation, implementation and updating of the Emergency Evacuation Site Plan for their respective work site operations;

32.2. Each applicable work site, as identified should have supplement relevant emergency plans detailing:

34.2.1 Major hazards;

34.2.2 Evacuation routes;

34.2.3 Assembly points;

34.2.4 Emergency equipment;

34.2.5 Key personnel and contact details.

32.3 The emergency plan must be communicated as part of induction training and should be visually displayed on site. Each site shall, where applicable:

32.3.1 Make appropriate appointments;

32.3.2 Train personnel;

32.3.3 Have appropriate and adequate emergency equipment available;

32.3.3 Maintain emergency equipment and;

32.3.4 Communicate and maintain up-to-date contact information of all role-players and interested and affected parties.





**33. NO USAGE OF THE EMPLOYER'S EQUIPMENT**

The Mandatary / Principal Contractor / Contractor hereby acknowledges that the Employees shall not be permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Employer has been obtained, in which case, the Mandatary / Principal Contractor / Contractor shall ensure that only those persons authorized to make use of the same, have access thereto; and where applicable, are trained with respect to the safe and effective use of such machinery or equipment.

**34. INDEMNITY BY MANDATARY / PRINCIPAL CONTRACTOR / CONTRACTOR**

Notwithstanding the provisions of this Agreement, or any other contractual relationship as between the Employer and the Mandatary / Principal Contractor / Contractor:

34.1 The Employer shall not be responsible for any loss, damage, injury or death, howsoever caused, to the
Mandatary / Principal Contractor / Contractor or to the employees, and the Mandatary / Principal Contractor / Contractor hereby indemnifies the Employer and holds the Employer harmless against all and any claims, losses, demands, liability, costs and expenses of whatsoever nature, which the Employer may, at any time sustain or incur arising out of the circumstances referred to herein or the performance or execution of the work;

34.2 The Mandatary / Principal Contractor / Contractor hereby assumes liability for any loss or damage which is caused by the Mandatary / Principal Contractor / Contractor's negligence, or through the negligence of any of the employees, and the Mandatary / Principal Contractor / Contractor hereby indemnifies the Employer for such loss or damage, whether caused by the Mandatary / Principal Contractor / Contractor's breach of any of the terms of this Agreement, or by delict;

34.3 The Mandatary / Principal l Contractor / Contractor undertakes to ensure that he carries the appropriate insurance cover, including third party public liability cover, the details of which shall be furnished to the employer on demand by the Employer.

**35. ARRANGEMENTS FOR MONITORING AND REVIEW**

**35.1 Monthly Audit by Client and/or its Agent on its behalf**





The Client and/or its Agent on its behalf will be conducting Periodic Audits at times agreed with the Mandatary / Principal Contractor / Contractor to ensure that the Mandatary / Mandatary / Principal Contractor / Contractor has implemented, is adhering to and is maintaining the agreed and approved OHS Plan.

**35.2 Audits and inspections by Client and/or its Agent on its behalf.**

The Client and/or its Agent on its behalf reserves the right to conduct any other ad hoc audits and inspections as it and/or its Agent on its behalf deem necessary.

A representative of the Mandatary / Principal Contractor / Contractor and the relevant SHE Representative(s) must accompany the Client and/or its Agent on its behalf on all Audits and Inspections and may conduct their own audit/inspection at the same time. Each party (Mandatary / Principal Contractor / Contractor) will, however, take responsibility for the results of his/her own audit/inspection results. The Employer / Client and/or its Agent on its behalf may require to be handed a copy of the minutes of the previous Health and Safety Committee meeting reflecting possible recommendations made by that committee to the Employer for reference purposes.

**36. Reports**

36.1. The Mandatary / Principal Contractor / Contractor shall report all incidents as stipulated in Section 24 of this agreement;

36.2. The Mandatary / Principal Contractor / Contractor is required to provide the Client and/or its Agent on its behalf with copies of all statutory reports required in terms of the Act and the Regulations;

36.3. The Mandatary / Principal Contractor / Contractor is required to provide the Client and/or its Agent on its behalf with a monthly “OHS Management Report”.

**37. Review**

The Mandatary / Principal Contractor / Contractor is to review the Hazard Identification, Risk Assessments and Standard Work Processes / Procedures at each Operational Planning and Progress Report meeting as the work develops and progresses and each time changes are made to the designs, plans and work methods and processes.





The Mandatary / Principal Contractor / Contractor must provide the Client and/or its Agent on its behalf, Contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in the above paragraph.

## 38. COMPULSARY AUDITS

38.1. The Mandatary /Principal Contractor/ Contractor acknowledges and accepts that, for purposes of complying with the Occupational Health and Safety Standard required by the Employer, it would be necessary for the Mandatary / Principal Contractor/ Contractor to adopt and adhere to certain minimum Operational Standards and Procedures;

38.2. For purposes of monitoring the Mandatary / Principal Contractor/ Contractor's adherence to the requirements by the Employer, the Mandatary / Principal Contractor/ Contractor shall allow persons nominated by the Employer to audit the Mandatary / Principal Contractor/ Contractor in relation to:

38.2.1. compliance with the Occupational Health and Safety Act and OHSAS 18001;

38.2.2. compliance with the COID Act;

38.3.3. compliance with Operational Standards and Procedures.

## 39. CLARIFICATION

In the event that the Mandatary / Principal Contractor/ Contractor requires clarification of any of the terms or provisions of this Agreement, it should contact the appropriate and designated representative of the Employer, whose clarification in terms hereof must be in writing.

I, the undersigned hereby acknowledge that I fully understand the contents of this Health and Safety Specification and the consequences of non-compliance.

Signed at: …….. on this …….. day of …… 20….

…… ……..

(Print Name) (Signature)

Name & Signature of Mandatary / Principal Contractor /Contractor / Service Provider

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Name of Institution

Signed: ……

(for and on behalf of the client/agent)

Date: ……..

Place: ……



