



UNIVERSITY OF VENDA

SUPPLY AND INSTALLATION OF THE PERIMETER FENCE (CLEARVU) AT THE UNIVERSITY OF VENDA CAMPUS

BID NO : IN/015/2020

Grading: 6SQ or Higher

University of Venda PRIVATE BAG X5050 THOHOYANDOU LIMPOPO PROVINCE Contact: Name: Mr. CXS Ben-Mazwi Email: xhanti.benmazwi@univen.ac.za			
Bidder:			
CIDB Grading.			
CIDB Registration Number:			
Total of the prices inclusive of value added tax: R			
Amount in words:			
.....			
	B-BBEE status level of contributor	80/20 Number of points	Tick Relevant Box
	1	20	
	2	18	
	3	14	
	4	12	
	5	8	
	6	6	
	7	4	
	8	2	
	Non-compliant contributor	0	
	Maximum point to be allocated	20	

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BID NO: IN/015/2020

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UNIVERSITY OF VENDA

SUPPLY AND INSTALLATION OF THE PERIMETER FENCE (CLEARVIEW) AT THE UNIVERSITY OF VENDA CAMPUS

TENDER NO: IN/015/2020

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T1.1: TENDER NOTICE AND INVITATION TO TENDER



University of Venda

SUPPLY AND INSTALLATION OF THE PERIMETER FENCE (CLEARVIEW) AT THE UNIVERSITY OF VENDA CAMPUS

The University of Venda, Limpopo, invites Tenders for the SUPPLY AND INSTALLATION OF THE PERIMETER FENCE (CLEARVIEW) AT THE UNIVERSITY OF VENDA CAMPUS

Tenderers should have a CIDB contractor grading designation of **Grade 6SQ or Higher**

Tenderers must be registered with the CIDB in a **(SQ) Specialist** class of construction works.

Preferences are offered to Tenderers who have a B-BBEE Status Level of Contribution.

Tender documents can be downloaded from the University website as of the **28 September 2021**.

Bidders must e-mail the proof of payment bearing their company name as reference to xhanti.benmazwi@univen.ac.za when requesting tender document.

Tender documents to be submitted at the tender box situated at the University of Venda Main Entrance Gate.

A non-refundable mandatory tender deposit as per advert is **Payable**, proof of deposit is required on collection of the tender documents.

Account details are as follows:

Bank : ABSA
Account Name : UNIVEN Tender Deposits
Account Number : 1 000 000 538
Reference : 00015615

Administrative, tender document and procurement enquiries can be directed to **Mr CXS Ben-Mazwi** (HOD: Supply Chain Management) at xhanti.benmazwi@univen.ac.za.

The closing time for receipt of tenders is as per the tender advert. No late, faxed or telephonic bids will be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

No enquiries will be entertained after the 13 October 2021 @ 16H30



University of Venda
Creating Future Leaders

University Road, Thohoyandou, Limpopo
Private Bag X5050, Thohoyandou, 0950
Limpopo, South Africa

www.univen.ac.za

INVITATION TO TENDER

BID NO.	PROJECT DESCRIPTION	MIN. REQ.	DEPOSIT	CLOSING DATE
IN/03/2021	NEC3 Framework Contract on Construction of the Simulation Laboratory Building at Univen	CIDB 5GB or higher	R998.00	20/10/2021 at 12h00

COMPULSARY BRIEFING SESSION: 30/09/2021 on provided zoom link at 11h00.
<https://zoom.us/j/91936084980?pwd=MGYraHhVjR6ZlV0c3FFSHJseVhNQTO9>
Meeting ID: 919 3608 4980 Passcode: 495552

No enquiries will be entertained after 12/10/2021 at 16h30

IN/07/2021	Renovation and Upgrading of Mango Groove Residence at Univen	CIDB 4GB or higher	R474.00	20/10/2021 at 12h00
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COMPULSARY BRIEFING SESSION: 30/09/2021 on provided zoom link at 10h00.
<https://zoom.us/j/95035795968?pwd=SHkvKzJoWV2SytIU0dPTXFnVnd0Zz09>
Meeting ID: 950 3579 5968 Passcode: 509857

No enquiries will be entertained after 12/10/2021 at 16h30

IN/015/2020	Supply and installation of the perimeter fence (Clearvu) at Univen	CIDB 6SQ or higher	R1377.00	21/10/2021 at 12h00
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COMPULSARY BRIEFING SESSION: 29/09/2021 on provided zoom link at 10h00.
<https://zoom.us/j/99003124851?pwd=aUfNMXkzaCsrSkIrMONNzR4UFFTz09>
Meeting ID: 990 0312 4851 Passcode: 623198

No enquiries will be entertained after 13/10/2021 at 16h30

IN/022/2020	Water upgrade phase 2 at Univen (including installation of tanks per student residence)	CIDB 4CE or higher	R998.00	21/10/2021 at 12h00
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COMPULSARY BRIEFING SESSION: 29/09/2021 on provided zoom link at 11h00.
<https://zoom.us/j/95074484408?pwd=QUEzMTBPSHRKRitVZDJ1ckRQQUc2QT09>
Meeting ID: 950 7448 4408 Passcode: 301107

No enquiries will be entertained after 13/10/2021 at 16h30

Tender documents are downloadable at www.univen.ac.za from 28 September 2021. A non-refundable tender deposit is a mandatory requirement and deposit slip must be attached with the tender document. **Banking details:** are ABSA Bank, Branch Code 632005, Account number 1000000538, with beneficiary reference number 00015615 and company name. **Tender opening registers will be uploaded on the University website.**

Bids sealed in an envelope clearly indicating the bid number and the project name should be deposited in the **tender box located at the University of Venda main gate** not later than 12h00 midday.

Univen discloses to bidders that all contracts shall be rotated amongst suppliers. Univen is not compelled to accept the lowest or any bid. No late, faxed, or telephonic bids will be accepted. Bids submitted shall remain valid for a period of 120 (One hundred and twenty) days after the closing date.

Administrative, procurement and technical enquiries can be directed to Mr CXS Ben-Mazwi (HOD: Supply Chain Management) at xhanti.benmazwi@univen.ac.za.

The tender box is visibly located at the Main Gate entrance.

Creating future leaders

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SUPPLY AND INSTALLATION OF THE PERIMETER FENCE (CLEARVIEW) AT THE UNIVERSITY OF VENDA CAMPUS

TENDER NO: IN/015/2020

T1.2: TENDER DATA

This standard is issued in terms of sections 4(f), 5(3)(c) and 5(4)(b) of the Construction Industry Development Board Act 38 of 2000 read with Regulation 24 of the Construction Industry Development Regulations, (as amended) issued in terms of section 33.

The Standard for Uniformity in Construction Procurement was first published in Board Notice 62 of 2004 in Government Gazette No 26427 of 9 June 2004. It was subsequently amended in Board Notice 67 of 2005 in Government Gazette No 27831 of 22 July 2005, Board Notice 99 of 2005 in Government Gazette No 28127 of 14 October 2005, Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006, Board Notice 9 of 2008 in Government Gazette No 30692 of 1 February 2008, Board Notice 11 of 2009 in Government Gazette No 31823 of 30 January 2009, Board Notice 86 of 2010 in Government Gazette No 33239 of 28 May 2010 and Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 and August 2019, Vol. 650 of 2019 in Government Gazette No 42622 of 08 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. In the interpretation of any ambiguity or inconsistency between the Tender Data and the Standard Conditions of Tender, the Tender Data shall have precedence.

Each item of Tender Data given below is cross-referenced to the relevant clause in the standard Conditions of Tender.

Clause number	Tender Data
<u>EMPLOYER</u> C.1.1	<p>The "Employer" for this Contract is: The UNIVERSITY OF VENDA.</p> <p>The Employer's domicilium citandi et executandi (permanent physical business address) is:</p> <p>University of Venda, Main Administration Building, Mphephu drive, Thohoyandou, 0950. Contact Name: Mr. X. Ben-Mazwi Email: xhanti.benmazwi@univen.ac.za</p> <p>The Employer's address for communication relating to this project is: Main Administration Building, Mphephu drive, Thohoyandou, 0950.</p>
<u>TENDER DOCUMENTS</u> C.1.2	<p>"The following documents form part of this Tender:</p> <p><u>TENDER</u></p> <p>Part T1: Tendering Procedures</p> <p>Part T2: Returnable Documents</p> <p><u>CONTRACT</u></p> <p>Part C1: Agreements and Contract Data</p> <p>Part C2: Pricing Data</p> <p>Part C3: Scope of Work</p>

Clause number	Tender Data
	<p>Part C4: Procurement Policy and House Rules</p> <p>Part C5: Site Information</p> <p><u>DRAWINGS</u></p> <p>The book of drawings is attached at the back of this document.</p> <p>The Tender document with the drawings shall be obtained from the Employer stated in the Tender notice, upon payment of the deposit stated.</p>
<p><u>EMPLOYER'S AGENT</u> <u>C1.4</u></p>	<p>Communication and the Employer's agent is:</p> <p>Any enquiry regarding this Tender invitation and specification shall be submitted in writing to xhanti.benmazwi@univen.ac.za with Tender number as reference or subject. Writing shall be in the English language</p>
<p>C.1.5</p>	<p>The Employer's right to accept or reject any Tender offer</p> <ul style="list-style-type: none"> • The Employer reserves the right to award the Tender on the basis of Tenders submitted, or to negotiate a contract price with a particular Tender, alternatively to call for fresh Tenders. • The successful tenderer will be required to allow University personnel to carry out reference checks about his/her performance elsewhere before a tender is awarded. • Univen discloses to Tenderers that all contracts shall have rotation of contracts amongst suppliers • The Employer further reserves the rights to: <ul style="list-style-type: none"> ○ Extend the closing date through the same medium of communication used for invitation ○ Extend Tender validity period before the expiry date of the original validity period. This will be done in writing to all Tenderers. ○ Verify any information contained in the Tender proposal/submission ○ Request any further documentary proof regarding any declaration ○ Award this Tender as a whole or in part ○ Cancel or withdraw this Tender as a whole or in part at any time without giving rise to any Obligation to be responsible for any loss or financial damage which may be incurred or suffered by any Tenderer ○ Reduce or increase the total quantity of items required in the Tender ○ Reject incomplete Tenders; Tenders received late or conditional Tenders. ○ Reject tenders that are in default or found to be listed National list of defaulters.
<p><u>TENDERER'S OBLIGATIONS</u></p> <p><u>Eligibility</u> <u>C.2.1</u></p>	<p>Only those Tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submission, 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 6 SQ or Higher Class of construction work, are eligible to have their Tender evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. Every member of the joint venture is registered with the CIDB; 2. The lead partner has a contractor grading designation in the Grade 6 SQ or Higher class of construction work; or not lower than one level below the required grading designation in the

Clause number	Tender Data
	<p>class of construction works under considerations and possess the required recognition status.</p> <p>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 Grade 6 SQ or Higher class of construction work or value determined in accordance with regulation 25 (1B) OR 25(7A) of the Construction Industry Development Regulations.</p>
<u>Site Visit and Clarification Meeting</u> C.2.7	Refer to the Tender notice
<u>Insurance</u> C.2.9	No insurance cover will be provided by the Employer
C.2.10	<p>Pricing the Tender offer</p> <p>(a) <u>Value Added Tax</u></p> <ul style="list-style-type: none"> • The Valued Added Tax (VAT) rate shall be 15% or as otherwise provided for by legislation. • The successful Tenderer shall be required to produce a VAT invoice that shall only be prepared once measurements and valuations for work done in terms of the contract offer have been agreed with the Employers agent and a certificate of payment issued. • Payment of VAT to non-VAT vendors shall be processed from the month in which the Tenderer's liability with the South African Revenue Services is effective.
C.2.11	<p>Alterations to document</p> <p>A Tender offer shall not be considered if alterations have been made to the forms of Tender data or contract data (unless such alterations have been duly authenticated by the Tenderer) or if any particulars required therein have not been completed in all respects.</p> <p>If the Tenderer considers that any of the Tender documents are deficient in any respect and require clarification, or if any words or figures are indistinct or ambiguous, or should Tenderers have any queries regarding this document they may contact by e-mail only to the Employer indicated in C1.1 above.</p> <p>Telephone discussions shall only be permitted in order to clarify written queries.</p> <p>No unauthorized alteration, addition or note entered by Tenderer in Tender documents shall modify the printed text.</p>
<u>Alternative Tender Offers</u> C. 2.12	No alternative offers will be considered.
<u>Submitting a Tender Offer</u> C2.13	
C.2.13.1	<p><u>Whole of the Works</u></p> <p>Tenderers shall offer to provide for the whole of the Works identified</p>
C.2.13.2	<p><u>Original Tender documents</u></p> <p>The original Tender document, issued to the Tenderer, shall be submitted in its entirety. No copies are required.</p> <p>All returnable documents clearly marked with the Project number and the name of the Tenderer must be in a separate file, clearly indexed and separated by marked sheets.</p>
C.2.13.5	<u>Marking of Tender Submissions</u>

Clause number	Tender Data
	<p>The complete Tender documents shall be enclosed and sealed in a single envelope, marked: “TENDER NO: IN/015/2020: SUPPLY AND INSTALLATION OF THE PERIMETER FENCE (CLEARVIEW) AT THE UNIVERSITY OF VENDA CAMPUS.”</p> <p>The Employer's address for delivery of Tender offers to be shown on each tender submission package is the Tender box located at:</p> <p>University of Venda: Main Entrance Gate, Mphephu drive, Thohoyandou, 0950.</p>
C.2.13.6	<p><u>Two envelope system</u></p> <p>A two-envelope procedure will not be followed</p>
C.2.15	<p><u>Closing Time</u></p> <p>The closing time for submission of Tender Offers is as stated on the Tender notice. No late, faxed or telephonic bids will be accepted.</p> <p>No tender will be considered after the closing date and time.</p>
C.2.16	<p><u>Tender offer validity</u></p> <p>The Tender Offer validity period is 120 (One hundred and twenty days) days from the closing time for submission of Tenders.</p>
C.2.18.1	<p><u>Provide other Material</u></p> <p>Upon request by the Employer, the Tender shall promptly supply any other material that has a bearing on the tender offer, the Tenderer's commercial position (including, where applicable, notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair assessment. Should the Tenderer not provide the information or material called for, by the time for submission stated in the Employer's request, the Employer will regard the tender offer as being non-responsive.</p>
C.2.19	<p><u>Inspections, tests and analysis</u></p> <p>Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.</p>
C.2.22	<p><u>Return of Tender documents</u></p> <p>Not applicable.</p>
C.2.23	<p><u>Certificates</u></p> <p>The Tenderer is required to submit with his Tender an original valid Tax Clearance Certificate issued by the South African Revenue Services ("SARS"), certifying that the Tenderer's taxes are in order. <u>This must be submitted with the Tender in order to be considered. The tenderer must also submit with the Tender a letter of good standing from Compensation Commissioner or FEMA and any other documents mentioned in these Tender data.</u></p>
<u>EMPLOYER'S UNDERTAKING</u>	
C.3.1	<p><u>Respond to clarification</u></p> <p>Enquiries shall only be entertained until 5 working days before the closing date of the tender.</p>
<u>Opening of Tender Submissions</u> C.3.4	<p>Properly sealed Tenders shall be addressed and hand delivered as stated in the Tender advert. Due to Covid 19 regulation there will be no opening of tender to public. Tender opening registers will be uploaded on the Univen website www.univen.ac.za after the closing date the tender.</p>

Clause number	Tender Data
C.3.5	Two-envelope system The two-envelope system will not apply to this Tender
<u>Arithmetical Errors</u> C.3.9.1	Delete paragraphs (b) and (c) of C.3.9.1 and replace with: <ul style="list-style-type: none"> b) If bills of quantities (or schedule of quantities or schedule of rates) 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. c) Where there is an error in addition, either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, such error will be corrected by the Employer in determining the Contract Price. d) The Contract Price for the completed Contract shall be computed from the actual quantities of authorized work done and compliant with the Contract Data, valued at rates contracted against the respective items in the bill of quantities, schedule of Quantities or schedule of rates and shall include such authorized Provisional Sums and items of extra work as have become payable in terms of the Contract Data.
C.3.11	<p><u>Evaluation of Tender Offers</u></p> <p>Tenders will be evaluated on quality, price and preference It is important that the relevant information is included to enable the Tender to be evaluated in accordance with the procedure outlined below. All information must be submitted in a separate file. Tampering with the original Tender document will render the Tender non-responsive. Failure to comply with the requirements will result in the Tender being disqualified.</p> <p>The Tender evaluation will be conducted as follows:</p> <p>1(a) First (Administrative/ Mandatory Requirements) Tenderers will be checked for compliance with Tender conditions and administrative responsiveness. Non-compliance with any of the requirements will render the Tender non- responsive and it will not be carried forward to the next stage. (refer to 2(a) in the Page that follows).</p> <p>1(b) Second (Functionality) The Tenderer's experience, staffing and methodology will be evaluated. Each Tender will be assessed and awarded points for Functionality. Failure to achieve 70 percent out of the 100 percent for Functionality will render the tender non-responsive.</p> <p>Only Tenderers that score the specified minimum number of percentage points for Functionality will be deemed to be acceptable and carried forward to the next stage. The rest will be disqualified. The points for functionality will not be carried forward to the remainder of the evaluation. (refer to 2(b) in the page that follows).</p> <p>1(c) Third Points will be calculated for price on the relevant prices in accordance with the preference point system, 80/20. (refer to 2(c) in the page that follows).</p> <p>1(d) Fourth Points for BBEE will be awarded in accordance with the status level of contribution. refer to 2(d) in the page that follows).</p>

Clause number	Tender Data
	<p>1(e) Final</p> <p>The Tenderer will be awarded to the short-listed Tenderer who has scored the highest points for price, Quality/Functionality and BBBEE status. However, the highest Tenderer would not necessarily have to be appointed by Univen and Univen as such reserves the right to appoint any or no one at all. Refer to (2e) in the page that follows)</p> <p>2(a) Compliance with Tender Conditions and other Requirements</p> <p>The Tenderer will be checked to ensure that they comply with the Tender Conditions and all other requirements of the project document. In particular, the following Mandatory documentation must be included in the Tender:</p> <ul style="list-style-type: none"> ○ Record of Addenda to tender documents (If Applicable) ○ Compulsory Supplier Questionnaire - Contractors ○ Certificate of Authority for Signature (Board Resolution letter or Proxy letter) ○ Certified Copies of Qualifications, ID and CVs of Key Personnel (Contracts Manager, Site Agent, General Foreman and Health and Safety Officer) not older than three (03) Months ○ Proposed Amendments and Qualifications (Where Applicable) ○ Signed Joint Venture Agreement where applicable ○ Copy of proof of registration with the Construction Industry Development Board (CIDB) ○ Certified Company Registration documents and Identity documents of Owners / Directors / Members / Shareholders (Certified Copies not older than three (03) months ○ Audited Annual Financial Statements within 12 months of the current year ○ Bank rating letter signed by the bank ○ Valid Tax Clearance Certificate and Pin issued by the South African Revenue Services ○ Copy of COIDA (Compensation for Occupational Injuries and Diseases) registration certificate, e.g. Letter of Good Standing ○ Preference claim form in terms of preferential procurement regulation 2017 (SBD6.1) ○ Contractor's Health and Safety Declaration ○ Original Receipt as Proof of Valid Certificate for Purchasing the Tender Document ○ Signed declaration of interest (Conflict of Interest) ○ Initial all pages of tender document ○ Complete and Sign all relevant pages <p>Failure to comply with the Tender Conditions or to supply the necessary information at Tender closure <u>WILL</u> result in the Tender being rejected. Non submission of any of the forms listed above will result in the Tender being rejected as non-responsive.</p> <p>2(b) Second Stage in Evaluation: Quality or Functionality: Points System</p> <p>A brief description of the scoring system is given below. A tabulated score sheet which will be used in the evaluation is as shown below.</p> <p>The tenderer must be able to demonstrate that he understands the project and the various tasks required. Innovative solutions will be viewed favorably. For a definition of all terms, refer to Scope of Works. Tenderers' submissions will be evaluated based on compliance with the following criteria to determine the responsiveness to the Tender requirements:</p> <ol style="list-style-type: none"> I. Organogram and CV's for key personnel II. Project Programme, indicating the work to be done, how it will be executed and managed. It is a requirement that the same personnel provided during tender stage be provided during construction. Where the identified personnel are no longer in the employ of the tenderer, University of Venda reserves the right to request personnel with similar experience or more. In case of failure to provide, University of Venda reserves the right to terminate the contract. III. Capability statement of the company with regard to this type of work in general, and the specifications of this Tender in particular. Provide project descriptions of similar completed projects, highlighting similarities between the completed projects and the specifications of this project. Highlight experience with similar projects in South Africa for similar Water authorities in the past 5 years. Provide contact details of employers for these projects. Points will be awarded for each project completed that is at least one grading lower than the CIDB grading called for

Clause number	Tender Data																																																																																										
	<p>this project. Only reference letter in the letter head of the institution providing reference will be accepted.</p> <p>IV. Plant and equipment: Indicate own and hired equipment, clearly indicating equipment to be used specifically for this project.</p> <p>It is important that the tenderer provides information as requested as this information will be used for functionality in which a minimum of 70 percent must be scored to move to the next stage of evaluation. The scoring will be according to the table below:</p>																																																																																										
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Clause number	Tender Data		
	Construction Manager		
	No relevant Qualification		0
	Technical Certificate (N6 Civil Engineering)		5
	National Diploma in Civil Engineering or Higher with no professional registration		10
	National Diploma in Civil Engineering with professional registration (Pr. Techni)		15
		SUB TOTAL	50
	Available Plant <i>(Registration documents of Plant or Letter of intent to rent out relevant Plant from a reputable Plant Hire Company)</i>	Number of Relevant plant available	Maximum number of points
	1. TLB (x1)	Less than 1 relevant plant available	0
	2. 1 Ton Bakkie (x1)	1 to 4 relevant plant Available	4
	3 10 ton Truck (x1)	5 to 6 relevant plant Available	8
	4. Jack Hammer (x 3)	7 relevant plant available	10
	5 Drill (x 3)		
		SUB TOTAL	10
	Programme of Works		Maximum number of points
	Rational with relevant activities with clear Milestones		5
	Cashflow projections follow a typical Construction Project		5
		SUB TOTAL	10
		TOTAL	100
<p>2(c) Fourth Stage in Evaluation: Price</p> <p>The following must be completed in full</p> <ul style="list-style-type: none"> * The pricing schedules * The form of offer. No alterations, subtractions or additions may be made to the items in the pricing schedule. All items must be priced or calculated. <p>A total of 80 points will be awarded to the Tender with the lowest balanced price. The other Tenderers will be awarded points based on the ratio of the price under consideration to the lowest price.</p> $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p>where</p> <p>Ps = Points scored for comparative price of Tender under consideration</p> <p>Pt = Comparative price of Tender under consideration</p> <p>P_{min} = Comparative price of lowest acceptable Tender</p> <p>2(d) Fifth Stage in Evaluation: BBBEE (Ph)</p> <p>The Tenderers will then be evaluated in terms of the Construction industry scorecard and the PPPFA regulation 40553 issued on 20 January 2017 with the values of Ph indicated as the number of points shown below.</p> <p>FOR BEE EVALUATION: Kindly complete and sign the SBD.6.1 and attach ORIGINAL or CERTIFIED BBBEE certificates or the sworn affidavit.</p>			

Clause number	Tender Data																				
	<table border="1"> <thead> <tr> <th>B-BBEE Status Level of Contributor</th><th>Number of points (80/20 system)</th></tr> </thead> <tbody> <tr><td>1</td><td>20</td></tr> <tr><td>2</td><td>18</td></tr> <tr><td>3</td><td>14</td></tr> <tr><td>4</td><td>12</td></tr> <tr><td>5</td><td>8</td></tr> <tr><td>6</td><td>6</td></tr> <tr><td>7</td><td>4</td></tr> <tr><td>8</td><td>2</td></tr> <tr><td>Non-compliant contributor</td><td>0</td></tr> </tbody> </table> <p>Tenderers shall provide a certified copy of their B-BBEE certificate to facilitate evaluation (Certificate copies of consolidated B-BBEE certificate in case of JV).</p> <p>2(e) Final Stage in Evaluation: Calculation of Final Total Points (Financial offer, Quality and Preference)</p> <p>The final score or final total points for each tender will be calculated by adding the scores from the calculations using the formula below.</p> $W_m = W_3 \times \frac{(1+(S-S_m))}{S_m}$ <p>where</p> <p>W_3 = the number of tender evaluation points for quality and financial offer and equals 80</p> <p>S = the sum of score for quality and financial offer of the submission under consideration</p> <p>S_m = sum of the score for quality and financial offer of the submission scoring the highest number of points</p> <p>Formula for combining quality and financial offer</p> $T_{EV} = N_{FO} + N_P$ <p>where</p> <p>N_{FO} = the number of tender evaluation points awarded for the financial offer</p> <p>N_P = is the number of tender evaluation points awarded for preferences claimed</p>	B-BBEE Status Level of Contributor	Number of points (80/20 system)	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-compliant contributor	0
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<u>ACCEPTANCE OF TENDER OFFER</u> C.3.13	<p>Tender offers will only be accepted on condition that:</p> <ul style="list-style-type: none"> a) Tenderers have met all Tender conditions and administrative responsiveness requirements. (Refer Clause C3.11 2(a).) b) tenderer has obtained at least sixty (70) percentage points for Functionality. (refer to Clause C3.11. 2(b)) c) Parties to the Contract (i.e., Employer and the tenderer) agreeing on mutually acceptable contractual terms and conditions failure which the Employer reserves the right to appoint an alternative tender. 																				
<u>PROVIDE COPIES OF THE CONTRACT DOCUMENT</u> C.3.17	<p>The number of paper copies of the signed Contract to be provided by the Employer to the successful Tender is one</p>																				

Clause number	Tender Data
FTM Special No.1 SMME's:	It is a requirement of this contract that participation in the contract must be granted to local SMME companies . Local is defined as "having their head office within the Limpopo Province boundaries Starting from Thulamela, followed by Vhembe District Municipality and the Provincial". A SMME company should be a registered company, but not necessarily be registered with CIDB, although it is preferred. The minimum target for participation is fifteen percent (15%) of the total contract value. This can be achieved through either one or more sub-contractors.
FTM Special No.2 Labour Content:	The minimum Labour content for this project shall be 10% OF THE CONTRACT VALUE.

I/We acknowledge that I/we am/are fully acquainted with the contents of the Condition of Tender and that I/we accept the conditions in all respects.

I/We further confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our Tender; that the amount(s) and rate(s) quoted cover all the work item(s) specified in the Tender documents and that the amount(s) and rate(s) cover all my/our obligations under resulting Contract and that I/we accept that any mistakes regarding amount(s) and calculations will be at my/our risk.

I/We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from acceptance of my/our Tender and that I/we elect domicilium citandi executandi in the Republic at:

.....
Company Name

Date **Signature(s) of Tenderer(s).....**

NB - If one person is authorized to sign the Tender on behalf of a company or partnership a written authority to do so must accompany the Tender.

SUPPLY AND INSTALLATION OF THE PERIMETER FENCE (CLEARVIEW) AT THE UNIVERSITY OF VENDA CAMPUS

TENDER NO: IN/015/2020

T1.3: STANDARD CONDITIONS OF TENDER

(As contained in Annexure C of the CIDB Standard for Uniformity in Construction Procurement)

C.1 General

C.1.1 Actions

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

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

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

- b) comparative offer means the price after the factors of a non-firm price and all unconditional discounts it can be 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 complies with requirements.

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least 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.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

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

- C.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- C.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
- C.2.14 Information and data to be completed in all respects**
Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.
- C.2.15 Closing time**
- C.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- C.2.16 Tender offer validity**
- C.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- C.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- C.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
- C.2.16.4** Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".
- C.2.17 Clarification of tender offer after submission**
Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
- Note:** Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.
- C.2.18 Provide other material**
- C.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to 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 persons upon request.

C.3.5 Two-envelope system

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

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

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Quantitative 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 persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

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

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

SUPPLY AND INSTALLATION OF THE PERIMETER FENCE (CLEARVIEW) AT
THE UNIVERSITY OF VENDA CAMPUS

TENDER NO: IN/015/2020

PART T2: RETURNABLE SCHEDULES

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T2.1: LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following returnable documents:

1. Returnable Schedules required only for Tender evaluation purposes

- A. Record of Addenda to Tender Documents
- B. Certificate of attendance at a tender site meeting
- C. Compulsory Supplier Questionnaire - Contractors
- D. Certificate of Authority for Signature
- E. Schedule of Plant and Equipment
- F. Schedule of Tenderers Similar References
- G. Schedule of Subcontractors
- H. Certified Qualifications, ID Copies and CVs of Key Personnel (Contracts Manager, Site Agent, General Foreman and Health and Safety Officer)
- I. Preliminary Construction Programme (in acceptable programme software, e.g. MS Projects, CCS)
- J. Proposed Amendments and Qualifications (Where applicable)
- K. Signed Joint Venture Agreement where applicable
- L. Copy of proof of registration with the Construction Industry Development Board (CIDB)
- M. Identity documents of Owners / Directors / Members / Shareholders (Certified Copies not older than three (3) months)
- N. Certified copy of contractor Registration for Incorporation or of Company Registration Document
- O. Closed Corporations to attach an Association Agreement
- P. Shareholders' Agreements / Share Certificates / Memorandum of Association for companies
- Q. Tenderer's Financial Standing
- R. Bank rating letter signed by the bank
- S. Valid Tax Clearance Certificate and Pin issued by the South African Revenue Services
- T. Copy of COIDA (Compensation for Occupational Injuries and Diseases) registration certificate, e.g. Letter of Good Standing
- U. Preference Claim Form in Terms of Preferential Procurement Regulation 2017 (SBD6.1)
- V. Contractor's Health and Safety Declaration
- W. Pro Forma Notification Form in Terms of The Occupational Health and Safety Act 1993, Construction Regulations 2014.
- X. Original Receipt as Proof of Valid Certificate for Purchasing the Tender Document
- Y. Conflict of Interest
- Z. B-BBEE Certificate issued by verification agency accredited by SANAS or Certified Accountants (A combined B-BBEE certificate is to be issued in the case of a Joint Venture)

2. Other documents that will be incorporated into the contract

- AA. Priced bill of quantities

3. The offer portions

- Part C1 Agreements and Contract Data
- Part C2 Pricing Data

SUPPLY AND INSTALLATION OF THE PERIMETER FENCE (CLEARVIEW) AT THE UNIVERSITY OF VENDA CAMPUS

TENDER NO: IN/015/2020

T2.2: RETURNABLE SCHEDULES TO BE COMPLETED BY TENDERER

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Tick sheet of returnable schedules: Mandatory

	Tick
Record of Addenda to Tender Documents (If Applicable)	
Certificate of Attendance of Compulsory Briefing (To be provided and kept by the University)	
Compulsory Supplier Questionnaire - Contractors	
Certificate of Authority for Signature (Board Resolution letter or Proxy letter)	
Certified Qualifications, ID Copies and CVs of Key Personnel (Contracts Manager, Site Agent, General Foreman and Health and Safety Officer)	
Proposed Amendments and Qualifications (Where Applicable)	
Signed Joint Venture Agreement where applicable	
Copy of proof of registration with the Construction Industry Development Board (CIDB)	
Identity documents of Owners / Directors / Members / Shareholders (Certified Copies not older than three (3) months	
Certified copy of contractor Registration for Incorporation or of Company Registration Document Closed Corporations to attach an Association Agreement Shareholders' Agreements / Share Certificates / Memorandum of Association for companies	
Audited Annual Financial Statements within 12 months of the current year	
Bank rating letter signed by the bank	
Valid Tax Clearance Certificate and Pin issued by the South African Revenue Services	
Copy of COIDA (Compensation for Occupational Injuries and Diseases) registration certificate, e.g., Letter of Good Standing	
Preferencing Schedule (Direct Preference)	
Contractor's Health and Safety Declaration	
Original Receipt as Proof of Valid Certificate for Purchasing the Tender Document	
Signed declaration of interest (Conflict of Interest)	
Initial all pages of tender document	
Complete and sign all relevant pages	

A. RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this Tender offer, amending the Tender documents, have been taken into account in this Tender offer.

No	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

* Attach additional pages if more space is required.

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

B. CERTIFICATE OF ATTENDANCE AT A TENDER SITE MEETING

Iof..... (Tenderer); Hereby confirm that we will be attending the briefing Session scheduled as per the Closed invitation received by our Company referenced **Tender Number IN/015/2020**

I / We acknowledge that the purpose of the meeting will be to acquaint myself / ourselves with the site works and / or matters incidental to doing the work specified in the Tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the Tender.

Particulars of Nominated person(s) who will be attending the meeting:

Name: Signature:

Capacity:

Name: Signature:

I further confirm that should my/Our Company name be called during the roll call time and none of My/Our representative indicate his/her availability, it will then be regarded that the Company failed to attend to the Compulsory briefing session.

Signature by Company Authorised Rep:Date.....

By signing below, attendance of the above person(s)/Company at the meeting is confirmed by the Employer's representative, namely:

Name: Signature:

Capacity: Date and Time:

C. COMPULSORY SUPPLIER QUESTIONNAIRE – CONTRACTORS

All supplier information will be treated strictly confidential.

NOTE:

- a) The information required is mandatory.
- b) University of Venda reserves the right to conduct audits and investigations on any applicant or information supplied in this questionnaire.

BLACK ENTERPRISES

The following is a guide on how University of Venda defines Black Enterprise Companies:

Definition:

‘Black’ means South African citizens who are Black, Indian or Coloured persons and EXCLUDES individuals belonging to such communities from any other country.

Black Women-owned Enterprises (BWO):

- At least 50% of the voting shares or interests are held and controlled by Black Women, and
- Black Women have contributed at least 50% of the required capital, and
- Black Women in the enterprise have not been given voting shares or interest just to capture or retain contracts, and
- Black Women participate in the day-to-day management and decision making of the enterprise. They necessarily have the aptitude and potential to understand all issues involved in the running of the enterprise including knowledge of the product and market within which their enterprise operates.
- In a joint venture, skill must be transferable to the Black Women entrepreneur, which means that the Black Women entrepreneur must have the required educational level and/or aptitude.

SECTION A

A1. BUSINESS INFORMATION

Title (Prof. / Dr / Mr. / Mrs. / Ms/) and Surname: _____
(if sole proprietor)

'Trading as' name of business: _____
(Contracts/order will be placed on this name and invoices must reflect it)

Previous name of the business (if applicable) _____

Physical address of business:

Building / complex name: _____

Street name and number: _____

Suburb: _____ City: _____

Code: _____ Country: _____

Postal address of business: (This is the address to which an Invitation to render services and orders/contracts must be sent to)

P O Box / Private Bag: _____ City/Town: _____ Code: _____

Telephone numbers of business: Code: _____ Number: _____

Accounts department (Tel no) Code: _____ Number: _____

Contact person fax number: Code: _____ Number: _____
(Will be used by for electronic faxing of Request for Services, Contracts and Purchase Orders)

Business e-mail: _____

Your own business contact person/marketing representative name and telephone number:

Business registration number (if applicable)

(In case of sole proprietor, please furnish identity number plus certified copy of identity documents)

Tax number of business: (if applicable) _____

VAT Registration number: (if applicable) _____

A2. BANK INFORMATION:

Please attach an original cancelled Cheque or an original bank verification letter.

Bank: _____ Branch code: _____

Branch Location: _____

Account Holder: _____

Bank Account number: _____ Account type: _____

All payments will be made electronically directly to your bank account.

Kindly note that it will be your responsibility to inform the UNIVEN, in writing, of any changes in your banking details.

(Kindly ensure that all the sections below are fully furnished)

SECTION B: EMPOWERMENT

1. EMPLOYMENT EQUITY

B1. MANAGEMENT STRUCTURE			
(Percentage of management on executive level in each of the following groups)			
% Black	% Asian	% Coloured	% White

B2. PERCENTAGE OF TOTAL SHARES OWNED BY EACH OF THE FOLLOWING GROUPS (Attach shareholders' Certificate)			
% Black	% Asian	% Coloured	% White
%	%	%	%
% Black Female	% Asian Female	% Coloured Female	% White Female
%	%	%	%
% Black Disabled	% Asian Disabled	% Coloured Disabled	% White Disabled
%	%	%	%

B3. LIST OF ALL PARTNERS, PROPRIETORS AND SHAREHOLDERS.					
(Attach shareholders' Certificate)					

B4. COMPLETE THE FOLLOWING INFORMATION FOR EACH PARTNER, PROPRIETOR, SHAREHOLDER, DIRECTOR AND OFFICER OF THE FIRM (e.g. Chairman, Secretary, Director, etc.)					
Name	Race	Gender M/F	Disabled Yes/No	% of time devoted to firm	Home Address

(PLEASE ATTACH THE COMPANY'S EMPLOYMENT EQUITY TARGET FOR NEXT FIVE YEARS)

WHAT IS THE FIRM'S AVERAGE ANNUAL TURNOVER (EXCLUDING VAT)?**B5.**

R _____

B6.**IDENTIFY BY NAME, RACE, GENDER, DISABILITY AND LENGTH OF SERVICE, THOSE INDIVIDUALS IN THE FIRM (INCLUDING OWNERS AND NON-OWNERS) RESPONSIBLE FOR DAY-TO-DAY MANAGEMENT AND BUSINESS DECISIONS**

Activity	Name	Race	Gender M/F	Disabled Yes/No	Length of Service (Years)
Financial Decisions					
Cheque Signing					
Acquisition of Lines Credit					
Sureties					
Major Purchase or Acquisitions					
Signing Contracts					
Management Decisions					
Costing					
Marketing and Sales Operations					
Hiring and firing of Management Personnel					
Supervision of Office Personnel					
Supervision of Field / Production Activities					

B7. TOTAL NUMBER OF EMPLOYEES?

Full time	
Part time	

B8. INDICATE COMPANY CIDB RATING: _____

B9. LOCALITY

PLEASE INDICATE WITH (X) AREAS WHERE YOUR BUSINESS CURRENTLY OPERATES/ AREAS OF REPRESENTATION:

Region	Description	HO	Branch	Rep
EC	Eastern Cape			
FS	Free State			
GP	Gauteng			
KZN	KwaZulu Natal			
L	Limpopo			
MP	Gauteng			
NC	Northern Cape			
NW	North West			
WC	Western Cape			

Kindly indicate: Head Office, Branch Office (s) and where represented only.

Please attach proof of residence (levies account, water/lights account, Rates & Taxes account, etc.)

Physical address:	Physical address:
.....
Tel no:.....	Tel no:.....
Fax no:.....	Fax no:.....
PO Box/Private Bag.....	PO Box/Private Bag.....
City:.....	City:.....
Code:.....	Code:.....
Registered Professional name.....	Registered Professional name.....
Physical address:	Physical address:
.....
Tel no:.....	Tel no:.....
Fax no:.....	Fax no:.....
PO Box/Private Bag.....	PO Box/Private Bag.....
City:.....	City:.....
Code:.....	Code:.....
Registered Professional name.....	Registered Professional name.....
Attach list if space provided is inadequate	

SECTION C: CAPACITY

1. CAPACITY AND PAST PERFORMANCE

LIST THE FIVE LARGEST SIMILAR PROJECTS COMPLETED BY YOUR FIRM IN THE LAST FIVE YEARS			
Name of Project Completed	Name of Project Manager & Telephone no.	Name of Client & Telephone no.	Value of Project

C2. LIST THE CURRENT PROJECTS THAT YOUR FIRM IS INVOLVED IN			
Name of Current Project	Name of Project Manager & Telephone no.	Name of Client & Telephone no.	Value of Project

The Tenderer is to specifically complete this form and not refer to any other document.
Failure to complete this form might result in Tender disqualification.

C3. PREVIOUS APPOINTMENTS BY UNIVERSITY OF VENDA

Project/Programme Name	Type of project	Contract period	Contract Value	Financial year	University of Venda Contact Person & Tel no.

C4. DID THE FIRM EXIST UNDER A PREVIOUS NAME? YES / NO

IF YES, WHAT WAS THE NAME:

C4.1 WHO WERE OWNERS/ PARTNERS/ DIRECTORS:

SECTION D: QUALITY

1. TYPE OF BUSINESS

D1. TYPE OF FIRM	(Tick applicable box)
Joint Venture	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
Company	<input type="checkbox"/>
Close Corporation	<input type="checkbox"/>
One Person Business / Sole Trader	<input type="checkbox"/>
Other (specify)	<input type="checkbox"/> <input type="checkbox"/>

D2. PARTICIPATION CAPACITY	(Tick applicable box)
Main Contractor	<input type="checkbox"/>
Sub-Contractor	<input type="checkbox"/>
Specialist Sub-Contractor	<input type="checkbox"/>
Electrical/Mechanical Contractor	<input type="checkbox"/>
Other (specify)	

D3. SERVICE CAPACITY	(Tick applicable box)
Building Construction	<input type="checkbox"/>
Civil Construction	<input type="checkbox"/>
Marine Construction	<input type="checkbox"/>
Electrical Engineering Works	<input type="checkbox"/>
Mechanical Engineering Works	<input type="checkbox"/>
Other (specify)	

D4. SAFETY*(Tick applicable box)*

1. Does your business have an Occupational Health Policy complying to the Occupational Health and Safety Act (OHSA) **Yes/No**

2. Are you registered with Compensation for Occupational Injuries and Diseases Act (COIDA) **Yes/No**

COIDA registration number _____

SECTION E: SWORN STATEMENT

I/we, the undersigned, who warrant that I/we am/are duly, authorized to do so, on behalf of the enterprise, certify that:

- a) The information furnished is true and correct.
- b) If misrepresentation to gain any benefit is established, University of Venda may in addition to any other remedy it may have
 - disqualify the applicant;
 - restrict the applicant, its shareholders and directors from obtaining business from University of Venda for a period not exceeding 5 years;
 - in the event that a contract has been concluded, recover from the contractor all costs, losses or damages incurred or sustained because of the award of the contract;
 - cancel the contract and claim any damages suffered by having to make less favorable arrangements after such cancellation; and
- c) University of Venda is hereby empowered to take such steps as it may require verifying information submitted, including, but not limited to, the use of independent auditors or other experts.
- d) If there are any changes to the information supplied on this form, I/We will inform University of Venda Supply Chain Management Unit immediately.

Name of Enterprise:.....

Signature of Enterprise Representative:

.....

Address

Telephone no:Date:

For and on behalf of the company

Date

Capacity of signatory (Position held in Company)

D. CERTIFICATE OF AUTHORITY OF AN ENTITY

Indicate the status of the Tender by ticking the appropriate box hereunder. The Tenderer must complete the certificate set out below for the relevant category.

(I) Company	(II) Close Corporation	(III) Partnership	(IV) Joint Venture	(V) Sole Proprietor

(I) CERTIFICATE FOR COMPANY

I, chairperson of the Board of Directors of, hereby confirm that by resolution of the Board (copy attached) taken on 20....., Mr./Ms., acting in the capacity of, was authorized to sign all documents in connection with this Tender and any contract resulting from it on behalf of the company.

Signature of Chairman:

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

(II) **CERTIFICATE FOR CLOSE CORPORATION**

We, the undersigned, being the key members in the business trading as.....
..... hereby authorize Mr./Ms, acting in the
capacity of, to sign all documents in connection with the
Tender for Contract No and any contract resulting from it on our behalf.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME	ADDRESS	SIGNATURE	DATE

* Attach additional pages if more space is required.

Note: *This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.*

(III) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as,hereby authorize Mr./Ms..... Acting in the capacity of, to sign all documents in connection with the Tender for Contract No..... and any contract resulting from it on our behalf.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....
2..... Name in Block Letters.....

Date:

NAME	ADDRESS	SIGNATURE	DATE

Note: *This certificate is to be completed and signed by all of the key partners upon who rests the direction of the affairs of the Partnership as a whole.*

(IV) **CERTIFICATE FOR JOINT VENTURE**

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 for Contract No

.....

.....and any contract resulting from it on our behalf.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY
Lead partner		

* Attach additional pages if more space is required.

Note: *This certificate is to be completed and signed by all of the joint venture partners upon who rests the direction of the affairs of the Joint Venture as a whole.*

V) CERTIFICATE FOR SOLE PROPRIETOR

I....., hereby confirm that I am the sole owner of the business trading
as:.....

Signature of Sole owner:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

E. 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.	Year of Manufacture

* 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 accepted.

Quantity	Description, size, capacity, etc.	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

* Attach additional pages if more space is required.

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

Failure to complete this form properly and correctly, will lead to the conclusion that the Tenderer does not have the necessary plant and equipment resources at his disposal, which will prejudice his tender.

SIGNATURE: IDENTITY NUMBER:

(of person authorized to sign on behalf of the Tenderer)

DATE:

F. SCHEDULE OF TENDERERS SIMILAR REFERENCE

The following is a statement of traceable, current and similar References:

[illegible]

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE.....

G. SCHEDULE OF PROPOSED SUB-CONTRACTORS

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.

No	Name and address of proposed Subcontractor	Company Registration No and CIDB Classification	Nature and extent of work to be Subcontracted	Previous experience with Subcontractor.
1.				
2.				
3.				
4.				
5.				

* Attach additional pages if more space is required.

Note: If the Tenderer is to sub contract the trenchless method, he should include the full details of the sub-contractor and the reference as required under the functionally section and this is visa versa.

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

H. KEY PERSONNEL

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

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

CATEGORY OF EMPLOYEE	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	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
Construction Manager, Contract Managers						
Foremen, Quality Control and Safety Personnel						
Technicians, Surveyors, etc.						
Artisans and other Skilled workers						
Plant Operators						
Others:						

The Tenderer shall attach hereto the *curricula vitae*, in the form included hereafter, of at least the contracts manager, site agent, general foreman and the safety officer. The information is necessary for evaluation of the Tender.

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

CURRICULUM VITAE OF KEY PERSONNEL (COMPULSORY)

(CVs are required only for contract manager, site agent, general foreman and safety officer)

CV FOR CONTRACT OR PROJECT MANAGER

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service:</u>	

Certification:

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

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:

CV FOR CONSTRUCTION MANAGER (previously known as Site Agent)

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service:</u>	

Certification:

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

.....
SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

.....
DATE

.....
INCUMBANT'S IDENTITY NUMBER

CV FOR FOREMAN – EARTHWORKS AND PLUMBING

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service:</u>	

Certification:

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

.....
SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

.....
DATE

.....
INCUMBANT'S IDENTITY NUMBER

CV FOR HEALTH AND SAFETY OFFICER

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service:</u>	

Certification:

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

.....
SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

.....
DATE

.....
INCUMBANT'S IDENTITY NUMBER

I. PRELIMINARY CONSTRUCTION PROGRAMME

The Tenderer shall attach a preliminary Gantt chart programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender. The programme shall also demonstrate the Tender's clear understanding of the project scope of works and planning capability for the works.

[Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in Table (b) of Form I hereafter and supported by a detailed statement to that effect, all as specified in the Tender Data]

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

J. AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, unless form (a), has been completed to the satisfaction of the Employer). The Tenderer is referred to Tender Data paragraph F.2.12, where it is clearly stated that no alternative offers will be accepted.

I / We herewith propose the amendments, as set out in the table below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

* Attach additional pages if more space is required.

- Notes:** (1) Amendments to the General and Special Conditions of Contract are not acceptable;
- (2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his Tender.

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

- [Notes: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.
- (2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc., and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.
- (3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.]

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

[Note: The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer for a discount may have to be disregarded. Only unconditional discounts will be considered]

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

K. JOINT VENTURE AGREEMENT BETWEEN PARTIES

Attached hereto is my / our duly signed, notarized Joint Venture Agreement. My / our failure to submit the agreement with my / our tender document will lead to the conclusion that the joint venture has not been formally formed and all parties were not involved in the Tender process.

SIGNATURE: IDENTITY NUMBER:
(of person authorised to sign on behalf of the Tenderer) DATE:.....

L. COPY OF REGISTRATION CERTIFICATE WITH CIDB

Attached hereto is my / our copy of registration certificate pertaining to my / our relevant industry. My / our failure to submit the registration certificate with my / our Tender document will lead to the conclusion that my / our company is not registered in a relevant industry.

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer) DATE:.....

M. IDENTITY DOCUMENTS OF OWNERS/DIRECTORS/MEMBERS/SHAREHOLDERS

Attached hereto are my / our certified copies of my / all owners / directors / members / shareholders identity documents.

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

N. REGISTRATION CERTIFICATE OF AN ENTITY

Attached hereto is a certified copy of my / our company registration of incorporation or company registration documents. My failure to submit the copy with my / our Tender document will lead to the conclusion that I am / we are not registered as claimed.

Important note to Tenderer:

Insert here the applicable Registration Certificates for:

- ***Companies (attach company registration and copies of share certificates) or;***
- ***Close Corporations (attach CK2 registration form from CIPRO) or;***
- ***Partnerships or;***
- ***ID documents for Sole Proprietors or;***
- ***In the case of a Joint Venture, a copy of a duly signed Joint Venture Agreement must be included (attach registration certificates for each partner as applicable).***

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

O. COPY OF ASSOCIATION AGREEMENT FOR CLOSED CORPORATIONS

Attached hereto is my / our duly signed, certified copy of Association Agreement. My / our failure to submit the agreement with our Tender document will lead to the conclusion that the agreement does not exist.

SIGNATURE: IDENTITY NUMBER:
(of person authorised to sign on behalf of the Tenderer) DATE:.....

P. SHARE CERTIFICATES AND MEMORANDUM OF ASSOCIATION FOR COMPANIES

Attached hereto is our duly signed, share certificates and memorandum of association. Our failure to submit the above documents with our Tender document will lead to the conclusion that these documents do not exist.

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

Q. TENDERER'S FINANCIAL STANDING

In terms of Clause F.2.18.1 of the Contract-specific Tender Data the Tenderer shall provide information about his commercial position, which includes information necessary for the Employer to evaluate the Tenderer's financial standing.

To that end the Tenderer must provide with his Tender a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount within the specified time for completion.

The Tenderer shall also provide the audited annual financial statements for the recent past two years.

Failure to provide a certified bank rating with his Tender and the audited annual financial statements, will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

R. LETTER FROM THE BANK WITH RATING

Attached hereto is my / our letter from my / our bank with banking details of the company. My / our failure to submit the letter with my / our Tender document will lead to the conclusion that the company does not have banking details.

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

S. VALID TAX CLEARANCE CERTIFICATE AND SARS PIN

Attached hereto is my / our certified copy of my / our VAT registration certificate. My / our failure to submit the certificate with my / our Tender document will lead to the conclusion that my / our company is not registered for VAT.

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

T. COPY OF COIDA REGISTRATION CERTIFICATE

Attached hereto is my / our certified copy of registration certificate with the Compensation for Occupational Injuries and Diseases, e.g. letter of good standing. My / our failure to submit the certificate with my / our Tender document will lead to the conclusion that my / our company is not registered with COIDA.

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

U. PREFERENCE CLAIM FORM INTERMS OF PREFERENTIAL PROCUREMENT REGULATION 2017 (SBD6.1)

1 Definitions

The following definitions shall apply to this schedule:

B-BBEE: means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

B-BBEE status level of contributor: means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

Bid: means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

Broad-Based Black Economic Empowerment Act: means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

EME: means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-based Black Economic Empowerment Act;
functionality means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

Prices: includes all applicable taxes less all unconditional discounts;
proof of B-BBEE status level of contributor" means:

- 1) B-BBEE Status level certificate issued by an authorized body or person;
- 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 3) Any other requirement prescribed in terms of the B-BBEE Act;

QSE: means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

rand value: means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

1. Tenderers who qualify as EME's in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor.
Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
2. Tenderers other than EME's must submit their original and valid B-BBEE status level verification certificate Or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
3. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate Tender.
4. A person will not be awarded points for B-BBEE status level if it is indicated in the Tender documents that Such a Tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a Tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
5. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
7. Sanctions relating to breaches of preferencing conditions
The sanctions for breaching the preferencing conditions are:
- 1) termination of the Contract; or
 - 2) a financial penalty payable to the Employer equal to 1,25 times the number of tender evaluation points awarded in respect of the preference claimed, multiplied by the Contract Price exclusive of VAT, divided by 100.

8 Tender preference claim in respect of B-BBEE

8.1 For projects below R50 000 000, 80/20 the points are allocated as follows:

- 70 Percentage points – Quality
 - 30 points – Experience on similar scale projects
 - 20 points – Management and Key Staff
 - 30 points – Key Personnel Qualifications
 - 10 points – Available Plant
 - 10 points – Programme of Works
- 20 points – B-BBEE Status level contributor
 - 20 points – Level 1
 - 18 points – Level 2
 - 14 points – Level 3
 - 12 points – Level 4
 - 08 points – Level 5
 - 06 points – Level 6
 - 04 points – Level 7
 - 02 points – Level 8
 - 00 Points – Non- Compliant Contributor
- 80 points – Price

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

V. CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 5(h) of the Occupational Health and Safety Act (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 Principal 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 as amended.

To that effect a person duly authorized 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 propose to achieve compliance with the Regulations by one of the following:

- (a) From my own competent resources as detailed in 4(a) hereafter: ***Yes / No**
- (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ***Yes / No**
- (c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter: ***Yes / No**

(* = delete whatever is not applicable)

4. Details of resources I propose:

(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 8, and competent persons as defined in Regulations 8, 10, 11, 12, 14, 16, 17, 18, 21(1), 22, 26 and 27, as applicable to this contract)

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

- (b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:
 - (i) By whom will training be provided?
 - (ii) When will training be undertaken?

(iii) List the positions to be filled by persons to be trained or hired:

.....
.....
.....

(c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

.....
.....
.....

5. 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.
6. 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.
7. I hereby confirm that adequate provision has been made in my Tender rates and prices in the schedule 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, and 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.
8. 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.

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

**W. PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND
SAFETY ACT 1993, REGULATION 4 OF THE CONSTRUCTION REGULATIONS 2014**

[This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 4 of the Construction Regulations 2014, to the office of the Department of Labour]

1. (a) Name and postal address of Contractor.....
.....
(b) Name of tel. no of principal Contractor's contact person:
.....
2. Principal Contractor's workman's compensation registration number:
3. (a) Name and postal address of client:
.....
(b) Name and tel. no of client's contact person or agent:
4. (a) Name and postal address of designer(s) for the project:
.....
(b) Name and tel. no of designer's contact person:
5. Name and telephone number of Principal Contractor's construction supervisor on site appointed in terms of Regulation 8(1):
6. Name/s of Principal Contractor's sub-ordinate supervisors on site appointed in terms of regulation 8(2).
.....
7. Exact physical address of the construction site or site office:.....
.....
8. Nature of the construction work:
.....
.....
9. Expected commencement date:
10. Expected completion date:
11. Estimated maximum number of persons on the construction site:
Total..... Male:....Female:.....
12. Planned number of Contractors on the construction site accountable to Contractor:
13. Name(s) of Contractors already selected:
.....
.....
.....

SIGNED BY:

PRINCIPAL CONTRACTOR: **DATE:**

CLIENT AGENT (where applicable) **DATE:**

CLIENT: **DATE:**

X. ORIGINAL RECEIPT AS PROOF OF VALID CERTIFICATE FOR PURCHASING THE TENDER DOCUMENT

A Valid receipt for purchasing the Tender document to be attached to this page.

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

Y. CONFLICT OF INTEREST

DECLARATION BY SUPPLIERS/CONTRACTORS/SERVICE PROVIDER/CONSULTANT

I/We _____
being a Supplier/Contractor to the University of Venda hereby declare that I have not tried to influence any party at the University of Venda with any financial and/or other interests, either directly or indirectly, in connection with this order/contract. I/We declare further that no individual or group stand to benefit materially, directly or indirectly, from the award of this contract/order and/or for the duration of this contract/order and that no approaches of benefits, bribes, backhanders or any other form of unauthorized benefit were either received or made or promised and will not be entertained for the duration of the contract/order..

In the event that any approach was or will be made, we undertake that no such approach will be entertained and that it will be reported immediately to the Registrar at (015) 962-8000 or the DVC: Operations at (015) 962-8105. Any requests for sponsorships and/or any other approach will not be entertained and will also be reported to these offices immediately. It will only be permissible once a request has been made on the official letterhead of the University of Venda and signed by a member of the Executive Management of the University or by the Director: Communications and Marketing.

Our company hereby consent that any breach of the above will be dealt with decisively by the University in terms of its rules and will lead to the immediate termination of the agreement and recovery of costs by the University of Venda.

Signed by _____ on this the _____ day
of _____ 20____

Signature

Duly authorized by the Supplier/Contractor/Service Provider/ Consultant to sign this declaration.

DECLARATION

I/We, THE UNDERSIGNED (name) hereby certify
that the information furnished is correct.

I accept that the University of Venda as representative of the university may act against me should this declaration prove to be false.

Signature: **Date:**

Identity number:

Position: **Name of Tenderer:**

SIGNATURE: **IDENTITY NUMBER:**
(of person authorised to sign on behalf of the Tenderer)
DATE:.....

Z. B-BBEE CERTIFICATE

Attached hereto is my / our B-BBEE Certificate or sworn in Affidavit.

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

THE CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

PART C2: PRICING DATA

PART C3: SCOPE OF WORK

**PART C4: POLICY ON SUPPLY CHAIN MANAGEMENT
AND HOUSE RULES**

PART C5: SITE INFORMATION

SUPPLY AND INSTALLATION OF THE PERIMETER FENCE (CLEARVIEW) AT THE UNIVERSITY OF VENDA CAMPUS

TENDER NO: IN/015/2020

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SUPPLY AND INSTALLATION OF THE PERIMETER FENCE (CLEARVIEW) AT THE UNIVERSITY OF VENDA CAMPUS

TENDER NO: IN/015/2020

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:

SUPPLY AND INSTALLATION OF THE PERIMETER FENCE (CLEARVIEW) AT THE UNIVERSITY OF VENDA CAMPUS

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)

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)			
Name (s)			
Capacity			
For the Tenderer			
	(Name and Address of tenderer)	Date:	
Name and Signature of Witness		Date:	

Acceptance

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

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Procurement Policy and House Rules.
- Part C5: Site information and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

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

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

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

Signature (s)			
Name (s)			
Capacity			
For the Employer			
	(Name and Address of the Employer)	Date:	
Name and Signature of Witness		Date:	

Schedule of Deviations

1	Subject
	Details

2	Subject
	Details

3	Subject
	Details

4	Subject
	Details

5	Subject
	Details

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

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

For the Tenderer:

Signature(s)	_____
Name(s)	_____
Capacity	_____

	(Name and address of organisation)
Name & signature of Witness	_____

For the Employer:

Signature(s)	_____
Name(s)	_____
Capacity	_____

	(Name and address of organisation)
Name & signature of Witness	_____

SUPPLY AND INSTALLATION OF THE PERIMETER FENCE (CLEARVIEW) AT THE UNIVERSITY OF VENDA CAMPUS

TENDER NO: IN/015/2020

C1.2 CONTRACT DATA

The General Conditions of Contract for Construction Works (2015) published by the South African Institution of Civil Engineering, is applicable to this contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805 5947).

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

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

**SUPPLY AND INSTALLATION OF THE PERIMETER FENCE (CLEARVIEW) AT THE
UNIVERSITY OF VENDA CAMPUS**

TENDER NO: IN/015/2020

C1.2.1: CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

- 1. GENERAL**
- 2. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT**
- 3. PRIORITY OF DOCUMENTS**

C1.2.2 PART A: DATA PROVIDED BY THE EMPLOYER

PART B: CONTRACT DATA PROVIDED BY THE CONTRACTOR

C1.3: FORM OF GUARANTEE

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

C1.5: AGREEMENT WITH ADJUDICATOR

C1.2.1 CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works – 3rd edition 2015", issued by the South African Institution of Civil Engineering (Short title: "General Conditions of Contract 2015") and can be obtained from:

SAICE

Waterfall Park
Howick Gardens
Vorna Valley Half way House
Becker Street
MIDRAND
1685
Gauteng Province
Tel: (011) 805-5947/8
Fax: (011) 805-5971

It is agreed that the only variations from the General Conditions of Contract 2015 are those set out hereafter under "Special Conditions of Contract".

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or sub clause in the General Conditions of Contract 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

2. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

Clause	Description
2.5.1	Cession <i>Amend Clause 2.5.1 as follows:</i> <i>Delete the words "without the written consent of the other"</i>
5.14.5.1	Consequences of Completion <i>Amend Clause 5.14.5.1 as follows:</i> <i>In the second line, substitute the word 'Guarantor' with 'Contractor'.</i> Security <i>Replace Sub-Clauses 6.2.1 and 6.2.2 with:</i> "The Contractor shall deliver to the Employer within such time as may be stated in the Contract Data, a Demand Guarantee, of an Insurance Company registered in terms of the Short-term Insurance Act (Act 53 of 1998) or of a registered Commercial Bank, in a sum equal to the amount stated in the Contract Data. The Demand Guarantee shall be issued by an entity subject to the approved of the Employer, and shall conform in all respects to the format contained in the Contract Data."

Clause	Description
	<p>The security to be provided by the Contractor shall be a Demand Guarantee of 10% of the Contract Sum.</p> <p>Wherever a joint venture constitutes the contracting party, the Demand Guarantee shall be issued on behalf of the joint venture.</p> <p>Failure to produce an acceptable Demand Guarantee within the period stated in the Contract Data, is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 with specific reference to Sub-clause 9.2.2.2 as amended in the Contract Data."</p>
6.3	<p>Variations <i>Amend Clause 6.3, as follows:</i></p> <p><i>In the first paragraph, third line, after the words "or for any reason appropriate", add the phrase</i> <i>", including the limiting of contract expenditure so as not to exceed the Employer's budgeted project funding, "</i></p> <p><i>Add the following phrase to the last paragraph of Clause 6.3.1.6, after the words "ascertaining the amount of the Contract Price":</i></p> <p><i>", and no such variation shall give reason for consideration of any claim in terms of Clause 6.11."</i></p>
6.3.2	<p>Orders for Variations to be in writing Omit the words "Provided that" under Clause 6.3.2 and omit Clause 6.3.2.1.</p>
6.9.2	<p>Definition of "materials" <i>Amend Clause 6.9.2, as follows:</i></p> <p><i>Substitute the word 'plant' with 'Plant'.</i></p>
6.10.1	<p>Interim Payments <i>Amend Clause 6.10.1.5 as follows:</i></p> <p><i>In the third line, add the words 'not yet' before the words 'built into'</i></p>
6.10.5	<p>Payment of retention money <i>Amend Clause 6.10.5 as follows:</i></p> <p><i>In the second line, add the words ' , if any, ' after the words 'Defects Liability Period'</i></p>
6.10.6	<p>Set-off and delayed payments <i>Amend Clause 6.10.6.2 as follows:</i></p> <p><i>Delete the words 'Contractor's Bank' and substitute with the words 'Employer's Bank'</i></p>
6.11	<p>Variations exceeding 15 per cent <i>Replace the marginal heading with:</i></p> <p>"Variations exceeding 20 per cent"</p> <p><i>Replace "15 per cent" with "20 per cent" in the text of this Sub-Clause</i></p>
7.8.2	<p>Cost of making good of defects <i>Amend Clause 7.8.2.1 as follows:</i></p> <p><i>In the first line, correct the spelling of 'therefore'.</i></p>

Clause	Description
8.3.1	Excepted risks
	<p><i>Amend Clause 8.3.1.12 as follows:</i></p> <p><i>In the second line, delete the words 'Employer or any of their' and substitute with 'or any of its'.</i></p>
8.6.6	<p>Contractor to produce proof of payment</p> <p>"The Contractor shall before commencement of the Works produce to the Employer's Agent:</p> <p>8.6.6.1 The policies by which the insurances are affected, 8.6.6.2 Proof that due payment of all premiums there under, covering the full required period has been made, and 8.6.6.3 Proof of continuity of the policies for the required period.</p> <p>Should, during the currency of the Contract, the required period of insurance be extended for any reason, the Contractor shall timeously extend (so as to maintain) the said insurances for the full extended duration.</p> <p>The Employer's Agent shall be empowered to withhold all payment certificates until the Contractor has complied with his obligations in terms of this Clause 8.6.6."</p>
8.6.7	<p>Remedy on Contractor's failure to insure</p> <p><i>Delete sub-clause 8.6.7 and substitute with:</i></p> <p>"Failure on the part of the Contractor to effect and keep in force any of the insurances referred to in Clause 8.6.1 and its sub-clauses, is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 and with specific reference to sub-clause 9.2.2, as amended in the Contract Data."</p>
9.1.2	<p>State of emergency</p> <p><i>In the <u>fourth</u> line, delete the words 'supply of' and substitute with 'availability of'.</i></p>
9.2	<p>Termination by Employer</p> <p><i>Delete the contents of Clause 9.2 and substitute with:</i></p> <p>"9.2.1 The Employer may terminate the Contract by written notice to the Contractor if:</p> <p>9.2.1.1 Sequestration of the Contractor's estate is ordered by a Court with due jurisdiction, or 9.2.1.2 The Contractor publishes a notice of surrender or presents a petition for the surrender of his estate as insolvent, or makes a compromise with his creditors, or assigns in favour of his creditors, or agrees to carry out the Contract under the supervision of a committee representing his creditors, or (being a company) goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or if the Contractor assigns the Contract without having first obtained the Employer's consent in writing, or if execution is levied on his goods, or 9.2.1.3 The Contractor, or anyone on his behalf, or in his employ, offers to any person in the employ of the Employer or the Engineer, a gratuity or reward or commission, or 9.2.1.4 The Contractor furnished materially inaccurate information in his Tender, which had a bearing on the award of the Contract, or 9.2.1.5 The Contractor has abandoned the Contract.</p>

Clause	Description
	<p>9.2.2 If the Contractor:</p> <p>9.2.2.1 Has failed to commence the Works in terms of Clause 10 hereof, or has suspended the progress of the Works for fourteen (14) days after receiving from the Engineer written notice to proceed, or</p> <p>9.2.2.2 Has failed to provide the Guarantee in terms of Clause 6.2 within the time stipulated in the Contract Data, or</p> <p>9.2.2.3 Has failed to proceed with the Works with due diligence, or</p> <p>9.2.2.4 Has failed to remove materials from the Site or to pull down and replace work within fourteen (14) days after receiving from the Engineer written notice that the said materials or work have been condemned and rejected by the Engineer in terms of these conditions, or</p> <p>9.2.2.5 Is not executing the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract, or</p> <p>9.2.2.6 Has, to the detriment of good workmanship or in defiance of the Engineer's instructions to the contrary, sublet any part of the Contract, or</p> <p>9.2.2.7 Has assigned the Contract or any part thereof without the Employer's consent in writing,</p> <p>then the Employer may give the Contractor 14 days' notice to rectify the default, and if the Contractor fails to rectify the default in said 14 days, then, without further notice, notify the Contractor in writing of the termination of the Contract and expel the Contractor and order the Contractor to vacate the site within 24 hours of issue of the Notice of Termination and to hand the Site over to the Employer, and the Employer</p> <p>may then enter upon the Site and the Works without affecting the rights and powers conferred on the Employer or the Engineer by the Contract and the Employer may himself complete the Works or may employ another contractor to complete the Works, and the Employer or such other contractor may use for such completion so much of the Construction Equipment, Temporary Works and materials brought onto the Site by the Contractor as the Employer may think proper, and the Employer may at any time sell any of the said Construction Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any sums that may be due or become due to the Employer by the Contractor under the Contract. In such circumstances the Contractor shall forthwith vacate the Site and shall not be entitled to remain on the Site on the grounds that he is entitled to do so on a right of retention until amounts due to him have been paid, neither will the Contractor be entitled to any further payments in terms of this Contract.</p> <p>9.2.3 If the Contractor, having been given notice to rectify a default in terms of 9.2.2 above, rectifies said default, but later repeats the same or substantially the same default, then the Employer may notify the Contractor of the immediate termination of the Contract, and proceed as stated in the paragraph following the word 'writing' in Clause 9.2.2.7 above.</p> <p>9.2.4 Should the amounts that the Employer must pay to complete the Works, exceed the sum that would have been payable to the Contractor on due completion by him, then the Contractor shall upon demand pay to the Employer the difference, and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly. Provided that should the Contractor on demand not pay the amount of such excess to the Employer, such sum may be determined and deducted by the Employer from any sum due to or that may become due to the Contractor under this or any previous or subsequent contract between the Contractor and the Employer."</p>

3. PRIORITY OF DOCUMENTS

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

- a) the Form of Offer and Acceptance.
- b) amplifications of the General Conditions of Contract within the Contract Data.
- c) additional special conditions or amendments to the General Conditions of Contract
- d) within the Contract Data.
- e) the General Conditions of Contract.
- f) the Specifications, Drawings, Schedules and other documents forming part of the

Contract (in that order) contained in the Scope of Work and the Site Information.

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

Certain pro-forma forms and pro-forma agreements contained in the GCC 2015 have been adapted for this particular contract. Those pro-forma forms and pro-forma agreements contained in the GCC 2015 do not apply where replaced by similar pro-forma forms and pro-forma agreements in this document.

C1.2.2 PART A: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

REFERENCE CONTRACT SPECIFIC DATA BY THE EMPLOYER

Clause	Data																																																																																											
1.1.1.13	The Defects Liability Period is 12 Months.																																																																																											
1.1.1.15	The name of the Employer is University of Venda																																																																																											
1.1.1.26	The Pricing Strategy of a re-measurement Contract shall apply																																																																																											
1.2.1.2	<p>The address of the Employer is:</p> <p>Physical address: Main Administration Building Mphephu drive Thohoyandou;0950</p> <p>Contact: Name: Mr. X. Ben-Mazwi Telephone: 015 962 8610</p> <p>E-mail address: Xhanti.Benmazwi@univen.ac.za</p>																																																																																											
3.3.1	<p>The Employers Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following table:</p> <table><tr><th>GCC Clause No</th><th>Description</th><th>Requires EWA*</th><th>Delegated to EAR*</th></tr><tr><td>3.3.1</td><td>Employers Agent's Representative appointment and termination</td><td>Y</td><td></td></tr><tr><td>3.2.4</td><td>Employers Agent's Representative acting on Engineer's behalf</td><td>Y</td><td></td></tr><tr><td>4.5.4</td><td>Payment for notices and fees</td><td>Y</td><td></td></tr><tr><td>4.7.1</td><td>Fossils, etc on Site</td><td>Y</td><td></td></tr><tr><td>5.7.2</td><td>Work at night</td><td>Y</td><td></td></tr><tr><td>5.7.3</td><td>Acceleration of rate of progress</td><td>Y</td><td></td></tr><tr><td>5.7.3</td><td>Payment for acceleration</td><td>Y</td><td></td></tr><tr><td>5.9.1</td><td>Instructions and drawings on Commencement Date</td><td></td><td>Y</td></tr><tr><td>5.11.1</td><td>Suspension of the Works</td><td></td><td>Y</td></tr><tr><td>5.11.3</td><td>Proceeding with Works after suspension</td><td>Y</td><td></td></tr><tr><td>5.12.4</td><td>Acceleration instead of extension of time</td><td>Y</td><td></td></tr><tr><td>5.13.2</td><td>Reduction in penalty</td><td></td><td>Y</td></tr><tr><td>6.3.1</td><td>Variation orders</td><td>Y</td><td></td></tr><tr><td>6.3.2.1</td><td>Confirmation of a Variation Order</td><td>Y</td><td></td></tr><tr><td>6.4.1.4</td><td>Dayworks as a Variation Order</td><td>Y</td><td></td></tr><tr><td>6.5.2</td><td>Materials for dayworks</td><td>Y</td><td></td></tr><tr><td>6.8.4</td><td>Costs due to changes in legislation</td><td>Y</td><td></td></tr><tr><td>6.11.1</td><td>Variations exceeding 20%</td><td></td><td>Y</td></tr><tr><td>8.2.2.2</td><td>Damage due to excepted risks</td><td></td><td>Y</td></tr><tr><td>10.1.5</td><td>Consultation on Contractor's claim</td><td>Y</td><td>Y</td></tr><tr><td>10.1.5</td><td>Ruling on Contractor's claim</td><td>Y</td><td>N</td></tr></table>				GCC Clause No	Description	Requires EWA*	Delegated to EAR*	3.3.1	Employers Agent's Representative appointment and termination	Y		3.2.4	Employers Agent's Representative acting on Engineer's behalf	Y		4.5.4	Payment for notices and fees	Y		4.7.1	Fossils, etc on Site	Y		5.7.2	Work at night	Y		5.7.3	Acceleration of rate of progress	Y		5.7.3	Payment for acceleration	Y		5.9.1	Instructions and drawings on Commencement Date		Y	5.11.1	Suspension of the Works		Y	5.11.3	Proceeding with Works after suspension	Y		5.12.4	Acceleration instead of extension of time	Y		5.13.2	Reduction in penalty		Y	6.3.1	Variation orders	Y		6.3.2.1	Confirmation of a Variation Order	Y		6.4.1.4	Dayworks as a Variation Order	Y		6.5.2	Materials for dayworks	Y		6.8.4	Costs due to changes in legislation	Y		6.11.1	Variations exceeding 20%		Y	8.2.2.2	Damage due to excepted risks		Y	10.1.5	Consultation on Contractor's claim	Y	Y	10.1.5	Ruling on Contractor's claim	Y	N
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Clause	Data
	<p>*The following abbreviations apply:</p> <p>EAR Employers Agent's Representative</p> <p>EAWA Employers Agent's Written Action</p> <p>N No</p> <p>NA Not Applicable</p> <p>Y Yes</p>
4.9.1	The Contractor shall deliver to the Employers Agent's, on a monthly basis, a detailed inventory of Construction Equipment kept on Site, full particulars given for each day of the month. Distinction shall be made between Owned Equipment and Hired Equipment as well as Equipment in working order and Equipment out of order. Such inventory shall be submitted by the seventh day of the month following the month to be reported.
4.10.2	The Contractor shall deliver to the Employers Agent's, on a monthly basis, a return in detail of supervisory staff and the number of categorized classes of labour employed each day for the said period by the Contractor for execution of the Contract. Such return shall be submitted by the seventh day of the month following the month to be reported.
5.3.1	<p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> ◇ Health and Safety Plan (Refer to Clause 4.3) ◇ A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No.85 of 1993) and the Construction Regulations promulgated thereunder (Refer to Clause 4.3). ◇ Proof of payment to the Employer, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, no 130 of 1993 (Refer to Clause 4.3). ◇ Initial programme (Refer to Clause 5.6). ◇ Security (Refer to Clause 6.2). ◇ Insurance (Refer to Clause 8.6).
5.3.2	The time to submit the documentation required before commencement with Works execution is 14 Days .
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but shall be as set out elsewhere in the Contract.
5.8.1	<p>The non-working Days are Sundays.</p> <ul style="list-style-type: none"> ◇ The special non-working Days are: ◇ Statutory public holidays; and ◇ All annual year-end shutdown periods as recommended by the South African Federation of Civil Engineering Contractors (SAFCEC), and which commence after the Commencement date and which commence before the due Completion date.
5.13.1	The penalty for failing to complete the Works is 0,5 percent of contract price per calendar day.
5.16.3	The latent defect period is 10 years, commencing on the Day after the date of certification of Practical Completion.
6.5.1.2.3	The percentage allowance to cover overhead charges is: 50 per cent for labour; and 15 per cent for materials.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%. Proof of ownership is required.
6.10.3	The limit of retention money is 10% of the value of the Contract Price.
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is nil .

Clause	Data
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is a maximum of 10% (ten percent) of the Contract Sum.
8.6.1.3	The limit of indemnity for liability insurance is equal to the contract amount.
10.5.1	Dispute resolution shall be by standing adjudication, use GCC 2015, Appendix 5.
10.7.1	The determination of disputes shall be by arbitration.

Additional clauses to the General Conditions of Contract:

Clause	Data
1.1	<p>Definitions</p> <p><i>Add the following at the end of Sub-Clause 1.1.1:</i></p>
1.1.1.35	<p>“Client”, as used in the Occupational Health and Safety Act - Construction Regulations, means Employer.</p>
1.1.1.36	<p>“Principal Contractor”, as used in the Occupational Health and Safety Act - Construction Regulations, means Contractor.</p>
4.12	<p>Contractor’s superintendence</p> <p><i>Add the following sub-clause 4.12.4 to Clause 4.12:</i></p> <p>“Where a form is included in the Contract Data for this purpose, the Tenderer shall fill in the name of the person he proposes to entrust with the post of Construction Manager on this Contract in the space provided therefore. Previous experience of this person on work of a similar nature during the past five (5) years is to be entered on the form.</p> <p>The Contractor’s Construction Manager shall be on Site at all times when work is being performed.</p> <p>The person shall be subject to approval of the Employers Agent’s in writing and shall not be replaced or removed from Site without the written approval of the Employers Agent’.</p>
5.6	<p>Programme</p> <p><i>Add the following sub-clause 5.6.6 to Clause 5.6:</i></p> <p>“Failure on the part of the Contractor to deliver to the Employers Agent, the</p> <ul style="list-style-type: none"> • programme of the Works in terms of Clause 5.6.1 and • supporting documents in terms of Clause 5.6.2 <p>Within the period stated in the Contract Data, shall be sufficient cause for the Employer’s Agent to retain 25 per centum of the value of the Fixed Charge and Value-related items in assessment of amounts due to the Contractor, until the Contractor has submitted aforementioned first Programme of the Works and Supporting Documents”.</p>
5.9.7	<p>Employers Agent’s to approve Contractor’s Designs and Drawings</p> <p><i>Add the following at the end of Sub-Clause 5.9.7</i></p> <p>“All designs, calculations, drawings and operation and maintenance manuals shall be fully endorsed by a third-party registered engineer, accomplished in such specific field of practice and the cost thereof shall be borne solely by the Contractor.</p> <p>Once the alternative design has been approved, the Contractor shall indemnify and hold harmless the Employers Agent’s, the Employer, their agents and assigns, against all claims howsoever arising out of the said design, whether in contract or delict”.</p>
5.11	<p>Suspension of the Works</p> <p><i>Add the following sub-clause 5.11.7 to Clause 5.11:</i></p> <p>“If the Contractor does not receive from the Employer the amount due under an Interim Payment Certificate within 28 days after expiry of the time stated in sub-clause 6.10.4 within which</p>
	<p>payment is to be made (except for deductions in accordance with sub-clauses 6.10.1.6 and</p>

Clause	Data																																																											
	<p>6.10.1.7), the Contractor may, after giving 14 days' notice to the Employer, suspend the progress of the Works.</p> <p>The Contractor's action shall not prejudice his entitlements to a claim in terms of Clause 10.1 and to cancellation of the Contract in terms of Clause 9.3.</p> <p>If the Contractor subsequently receives full payment of the amount due under such Interim Payment Certificate before giving a notice of cancellation of the Contract, the Contractor shall resume normal working as soon as is reasonably practicable."</p>																																																											
5.12	<p>Extension of Time for Practical Completion</p> <p><i>Add the following at the end of Sub-Clause 5.12.2.2:</i></p> <p>"The extension of time to be allowed due to abnormal rainfall shall be calculated separately for each calendar month or part thereof in accordance with the following formula:</p> $V = (Nw - Nn) + \frac{Rw - Rn}{x}$ <p>where</p> <p>V = Extension of time in calendar days for the calendar month under consideration</p> <p>Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded</p> <p>Rw = Actual recorded rainfall for the calendar month</p> <p>Rn = Average rainfall for the calendar month, as derived from existing rainfall records</p> <p>x = 20</p>																																																											
	<p>The rainfall records which shall provisionally be accepted for calculation purposes are:</p> <table><tr><td>+ Y</td><td>=</td><td>10 mm / 24h</td></tr><tr><td><u>Rw</u></td><td></td><td></td></tr><tr><td>Rn</td><td>=</td><td>2,5 maximum</td></tr><tr><td rowspan="2">Month</td><td colspan="2">Rainfall</td></tr><tr><td>Nn = Average days > Y mm (No)</td><td>Rn = Average monthly rainfall (mm)</td></tr><tr><td>January</td><td>2.9</td><td>113.5</td></tr><tr><td>February</td><td>3.1</td><td>186.0</td></tr><tr><td>March</td><td>3.2</td><td>112.2</td></tr><tr><td>April</td><td>1.2</td><td>49.0</td></tr><tr><td>May</td><td>0.3</td><td>7.9</td></tr><tr><td>June</td><td>0.2</td><td>9.5</td></tr><tr><td>July</td><td>0.3</td><td>10.2</td></tr><tr><td>August</td><td>0.0</td><td>4.6</td></tr><tr><td>September</td><td>0.4</td><td>20.0</td></tr><tr><td>October</td><td>1.5</td><td>60.4</td></tr><tr><td>November</td><td>2.7</td><td>96.7</td></tr><tr><td>December</td><td>3.6</td><td>123.8</td></tr><tr><td>Source of Information</td><td colspan="2">South African Weather Service</td></tr><tr><td>Rainfall Station</td><td colspan="2">Thohoyandou</td></tr><tr><td>Period</td><td colspan="2">1993 - 2007</td></tr></table>	+ Y	=	10 mm / 24h	<u>Rw</u>			Rn	=	2,5 maximum	Month	Rainfall		Nn = Average days > Y mm (No)	Rn = Average monthly rainfall (mm)	January	2.9	113.5	February	3.1	186.0	March	3.2	112.2	April	1.2	49.0	May	0.3	7.9	June	0.2	9.5	July	0.3	10.2	August	0.0	4.6	September	0.4	20.0	October	1.5	60.4	November	2.7	96.7	December	3.6	123.8	Source of Information	South African Weather Service		Rainfall Station	Thohoyandou		Period	1993 - 2007	
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Clause	Data
	<p>The factor (Nw - Nn) shall be considered to represent a fair allowance for days during which rainfall exceeds 10 mm and the factor (Rw - Rn)/x shall be considered to represent a fair allowance for those days when rainfall does not exceed 10 mm but wet conditions prevent or disrupt work.</p> <p>The total extension of time shall be the algebraic sum of all monthly totals for the contract period, but if the algebraic sum is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for a part of a month shall be calculated using pro rata values of Nn and Rn."</p> <p>For this project the rainfall formula will only apply as background information, or dispute resolution. Extension of time for rainfall will only be granted on Actual Delays experienced; noted and agreed upon by the engineer.</p>
6.10	<p>Payments</p> <p><i>Add the following at the end of Sub-Clause 6.10.1:</i></p> <p>"The Contractor shall complete the 'Contractor's Monthly Report Schedule', which pro forma documentation is obtainable from the Employer's Agent. Pursuant to Sub-Clause (1), these, duly signed by all concerned, together with the Contractor's statement and a VAT invoice in original format are to be submitted to the Employer's Agent. Issue by the Employer's Agent to the Employer and Contractor of any signed payment certificate is conditional to this information being fully endorsed, accurately and timeously submitted to the Employer's Agent".</p>
9.2.1.3.2	<p>Clause 9.2.1.3.2 is replaced by the following "Has failed to submit documentation or to commence the Works in terms of Clause 5.3, or has suspended the progress of the Works for fourteen (14) consecutive days after receiving from the Engineer written notice to proceed,"</p>
	<p>"All documentary evidence of such materials shall be unambiguous with respect to ownership having fully passed to the Contractor on or before the date of submittal of the Contractor's monthly statement.</p> <p>Should the Contractor fail to supply unambiguous documentary evidence, he shall, prior to submittal of his monthly statement, deliver to the Employer a Guarantor Guarantee in the form contained in the Appendices to the Contract Data."</p>
9.3	<p>Termination by the Contractor</p> <p><i>Add the following at the end of Sub-Clause 9.3:</i></p> <p>9.3.5 "In addition to, or as an alternative to the rights to termination contained in this Clause 9.3, the Contractor may notify the default to the Employer, with a copy to the Employer's Agent, and if the default is not rectified within 10 days the Contractor may suspend progress of the works until a date 7 days after the default is rectified. The Contractor shall be entitled to extension of time to the extent of delay caused by or resulting from such suspension, and to payment of additional costs caused by or resulting from the suspension. Such extension of time and additional costs shall be promptly ascertained by the Employer's Agent, who shall then grant the extension of time and include the additional costs in all future payment certificates. Such suspension, extension of time and/or payment of additional costs, shall not prejudice the Contractor's rights to cancel the contract."</p>

C1.2.2: PART B: DATA PROVIDED BY THE CONTRACTOR

The General Conditions of Contract, as specified in Part 1, shall be used as a basis for this Data which is required to be completed.

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

Clause	CONTRACT SPECIFIC DATA BY THE CONTRACTOR
1.1.1.9	The Name of the Contractor is:
1.2.1.2	The address of the Contractor is: Physical address:
1.2.1.2	Postal address: e-mail address:
	Contact numbers: Corporate: Direct: Mobile: Fax:
1.1.1.14	Time for achieving Practical completion is.....Months (All Inclusive)

C1.3 FORM OF GUARANTEE - PRO FORMA

In accordance with clause 6.2.1 of General Conditions of Contract, 3rd Edition 2015

Contract No: -----

Description of Contract: -----

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: -----

----- (Please put name of firm)

Physical address: -----

Postal address: -----

Tel:-----

Fax: -----

"Employer" means: **University of Venda.**

"Contractor" means: -----

----- (Please put name of firm)

"Guarantee sum" means: 10% of the contract amount

"Employer's Agent" means: **Endecon Ubuntu Pty Ltd**

"Works" means: Permanent works together with temporary works

"Site" means: The land and other places, made available by the Employer for the purpose of the contract, on under over in or through which the works are to be executed or carried out.

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

"Contract Sum" means: The accepted amount inclusive for tax of R-----

Amount in words: -----

----- **"Expiry**

Date" This Guarantee shall expire upon the issue of the **Completion Certificate** issued by University of Venda signed by the Director Facilities Management, as such date is advised to the Guarantor in writing confirmed by the Employer.

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. Expiry Date" This Guarantee shall expire upon the issue of the final completion certificate issued by University of Venda signed by the Director Facilities Management, as such date is advised to the Guarantor in writing confirmed by the Employer
The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on

- the Certificate of the works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1. Any reference in this performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship;
 - 3.2 . Its obligation under this Performance Guarantee is restricted to the payment of money.
 4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1. A copy of a first written demand issues by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent and/ or Employer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address and / or postal address with a copy to the Contractor stating that period of seven (7) days has elapsed since the first written demand terms of 4.1 and the sum certificate has still not been paid;
 - 4.3. A copy of the aforesaid payment certificate which entails the Employer to receive payment in terms of the Contract sum in 4.
 5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address and/ or postal address calling up this Performance Guarantee, such demand stating that:
 - 5.1. The contractor has been termination due to the Contractor's default and this performance Guarantee is called up in terms of 5; or
 - 5.2. A provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3. The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional /final sequestration and/or the provisional liquidation court order.
 6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
 7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the guarantor.
 8. Payment by Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
 9. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from his Performance Guarantee on account alleged to be prejudicial to the Guarantor.

10. The Guarantor chooses the physical address and postal address as stated above for the service of all notices for all purposes in connection herewith.
11. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after on claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
12. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
13. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Court Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Sign at -----

Date -----

Guarantor's signatory (1) -----

Capacity -----

Guarantor's signatory (2) -----

Capacity -----

Witness signatory (1) -----

Witness signatory (2) -----

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

This agreement is mandatory for all contractors appointed by the University of Venda or any other institution that do work for or on behalf of University.

This agreement is between:

THE PRINCIPAL CONTRACTOR:

Herein represented by.....

In his capacity, asBeing duly authorized hereto hereinafter

referred to as “contractor”.

Compensation Commissioner Number:
(Attach a copy of the Registration

Certificate to this agreement)

Company : Name:.....

Registration Number:

CEO : Name.....

ID Number:

Physical Address:

.....

**And the University of Venda
(Hereinafter referred to as “the Employer”)**

1. DEFINITIONS

- 1.1 **CONTRACTOR** Means the “Contractor” as defined in the “Principal Contract”.
Annexed hereto in his capacity as mandatory.
- 1.2 **MANDATORY** Includes an agent, contractor or subcontractor for work to be done or service rendered, but without derogating from his status in his own right as an employer of people or user of equipment, machinery, tools or materials.
- 1.3 **THE PRINCIPAL CONTRACT** Means the contract annexed hereto as annexure “A”.
- 1.4 **EMPLOYER** Means the University of Venda
- 1.5 **RISK CONTROL OFFICER** A person appointed in writing by Employer.
- 1.6 Any definitions contained in any Statute hereinafter mentioned shall have the meaning allocated to it by the specific statute.

2. OBJECTIVE

- 2.1 Whereas Employer and the Contractor have entered into a contract for service (work) as fully indicated in the “Principle Contract” and whereas the “Contractor” agreed to indemnify Employer against the risks stated hereunder whether foreseeable or not, and, whereas it is agreed between the parties that it is of cardinal importance to safeguard both Employer and the Contractor’s obligation in terms of relevant legislation as well as to extend the obligation as a company and/or legal person and/or person as an entity concerned with health, safety and the environment.
- 2.2 These rules are applicable to all contractors performing work for Employer within the jurisdictional area of the Employer and on any premises, which are owned, rented or developed by the Employer.
- 2.3 The Employer acts through those officials or persons who are generally or specifically charged with the responsibility, in terms of legislation, as well as any other official or person who is generally or specifically charged with the control and supervision of the project.

IT IS HEREBY AGREED AS FOLLOWS:

3. INDEMNITIES

- 3.1 The “Contractor” hereby indemnifies the “Employer” against any loss in respect of all claims, proceeding, damages, costs and expenses arising out of any claim or proceeding pertaining to the non-compliance by the “Contractor” of any statutory requirements and/or requirements regarding the following Acts in particular pertaining to the provisions of:
- 3.1.1 The Occupational Health and Safety Act 85 of 1993 (as amended), including the Construction Regulations, 2003 as promulgated on 18 July 2003, in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), in Government Gazette No. 25207 and Regulation Gazette No. 7721. See Annexure B.

- 3.1.2 The Health Act 63 of 1977.
 - 3.1.3 Road Traffic Act 29 of 1989 (as amended).
 - 3.1.4 Environment Conservation Act 73 of 1989.
 - 3.1.5 The National Water Act 36 of 1998.
 - 3.1.6 The Criminal Procedure Act 51 of 1977.
 - 3.1.7 The Explosives Act 26 of 1956.
 - 3.1.8 The Arms and Ammunition Act 75 of 1969.
 - 3.1.9 Compensation for Occupational Injuries and Diseases Act 130 of 1993.
 - 3.1.10 The Labour Relations Act 66 of 1995.
 - 3.1.11 The Unemployment Insurance Act 30 of 1966 (as amended).
 - 3.1.12 The Basic Conditions of Employment Act 75 of 1997 (as amended).
 - 3.1.13 Standards Act 29 of 1993.
 - 3.1.14 any statutory provisions in any act and/or any law or bylaw of any local government and/or any published official standard incorporated into any statute or bylaw relating to the completion of the work set out in the "Principal Contract".
 - 3.1.15 Any other health and safety standard prescribed by the "Employer".
- 3.2 The "Contractor" shall ensure that he familiarizes himself with the requirements of the above legislation and that he, his employees and any subcontractor will comply with all the statutory provisions contained in them.
- 3.3 The "Contractor" shall indemnify the "Employer" in respect of any physical loss or damage to any plant, equipment or other property belonging to the "Contractor" or for which he is responsible and he hereby indemnifies the "Employer" against any loss in respect of all claims, proceedings, damages, costs and expenses consequent upon the loss of or damage to any plant, equipment or other property belonging to, or which is the responsibility of, any subcontractor, agent or employee of the subcontractor.
- 3.4 The "Contractor" shall and hereby indemnifies the "Employer" against any liability, loss, claim or proceedings whatsoever, whether arising in common law or by statute, consequent on personal injuries to or the loss of health or death of any person whosoever arising out of or in the course of or caused by the execution of the "Principal Contract".
- 3.5 The "Contractor" shall and hereby indemnifies the "Employer" against any liability, loss, claim or proceedings consequent on loss of or damage to any movable or immovable property arising out of or in the course of or caused by the execution of the "Principal Contract" and due to any act or omission of the "Contractor", his agents, servants or subcontractors.

4. PERFORMANCE SAFE WORKING PRACTICE

- 4.1 The "Employer" requires a high standard of safe work performance from all employees and expects that the standard be maintained by the "Contractor" within the "Employer's" jurisdictional area or on its premises.
- 4.2 Irrespective of human considerations, the maintaining of these health and safety rules shall be the execution of the prescribed legal requirements. These rules are not to hinder the "Contractor" in rendering services or indemnify the "Contractor" from any legal responsibility to ensure healthy and safe work circumstances.
- 4.3 The "Employer" shall assist the "Contractor" in any practical considerations to accommodate the healthy and safe execution of work and therefore require co-operation in the execution of these safety rules.

5. LOCK OUT PROCEDURE

- 5.1 When power or air driven machines or equipment, electrical apparatus or pipe lines are examined, repaired, adjusted, cleaned, lubricated or serviced in any other way than normal servicing, then all isolating switches, -levers, valves or appliances must be put in the "off" or "closed" position and locked.
- 5.2 Should more than one team work on a machine, then each person in control of a team, must put a separate lock on the switch, lever, valve or appliance.

6. CRANES, VEHICLES AND HOISTING

- 6.1 For each crane or hoisting equipment used, the "Contractor" must submit a valid and recent test certificate or other form of the last examination of the machine or equipment, to the "Employer".
- 6.1.1 Only trained personnel with written permission and where determined by Law, with a valid driver's license, may be allowed to operate any electrical diesel or petrol driver overhead crane, hydraulic or electrical hoisting equipment, self-driven forklift, tractor or any other crane or vehicle. No employee of the "Contractor" may perform any overhead work or work on an overhead crane or hoisting equipment or work near cranes or crane rail, before:
- i) An agreement was concluded with the "Employer".
 - ii) Approval has been obtained from the "Employer" to perform the work.
 - iii) All applicable danger – and warning symbolic signs are put into position, or exemption, if applied for, is in operation.
- 6.2 The "Contractor" shall be wholly responsible for any loss or damage to cranes, hoisting equipment, plant, machines or equipment brought onto the work site by the "Contractor".

7. MACHINE VALANCES, PROTECTION AND FENDING

- 7.1 No machine valances, protection or fending may be removed from machines, manholes, etc. without the written permission of "Employer" if applicable exemption procedures were not appropriated.

8. SCAFFOLD, LADDERS, TOOLS AND EQUIPMENT

- 8.1 No equipment or appliance belonging to "Employer" may be used without written permission from "Employer".
- 8.2 Unless prior arranged, "Contractors" must bring sufficient tools and equipment to the site to finish the contract, including offices and storerooms. The mentioned equipment remains the responsibility of the "Contractor" with respect to loss, damage and theft.
- 1.3 In exceptional cases, where tools and equipment belonging to "Employer" are used to finish the contract, the said equipment and tools are used on own risk and the "Contractor" indemnifies "Employer" from any claims that may arise. The said indemnity must be in writing, as well as information regarding the loan period, identification and condition of tools and equipment. The "Contractor" is responsible for the returning of said tools and equipment in the same condition or better. The "Contractor" is responsible to "Employer" for any damage or excessive wear of such tools or equipment and material.

9. EXCAVATIONS

- 9.1 Before any excavations commence, written permission must be obtained from “Employer” to confirm the location of existing electrical cables, water pipes, etc.
- 9.2 All excavations and obstructions in floor, tar and dirt surfaces must be fenced effectively and safeguarded between sundown and sunup with a sufficient amount of red/yellow warning lights and symbolic signs.
- 9.3 The surrounding area must be kept clean, safe and tidy during excavation. Excess material may not obstruct unnecessarily.
- 9.4 If any property is in danger during excavation, it must be supported and the proposed support work must be submitted to the Department of Labour (OHS) and “Employer” for approval.
- 9.5 Written permission must be obtained from “Employer” to grant admittance to restricted areas as well as areas where dangerous or poisonous gases are present.

10. FIRST AID

- 10.1 The “Contractor” must provide and maintain a first aid box equipped according to legal requirement where more than (5) five persons are employed. The first aid box must be in the care of a person with a competency certificate from one of the following organizations:
- (i) SA Red Cross Association;
 - (ii) St Johns Ambulance;
 - (iii) SA First Aid League; or
 - (iv) A person or organization approved by the Chief inspector for this purpose.
- 10.2 A visible notice must be put up on any work premises with the name of the person responsible for first aid. In an emergency “Employer’s” Ambulance / Fire Department or emergency services may be contacted at (015) 290 2000.

11. FLAMMABLE LIQUIDS

- 11.1 The “Contractor” shall be held responsible for the necessary precautionary fire prevention measures. No smoking signs must be put up where applicable. The “Contractor’s” employees must be informed of “Employer’s” fire prevention measures and evacuation procedures.

12. COMPENSATION BY CONTRACTOR

- 12.1 The “Contractor” shall be held responsible for all loss of and damage to property, the death or injury of persons, the resultant loss or damage suffered as well as all law suits, claims, costs, charges, fines and expenses due to negligence, violation of statutory liability or neglect of the “Contractor” or the “Contractor’s” employees.

13. TRANSGRESSION OF RULES AND MISBEHAVIOUR

- 13.1 The “Contractor” is warned that any act(s) leading to damage or loss of employees of the “Contractor” or the “Employer” shall not be tolerated. The “Employer” may (without any reason) demand that any employee of the “Contractor” be withdrawn from the principal “Contract” or site.

14. INCIDENT REPORTING

- 14.1 All incidents referred to in Section 24 of the Occupational Health and Safety Act and or other incidents shall be reported, by the “Contractor”, to the Department of Labour, as well as to the “Employer” and should such an incident take place outside normal working hours, on a Saturday, Sunday or Public holiday provided with a written report relating to any incident.
- 14.2 The “Employer” will obtain an interest in the issue of any formal inquiry conducted in terms of the Occupational Health and Safety Act in any incident involving the “Contractor” and/or his employees and/or his subcontractors.
- 14.3 The “Contractor” undertakes to report to “Employer” anything deemed to be unhealthy and/or unsafe and that he undertakes to verse his employees and/or subcontractors in this regard.

15. LIAISON AND SUPERVISION

- 15.1 The “Contractor” hereby undertakes to liaise on a regular basis with the designated Risk Control Officer and “Employer” representative regarding any hazards or incidents that may be identified or encountered during the performance of the “Principal Contract”.

16. SERVICE INTERRUPTION

- 16.1 Should any work done by the “Contractor” cause a possible interruption, written permission must be obtained from “Employer”, before such work commences. The “Contractor” may not switch on or off any compressed air, steam, oxygen, vacuum supply or electrical supply without written permission from the “Employer”.

17. CONFIDENTIALITY

- 17.1 The “Contractor” and his employees shall regard all data, documentation and information of the contract and related documentation as confidential.
- 17.2 Lost documentation/plans or related documentation shall immediately be reported in writing to the “Employer”.
- 17.3 The “Contractor” shall not put up any advertisements or billboard at the site without permission.
- 17.4 The “Contractor” shall not take photographs of the contract site or part thereof or any work process or part thereof, without written permission from the “Employer”, or have photographs taken, published or let it be published.

18. CONTRACT SITE AND PRESERVATION

- 18.1 Employees of the “Contractor” shall not be allowed entrance to the site unless a valid identity document, issued by “Employer”, is displayed. The mentioned documents shall only be valid for a limited period, where after it must be renewed.

19. COMPLETION OF WORK

- 19.1 The "Contractor" or his employees shall not leave the contract site before the "Employer" is satisfied that the contract is completed according to the requirements and standards set out in the contract and that the working site is left in a satisfactory and safe condition.

20. LIQUOR, DRUGS, DANGEROUS WEAPONS AND FIREARMS

- 20.1 The "Contractor" shall ensure that no liquor, drugs, dangerous weapons or firearms be brought onto the premises.

21. SEARCHES

- 21.1 The "Contractor" and any person engaged in the contract work may at any time be searched by "Employer" appointed security personnel and all packages, suitcases, etc. must be presented to the access control point for examination prior to them being brought onto the property or leaving the property.

22. GENERAL CONDITIONS

- 22.1 Notwithstanding anything to the contrary in this agreement, it is hereby specifically determined that the "Contractor-"

22.1.1 shall have acquainted himself and be conversant with the contents of all statutory provisions applicable to the health and safety of workers and other persons on the site including the execution of the work, and in particular the conditions contained in the Occupational Health and Safety Act, 1993 (Act 85/1993), and the regulations promulgated in terms thereof, and shall comply therewith meticulously and in all aspects and/or take care that it is complied with;

22.1.2 shall be obliged to immediately execute all instructions given to him by an authorized representative of "Employer" in order to ensure and uphold the implementation and enforcement of the provisions referred to in sub-paragraph 1, to the satisfaction of the said representative;

22.1.3 shall indemnify the "Employer" against any or all liability which may be incurred by the "Employer" as a result of the omission of the "Contractor", his employees, sub-contractors and/or representatives to comply with the provisions referred to in sub-paragraph 1, or to ensure that it shall be complied with;

22.1.4 shall undertake to pay upon demand any and/or all legal costs and other expenses which "Employer" may have incurred as a consequence of any criminal charges or other proceedings pending against, or involving the "Employer" as a result of the contravention or non-compliance by the "Contractor", his employees, sub-contractors and/or representative of any of the statutory provisions referred to in sub-paragraph 1.

22.1.5 Should the "Contractor" neglect to immediately execute any health and safety written orders issued to him, or to his employee in charge of the works, in terms of the stipulations of sub-paragraph 2, the "Employer" shall be entitled to suspend the execution of the works and take the necessary steps to execute or have such order executed. Under these circumstances the contractor shall be obliged to pay "Employer", upon demand, all costs and expenses incurred by "Employer", in order to execute or have the said orders executed.

22.1.6 Should the abovementioned steps not establish a healthy and safe work environment the "Employer" will be entitled to terminate the contract without incurring any further costs or claims from the contractor?

23. “CONTRACTOR” IDENTIFICATION BOARD

23.1 The “Contractor” shall provide on any work premises a temporary identification board containing at all worksites the following information:

- Company name on behalf of which division/department the work is being done.
- The contact number and name of the person representing the “Contractor”.
- The contact number and name of the person representing “Employer”

24. ACKNOWLEDGEMENT

24.1 The “Contractor” hereby acknowledges that he has read and received a copy of the “Principal Contract” and agrees to be bound by and undertakes to observe all the terms and conditions of the “Principal Contract”. This appointment is made in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993.

25. EXCEPTIONS AND OMISSIONS

26. REMARKS

THE CONTRACTOR

SIGNED AT ON THIS DAY OF

WITNESSES:

.....
THE CONTRACTOR

1.

2.

THE EMPLOYER

SIGNED AT ON THIS DAY OF.....

WITNESSES

.....
THE EMPLOYER

1.

2.

C1.5: Agreement with Adjudicator – Pro Forma

This agreement is made on the.....day of 20.....between: The Employer
(name of company / organisation)
of (address).....
.....and the Contractor
(name of company / organisation)
of (address).....
..... (hereinafter called **the Parties**)

and
(name).....
of (address)
..... (hereinafter called **the Adjudicator**)

Disputes or differences may arise/have arisen* between the Parties under a Contract dated.....
and known as Contract No.....
(Contract title)

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 endeavour 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:

(Signature): (Signature): (Signature):

Name: **Name:** **Name:**

who warrants that he/ she is
duly authorised to sign for and
on behalf of the **First Party** in
the presence of

who warrants that he/ she is
duly authorised to sign for
and on behalf of the **Second
Party** in the presence of

the **Adjudicator** in the
presence of

Witness:	Witness:	Witness:
(Signature).....	(Signature).....	(Signature).....
Name:	Name:	Name:
Address:	Address:	Address:
.....
.....
 Date:	 Date:	 Date:

PART C2: PRICING DATA

C2.1: PRICING INSTRUCTIONS

C2.2: BILL OF QUANTITIES

SUPPLY AND INSTALLATION OF THE PERIMETER FENCE (CLEARVIEW) AT THE UNIVERSITY OF VENDA CAMPUS

C2.1 Pricing Instructions

1. GENERAL

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

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

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

2. DOCUMENTS MUTUALLY EXPLANATORY

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

3. DEFINITIONS

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

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

4. DESCRIPTIONS

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

5. **REFERENCES**

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

6. **UNITS OF MEASUREMENT**

The units of measurement indicated in the Bill of Quantities are metric units.

The following abbreviations are used in the Bill of Quantities:

%	=	per cent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
MN	=	meganewton
MN-m	=	meganewton-metre
MPa	=	megapascal
m ²	=	square metre
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
m ² -pass	=	square metre-pass
no	=	number
PC sum	=	Prime Cost sum
Prov Sum	=	Provisional Sum
sum	=	lump sum
t	=	ton (1 000 kg)

7. **NET MEASUREMENTS**

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

8. **QUANTITIES**

The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.

The Contract Amount to be determined in accordance with the conditions of contract identified in the Contract Data shall be computed from the actual quantities of authorized work done, value at rates determined in terms of the Contract Data, against the respective items in the Bill of Quantities.

9. **CURRENCY**

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

10. **VALUE ADDED TAX**

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

11. **RATES AND PRICES**

11.1 **General**

- a) The Contractor must price each item in the Bill of Quantities in BLACK INK. Reproduced computer printouts of the Bills of Quantities will not be acceptable.
- b) The rates and prices to be inserted in the Bill of Quantities shall cover all the services and incidentals for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- c) Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Data, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts contracted for the items scheduled in the Bill of Quantities. Separate additional payments will not be made.
- d) A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill. The Contractor will not be paid for items against which no rate or lump sum has been entered in the Bill of Quantities.
- e) Should the Contractor group a number of items and contract one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.
- f) Should the Contractor indicate against any item that compensation for such item is included in another item, the rate for the item included in another item shall be deemed nil.
- g) A submission may be regarded as non-responsive if any rates or lump sums in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion.

11.2 **"Rate only" items**

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

11.3 Arithmetic

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

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

If bills of quantities (or schedule of quantities or schedule of rates) 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.

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.

11.4 Labour Intensive work

Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letters LI in a separate column or as a prefix or suffix against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of works, is a deviation from the contract. The items marked with the letters 'LI' are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.

Where minimum labour intensity is specified by the design the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity target.

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

12. VARIATION IN TEXT

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



SUPPLY AND INSTALLATION OF THE PERIMETER FENCE (CLEARVU) AT THE UNIVERSITY OF VENDA CAMPUS

TENDER NO : IN/015/2020

C2.2 Bill of Quantities

SUPPLY AND INSTALLATION OF THE PERIMETER FENCE (CLEARVIEW) AT THE UNIVERSITY OF VENDA CAMPUS

PROJECT NUMBER: IN/015/2020

SCHEDULE 1 : PRELIMINARY AND GENERAL

ITEM NO.	REF	DESCRIPTION	UNIT	QUANT	RATE	AMOUNT
	SABS 1200A	<u>SCHEDULE 1 : PRELIMINARY AND GENERAL</u>				
1.1	8.3	<u>FIXED CHARGE AND VALUE RELATED ITEMS</u>				
1.1.1	PSA 4.1	Contractual Requirements	Sum	1		
1.1.2	8.3.2	<u>Establish facilities on the site</u>				
1.1.2.2	8.3.2.2	ii) <u>Facilities for Contractor</u>				
		a) Offices and storage sheds	Sum	1		
		d) Living accommodation	Sum	1		
		e) Ablution and latrine facilities	Sum	1		
		f) Tools and equipment	Sum	1		
		g) Water supplies, electric power & communications	Sum	1		
		h) Dealing with water	Sum	1		
		j) Plant	Sum			Rate only
1.1.3	8.3.3	Other fixed charge obligations	Sum	1		
1.1.4	8.3.4	Removal of Engineer's and Contractor's site establishment from site on completion of works.	Sum	1		
	SABS 1200A					
1.2	8.4	<u>TIME RELATED ITEMS</u>				
1.2.1	PSA 4.2	Contractual requirements	Sum	1		
1.2.2	8.4.2	<u>Operations and maintenance of facilities on site</u>				
1.2.2.1	8.4.2.1	Facilities for Engineer for duration of construction (SABS 1200 AB)				
		a) Engineer's office	Sum	1		
		b) Name board	No	0		
		c) Survey assistants and material	Sum	1		
1.2.3	8.4.2	<u>Operations and maintenance of facilities on site</u>				
1.2.3.1	8.4.2.2	<u>Facilities for the Contractor for the duration of the Contract, except where otherwise stated</u>				
		a) Offices and storage sheds	Sum	1		
		d) Ablution and latrine facilities	Sum	1		
		e) Tools and equipment	Sum	1		
TOTAL CARRIED FORWARD						

SUPPLY AND INSTALLATION OF THE PERIMETER FENCE (CLEARVIEW) AT THE UNIVERSITY OF VENDA CAMPUS

PROJECT NUMBER: IN/015/2020

SCHEDULE 1 : PRELIMINARY AND GENERAL

ITEM NO.	REF	DESCRIPTION	UNIT	QUANT	RATE	AMOUNT
TOTAL BROUGHT FORWARD						
		f) Water supplies, electric power & communications	Sum	1		Rate only
		g) Dealing with water	Sum	1		
		h) Access	Sum	1		
		i) Plant	Sum			
1.2.4	8.4.3	Supervision for duration of the construction	Sum	1		
1.2.5	8.4.4	Company and Head Office overhead costs for the duration of the Contract	Sum	1		
1.2.6	8.4.5	Other time related obligations	Sum	1		
1.3	PSA 4.4	<u>Occupational Health and Safety</u> Provision for the cost related to the Occupational Health and Safety Act, 85 of 1993, and the relevant Regulations:				
1.3.1		a) Preparation of a Health & safety Plan	Sum	1		
1.3.2		b) Compilation of a Risk Assessment prior to Construction	Sum	1		
1.3.3		c) Health & Safety induction Training of employees	Sum	1		
1.3.4		d) Compilation and keeping up to date the Health & Safety file which shall include all documentation required in terms of the act	Sum	1		
1.3.5		e) Implementation of the Health and Safety Plan over the entire construction period	Sum	1		
TOTAL SCHEDULE 1 CARRIED FORWARD TO SUMMARY						

SUPPLY AND INSTALLATION OF THE PERIMETER FENCE (CLEARVIEW) AT THE UNIVERSITY OF VENDA CAMPUS

PROJECT NUMBER: IN/015/2020

SCHEDULE 2 : FENCING EARTHWORKS

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2.1	SABS 1200 C	<u>SITE CLEARANCE</u>				
2.1.1	8.2.1	Clear and grub up to 4m wide	ha	3.48		
	8.2.2	Remove and grub large trees and tree stumps of girth				
		a) over 1m and up to and including 2m	No	60		
		b) over 2m and up to and including 3m	No	12		
2.2	SABS 1200 D	<u>RESTRICTED EXCAVATION</u>				
2.2.1	8.3.3 a)	Excavate for restricted foundations, footings and pipe trenches in all materials and dispose/stockpile				
	PSD 2.1					
		a) Fencing Post and Gate Post	m ³	308		
		b) Edge Beam	m ³	383		Rate Only
2.2.2	8.3.3 b)	<u>Extra-over items 2.2.1 for excavation in:</u>				
		a) Intermediate excavation (Provisional)	m ³	31		
		b) Hard rock excavation (Provisional)	m ³	8		
		c) Boulder excavation class A (Provisional)	m ³	3		
		d) Boulder excavation class B (Provisional)	m ³	3		
2.2	SABS 1200 DM	<u>EARTHWORKS (ROADS,SUBGRADE)</u>				
2.2.1		Treatment of roadbed:				
		a) Roadbed preparation and compaction of material to:				
		i) Minimum of 90% of modified AASHTO maximum density	m ³	5221		
2.3	SABS 1200 ME	<u>SUBBASE</u>				
		a) Construct the 150mm gravel wearing course G7 with material excavated in all materials from borrow MOD AASHTO	m ³	0		Rate Only
TOTAL SCHEDULE 2 CARRIED FORWARD TO SUMMARY						

SUPPLY AND INSTALLATION OF THE PERIMETER FENCE (CLEARVU) AT THE UNIVERSITY OF VENDA CAMPUS

PROJECT NUMBER: IN/015/2020

ADDENDUM NO.1

SCHEDULE 3: PERIMETER FENCE AND GATE

ITEM NO.	PAYM. REF	DESCRIPTION	UNIT	QUANT	RATE	AMOUNT
3.1		FENCING				
		Supply and install a 2.4m high security Clear vu or similar fencing and electric fencing on the inside with the following specification or similar on Flat Slope 76.2mm x 12.7mm mesh apperture Wire diameter of 3mm horizontal and 4mm Vertical 4 Stiffening wire bend a) Galvanised coating after welding Six strings Electric wiring (600mm) and all required Energisers and Enclosure to comply with SANS 10222-3:2016 or applicable latest regulations Corner and intermediate Posts and fixing Accessories and 400x400x 600mm deep hole with 25Mpa Concrete	m	5656		
		Supply and install a 2.4m high security Clear vu or similar fencing and electric fencing on the inside with the following specification or similar on Steep Slope 76.2mm x 12.7mm mesh apperture Wire diameter of 3mm horizontal and 4mm Vertical b) 4 Stiffening wire bend Galvanised coating after welding Six strings Electric wiring (600mm) and all required Energisers and Enclosure to comply with SANS 10222-3:2016 or applicable latest regulations Corner and intermediate Posts and fixing Accessories and 400x400x 600mm deep hole with 25Mpa Concrete	m	3046		
		c) Supply and install a 2.4m high security Clear vu or similar fencing with the following specification or similar on Flat Slope 76.2mm x 12.7mm mesh apperture Wire diameter of 3mm horizontal and 4mm Vertical 4 Stiffening wire bend Galvanised coating after welding affixed to panel edge, internally at 150mm intervals using Anti-400x400x 600mm deep hole with 25Mpa Concrete	m	5656		Rate Only
		Supply and install a 2.4m high security Clear vu or similar fencing with the following specification or similar on Steep Slope 76.2mm x 12.7mm mesh apperture d) Wire diameter of 3mm horizontal and 4mm Vertical 4 Stiffening wire bend Galvanised coating after welding affixed to panel edge, internally at 150mm intervals using Anti-400x400x 600mm deep hole with 25Mpa Concrete	m	3046		Rate Only
		e) Supply and install a 600mm deep under dig matching the security fencing including Earthworks (Ristricted Excavavtioin and Backfill)	m	8702		
3.2		GATE				
		a) Supply and install 2.4 m high 3m double leaf swing security gates to match the fence	no	2		
		b) Supply and install 2.4m high sliding security gate of 8000mm to match the fence	no	2		
3.3		DEALING WITH EXISTING FENCING				
		Remove existing fencing of the following type and store it on the site provided by the Client. Rate should be all inclusive of digging and removing				
		i) Concrete Palisade Fencing	m	3735		Rate only
		ii) Steel Palisade Fencing	m	1643		Rate only
		iii) Diamong Mesh Fencing	m	50		Rate only
		iii) Double leaf steel Gate	no	3		
		iv) 8m Steel sliding palisade gate	no	1		
TOTAL CARRIED FORWARD						

SUPPLY AND INSTALLATION OF THE PERIMETER FENCE (CLEARVU) AT THE UNIVERSITY OF VENDA CAMPUS

PROJECT NUMBER: IN/015/2020

SCHEDULE 3: PERIMETER FENCE AND GATE

ITEM NO.	PAYM. REF	DESCRIPTION	UNIT	QUANT	RATE	AMOUNT
TOTAL CARRIED FORWARD						
3.3	SABS 1200 G	b) identified by the Contractor. Rate should be all inclusive of digging and removing				
		i) Concrete Palisade Fencing	m	3735		Rate only
		ii) Steel Palisade Fencing	m	1643		Rate only
		iii) Diamond Mesh Fencing	m	50		Rate only
		iii) Double leaf steel Gate	no	3		Rate only
		iv) 8m Steel sliding palisade gate	no	1		Rate only
	8.4.3	CONCRETE WORKS <u>Strength concrete - class 25MPa/19mm</u> a) Fencing Edge beam	m ³	383		Rate Only
TOTAL FOR SCHEDULE 3 CARRIED TO SUMMARY						

SUPPLY AND INSTALLATION OF THE PERIMETER FENCE (CLEARVIEW) AT THE UNIVERSITY OF VENDA CAMPUS

PROJECT NUMBER: IN/015/2020

SCHEDULE 4: STROM WATER ATRUCTURE

No.	PAYM. REF.	DESCRIPTION	UNIT	QUANT	RATE	AMOUNT
4.1	1200DB 8.3.2	<u>EXCAVATION</u> Excavate in all materials for trenches, backfill, compact and dispose of surplus material:				
4.1.1		<u>Trenches for depth:</u> a) 0 Up to 1,5m deep b) 1.5 Up to 2,5m deep	m ³ m ³	51 51		Rate Only
4.1.2		<u>For KI, JB & Headwall:</u> a) 0 Up to 1,5m deep b) 1.5 Up to 2,5m deep	m ³ m ³	10 10		Rate Only
4.2	8.3.2b)	<u>Extra-over item 4.1.1 for:</u> a) Backfill stabilized with 5% cement where directed by the Engineer	m ³	20		
4.30	8.3.2c) 8.3.3.1	<u>Excavate & spoil unsuitable material from trench</u> <u>Make up deficiency in backfill material</u> c) By importation from commercial sources	m ³ m ³	31 15		
4.4	1200LB	<u>PIPE BEDDING (Class B)</u>				
4.4.1		<u>Selected granular material for bedding cradle from:</u> a) Trench excavation b) Commercial resources or borrow pits	m ³ m ³	10 10		
4.4.2		<u>Selected fill material for bedding blanket from:</u> a) Trench excavation b) Commercial resources or borrow pits 8.2.3 Concrete bedding cradle 8.2.4 Encasing of pipes in concrete Class 25/19	m ³ m ³ m ³ m ³	45 45 5 5		
4.5	1200LE	<u>STORMWATER STRUCTURES</u>				
4.5.1	8.2.1	<u>Supply, lay, bed on Class B bedding the following concrete pipe culverts:</u> a) 450 mm diameter Class 50D b) 600 mm diameter Class 50D c) 600 mm diameter Class 100D	m m m	43.92 43.92 43.92		Rate Only Rate Only
4.5.2	8.2.5	<u>In-situ Concrete, Formwork and Reinforcing Steel</u> a) Formwork Horizontal b) Formwork Vertical, irrespective of width c) Reinforcing Mesh ref. 311 to floor and cover slabs	m ² m ² m ²	25 25 34		
4.5.3	8.2.6	<u>Concrete</u> a) Floor slabs and Cover slabs (Class 25/19) b) Blinding (Class 15/19) c) Mass Concrete (Class 15/19) d) Soil Crete (5% Cement)	m ³ m ³ m ³ m ³	7 7 2 5		
TOTAL FOR SCHEDULE 4 CARRIED TO SUMMARY						

<p style="text-align: center;">UNIVERSITY OF VENDA</p> <p style="text-align: center;">SUPPLY AND INSTALLATION OF THE PERIMETER FENCE (CLEARVIEW) AT THE UNIVERSITY OF VENDA CAMPUS</p> <p style="text-align: center;">PROJECT NUMBER: IN/015/2020</p> <p style="text-align: center;">SUMMARY OF SCHEDULE OF QUANTITIES</p>		
SCHEDULE	DESCRIPTION	AMOUNT
1	PRELIMINARY AND GENERAL	R
2	FENCING EARTHWORKS	R
3	PERIMETER FENCING	R
4	STORM WATER STRUCTURE	R
SUB TOTAL A		R
CONTINGENCIES (10% OF SUBTOTAL A) The sum provided here is under the sole control of the Engineer and to be used at the discretion of the Engineer and could be deducted in whole or in part if not required.		R
SUB TOTAL B		R
VALUE-ADDED TAX (15% ON SUBTOTAL B)		R
TOTAL CONTRACT AMOUNT		R

PART C3: SCOPE OF WORK

C3.1: STANDARD SPECIFICATIONS

C3.2: PROJECT SPECIFICATIONS

C3.3: PARTICULAR SPECIFICATIONS

SUPPLY AND INSTALLATION OF THE PERIMETER FENCE (CLEARVIEW) AT THE UNIVERSITY OF VENDA CAMPUS

TENDER NO : IN/015/2020

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C3.3 PARTICULAR SPECIFICATIONS

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SUPPLY AND INSTALLATION OF THE PERIMETER FENCE (CLEARVIEW) AT THE UNIVERSITY OF VENDA CAMPUS

TENDER NO : IN/015/2020

C3.1 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are:

SABS 1200 A 1986	:	General
SABS 1200 AB 1986	:	Employer's Agent 's Office
SABS 1200 C 1980 (Amended 1982)	:	Site Clearance
SABS 1200 D 1988 (Amended 1990)	:	Earthworks
SABS 1200 DB	:	Earthworks
SABS 1200 DM	:	Earthworks (Roads, Subgrades)
SABS 1200 LE	:	Storm water drainage
SANS 10222-3 2016	:	Electrical security installations

(Note: "SABS" has been changed to "SANS"; the SABS 1200 specifications are due to be replaced in the foreseeable future by SANS 1200)

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria:

SANS 1921 – 1 (2004)	:	Construction and Management Requirements for Works Contracts Part 1: <i>General Employer's Agenting and Construction Works</i>
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SUPPLY AND INSTALLATION OF THE PERIMETER FENCE (CLEARVIEW) AT THE UNIVERSITY OF VENDA CAMPUS

TENDER NO : IN/015/2020

C3.2: PROJECT SPECIFICATIONS

STATUS

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met.

Part B contains variations, amendments and additions to the Standardized Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Employer's Agent before the execution of the work under the relevant item.

The standard specifications which form part of this contract have been written to cover all phases of work normally required for civil contracts, and they may therefore cover items not applicable to this particular contract.

C3.2 PROJECT SPECIFICATIONS

PART A: GENERAL

PS1 PROJECT DESCRIPTION

The project entails the Supply and Installation of the perimeter fence (CLEARVIEW) at the University of Venda, Thohoyandou Campus. It is expected that the works should not disrupt the functioning of the University sewer system and should be treated as a live system at all times.

PS2 DESCRIPTION OF THE SITE AND ACCESS

2.1 Location of site

The limits of the project are as shown on the locality plan bound into the book of drawings to be received together with this document.

This project is situated in the University of Venda, Thohoyandou Campus.

2.2 Access to site

Access to the site can be obtained from the Punda Maria Road.

The contractor shall be responsible for the maintenance and reinstatement of damage caused by him or his Agents/deliveries to vehicular access tracks and rights of way. No damage to fauna and flora located outside the limits of the construction will be permitted on the contract.

The contractor shall take cognizance of the aforementioned items concerning roads and tracks and allow for any costs in his Tender under the relevant section in the Bill of Quantities.

PS3 DETAILS OF THE WORKS

A brief detail of the works for which this specification is applicable is as follows:

3.1 Fencing

The existing fencing comprise of the following:

Type	Length (m)
Concrete Palisade	3735
Steel Palisade	1643
Totals	5378

3.2 Removal of Existing Fence

The service provider will be responsible to remove and dispose of the existing fence remains.

3.3 Proposed Scope

The following is proposed for implementation:

- ◇ Clearing and grubbing
- ◇ Earthworks
- ◇ Removing of the existing fences
- ◇ Supply and install of the Clearview fence with Electrical fencing
- ◇ Supply and Install of the motorised Clearview gates
- ◇ Storm water/Culvert

3.4 Site works

The Contractor shall, on completion of each section of fence, remove all cut-offs and other loose wire so as not to create a hazard. The Contractor must remove and dispose of any spoil materials and rocks and leave the works neat and tidy on completion.

3.5 Nature of ground conditions and subsoil conditions

The site is covered with 300 to 400mm reddish brown clay with roots. The reddish clay overlies Basalt, which is part of the Sibasa Formation of the Beit Bridge Complex.

The area is drained entirely by means of surface flow to the Dzindi River which later drains to the more significant Luvuvhu River. The area falls into the catchment area of the Luvuvhu River. The area is approximately 6.6km north-west of the Luvuvhu River.

3.6 Climatic conditions

The area is located in the summer rain fall zone of the Republic of South Africa. The mean annual precipitation of the area is approximately 794 mm according to the weather station at Sibasa. The maximum temperature seldom rises above 36 degrees Celsius and the minimum seldom reach -2 degree Celsius.

3.7 Labour recruitment conditions

The recruitment of the local Labour can be done through the University of Venda.

3.8 Construction in confined Areas

It may be necessary for the Contractor to work within confined areas. Except where provided for in the specifications, no additional payment shall be made for work done in restricted areas. In certain places the width of the fill material may decrease to zero and the working space may be confined. The method of construction in these confined areas largely depends on the Contractor's constructional plant.

However, the Contractor shall note that, unless provided for in terms of the scheduled payment items in the SABS 1200 Standard Specifications or these project specifications, measurement and payment shall be in accordance with the specified cross sections and dimensions only, irrespective of the method used for achieving these cross sections and dimensions, and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment shall be made nor shall any claim for additional payment be considered in such cases.

PS4 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

4.1 General

The Contractor is referred to **SANS 1921: 2004 parts 1, 2 and 3: Construction and Management Requirements for Works Contracts**. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

4.2 Drawings *(Read with SANS 1921 – 1: 2004 clauses 4.1.7; 4.1.11 and 4.1.12)*

The reduced drawings form part of the Tender documents as mentioned under Part T1 and shall be used for Tendering purposes only.

The contractor shall be supplied with three complete paper copies of the construction drawings free of charge. The Contractor shall at his own expense re-produce further paper prints required for the construction of the work.

At the completion of the Contract, the Contractor shall return to the Employer's Agent all drawings, provided or made, during the contract period.

Any information which the Contractor has control over and which is required by the Employer's Agent Representative to complete the as-built drawings shall be made available to the Employer's Agent Representative before the Certificate of Completion is issued.

Only written dimensions may be used. Dimensions are not to be scaled from drawings unless ordered by the Employer's Agent. The Employer's Agent will supply all figures / dimensions which are not shown on the drawings. The levels or dimensions given on the drawings are subject to confirmation on site. The Contractor shall submit all levels and dimensions to the Employer's Agent for confirmation before he commences with any structural construction work. The Contractor shall also check all dimensions which are given on the drawings and inform the Employer's Agent of any conflicting dimensions.

4.3 Responsibilities for design and construction *(Read with SANS 1921 – 1:2004 Clause 4.2)*

4.3.1 The responsibility strategy followed in this contract shall be A.

4.3.2 The structural and civil Employer's Agent responsible for the design in accordance with the specification is: Endecon Ubuntu (Pty) Ltd

4.4 Planning, Programme and Method Statements *(Read with SANS1921-1:2004 clause 4.3)*

4.4.1 Preliminary programme

The Contractor shall include with his Tender a preliminary programme on the prescribed form to be completed by all Tenders. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

Tenders may submit Tenders for an alternative Time for Completion in addition to a Tender based on the initial Tendered Time for Completion. Each such alternative Tender shall include a preliminary programme similar to the programme above for the execution of the works, and shall motivate his proposal clearly by stating all the financial implications of the alternative completion time.

The Contractor shall be deemed to have allowed fully in his Tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

4.4.2 Programme in terms of Clause 5.6 of the General Conditions of Contract

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the Tender shall be used as basis for this programme.

The following must be stated on the programme:

- (a) The quantity of work applicable to each bar item as well as the rate at which the work will be completed.
- (b) A budget of the value of completed work, month by month, for the full contract period.
- (c) The critical path.
- (d) Work to be undertaken by Local Contractor (if applicable)
- (e) Training Courses
- (f) Schedule of plant and resources to be utilized

4.4.3 Time for Completion

The Tender shall indicate under section C1.2.2: **Data provided by Contractor** the time within which the contract shall be completed.

4.4.4 Delay in Completion

The Contractor shall organise the Works in such a manner that no delays occur. Delays due to faulty organisation or lack or shortage of materials or labour or co-operation with other parties or to any other cause within the control of the Contractor will not be countenanced and full power is reserved by the Employer's Agent to order the Contractor to expedite the work should the work, in the opinion of the Employer's Agent, not progress in a satisfactory way.

4.5 Quality Assurance (QA) *(Read with SANS 1921 – 1: 2004 clause 4.4)*

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Employer's Agent. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Employer's Agent will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Employer's Agent or the Employer's Agent's representative to act as foreman or surveyor.

4.6 Management and disposal of water *(Read with SANS 1921 - 1: 2004 clause 4.6)*

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

4.7 Earthworks *(Read with SANS 1921 - 1: 2004 clause 4.10)*

4.7.1 Borrow pits and spoil areas

The spoil sites shall be determined on site in conjunction with the Employer's Agent and the Employer. The Contractor shall be permitted to use only those spoil areas approved by the Employer's Agent.

Should the Contractor wish to use any other spoil area for the disposal of soil, rubble, vegetation, etc, its use shall be subject to the approval of the Employer's Agent and the landowner.

4.8 Testing *(Read with SANS 1921 – 1: 2004 clause 4.11)*

4.8.1 Process control

The Contractor shall arrange for his own process control tests. The Contractor will be expected to employ the services of an accredited laboratory to perform the control testing. The Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Employer's Agent. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

4.8.2 Acceptance control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Employer's Agent for acceptance control. However, before accepting any work, the Employer's Agent may have his own acceptance control tests carried out by an independent laboratory. The cost of additional tests for acceptance testing shall be to the account of the client.

4.9 Site Establishment *(Read with SANS 1921 - 1: 2004 clause 4.14)*

4.9.1 Contractor's camp site and depot

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel, labourers, clerk of works and contracts manager.

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

The area available for the Contractor's will be indicated during the site inspection. The Contractor must take note that the other Contractor's as well as the Employer's Agent's facilities will also be in the same area. The Contractor shall conform to all local authority, environmental and industrial regulations.

4.9.2 Power Supply

The Contractor shall make his own arrangements concerning the supply of electrical power at the contractor's campsite. No direct payment shall be made for the provision of electrical services. Electrical power cannot be guaranteed by the service provider. During power failures and shortages, the Contractor must make his own arrangements for the provision of electricity.

The rates Tendered for the relevant items in the Preliminary and General Section of the schedule shall include all costs for the establishment and maintenance of a power supply to the works.

4.9.3 Water Supply and Sewer

The Contractor shall erect and maintain on the site proper ablution facilities. The Contractor shall service and maintain the facilities in a clean and hygienic state for the duration of the contract period and on completion of the works from the site.

The Contractor shall make his own arrangements concerning the supply of water and sewer disposal at the contractor's campsite. No direct payment shall be made for the provision of water or sewer disposal.

The Contractor must supply all necessary materials for the water connection at a position pointed out by the Employer's Agent. The availability of water cannot be guaranteed by the Employer and in the event of water no longer being freely available, the Contractor must make his own arrangements to acquire it.

The rates Tendered for the relevant items in the Preliminary and General Section of the schedule shall include all costs for the establishment and maintenance of water supply to the works and the Contractor shall make his own arrangements for the possible conveyance and storage of water if necessary. The Contractor will be held responsible for any wastage of water due to negligence.

4.9.4 Accommodation of Employees

No employees except for security guards will be allowed to sleep or be accommodated on the site.

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

No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets will only be allowed where temporary facilities have to be provided.

4.9.5 Water for construction

The availability of water cannot be guaranteed by the Employer and in the event of water no longer being freely available, the Contractor must make his own arrangements to acquire it.

The rates Tendered for the relevant items in the schedule of quantities shall include all costs for the establishment and maintenance of water supply for the works and the Contractor shall make his own arrangements for the possible conveyance and storage of water if necessary. The Contractor will be held responsible for any wastage of water due to negligence.

4.9.6 Facilities for the Employer's Agent

One site office as well as a meeting facility, as described under Clause PSAB1.1, is required for the Employer's Agent.

No housing is required for the Employer's Agent or his Representative.

4.9.7 Telephone Facilities

Telephone and facsimile facilities are needed on the site (refer Clause PSAB2.1).

4.9.8 Survey beacons *(Read with SANS 1921 - 1: 2004 clause 4.15)*

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as bench-marks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

4.10 Existing Services *(Read with SANS 1921 - 1: 2004 clause 4.17)*

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

Services belonging to the following service owners will be encountered:

SERVICE OWNER	TYPE OF SERVICE
University of Venda	Electrical/Power lines Communication cables Water and sewer lines reticulation within the university

Two weeks prior to commencing construction activities in a particular area, the Contractor shall also diligently enquire of University as to whether there are any other known services which have not been shown on the drawings but which may be affected by the construction activities in that area, and any such services shall be brought to the attention of the Employer's Agent immediately. The contractor shall make provision in his programme for the location and/or shifting of services.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval/ Sub contractors for the relocation of the Known service requiring relocation, shall not be used as a reason to claim for extension of time or standing time and related costs.

4.11 Health and Safety (Read with SANS 1921 - 1: 2004 clause 4.18)

4.11.1 General statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act (OHSA) No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2014 issued on 7 February 2014 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in section C1.4.

4.11.2 Health and Safety Specifications and Plans

(a) Employer's Health and Safety Specification

A Health and Safety Specification is included in Section C3.3, Part PE of the Tender documents as part of the Particular Specifications.

(b) Tender's Health and Safety Plan

The Tenderer shall submit within 14 days after award of Tender, his own documented Health and Safety Plan proposed to be implemented for the execution of the work under the contract. The Health and Safety Plan must at least cover the following:

- (i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 9 to 30;
- (ii) Pro-active identification of potential hazards and unsafe working conditions;
- (iii) Provision of a safe working environment and equipment;
- (iv) Statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 7*);
- (v) monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- (vi) details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 8 and other applicable regulations; and
- (vii) details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2014.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs.

4.11.3 Cost of compliance with the OHS Construction Regulations

The rates and prices Tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract.

Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

4.12 Management of the environment (Read with SANS 1921 - 1: 2004 clause 4.19)

Respect for the environment is an important aspect of this contract and the Contractor shall pay special attention to the following:

4.12.1 Natural Vegetation

Only those trees and shrubs directly affected by the works and such others as the Employer's Agent may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Employer's Agent.

4.12.2 Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire, the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

4.12.3 Environmental Management Plan

In addition to the above all requirements according to the Environmental Management Plan as detailed in C3.3, Particular Specifications Part C, will be adhered to.

4.13 Contract Name board

One official contract name board, as per C4.2 *Site Information: Construction Notice Board*, is required for this contract.

PS5 SECURITY CLEARANCE OF PERSONNEL

Tenderers should note that the Employer may require that Security Clearance investigations be conducted on any number of the Tender's personnel.

If so required, the Tenderer must remove personnel as indicated immediately and ensure that they have no access to the works or documentation or any other information pertaining the site.

The Employer shall not be liable for any cost concerning the removal of personnel or the effect thereof on the execution of the work.

PS6 SUPPLY OF MATERIALS

All material to be used in the Works is to be supplied by the Contractor.

The Contractor shall ensure that the work is not delayed due to the lack of materials on Site, by placing orders for material required under this Contract as soon as possible. No extension of time will be allowed for any delay due to the supply of materials.

Although the quantities have been carefully calculated, it must be considered as approximate only and the Contractor, before ordering any materials, should check the quantities required. The bill of quantities is provisional.

C3.2 PROJECT SPECIFICATIONS

PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

PSA **GENERAL (SABS 1200 A)**

PSA 1 **MATERIALS (Clause 3)**

PSA 1.1 **Standardisation mark (Clause 3.1)**

Add the following to the Clause:

All material delivered to the site shall bear the Official Standardisation Mark.

PSA 2 **PLANT (Clause 4)**

PSA 2.1 **Restrictions on employee accommodation (Sub-clause 4.2)**

No housing is available for the Contractor's employees. The Contractor shall make his own arrangements to house his employees.

The Employer shall place an area at the disposal of the Contractor to enable him to erect his site offices, workshops and stores. Any facilities shall comply with the requirements of the local authority. The Contractor shall provide his own fencing and site security.

PSA 3 **CONSTRUCTION (Clause 5)**

PSA 3.1 **Dealing with water (Sub-clause 5.5)**

In addition to the items as set out in Subclause 5.5, the Contractor shall also provide pumping equipment, pipes and other equipment as may be necessary.

PSA 4 **MEASUREMENT AND PAYMENT (Clause 8)**

PSA 4.1 **Fixed charge and Value Related Items (Sub-clause 8.2.1)**

Replace the sub-clause with the following:

"Payment shall be a lump sum to provide for the Contractor's expenses in connection with:

- (a) setting up and maintaining his organisation, camps and plant on the site;
- (b) effecting the insurance's and indemnities required in terms of the General Conditions of Contract.
- (c) meeting all other general obligations and liabilities which are not specifically measured for payment in these contract documents.

The lump sum total of items (a), (b) and (c) as measured and Fixed Charge Items and time Related Items shall not exceed 15% of the nett total Tender Amount. If the Tender should Tender a higher amount for this item it shall be reduced to the amount allowed above and all other Tendered prices increased in the proportion required to retain the same Nett Total Tender Amount.

The tendered lump sum shall not be subject to any variation if the actual value of work done under the Contract exceeds, or falls short of, the Tender Amount, or as a result of an extension of time for completion in terms of Clause 10 of the General Conditions of Contract.

Any payment made under this item shall not be taken into account when determining whether the value of a certificate complies with the "minimum amount of monthly certificate" laid down in the Appendix.

Before any payment is made under this item the Contractor shall satisfy the Employer's Agent that he has provided on site an establishment and plant of good quality and in value exceeding that of the first instalment. The Contractor may be asked to furnish documented proof that he owns the offices and plant on site, the value of which should exceed the amount claimed in the first certificate. In the event that the Contractor cannot satisfy the Employer's Agent as to the value or ownership, the Employer's Agent shall have the right to withhold part of any payments to be made under this item, until the Works have been completed.

Payment of the lump sum shall be made in three separate instalments as follows:

- (a) The first instalment, 50% of the lump sum, will be paid in the first payment certificate after the Contractor has met all his obligations under this sub-clause and has made a substantial start on construction in accordance with the approved programme.
- (b) The second instalment, 35% of the lump sum, will be paid when the value of the work done reaches one half of the Nett Total Tender Amount.
- (c) The third and final instalment, 15% of the lump sum, will be paid when the works have been completed and the Contractor has fulfilled all requirements of this sub-clause. No payment for the scheduled Fixed Charge Items for this contract will not be made until the requirements regarding and the erection of name boards have been met."

PSA 4.2 Time-Related Items (Sub-clause 8.2.2)

Replace this sub-clause with the following:

Subject to the provisions of 8.2.3 and 8.2.4, payment of item 8.4 (time-related item) will take place in equal monthly amounts, calculated on the Tendered amount for the item, divided by the contract period in months, with the understanding that the total of the monthly payments which was paid for this specific item does not exceed the proportion that the progress of the works to date bears in relation to the works as a whole.

Should the Employer's Agent grant an extension of time, the Contractor is entitled to an increase in the amount Tendered for time related items, and this increase must be kept in the same proportion to the original Tender amount as the extension of time is to the original time of the completion of the works.

Payment for such increased amounts will be considered as full compensation for all time related, provisional and general costs which arise as a result of the extension of time.

PSA 4.3 Exposing of existing services (add the following Sub-clause 8.9)

Add the following new pay item:

Item:

Excavation by hand in all materials to expose existing services Unit: m³

The Tendered sum must include full compensation for all hand excavation as per the dimension approved by the Employer's Agent for the locating, exposing and moving of existing services. Excavation outside of approved dimensions will not be paid. The rate must also include for backfill and compaction to 90% of mod AASHTO density and, if applicable, the removal of excess material not used for backfill, the securing of excavations, for handling surface and subsurface water, for protection of existing services and for any other activity necessary to complete the work. Free haul of 1,0 km will be applicable on the transport of excess material.

No distinction will be made between classes of material or types of services.

Note: The Contractor must provide sufficient supervision over labourers when services are exposed.

PSA 4.4 Occupational Health and Safety (add the following Sub-clause 8.10)

Add the following new pay items:

Item:

Provision for the cost related to the Occupational Health and Safety Act, 85 of 1993, and the relevant Regulations:

- | | | |
|----|--|-----------|
| a) | Preparation of a Health & Safety Plan (to Comply with COVID-19 requirements) | Unit: Sum |
| b) | Compilation of a Risk Assessment prior to Construction | Unit: Sum |
| c) | Health & Safety induction Training of employees | Unit: Sum |
| d) | Compilation and keeping up to date the Health & Safety file which shall include all documentation required in terms of the act | Unit: Sum |
| e) | Implementation of the Health and Safety Plan over the entire construction period | Unit: Sum |

The Tendered sum shall include full compensation for providing the above services as required from the Occupational Health & Safety Act. The rate shall include all related costs incurred by the Act, remuneration of personnel, trainers, etc. and equipment required for the execution of the required services as depicted by the Act. The Tendered amount for items a, b, c and d shall only be paid on the successful completion of the task as approved by the client. The Tendered amount for item e) shall be paid on a monthly basis.

PSA 4.5 Facilities for Employer's Agent (Fixed Charge) (Sub-clause 8.3.2.1)

PSA 4.5.1 Furnished office (Sub-clause 8.3.2.1 a)

Add the following to the pay item:

The rate shall include for all costs to provide one office and a meeting facility as described under PSAB 1.1 and PSAB .2.2.

PSA 4.5.2 Telephone (Sub-clause 8.3.2.1 b)

Add the following to the pay item:

The rate shall include for all costs to provide telephone and fax facilities as described under PSAB 2.1.

PSA 4.6 Facilities for Employer's Agent (Time Related) (Sub-clause 8.4.2.1)

PSA 4.6.1 Furnished office (Sub-clause 8.4.2.1 a)

Add the following to the pay item:

The rate shall include for all costs to maintain one office and a meeting facility as described under PSAB 1.1 and PSAB .2.2.

PSA 4.6.2 Telephone (Sub-clause 8.4.2.1 b)

Add the following to the pay item:

The rate shall include for all costs to maintain the telephone and fax facilities as described under PSAB 2.1.

PSA 4.6.3 Survey assistant and materials (Sub-clause 8.4.2.1 d)

Add the following to the pay item:

The Contractor shall make available for the duration of the contract period, when required by the

PSAB EMPLOYER'S AGENT 'S OFFICE (SABS 1200 AB)

PSAB 1 MATERIALS (Clause 3)

PSAB 1.1 Office building(s) (Sub-clause 3.2)

Add the following to the Clause:

In addition to the requirements of Sub-clause 3.2 the following is required:

Office Building:

One (1) office as well as a meeting facility is required for the Employer's Agent on site. The meeting facility to be of sufficient size and to have a table and chairs to house twelve (12) people comfortably.

Carpports:

A carport to provide for two motor vehicles shall be provided adjacent to the Employer's Agent 's office for his exclusive use. The carport shall have side cladding and shall be constructed in such a way as to shelter the parked vehicles from the prevailing winds and rain.

Ablution and Latrine Facilities:

The Contractor shall, in addition to catering for his own staff, provide ablution and latrine facilities adjacent to the Employer's Agent 's office for the exclusive use of the Employer's Agent and his staff. The facilities shall consist of a shower with locker room, hand washbasin and a latrine. The facility shall be maintained in a clean and hygienic condition.

Heating and Cooling Facilities: (Sub-clause 3.2(j))

The Contractor shall supply and install in the offices and meeting facility an air-conditioning unit with cooling and heating capacity of at least 2 500 k/cal.

Refreshments for The Employer's Agent and His Staff:

Tea and/or coffee shall be provided by the Contractor for the Employer's Agent, and the Employer's Agent 's staff, at reasonable intervals throughout any working day for the duration of the construction period.

PSAB 2 PLANT (Clause 4)

PSAB 2.1 Telephone (Sub-clause 4.1 and 5.4)

Add the following to the Clause:

In terms of Sub-clause 4.1 a telephone, if possible, shall be installed in the Employer's Agent 's Office.

The Contractor shall provide the Employer's Agent with a cellular phone for the duration of the Contract.

The Contractor shall arrange for the installation of the telephone and/or provision of cellular phone and the full amount of telephone accounts shall be payable by the Contractor for the duration of the construction period. The Contractor will be required to bear the cost of the telephone calls made by the Employer's Agent.

A facsimile facility, which can transmit and receive must be installed in the Employer's Agent 's Office and shall be linked to an individual telephone line (cellular line, if required). The Contractor shall arrange for the supply and installation of the fax machine. The cost of the supply of the fax facility shall be included in his Tendered rate. The Contractor will be required to bear the cost of transmissions and printing paper.

Upon completion of the Works the ownership of the facsimile facility shall revert to the Contractor.

PSAB 2.2 First Aid Kit and Protective Clothing (additional Sub-clause 4.2)

Add the following Clause:

The Contractor shall provide to the Employer's Agent a first-aid kits to deal with accidents, illnesses and snakebite which may occur during the normal course of Site operations.
The Contractor shall provide two sets of safety helmets and rubber boots for the exclusive use of the Employer's Agent and his staff.

PSC **SITE CLEARING (SABS 1200 C)**

PSC 1 **CONSTRUCTION (Clause 5)**

PSC 1.1 **General (add the following sub-clause 5.9)**

The areas where work is to be carried out must be kept clean for the duration of the contract. All rubbish must be removed without delay and the site must be left clean and tidy on completion of the service.

PSC 1.2 **Dumping site (add the following sub-clause 5.10)**

No dumping is allowed on site other than at the designated and approved fill areas.

PSC 1.3 **Cutting of trees (sub-clause 5.2)**

Add the following to the clause:

No trees may be removed without prior permission from the Employer's Agent.

PSC 1.4 **Demolition of structures (add the following sub-clause 5.11)**

PSC 1.4.1 **Demolition of concrete**

The Contractor is to ensure that forces caused by the demolition process do not induce stress on the remaining parts of the structures or on other existing structures that may cause cracking. Use is to be made of suitable energy absorbing materials during the demolition process. The structures/sections of structures to be demolished will be indicated by the Employer's Agent or on drawings. The strength of the existing reinforced concrete is to be expected to be in excess of 30 MPa.

The Contractor may only proceed to cut reinforcing upon written instruction of the Employer's Agent.

The Contractor is to submit a proposed work method and planning schedule for each type of demolition to the Employer's Agent for approval before work commences.

The following types of structures are to be demolished:

- Mass concrete
- Reinforced concrete demolition
- Brickwork.
- Steel palisade fencing

The breaking of concrete will be to lines as indicated on the drawings.

The following methods of demolition may be acceptable:

- Diamond impregnated wire or blade sawing
- Jack hammers
- Wood peckers or nibblers
- Hydro cutting
- Air cutting
- Any other method as indicated by the Employer's Agent

PSC 2 MEASUREMENT AND PAYMENT

PSC 2.1 Clear & Grub (Clause 8.2.1)

Add the following to the clause:

Item:

Clear site.

Unit: m²

"The rate shall include for transport and disposal of material and debris to unspecified site and disposal thereof."

PSC 2.2 Demolition of structures (add the following sub-clause 8.2.11)

Demolition of concrete

Add the following new pay items:

Item:

Bulk reinforced concrete demolition:

- a) Demolition of complete structure
- b) Demolition of section of structure

Unit: m³

Unit: m³

Mass concrete demolition:

- a) Mass concrete demolition
 - b) Removal of pipe work cast into concrete
- Separate items will be scheduled for different pipe diameters.

Unit: m³

Unit: m³

The rates for the above shall include, where applicable, all plant, labour, the protection of the structures and equipment, the trimming of the concrete to the lines as indicated on the drawings, scaffolding as may be necessary to prop floors, propping of walls, demolition and removal of concrete, the cutting and removal of reinforcement, the removal of pipe work, the disposal of all concrete, pipe work, rubble and waste material to an approved disposal site and everything else that may be necessary to complete the works.

PSD SABS 1200 D: EARTHWORKS

PSD 1 CONSTRUCTION (Clause 5)

PSD 1.1 Excavation for working space (Sub-clause 5.2.2.1 b) and c))

Add the following to the clause:

Other than for the sides of strip or pad footings or where specifically authorized by the Employer's Agent, no concrete shall be placed against the sides of excavations.

For external concrete faces of manholes below ground level, (other than concrete placed against the sides of excavations as above) the Contractor shall over-excavate to provide sufficient working space for the erection of formwork.

Tenderers shall allow in their rates for excavation for any over-excavation required for working space.

Excavation volumes for manhole and valve chamber structures will be calculated as the nett volume of the structure below ground level after general site excavations have been completed. No additional payment shall be made for working space.

PSD 1.2 Inspection (Sub-clause 5.2.2.1 d))

Add the following to the clause:

Excavation to final level, ready to achieve a binding layer or concrete footing, shall be completed less than 24 hours before such layer or footing is cast.

The Contractor shall arrange for the inspection by the Employer's representative or his Representative of all surfaces immediately before casting concrete.

PSD 1.3 Over-excavation to sides of excavation (Sub-clause 5.2.2.1 e))

Add the following to the clause:

Where the sides of excavations are over-excavated to establish safe slopes, provide access to excavations, or for other purposes not specifically required by the Employer's representative, such over-excavation shall be backfilled with material as required by the Employer's representative and compacted to a minimum density of 93% Mod AASHTO.

No separate payment will be made for this work.

PSD 1.4 Over-excavation (Sub-clause 5.2.2.1 e))

Add the following to the clause:

If the material in the bottom of an excavation is loosened, or if there is any over-excavation, any loose or disturbed soil shall be removed, and the over-excavation shall be replaced by mass concrete mix 15 MPa.

No separate payment will be made to replace over-excavation with concrete. No separate payment will be made for over excavation as defined in PSD 1.3 and PSD 1.4.

PSD 1.5 Trimming of surface of bulk earthworks (add the following sub-clause 5.2.2.1 f))

Where blinding, mass or structural concrete is to be cast or where precast elements are to be placed on surfaces established by bulk earthworks, the Contractor shall:

- a) Arrange his bulk excavation operation so that over-excavation is avoided, taking into account the requirements in PSD 1.3.

- b) Over-fill embankments while placing fills as necessary to allow for trimming and arrange his compaction operations to ensure that the specified density is achieved throughout the finally trimmed embankment; and
- c) Shortly before casting concrete or placing precast elements, carefully remove the final layer and trim such surfaces to the design levels and profiles within Grade II degree of accuracy.

PSD 1.6 Disposal of surplus material (Sub-clause 5.2.2.3)

Add the following to the clause:

All surplus material from bulk excavation for concrete units and for pipework shall be dumped, levelled and spread on site at the areas as indicated by the Employer's representative.

PSD 1.7 Free haul (Sub-clause 5.2.5.1)

Replace the following:

".... without separate compensation shall be **0,5 km**"

With the following:

".... without separate compensation shall be **1,0 km**"

The implication of this is that limited overhaul is no longer applicable and is regarded as free haul.

PSD 2 MEASUREMENT AND PAYMENT (Clause 8)

PSD 2.1 Restricted excavation (add the following to sub-clause 8.3.3)

Add the following to this item:

The volume of restricted excavation will be calculated from the net plan dimensions and the difference between the original ground profiles (or terraces), and the blinding layer (or no-fines) levels shown on the drawings. On the sides, the volume will only be calculated to the outside dimensions of the concrete structures. No additional payment will be made for the provision of working space, although it will be provided. As the rate for restricted excavation (as described under sub-clause 8.3.3) includes for the backfilling and compaction of the material, this rate will subsequently also include for the backfilling and compaction of the working space.

PCB **FENCING**

PCB-1 **SCOPE**

This Specification covers the moving of existing fences where necessary, the erection of new fences, the dismantling of existing fences and the stacking of the fencing material, and the replacing or repair of existing fences where so indicated on the drawings or as directed by the Employer's Agent. Any deviation from this Specification will be included in the Project Specifications.

PCB-2 **MATERIALS**

PCB-2.1 **General**

The tenderer shall indicate in his submission under Form EE: Product Data sheet the product he intends to use and the detailed specification of the CLEARVIEW/See Thru Fence. However, the Client has prescribed what he intends to use as the minimum specification detailed in the sections that follows.

All steel materials shall be of good commercial quality, galvanized steel. All pipes shall be galvanized, one piece without joints. Furnish moisture proof caps for all posts. Zinc coating shall be smooth and essentially free from lumps, globs, or points. Miscellaneous material shall be galvanized.

The material shall be as specified or similar approved by the Employer's Agent.

PCB-2.2 **Posts**

Posts shall be 3.5m high/long taper locking post with a width of 85mm - tapering to 45mm and depth of 85mm. It shall Include 'Locking Recess Mechanism' to secure panel edge and Sealed with a UV stabilized polymer cap. The foundation for the post shall be 600mm x 400mmx400mm and 15mpa concrete.

One piece without Joints will be acceptable

PCB-2.2 **Panels**

Panels width to depend on the Supplier to be used by the Tenderer and with a height of 2.400m an aperture size (centres) of 76.2mm x 12.7mm and reinforced with 4 x 50mm deep 'V' formation horizontal recessed bands (rigidity).

The panel shall have a 2 x 70° flanges along sides. All fixtures shall be on the inside of fence line. They shall have a 2 x 300 Flanges along top and toe (integrated rigid angle, anti -scale locking device). They shall have a flush panel post finish with no climbing aid and shall be affixed to post over 48-line wires using 8 x Double bolt comb clamps and 8 x Single bolt comb clamps using 24 x Anti vandal bolts.

PCB-2.3 **Topping**

Six strings Electric wiring (600mm) and all required Energisers and Enclosure to comply with SANS 10222-3:2016 or applicable latest regulations. All the necessary Energisers and their Enclosures required to regulate power included

PCB-2.4 **Anti-Burrow / Under dig**

A 600mm CLEARVIEW mesh extension shall be secured to the lower edge integrated angle.

PCB-2.5 Gates

Gates shall be manufactured to the dimensions shown on the drawings. All shop drawings are to be submitted to the Employer's Agent for acceptance before manufacturing take place

Gates shall be complete in every respect including hinges, washers, bolts and locking chain to make it operative and shall be hot-dip galvanised.

a) Swing Gates

All connections and joints shall be welded to form rigid frames or assembled with corner fittings.

Hinges shall not twist or turn under the action of the gate, shall be so arranged that a closed gate cannot be lifted off the hinges to obtain entry.

b) Sliding Gates

Gate frame fabrication and miscellaneous items shall be similar to Swing Gates.

All fittings, brackets and rear wheel tracks shall be standard manufactured products.

PCB-3 CONSTRUCTION

PCB-3.1 Clearing fence line

The fence line shall be cleared over a width of at least 5 m or as agreed with the Employer's Agent prior to clearing, and surface irregularities shall be graded so that the fence will follow the general contour of the ground. Clearing shall include the removal of all scrub, stumps, trees, rock and other obstructions, which will interfere with proper construction of the fence.

Stumps within the cleared space shall be grubbed. No trees may be removed without the written instruction of the Employer's Agent. The bottom of the fence shall be located a uniform distance above the ground line in accordance with the requirements shown on the drawings. All material resulting from clearing operations shall be removed from the site to authorised dumping areas.

PCB-3.2 General requirements

The completed fence shall be plumb, taut, true to line and ground contour, with all posts set.

PCB-4 SUBMITTALS

The successful tenderer will be required to submit the following:

- i). Certificate of compliance for materials and coatings
- ii). Product transportation, storage, handling and installation requirements
- iii). Guarantee certificate of not less than 10 years on all material
- iv). Guarantee certificate for the installation of not less than 5 years
- v). Shop drawing indicating:
 - Adjacent construction, elevations and details, dimensions gauges, finishes and relationship to adjacent construction site.
 - Show methods of fastenings, accessory items required, gate details, structural header design and design computations, and other pertinent data and information
- vi). Sample contain the following:
 - 1300 mm square mesh pre-galvanized, then marine fusion bond coated black.
 - 2300 mm length of post hot dip galvanized.

SUPPLY AND INSTALLATION OF THE PERIMETER FENCE (CLEARVIEW) AT THE UNIVERSITY OF VENDA CAMPUS

TENDER NO : IN/015/2020

C3.3 PARTICULAR SPECIFICATIONS

In addition to the Standardised and Project Specifications the following Particular Specifications shall apply to this contract and are bound in hereafter.

SECTION EMP ENVIRONMENTAL MANAGEMENT SPECIFICATION

SECTION OHS OHSA 1993 SAFETY SPECIFICATION

SUPPLY AND INSTALLATION OF THE PERIMETER FENCE (CLEARVIEW) AT THE UNIVERSITY OF VENDA CAMPUS

TENDER NO : IN/015/2020

PARTICULAR SPECIFICATIONS

SECTION EMP: ENVIRONMENTAL MANAGEMENT SPECIFICATION

EMP.1 General

In order to ensure that the construction works is carried out in an environmentally sensitive matter, strict compliance to the Environmental Management Plan (EMP) guidelines is required. The EMP will be bounded to this document under Part C4 (Post tender inclusion). The purpose of the EMP is to:

- Encourage good management practices through planning and commitment to environmental issues,
- Provide rational and practical environmental guidelines to:
 - i. Minimise disturbance of the natural environment,
 - ii. Prevent pollution of land, air and water,
 - iii. Prevent soil erosion and facilitate re-vegetation.
- Adopt the best practicable means available to prevent or minimise adverse environmental impact,
- Develop waste management practices based on prevention, minimisation, recycling, treatment or disposal of wastes,
- Train employees and contractors with regard to environmental obligations.

EMP.2 Training and Induction of Employees

- The Contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes sub-contractors, casual labour, etc.). The EMP shall be part of the terms of reference for all contractors, sub-contractors and suppliers.

EMP.3 Complaints Register and Environmental Incident Book

Any complaints received by the project team from the public will be recorded. The complaint should be brought to the attention of the site manager, who will respond.

The following information must be recorded:

- Time, date and nature of the complaint,
- Type of communication (telephone, letter etc),
- Name, contact address and telephone number of the complainant,
- Response and investigation undertaken and
- Actions taken and by whom.

All complaints received will be investigated and a response given to the complainant within 14 days.

All environmental incidents occurring on the site will be recorded. The following information will be provided:

- Time, date, location and nature of the incident,
- Actions taken and by whom.

EMP.4 Site Cleanliness and Neatness

- Location of a construction camp is to be approved by the Engineer and is to be restored to its previous condition after completion of construction.
- The construction camp should preferably be fenced with a 1.8m bonnox fence or similar approved.
- All materials, equipment, plant and vehicles must be stored within the construction camp.
- A dedicated area must be made available for construction staff to change and store their personal belongings.

EMP.5 Access

- Access to existing roads, schools, buildings, shops and residential properties must not be impeded during construction.
- Access roads utilised by the Contractor must be maintained in good condition.
-

EMP.6 Borrow Pits

- Mining authorisations (permits) for borrow pits must be obtained from the Department of Minerals and Energy (DME) in consultation with the Department of Water Affairs and Forestry (DWAF).
- Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.
- Borrow pits must be rehabilitated after use in accordance with the requirements of DME and DWAF.

EMP.7 Dust Control / Air Quality

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
-
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential areas.
- The speed of construction vehicles must be reduced.

EMP.8 Fauna

- Contractor staff may not chase, catch or kill animals encountered during construction.

EMP.9 Fire Prevention and Control

- Smoking is prohibited in the vicinity of flammable substances.
- The contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where it is kept and how it is operated.
- Fires started for comfort (warmth) are prohibited, due to the risk of veld fires and risk to adjacent property owner's lands.

EMP.10 Grave Sites

- Gravesites in close proximity to the road must not be disturbed during construction.

EMP.11 Materials Handling and Spills Management

- Any hazardous materials to be used during construction (e.g. lime, fuel, paint, etc) are to be stored in a designated area at the campsite.
- The storage containers/facilities (including any diesel/petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental

spillage does not pollute the environment.

- Workers must at all times be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks), and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.
- Ensure all staff and contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.
- Any spill of potentially hazardous materials must be cleaned up immediately (Potentially hazardous materials on site include paint, oil, grease, fuel, turpentine, etc).
- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).
- The contractor should keep Peat, Sorb or a similar absorbent on site to clean up any spills. The absorbent must be stored in a designated area and be available for inspection.
- All spills are to be recorded in the environmental incident book.

EMP.12 Noise

- Noise generating activities must be restricted to between 07h00 and 17h00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- All equipment, vehicles and machinery must be in good working condition and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

EMP.13 Pollution Control

- Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous substances must be avoided.
- All construction vehicles are to be maintained in good working order so as to prevent soil or water pollution from oil, fuel or other leaks, and to reduce noise pollution.

EMP.14 Rivers and Streams

- During construction of bridge structures, there must be no obstruction of the water flow of rivers and streams.
- Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.
- Erosion control measures must be employed both during and after construction.
- No impediments to natural surface water flow, other than approved erosion control measures, must occur.

EMP.15 Safety

- Safety measures, such as detour signs, must be implemented during construction to ensure the safety of workers, pedestrians and drivers/passengers in vehicles in the vicinity of construction work.
- Special care must be taken in the vicinity of schools to ensure the safety of children wishing to cross the road under construction.
- The relevant signage (e.g. speed control signs) must be erected alongside the road during the operation phase in order to control traffic.
- Accommodation must be made for pedestrian pathways alongside the road during the construction and operation phases.

EMP.16 Soil Management

- Stormwater drainage pipes must be installed alongside the road in all areas susceptible to soil erosion.
- Erosion should be minimised by the construction of meadow drains and the planting of indigenous vegetation on the side slopes and drains to reduce flow velocity of stormwater.
- Spoil from cuts may be used in existing erosion galleys.

- Stone pitching and gabions should be constructed at pipe culvert outlets.
- Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.
- If necessary, an absorbent such as Peat Sorb should be used the aid in cleaning up the spill. The contaminated soil should be disposed of in an appropriate container, depending on its classification.
- Servicing and re-fuelling of vehicles must only be carried out at construction camp.

EMP.17 Worker Conduct

Code of Conduct for Construction Personnel:

- Do not leave the construction site untidy and strewn with rubbish which will attract animal pests.
- Do not set fires.
- Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.
- Do not drive a construction-related vehicle under the influence of alcohol.
- Do not exceed the national speed limits on public roads or exceed the recommended speed limits on the site.
- Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
- Do not litter along the roadsides, including both the public and private roads.
- Do not pollute any water bodies (whether flowing or not).
- No member of the construction team is allowed to enter the areas outside the construction site.

EMP.18 Traffic Disturbances and Diversions

- Any traffic diversions must be undertaken with the approval of all relevant authorities and in accordance with all relevant legislation.
- Wherever possible, traffic diversion must only take place on existing disturbed areas and remain within the existing road reserve.
- Traffic diversion routes must be rehabilitated after use.

EMP.19 Vegetation

- Only vegetation falling directly on the route must be removed where necessary.
- Alien vegetation within the road reserve must be eradicated, and management measures must be implemented for future control of these species.
- Vegetation that has been removed from large areas (e.g. on traffic diversion routes) during construction must be replaced with indigenous vegetation after construction has been completed.

EMP.20 Waste Management

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
- No disposal, or leakage, of sewage must occur on or near the site.
- All hazardous waste (e.g. oil, paint, empty lime bags, contaminated wash water, etc) must be stored in leakproof containers and disposed of at a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimise the occurrence of littering.
- Concrete rubble must be collected and disposed of as directed by the Project Manager.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood, concrete packets etc) on completion of the day's work.
- Any spill around the container(s) should be treated as per Section EMP11 and EMP16.

SECTION OHS : OHSA 1993 HEALTH AND SAFETY SPECIFICATION

OHS.1 SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2014, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHSA Agreement in Section C1.2.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHSA 1993 and the Construction Regulations 2014.

This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2014, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- Working high above the ground on top and below the bridge, most of the time in a restricted environment with limited landings (working platforms)
- Working above a continuously flowing river and in a flood plain environment subject to flooding
- Lifting and lowering of materials and equipment from the ground to the bridge and vice versa, exposed to cross winds
- Steep and restricted access to the lower flood plain below the bridge
- Potentially dangerous existing services, i.e. gas lines, water and sewerage mains, electrical high voltage cables, on the bridge, buried and overhead
- Deep excavations in soils requiring shoring or reducing of slopes
- Blasting of hard rock or demolition of concrete
- High pressure during testing of the relocated pipe lines, which could result in potentially dangerous situations in the event of the pipeline of fittings failing
- Potentially harmful gasses when tying into the existing sewer mains
- Movement of construction vehicles on site, taking into consideration steep slopes, other traffic and existing services
- Exposure to possible injuries due to mishandling or failure of power and hand tools
- Falling debris, tools and materials from bridge
- Non-conformance to specifications with regards to fasteners and materials
- Risks related to general safety and security on site

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessary covered in the above.

OHS.2 DEFINITIONS

For the purpose of this contract the following shall apply:

- (a) **Employer** where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as **client** as defined in the Construction Regulations 2014. **Employer** and **client** is therefore interchangeable and shall be read in the context of the relevant document.
- (b) **Contractor** wherever used in the contract documents and in this specification, shall have the same meaning as **Contractor** as defined in the General Conditions of Contract.

In this specification the terms **principal contractor** and **contractor** are replaced with **Contractor** and **subcontractor** respectively.

For the purpose of this contract the **Contractor** will, in terms of OHSA 1993, be the mandatory, without derogating from his status as an employer in his own right.

- (c) “**Engineer**” where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

OHS.3 TENDERS

The Contractor shall submit the following with his tender:

- (a) a documented Health and Safety Plan as stipulated in Regulation 5 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2014 and will be subject to approval by the Employer;
- (b) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2014;
- (c) a declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.
- (d) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

OHS.4 NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 4, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- (a) the demolition of structures and dismantling of fixed plant of height of 3,0m or more;
- (b) the use of explosives;
- (c) construction work that will exceed 30 days or 300 person-days;
- (e) excavation work deeper than 1,0m; or
- (f) working at a height greater than 3,0m above ground or landings.

The notification must be done in the form of the pro forma included under Section 9 (Forms to be Completed by Successful Tenderer) of the tender document.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

OHS.5 RISK ASSESSMENT

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 9 of the Construction Regulations 2014).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

OHS.6 APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

6.1 Health and Safety plan

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

6.2 Health and safety induction training

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

OHS.7 APPOINTMENT OF SAFETY PERSONNEL

7.1 Construction Supervisor

The Contractor shall appoint a full-time **Construction Supervisor** with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

7.2 Construction safety officer

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time **Construction Safety Officer** if so, decided by the Inspector of the Department of Labour. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

7.3 Health and safety representatives

In terms of **Section 17 and 18 of the Act (OHSA 1993)** the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 100 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

7.4 Health and safety committee

In terms of **Sections 17 and 18 of the Act (OHSA 1993)** the Contractor (as employer), shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

7.5 Competent persons

In accordance with the Construction Regulations the Contractor has to appoint in writing **competent persons** responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

- (a) Risk assessment and induction training as described in Regulation 9 of the Construction Regulations;
- (b) Fall protection as described in Regulation 10;
- (c) Excavation work as described in Regulation 13;
- (d) Demolition work as described in Regulation 14;
- (e) Scaffolding work as described in Regulation 16;
- (f) Suspended platform operations as described in Regulation 17;
- (g) Material hoists as described in Regulation 19;
- (h) Bulk Mixing plant operations as described in Regulation 20;
- (i) Explosive actuated fastening device as described in Regulation 21;
- (j) Cranes as described in Regulation 22;
- (k) Construction vehicle and mobile plant inspections on a daily basis by a competent person as described in Regulation 23(1);
- (l) Control of all temporary electrical installation on the construction site as described in Regulation 24;
- (m) Stacking and storage on construction sites as described in Regulation 28; and
- (n) Fire precautions on construction sites as described in Regulation 29.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with **all** requirements of the Construction Regulations.

OHS.8 RECORDS AND REGISTERS

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

- (a) A copy of the OHSA 1993 Construction Regulations 2014;
- (b) A copy of this Health and Safety Specification;
- (c) A copy of the Contractor's Health and Safety Plan (Regulation 7);
- (d) A copy of the Notification of Construction Work (Regulation 4);
- (e) A health and safety file in terms of Regulation 7(1b) with inputs by the Construction Safety Officer (Regulation 8(5));
- (f) A copy of the risk assessment described in Regulation 9;
- (g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 10;
- (h) Drawings pertaining to the design of structures (Regulation 11(1c)) and temporary works (Regulation 10) must be kept on site;
- (i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 13(2)(h));
- (j) A copy of the certificate of the system design for suspended platforms (Regulation 17(3));
- (k) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 11(2));
- (l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 19(8));
- (m) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 19(8));
- (n) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 21(2));
- (o) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 23(1) (k)).

OHS.9 CONTRACTORS RESPONSIBILITIES

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2014.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2014, and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

(a) Contractor's position in relation to the Employer (Client) (Regulation 5)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

(b) The Principal Contractor and Contractor (Regulation 7)

The Contractor is in terms of the definition in Regulation 2(b) the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 7.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2014.

(c) Management Supervision of construction work (Regulation 8)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 8 and as set out in paragraph 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 8.

(d) Risk assessment for construction works (Regulation 9)

The Contractor shall have the risk assessment made as set out in paragraph 3 above before commencement of the work and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 9.

(e) Fall protection (Regulation 10)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 10 of the Construction Regulations.

(f) Structures (Regulation 11)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition, the Contractor shall comply with all aspects of Regulation 11 of the Construction Regulations.

(g) Temporary works (Regulation 12)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 12 of the Construction Regulations shall be followed in every detail.

(h) Excavation (Regulation 13)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 13 of the Construction Regulations.

(i) Demolition work (Regulation 14)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 14 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

(j) Tunneling (Regulation 15)

The Contractor shall comply with Regulation 15 wherever tunneling of any kind is involved.

(k) Scaffolding (Regulation 16)

The Contractor shall ensure that all the provisions of Regulation 16 of the Construction Regulations are complied with. [Note: Reference in the Regulations to "Section 44 of the Act" should read "Section 43 of the Act"].

(l) Suspended platforms (Regulation 17)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all work related to suspended platforms are done in accordance with Regulation 17 of the Construction Regulations.

(m) Rope Access (Regulation 18)

Where rope accesses are required on the construction site, the Contractor shall comply with Regulation 18.

(n) Material Hoists (Regulation 19)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 19 to the letter.

(o) Bulk Mixing plants (Regulation 20)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors,

etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 20. The Contractor shall ensure that the General Safety Regulations (Government Notice R1031 of 30 May 1986), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

(p) Explosive actuated fastening devices (Regulation 21)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 21 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

(q) Cranes (Regulation 22)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 22 shall be complied with.

(r) Construction vehicles and mobile plant (Regulation 23)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 23.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

(s) Electrical installation and machinery on construction sites (Regulation 24)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 24.

(t) Use of temporary storage of flammable liquids on construction sites (Regulation 25)

The Contractor shall comply with the provisions of the General Safety Regulations (Government Notice R1031 of 30 May 1986) and all the provisions of Regulation 25 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(u) Water environments (Regulation 26)

Where construction work is done over or in close proximity to water, the provisions of Regulation 26 shall apply.

(v) Housekeeping and general safeguarding on construction sites (Regulation 27)

Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 27 of the Construction Regulations.

(w) Stacking and storage on construction sites (Regulation 28)

The provisions for the stacking of articles contained in the General Safety Regulations (Government Notice R1031 of 30 May 1986) as well as all the provisions Regulation 28 of the Construction Regulations shall apply.

(x) Fire precautions on construction sites (Regulation 29)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition, the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 29 of the Construction Regulations.

(y) Construction welfare facilities (Regulation 30)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (Government Notice R1593 of 12 August 1988) and the provisions of Regulation 30 of the Construction Regulations.

(z) Non-compliance with the Construction Regulations 2014

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 4 to 30 as listed in Regulation 33, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 33.

The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

OHS.10 SARS-COV2-COVID 19

The Client committed to managing COVID 19 issues as an integral part of our business in compliance with national laws, regulations and international standards. It is our policy to assure the compliance of COVID 19 in the workplace and keep employees safe as far as is reasonably practicable. We are committed to strive for a safe work environment for the benefit of the company and the public.

10.1 OBJECTIVES

- Keep and maintain a safe work environment that is hygienic for the benefit of employees, visitors and the general public.
- Implement measures to keep a 1.5m social distance as required by the current risk adjustment strategy.
- To provide the necessary PPE to employees to ensure they are both protected from the spread of the virus and do not spread the virus themselves. This is to ensure we do our part in fighting this pandemic.
- Provide employees with information about the spread of the virus and symptoms that can develop.
- Establish access points that can be controlled to ensure employees are screened before each shift and at the end of each shift.
- Establish hand sanitize points or stations where employees and visitors can disinfect their hands.
- Minimise meetings on site, rather use email and telephonic communication.
- Provide information on what to do if symptoms are showing and encourage employees to disclose

- when they develop symptoms.
- COVID 19 Helpline: 0800 02 9999 will be conspicuously displayed on site.
 - Employees who are travelling must do so with a permit and have face masks available.
 - Limit number of employees travelling together i.e. only 3 employees in a vehicle.
 - COVID 19 Manager will be identified and appointed in writing.

The Principal Contractor must strive for continuous improvement and review of requirements.

OHS.11 MEASUREMENT AND PAYMENT

11.1 Principles

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.

(a) Safety personnel

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses 9.1 to 9.5 shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

(b) Records and Registers

The keeping of health and safety-related records and registers as described in 8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

C4. POLICY ON SUPPLY CHAIN MANAGEMENT AND HOUSE RULES

C4.1. Policy on Supply Chain Management

The procurement policy can be obtained from the University of Venda upon request.

C4.2. House Rules

Rules

1. All deliveries that will occur during the university operating hours must be coordinated so as not to obstruct the roadways or public routes in any form for any period of time. Failing this, deliveries must be restricted to between 22h00 and 04h00.
2. No construction or construction related vehicles are allowed to be parked alongside the roads or university buildings. No queuing of delivery vehicles will be permitted on any part of the route to your site and /or site establishment.
3. All work resulting in high levels of noise or disruption to University operations will be restricted to hours between 22h00 and 04h00 or coordinated with University contact person.
4. All dust and debris resulting from grounds and landscaping work is to be contained within the site. Any materials and rubble outside the applicable site will be removed by Univen from the campus without notice to yourselves and will be for your account.
5. All operating services are to be protected at all times.
6. Work will be allowed at night provided that the site is adequately illuminated and security is fully coordinated and documented.
7. All vehicles related to your works are to be parked within your site or in public parking with costs for your account. Any contractor vehicle towed or clamped due to illegal parking will be for your account.
8. The site is to be maintained in a reasonable state of tidiness at all times.
9. Rubble may not be accumulated on site. Suitable skips are to be provided for the works.

Behavior on site

1. No worker may use any of the facilities on campus and they are limited to the applicable site.
2. No worker may mingle or be seen to contact any student or stay overnight on campus
3. No worker may enter the student bar
4. No worker may enter any of the student residences
5. No worker may enter the student/staff cafeteria or tuck shop
6. No worker may enter any of the university buildings for any reason whatsoever prior to arrangement with University contact person.
7. When work is done, no worker will be allowed to loiter in the campus
8. Campus security has very strict instruction to enforce any of these house rules and Univen reserves the right to request contractor to remove such employee from site permanently.

Spot fines

1. Under no circumstances will the service provider be allowed to make use of any University equipment. Should the service provider or his sub-contractors be seen making use of the aforementioned equipment, an immediate spot fine of R 3 000.00 per occurrence will apply and such monies will automatically be deducted off any payment invoice due.
2. Similarly, the service provider and sub-contractors are limited to their actual site areas and places of work and under no circumstances will materials, equipment, tools, cooking or any other disturbance be allowed in public areas and delivery of materials via the normal University traffic routes is strictly prohibited without proper coordination. The service provider is to respect the operational environment in which their work will be performed. A spot fine of R2 000.00 per occurrence will apply and be deducted off any payment invoice due should the above not be adhered to.

**SUPPLY AND INSTALLATION OF THE PERIMETER FENCE (CLEARVIEW) AT
THE UNIVERSITY OF VENDA CAMPUS**

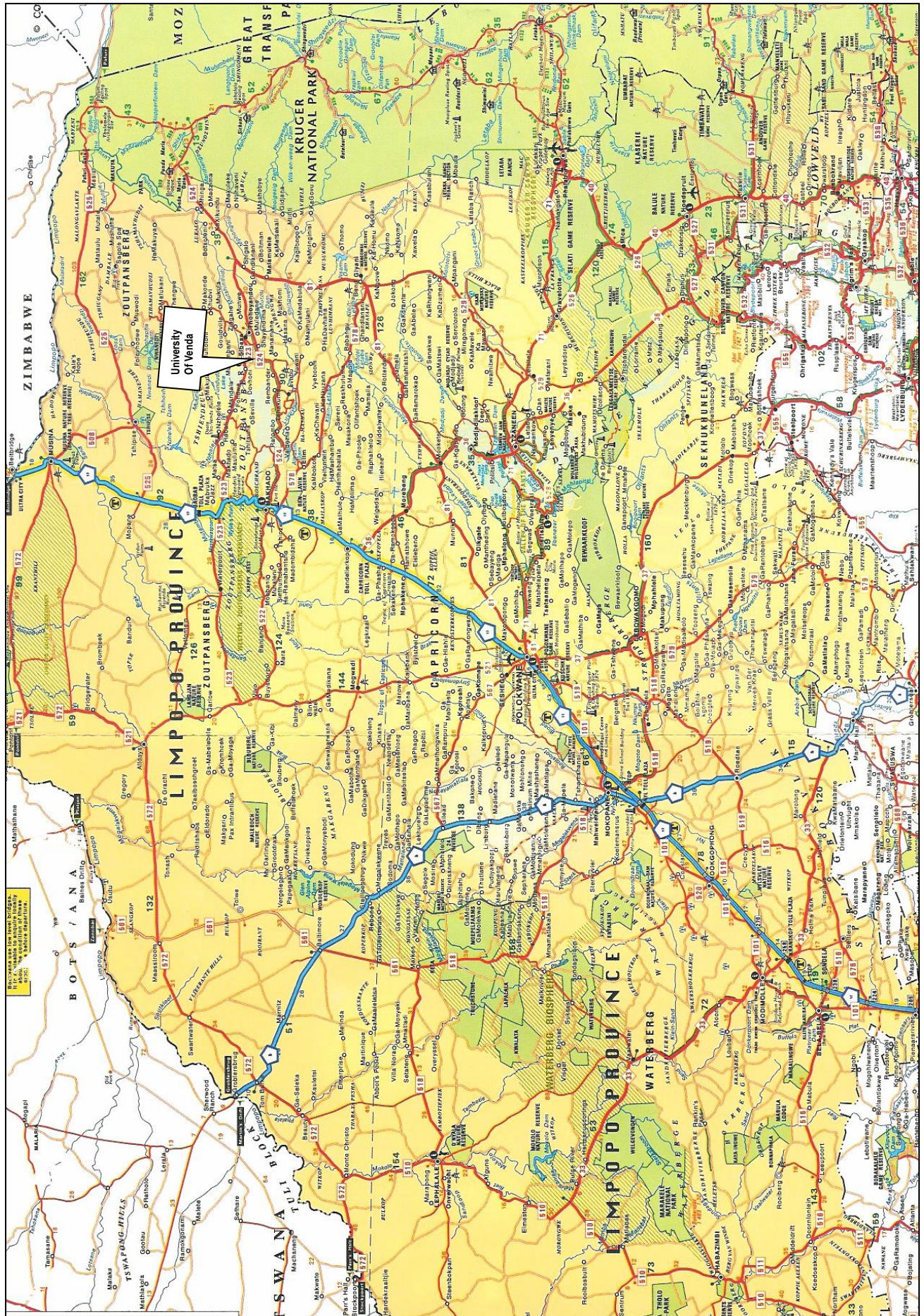
TENDER NO : IN/015/2020

PART C 5: SITE INFORMATION

C5.1: LOCALITY PLAN

C5.2: TENDER DRAWINGS

C5.1 LOCALITY PLAN



C5.2 TENDER DRAWINGS

The following Tender drawings are included in the Tender document for Tender purposes only.

Drawing no.	Description
L3143C1001	Fencing General Layout
L3143G9001	CLEARVIEW Fence System Details
L3143G9002	CLEARVIEW Fence Gate System Details
L3143R1001	Perimeter Road Layout
L3143SW3001	Standard and typical drawings typical storm water details, pipe bedding, catchments berm, berm inlet, pipe sleeve details