



land reform & rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

Contract No.: DLRRD-RD-FS 001(2026/2027)

A Tender for Category 4 GB or higher CIDB Registered Contractors

THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF A NEW GUARD HOUSE, TWO NEW SILOS, NEW ENTRANCE GATE AND REFURBISHMENT OF AN EXISTING GUARD HOUSE AND A WEIGHBRIDGE CONTROL ROOM AT THE MAKHOLOKOENG FPSU IN MALUTI-A-PHOFUNG LOCAL MUNICIPALITY WITHIN THABO MOFUTSANYANA DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE.

Name of Tenderer : _____
Name of duly authorised person : _____
Address : _____
Tel. Number : _____
Cell number : _____
Fax number : _____
E-mail : _____
Receipt number : _____

ISSUED BY:

Director: Supply Chain Management Services
DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT
Private Bag X 4376
Bloemfontein
9300

Tel: (051) 400 4200
Fax: (051) 430 2392

PREPARED BY:

DURAPI CONSULTING (PTY) LTD
Homestead Office Park
37 Homestead Road
Rivonia
Sandton
2128

Tel: (011) 312 8629/8599
Fax: (011) 312 8638

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTENTS

PART T1: TENDERING PROCEDURES.....9
 Part T1.1: TENDER NOTICE AND INVITATION TO TENDER.....9
 Part T1.2: TENDER DATA... 10
PART T2: RETURNABLE DOCUMENTS.....43
 PART T2.1: LIST OF RETURNABLE DOCUMENTS.....44
 PART T2.2. RETURNABLE SCHEDULES.....48
AGREEMENTS AND CONTRACT DATA.....81
 C1.1 FORM OF OFFER AND ACCEPTANCE.....82
 C1.2 CONTRACT DATA..... 87
 C1.3 FORM OF GUARANTEE..... 113
 C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT.....117
PART C2: PRICING DATA.....97
 C2.1 PRICING INSTRUCTIONS98
 C2.2 SCHEDULE OF PRICES 120
PART C3: SCOPE OF THE WORKS.....120
 C3.1: DESCRIPTION OF THE WORKS.....121
 C3.2 ENGINEERING.....123
 C3.3 PROCUREMENT..... 124
 C3.4 MANAGEMENT.....141
 C3.5 HEALTH & SAFETY.....142

PART C 4: ANNEXURES145
 DRAWINGS AND SITE PLAN

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



land reform & rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

CONTRACT NO.: DLRRD-RD-FS 001(2026/2027)

THE TENDER

FOR THE

ADVERT DATE: 10 June 2026

BRIEFING DATE: 19 June 2026

CLOSING DATE: 03 July 2026

CLOSING TIME: 11h00

ISSUED BY:

Director: Supply Chain Management Services

DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT

Private Bag X 4376
Bloemfontein
9300

Tel: (051) 400 4200
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CONTRACT NO.: DLRRD-RD-FS 001 (2026/2027)

CHECKLIST WHEN SUBMITTING BID PROPOSAL/DOCUMENT FOR THE CONTRACT NO: DLRRD-RD-FS 001(2026/2027)

THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF A NEW GUARD HOUSE, TWO NEW SILOS, NEW ENTRANCE GATE AND REFURBISHMENT OF AN EXISTING GUARD HOUSE AND A WEIGHBRIDGE CONTROL ROOM AT THE MAKHOLOKOENG FPSU IN MALUTI-A-PHOFUNG LOCAL MUNICIPALITY WITHIN IN THABO MOFUTSANYANE DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE.

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

Please indicate YES or NO ✓ Place a Tick in the appropriate column	YES	NO
Indicate / Attach CRS printout from CIDB (in case of JV, ENSURE THAT THE LEAD PARTNER'S AS WELL AS JV PARTNERS CRS NUMBERS ARE INDICATED ON THE FORM (printouts may be submitted as well)		
Signed Letter of authority on Company Letterhead is attached		
CSD Supplier Number OR summary report and Tax compliance PIN numbers in case of Bidder only / Consortia / JV: Did bidder submit CSD Supplier Number and Valid Tax compliance PIN numbers of the Bidder / Consortia / JV Partners?		
CSD Supplier Number OR summary report and Tax compliance PIN numbers in case of Bidder only / Consortia / JV: Did bidder submit CSD Supplier Number and Valid Tax compliance PIN numbers of the Bidder / Consortia / JV Partners? OR A valid Tax Clearance Certificate : In the case of Bidder/ Consortia/JV: Did bidder submit a valid tax clearance certificate		
Attendance of a compulsory briefing session		
Did you Tamper with the document		
Used correction fluid		
Are mistakes made on the prices/form of offer inclusive of vat crossed out in ink and altered on each and every price		
Is the form of offer fully completed and signed by the authorized signatory		
Are all addenda issued completed and returned (if issued)		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT NO.: DLRRD-RD-FS 001 (2026/2027)

**CHECKLIST WHEN SUBMITTING BID PROPOSAL/DOCUMENT FOR THE
CONTRACT NO: DLRRD-RD-FS 001(2026/2027)**

THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF A NEW GUARD HOUSE, TWO NEW SILOS, NEW ENTRANCE GATE AND REFURBISHMENT OF AN EXISTING GUARD HOUSE AND A WEIGHBRIDGE CONTROL ROOM AT THE MAKHOLOKOENG FPSU IN MALUTI-A-PHOFUNG LOCAL MUNICIPALITY WITHIN IN THABO MOFUTSANYANE DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE.

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

Please indicate YES or NO ✓ Place a Tick in the appropriate column	YES	NO
<p>a) <u>Evaluation for mandatory criteria</u></p> <p>Only those respondents who are registered with the Construction Industry Development Board or are capable of being so registered within twenty- one (21) working days from the closing date for submission of tenders, in a contractor grading designation of 4 GB or Higher class of construction works are eligible to have their submissions evaluated.</p> <p>Joint ventures are eligible to have their submissions evaluated provided that:</p> <ol style="list-style-type: none"> 1. Every member of a joint venture is registered with the CIDB not later that twenty-one (21) working days from the closing date for tenders. 2. The lead partner has a contractor grading designation in the GB class of construction work; or not lower than one level below the required grading designation in the class of works (GB) construction works under considerations and possess the required recognition status. 3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than the required contractor grading designation. <p>Respondents are also requested to indicate their CRS number/s of the registered contractor/s as well as their Joint Venture partner/s (if applicable) in the document.</p>		
<p>Signed Letter of authority on Company Letterhead is attached.</p> <p><u>Letter of authorisation</u> to sign the submission and where required intender document.</p> <p>In the case of a <u>one-person</u> concern submitting a tender, this shall be clearly stated on the letter head.</p> <p>In the case of a <u>JOINT VENTURE</u> submitting a tender, include a resolution of <u>each company</u> of the Joint Venture <u>together</u> with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture." <u>i.e. the Joint Venture must submit three Letters</u> of Authority as per the aforesaid Joint Venture requirement.</p>		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Respondents will be allocated points for residing in the **Free State Province** and will be required to demonstrate physical presence within **Free State Province** by providing one of the following:

- a **valid** municipal services account (water, sanitation, rates and electricity) in the name of the bidder/s or active director/s **not older than 6 months from the closing date of the bid** or
- a **valid** lease agreement from the lessor or
- a letter on the letterhead of the ward councilor/traditional authority/council that must be signed, stamped and dated and must not be older than 6 months from the closing date of the bid.

Letter of good standing from Department of Labour (COIDA)

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

FORM J: Key-personnel/ Supervisory and Management Staff:

The Tenderer shall submit/indicate the names of all management and supervisory staff that will be employed to supervise the contract. Please attach CV's and certified copies of qualifications of the proposed key personnel.

Attendance of a compulsory briefing session

Are all addenda issued completed and returned (if issued)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT NO.: DLRRD-RD-FS 001 (2026/2027)

DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT

CONTRACT NO: DLRRD-RD-FS 001(2026/2027)

FOR

THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF A NEW GUARD HOUSE, TWO NEW SILOS, NEW ENTRANCE GATE AND REFURBISHMENT OF AN EXISTING GUARD HOUSE AND A WEIGHBRIDGE CONTROL ROOM AT THE MAKHOLOKOENG FPSU IN MALUTI-A-PHOFUNG LOCAL MUNICIPALITY WITHIN IN THABO MOFUTSANYANE DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE.

DOCUMENT LAYOUT

SECTION	HEADING	COLOUR
PART 1: THE TENDER		
PART T1	TENDERING PROCEDURES SECTION T1.1: TENDER NOTICE AND INVITATION TO TENDER SECTION T1.2: TENDER DATA	WHITE PINK
PART T2	RETURNABLE DOCUMENTS SECTION T2.1: LIST OF RETURNABLE DOCUMENTS SECTION T2.2: RETURNABLE SCHEDULES	YELLOW YELLOW
PART 2: THE CONTRACT		
PART C1:	AGREEMENT AND CONTRACT DATA SECTION C1.1: FORM OF OFFER AND ACCEPTANCE SECTION C1.2: CONTRACT DATA SECTION C1.3: CONSTRUCTION GUARANTEE (PRO-FORMA) SECTION C1.4: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT BETWEEN EMPLOYER AND CONTRACTOR	YELLOW YELLOW WHITE WHITE
PART C2:	PRICING DATA SECTION C2.1: PRICING INSTRUCTIONS SECTION C2.2: SCHEDULE OF PRICES	YELLOW YELLOW
PART C3:	SCOPE OF WORKS SECTION C3.1: DESCRIPTION OF WORKS SECTION C3.2: ENGINEERING SECTION C3.3: PROCUREMENT SECTION C3.4: MANAGEMENT SECTION C3.5 HEALTH AND SAFETY	BLUE BLUE BLUE BLUE
PART C4:	ANNEXURES DRAWINGS AND SITE PLAN	WHITE WHITE WHITE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THE TENDER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART T1: TENDERING PROCEDURES

For a proposed contract between

**Department of Land Reform and Rural Development
(the Employer)**

and

(the Contractor)

for **THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF A NEW GUARD HOUSE, TWO NEW SILOS, NEW ENTRANCE GATE AND REFURBISHMENT OF AN EXISTING GUARD HOUSE AND A WEIGHBRIDGE CONTROL ROOM AT THE MAKHOLOKOENG FPSU IN MALUTI-A-PHOFUNG LOCAL MUNICIPALITY WITHIN IN THABO MOFUTSANYANE DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE.**

Documentation prepared by:

**DURAPI CONSULTING (PTY) LTD
FOR
DEPARTMENT OF LAND REFORM AND RURAL
DEVELOPMENT (RID-FS).**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT NO.: DLRRD-RD-FS 001 (2026/2027)

Part T1.1: TENDER NOTICE AND INVITATION TO TENDER

FOR:

THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF A NEW GUARD HOUSE, TWO NEW SILOS, NEW ENTRANCE GATE AND REFURBISHMENT OF AN EXISTING GUARD HOUSE AND A WEIGHBRIDGE CONTROL ROOM AT THE MAKHOLOKOENG FPSU IN MALUTI-A-PHOFUNG LOCAL MUNICIPALITY WITHIN IN THABO MOFUTSANYANE DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE.

CONTRACT NO.: DLRRD-RD-FS 001 (2026/2027)

INVITATION AND SCOPE OF WORK:

CONSTRUCTION OF A NEW GUARD HOUSE, TWO NEW SILOS, NEW ENTRANCE GATE, RE-GRADING INTERNAL EXISTING ROAD SURFACES LINKING ENTRANCE AND EXIT POINTS AND REFURBISHMENT OF AN EXISTING GUARD HOUSE AND A WEIGHBRIDGE CONTROL ROOM AT THE MAKHOLOKOENG FPSU IN MALUTI-A-PHOFUNG LOCAL MUNICIPALITY WITHIN IN THABO MOFUTSANYANE DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE.

CONDITIONS:

Bidders shall be registered with the Construction Industry Development Board (CIDB) and should have a minimum CIDB Contractor grading of **4 GB** or higher.

Preferential Procurement Policy Framework Act (PPPFA), Act no. 5 of 2000 and its associated Regulations of 2022. The **80/20** Preference Point system will be applied where a maximum of Eighty (80) tender adjudication points will be awarded for price and Twenty (20) points will be awarded for specific goals.

Bid documents shall be made available on the **10 June 2026**, from the offices listed below during the following hours: Monday to Friday 08h30 to 12h45 and 13h30 to 16h00. No documents will be available or issued at the Briefing Session and should, therefore, be collected timeously beforehand.

DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT:

Mr. T. Makitle / Mr. T. Khateane
136 Charlotte Maxeke Street

SA Eagle Building
Bloemfontein
9300

Tel: (051) 400 4200

A non-refundable bid fee of **R 200, 00** (Two hundred rand) per set of documents, is payable by cash only.

A **Compulsory Tender Briefing/ Site Inspection meeting** will be conducted at **11h00** on **19 June 2026**. **All bidders will meet** at Makholokoeng FPSU: If driving from **Bethlehem towards Harrismith**, travel for 68 km from Frontier Hotel and Casino. The site (a big warehouse) will be about 400 m to the right, off N5. If driving **from Harrismith towards Bethlehem**, travel for 20km from Harrismith Inn. The site will be about 400 m to the left, off N5.

The closing date and time for the receipt of completed bid documents is **03 July 2026 at 11H00**.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT NO.: DLRRD-RD-FS 001 (2026/2027)

NB: ATTENDANCE REGISTER WILL BE CIRCULATED ON SITE WHICH IS IN MAKHOLOKOENG FPSU WHERE THE ACTUAL BREIFING WILL BE HELD.

Tenders must remain valid for a period of **90** Calendar Days and **120** Calendar Days for tenders closing in October, November and December; after the closing date for the submission of tenders, during which period a tender may not be amended or withdrawn and may be accepted at any time by the Department. The original and completed bid document shall be placed in a sealed envelope clearly marked:

THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF A NEW GUARD HOUSE, TWO NEW SILOS, NEW ENTRANCE GATE AND REFURBISHMENT OF AN EXISTING GUARD HOUSE AND A WEIGHBRIDGE CONTROL ROOM AT THE MAKHOLOKOENG FPSU IN MALUTI-A-PHOFUNG LOCAL MUNICIPALITY WITHIN IN THABO MOFUTSANYANE DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE.

SUBMITTING OF TENDERS – PLEASE NOTE: Tenders can only be submitted in the Tender Box in BLOEMFONTEIN.

Tenders will be received on the closing date and time shown above. All tenders must be enclosed in sealed envelopes bearing the applicable tender heading and contract number, as well as the closing time and due date, and must be addressed to the **DIRECTOR: FINANCE AND SUPPLY CHAIN MANAGEMENT, DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT**, and must be submitted in the tender box situated at:

**DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT
136 Charlotte Maxeke Street
SA Eagle Building
Bloemfontein
9300**

Tenders to be submitted in the tender box on the Ground Floor.

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

All enquiries regarding this bid must be directed to:

ENQUIRIES – TECHNICAL RELATED:

Mr. Siyabonga Hlangwana
Tel: (051) 400 4200
Cell: 060 885 0846
E-mail: Siyabonga.Hlangwana@dlrrd.gov.za

OR

Me. Lineo Khama
Tel: (051) 400 4200/
Cell: 082 8275982
E-mail: lineo.khama@dlrrd.gov.za

ENQUIRIES – SUPPLY CHAIN MANAGEMENT RELATED:

Mr Teboho Makitle
Tel: 051 400 4200
Email: teboho.makitle@dlrrd.gov.za

Mr Theotse Khateane
Tel: 051 400 4200
Email: theotse.khateane@dlrrd.gov.za

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT NO.: DLRRD-RD-FS 001 (2026/2027)

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

BID BOX INFORMATION

TENDER NO.: DLRRD-RD-FS 001(2026/2027)

CLOSING DATE: 03 July 2026

**YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA
(DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT)**

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION.

SUBMIT ALL BIDS ON THE OFFICIAL FORMS - DO NOT RETYPE

Bid documents **must** be deposited in the box, which is identified as the bid box of the:

**DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT
136 CHARLOTTE MAXEKE STREET
SA EAGLE BUILDING
BLOEMFONTEIN
9300
GROUND FLOOR**

THE BID BOX OF THE OFFICE OF THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT IS OPEN 24 HOURS A DAY, 7 DAYS A WEEK. THE BID BOX WILL BE CLOSED ON THE CLOSING TIME OF BIDS WHICH IS 11:00.

BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS

SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART T1.2: TENDER DATA

SECTION T1.2.1: CONDITIONS OF TENDER

This edition incorporates the amendments made in Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 and erratum notices issued thereafter.

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

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

SECTION T1.2.2: TENDER DATA

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

The additional Conditions of Tender are:

Item		Data
F.1	GENERAL	ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER
F.1.1	Actions	The Employer is the "DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT". The term "bid" in the context of this standard is synonymous with term "tender".
F.1.2	Tender Documents	This document in which are bound the Tendering Procedures, Returnable Documents, Agreements and Contract Data, Pricing Data, Scope of Works, Site Information and Drawings
F.1.3	Interpretation	Add the following new clause: "1.3.3" The tender documents have been drafted in English. The contract arising from the invitation of tender shall be interpreted and construed in English.
F.1.4	Communication and Employer's Agent:	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Item	Data	
	The Employer's Agent is:	DLRRD Contact : Mr. Siyabonga Hlangwane Address : 136 S A Eagle building Charlotte Maxeke Street Bloemfontein 9301 Tel No. : (051) 400 4200 Cell : 060 885 0846 E-mail : Siyabonga.Hlangwane@dlrrd.gov.za
F.2 TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER		
F.2.1	Eligibility:	Only those Tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a Class of construction work, are eligible to submit tenders. Joint ventures are eligible to submit tenders provided that they comply with all three of the following conditions: 1. Every member of a joint venture is registered with the CIDB. 2. The lead partner has a contractor grading designation of not lower than one level below the required grading designation of 4 GB of construction work. 3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor designation determined in accordance with the sum tendered for a 4 GB class of construction work, is eligible to submit tenders.
F.2.2	Cost of Tendering:	Add the following to the clause: "Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the Employer or the Employer's Agent."
F.2.5	Reference documents:	The document "JBCC" EDITION 6.2 MAY 2018". Tenderers, Contractors and Sub-contractors shall obtain their own copies of this document for tendering purposes and for use for the duration of the Contract. Copies of these documents may be obtained from the Association of South African Quantity Surveyors (011-315 4140), the Master Builders Association (011-205 9000), the South African Association of Consulting Engineers (011-463 2022) or the South African Institute of Architects (011-486 0684/051 447 4909).
F.2.7	Clarification meeting:	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list and paid for Bid Documents

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Item	Data
F.2.8	<p>Seek clarification:</p> <p>“Request clarification of the tender documents, if necessary, by notifying the Employer’s Official or the Employer’s Agent indicated in the Tender Notice and Invitation to Tender in writing at least 7 (seven) calendar days before the closing time stated in the foregoing notice and clause 2.15.”</p>

F.2	TENDERER’S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
F.2.9	<p>Insurance:</p>	<p>Add the following to the clause:</p> <p>“Accept that the submission of a Tender shall be construed as an acknowledgement by the Employer that he/she is satisfied with the insurance cover that the Contractor will have to effect Contract Works Insurance to be limited to the Tender amount including VAT plus 20%, and Public Liability to be limited to R 5 000 000 under the contract. The contractor must ensure that any damage to the existing building (e.g. structural) be included in his Public Liability insurance.”</p> <p>The Employer will not provide for any insurance as it will be provided for by the Contractor.</p>
F.2.11	<p>Alterations to documents:</p>	<p>Add the following to the clause:</p> <p>“In the event of mistakes having been made on the form of offer inclusive of VAT and the SCHEDULE OF PRICING it must be crossed out in ink at each and every price alteration. And be accompanied by an initial.</p> <p>Corrections in terms of price must not be made by means of a correction fluid such as Tipp-Ex or similar product. If correction fluid has been used on any specific item price, such item will not be considered. No correction fluid must be used in a Schedule of Prices where prices are calculated to arrive at a total amount. If correction fluid has been used the Tender as a whole will not be considered.</p> <p>Tampering with or taking apart the bound document is strictly prohibited. All additional documentation must be stapled into the tender document or attached in a separate file.”</p> <p>The Department will reject the bid if the above conditions are not adhered to.</p>
F.2.13	<p>Submitting a tender offer</p>	
	<p>F.2.13.1</p>	<p>Each Tenderer is required to return the complete set of documents as listed in the Tender Data with all the required information supplied and completed in all respects.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2.13.2	Return all returnable documents to the employer after completing them in their entirety, by writing legibly in non-erasable ink. Failure to adhere to this, the bid will be disqualified.
F.2.13.3	Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2	TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
F.2.13.4		<p>Add the following to the clause: "Only duly authorised signatories must sign the original and all copies of the tender offer where required in terms of 2.13.3.</p> <p>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated on the company letter head.</p> <p>In case of a COMPANY submitting a tender, include a copy of a resolution by its board of directors authorising a director or other official of the company to sign the documents on behalf of the company.</p> <p>In the case of a CLOSED CORPORATION submitting a tender, include a copy of a resolution by its members authorising a member or other official of the corporation to sign the documents on each member's behalf.</p> <p>In the case of a PARTNERSHIP submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such an authorisation shall be included in the Tender.</p> <p>In the case of a JOINT VENTURE submitting a tender, must include a resolution of each company of the Joint Venture together with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture."</p> <p>Accept that failure to submit proof of Authorisation to sign the tender shall result in a Tender Offer being regarded as non-responsive</p>
F.2.13.5		<p>The Employer's address for delivery of tender offers:</p> <p>DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT</p> <p>Provincial Shared Service Centre 136 Charlotte Maxeke Street Department of Rural Development Bloemfontein 9300</p> <p>Completed bids to be submitted in the tender box on the Ground Floor</p>
F.2.13.6		A two-envelope procedure will NOT be followed.
F.2.13.9		Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2	TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
F.2.14	Information and Data to be completed in all respects:	<p>Add the following to the clause: "Accept that the Employer shall in the evaluation of tenders take due account of the Tenderer's past performance in executing for similar works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and Principal Agent as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, by furnishing details in Section T2.2.</p> <p>Accept that the Employer is restricted in accordance with clause 4. (4) of the Construction Regulations, 2014, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely.</p>
F.2.15	Closing time:	The closing date and time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.16	Tender offer validity:	<p>The tender offer validity period is 90 calendar days. For tenders closing in October, November and December the tender validity period is 120 calendar days.</p> <p>Add the following to the clause:</p> <p>"If the tender validity expires on a Saturday, Sunday or public holiday, the Tender Offer shall remain valid and open for acceptance until the closure of business on the following working day."</p>
F.2.17	Clarification of tender offer after submission	The Tenderer shall provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of arithmetical errors by the adjustment of certain rates or items prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
F.2.18	Provide other material	The Tenderer shall provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.
F.2.19	Inspections, tests and analysis:	The Tenderer must provide access during working hours to his premises for inspections on request.
F.2.20	Submit securities, bonds and policies:	If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2 TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER		
F.2.23	Certificates:	<p>The following certificates/ information may be provided with the tender offer:</p> <ul style="list-style-type: none"> a) Copy of Certificate of Incorporation (if tenderer is a Company), e.g. CM1, CM29, or CM44 b) Copy of Founding Statement (if tenderer is a Closed Corporation), e.g. CK1, or CK2 c) Copy of Partnership Agreement (if tenderer is a Partnership) d) Copy of Identity Document (if tenderer is a One-man concern) e) Copy of Deed of Trust (If a trust is involved). <p>In cases where the tenderer has failed to submit any of the documents above with the tender, the Department reserves the right to, at any time after the closure of the tender, but before the award of the tender, request the tenderer to provide the outstanding documents within 5 (five) calendar days from the date of notification.</p>
ADD THE FOLLOWING NEW CLAUSES:		
"2.24	Canvassing and obtaining of additional information by tenderers:	<p>Accept that no Tenderer shall make any attempt either directly or indirectly to canvass any of the Employers officials or the Employer's agent in respect of his tender, after the opening of the tenders, but prior to the Employer arriving at a decision thereon.</p> <p>No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders."</p>
"2.26	Awards to close family members of persons in the service of the state	<p>In order to adjudicate fairness or eligibility, the questionnaire for the declaration of interests in the tender of persons in service of state in Section T2.2.5 – Form E must be completed."</p>
"2.28	TAX COMPLIANCE	<p>Bidders must ensure compliance with their tax obligations.</p> <p>Bidders are required to submit their unique personal identification number (PIN) issued by SARS enable the organ of state to view the taxpayer's profile and tax status.</p> <p>Application for tax compliance status (TCS) or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.</p> <p>Bidders may also submit a printed TCS together with the bid.</p> <p>In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate proof of TCS / PIN / CSD number.</p> <p>Where no TCs is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.</p>
"F.2.29	CSD –National Treasury Central Supplier Database (CSD) Registration	<p>Bidders must register on the central supplier database (CSD) to upload mandatory information namely: (business registration/ directorship/ membership /identity numbers; tax compliance status; and banking information for verification purposes).</p> <p>Where a bidder is not registered on the CSD, mandatory information namely: (business registration/ directorship/ membership/identity numbers; Tax compliance status should be submitted with the bid documentation.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

"F.2.30	Local Labour	It is a requirement of this contract that work be executed in such a manner so as to maximise the use of local labour-intensive construction methods ."
F.3 THE EMPLOYER'S UNDERTAKINGS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER		
F.3.1	Respond to requests from the Tenderer:	Replace the contents of the clause with the following: "Respond to a request for clarification received up to seven (5) calendar days before the tender closing time stated in the tender data and notify all Tenderers who drew procurement documents"
F.3.2	Issue Addenda:	If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until five (5) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and shall then notify all tenderers who drew documents.
F.3.3	Return late tender offers	Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.
F.3.4	Opening of tender submissions:	<p>The closing date and time for receipt of tenders is:</p> <p>03 July 2026</p> <p>Tenders will be received on the closing date and time shown, must be enclosed in a sealed envelope bearing the applicable tender heading and contract number, as well as the closing time and due date, and must be addressed to the:</p> <p>DIRECTOR: SUPPLY CHAIN AND FACILITIES MANAGEMENT SERVICES: DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT.</p> <p>Tenders must be submitted in the tender box situated in Bloemfontein:</p> <p>DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT 136 Charlotte Maxeke Street SA Eagle Building Bloemfontein 9300 Ground Floor</p> <p>Only tenders submitted to this tender box will be opened/ considered.</p> <p>Valid tender submissions shall be opened in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<p>F.3.11</p>	<p>Evaluation of Tenders:</p>	<p>The tender evaluation method to evaluate all responsive tender offers will be Method 4 (Financial offer, quality and specific goals).</p> <p>Apply the 80/20 Preference Point system where a maximum of eighty 80 tender adjudication points be awarded for price. Twenty (20) points will be awarded for specific goals in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and Preferential Procurement Regulation, 2022. See section T2.2.8, Form H for the Preference model.</p> <p>The financial offer will be scored in terms of formula 2, option 1 of the Standard Conditions of Tender (Section T1.3 of the document).</p>
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		<p>The CRITERIA to be applied in evaluating the proposal is set out in the table below:</p> <p>No Submission-0; Poor-1; Average-2; Good-3; Very Good-4; Excellent-5</p>		
		QUALITY CRITERIA		
NO.	CRITERIA	WEIGHT	INDICATE VALUE	TOTAL
1	<p>WORK CARRIED OUT BY THE TENDERER Successful completion of similar projects (General building) in the last five (5) years from a minimum value of R3 000 000.00 as a principal contractor. Attach completion certificates with appointment letters. (No score will be awarded if both the certificate and appointment letter are not attached) NB: Employer's Letterhead / Employer's Stamp. Note: Returnable Document = FORM H</p> <p>Note: at an event where the contractor submit appointment letter where he was subcontracting, he/she should also submit an appointment letter of the main contract reflecting the amount and the details of the client (references).</p>	35		
2	<p>PROPOSED KEY PERSONNEL – SITE AGENT Site Agent with NQF 6 Qualification in Built Environment: CV and certified copies of qualifications must be attached. <i>(No score will be awarded if CV and copies of qualifications certified within 6 months from tender closing are not attached)</i> NB! Foreign based SAQA evaluated qualifications to be submitted with relevant qualifications and needs to be certified within 6 months and not copy of a copy. Copies must be certified by Commissioner of Oaths Experience will be scored post qualification Note: Returnable Document = FORM J</p>	30		
3	<p>PROPOSED KEY PERSONNEL: FOREMAN Foreman: <i>CV must be attached with number of years in relevant experience (built environment) and contactable references. (No score will be awarded if CV is not attached)</i> Note: Returnable Document = FORM J</p>	20		
4	<p>PRELIMINARY CONSTRUCTION PROGRAMME Submission of a comprehensive construction programme indicating all workflow items. Note: Returnable Document = FORM M</p>	15		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		Total	100		
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The proposal will be evaluated individually on score sheets, by a representative evaluation panel according to the evaluation criteria indicated above. All service providers who scored less than 60 out of 100 points for functionality will not be considered further.

QUALITY CRITERIA																
NO.	CRITERIA	WEIGHT	INDICATE VALUE	TOTAL												
1	<p>SUCCESSFUL COMPLETION OF SIMILAR PROJECTS IN THE LAST FIVE (5) YEARS FROM A MINIMUM VALUE OF R3 000 000.00. ATTACH COMPLETION CERTIFICATES WITH APPOINTMENT LETTER AS A PRINCIPAL CONTRACTOR. (NO SCORE WILL BE AWARDED IF COMPLETION CERTIFICATES AND APPOINTMENT LETTER ARE NOT ATTACHED)</p> <p>Tenderers are required to demonstrate relevant past experience and competency. Tenderers are required to submit full details of, and reliable contactable references for, relevant project which were successfully completed. Projects relevant must be of similar scope, nature and size, completed within the last five (5) years.</p> <p>Successful completion of similar projects in the last 5 years.</p> <p>Similar projects shall be limited to construction, upgrading and renovation projects (General Building)</p> <table border="1"> <tr> <td>No Submission (score 0)</td> <td>The tenderer has failed to address the question and has not provided any proof of completing a similar project.</td> </tr> <tr> <td>Poor (score 1)</td> <td>One (1) relevant similar project executed successfully by the contractor in the past 5 years</td> </tr> <tr> <td>Average (score 2)</td> <td>Two (2) relevant similar projects successfully executed by the contractor in the past 5 years</td> </tr> <tr> <td>Good (score 3)</td> <td>Three (3) relevant similar projects successfully executed by the contractor in the past 5 years</td> </tr> <tr> <td>Very Good (score 4)</td> <td>Four (4) relevant similar projects successfully executed by the contractor in the past 5 years</td> </tr> <tr> <td>Excellent (score 5)</td> <td>More than five (5) relevant similar projects successfully executed by the contractor in the past 5 years and above</td> </tr> </table> <p>No score will be awarded if both the certificate and appointment letter are not attached</p> <p>Note: Returnable Document = FORM H</p>	No Submission (score 0)	The tenderer has failed to address the question and has not provided any proof of completing a similar project.	Poor (score 1)	One (1) relevant similar project executed successfully by the contractor in the past 5 years	Average (score 2)	Two (2) relevant similar projects successfully executed by the contractor in the past 5 years	Good (score 3)	Three (3) relevant similar projects successfully executed by the contractor in the past 5 years	Very Good (score 4)	Four (4) relevant similar projects successfully executed by the contractor in the past 5 years	Excellent (score 5)	More than five (5) relevant similar projects successfully executed by the contractor in the past 5 years and above	35		
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Average (score 2)	Two (2) relevant similar projects successfully executed by the contractor in the past 5 years															
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Very Good (score 4)	Four (4) relevant similar projects successfully executed by the contractor in the past 5 years															
Excellent (score 5)	More than five (5) relevant similar projects successfully executed by the contractor in the past 5 years and above															

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2	<p>EXPERIENCE OF SITE AGENT</p> <p>This Sub Criteria covers the general average experience of the proposed Site Agent (total duration of professional activity at Site Agent level).</p> <p>The candidate must have a minimum of NQF level 6 qualification in the built environment. Tenderers are required to submit curriculum vitae for the key personnel proposed to be employed on the project. These curriculum vitae are to include specific details of these individuals including past experience and competence in delivering key similar relevant building project. This evaluation is based on the following weighting: (CV and certified copies of qualifications not older than 6 months must be attached)</p> <p>Copies must be certified by a Commissioner of Oaths</p> <p>NB: No score will be awarded to bidder who has not attached CV and certified qualification copies). Experience will be scored post qualification</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">No Submission (score 0)</td> <td>No CV Submitted. No minimum qualification Less than 1 year experience post qualification in the position</td> </tr> <tr> <td>Poor (score 1)</td> <td>Minimum qualifications with more than 1 to 2 years' experience post qualification in construction as a site agent</td> </tr> <tr> <td>Average (score 2)</td> <td>Minimum qualifications with more than 2 to 4 years' experience post qualification as a site agent</td> </tr> <tr> <td>Good (score 3)</td> <td>Minimum experience with more than 4 to 6 years' experience post qualification as a site agent</td> </tr> <tr> <td>Very Good (score 4)</td> <td>Minimum qualifications with more than 6 to 8 years' experience post qualification as a site agent</td> </tr> <tr> <td>Excellent (score 5)</td> <td>Minimum qualification with more than 9 years' experience post qualification as a site agent</td> </tr> </table>	No Submission (score 0)	No CV Submitted. No minimum qualification Less than 1 year experience post qualification in the position	Poor (score 1)	Minimum qualifications with more than 1 to 2 years' experience post qualification in construction as a site agent	Average (score 2)	Minimum qualifications with more than 2 to 4 years' experience post qualification as a site agent	Good (score 3)	Minimum experience with more than 4 to 6 years' experience post qualification as a site agent	Very Good (score 4)	Minimum qualifications with more than 6 to 8 years' experience post qualification as a site agent	Excellent (score 5)	Minimum qualification with more than 9 years' experience post qualification as a site agent	30		
No Submission (score 0)	No CV Submitted. No minimum qualification Less than 1 year experience post qualification in the position															
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Very Good (score 4)	Minimum qualifications with more than 6 to 8 years' experience post qualification as a site agent															
Excellent (score 5)	Minimum qualification with more than 9 years' experience post qualification as a site agent															

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3	<p>EXPERIENCE OF FOREMAN</p> <p>This Sub Criteria covers the general average experience of the proposed Foreman (total duration of professional activity at Foreman level).</p> <p>Tenderers are required to submit curriculum vitae for the Foreman proposed to be employed on the project. These curriculum vitae are to include specific details of these individuals including past experience and competence in delivering key similar relevant building project. This evaluation is based on the following weighting: (CV must be attached)</p> <p>NB: No score will be awarded to bidder who has not attached a CV</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">No Submission (score 0)</td> <td>No CV Submitted</td> </tr> <tr> <td>Poor (score 1)</td> <td>More than 2-to-5-year experience as a foreman</td> </tr> <tr> <td>Average (score 2)</td> <td>More than 5 to 8 years' experience as a foreman</td> </tr> <tr> <td>Good (score 3)</td> <td>More than 8 to 11 years' experience as a foreman</td> </tr> <tr> <td>Very Good (score 4)</td> <td>More than 11 to 14 years' experience as a foreman</td> </tr> <tr> <td>Excellent (score 5)</td> <td>14 years and above as a foreman</td> </tr> </table> <p>Note: Returnable Document = FORM J</p>	No Submission (score 0)	No CV Submitted	Poor (score 1)	More than 2-to-5-year experience as a foreman	Average (score 2)	More than 5 to 8 years' experience as a foreman	Good (score 3)	More than 8 to 11 years' experience as a foreman	Very Good (score 4)	More than 11 to 14 years' experience as a foreman	Excellent (score 5)	14 years and above as a foreman	20		
No Submission (score 0)	No CV Submitted															
Poor (score 1)	More than 2-to-5-year experience as a foreman															
Average (score 2)	More than 5 to 8 years' experience as a foreman															
Good (score 3)	More than 8 to 11 years' experience as a foreman															
Very Good (score 4)	More than 11 to 14 years' experience as a foreman															
Excellent (score 5)	14 years and above as a foreman															

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4	<p>CONSTRUCTION PROGRAMME</p> <p>Submission of the following comprehensive construction programme indicating all workflow items in relation to reaching listed project deliverables on time.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; padding: 5px;">Very Poor (score 0)</td> <td style="padding: 5px;">No programme attached.</td> </tr> <tr> <td style="padding: 5px;">Poor (score 1)</td> <td style="padding: 5px;">The programme is poorly compiled and there are major inconsistencies with timing of project deliverables.</td> </tr> <tr> <td style="padding: 5px;">Average (score 2)</td> <td style="padding: 5px;">The programme omits important tasks or the timing of the activities and correlation among them are inconsistent with project deliverables. There is a lack of clarity and logic in the sequence.</td> </tr> <tr> <td style="padding: 5px;">Good (score 3)</td> <td style="padding: 5px;">All key activities are included in the programme but are not detailed. There are minor inconsistencies between timing and project deliverables.</td> </tr> <tr> <td style="padding: 5px;">Very Good (score 4)</td> <td style="padding: 5px;">All key activities are included and well detailed in the programme. There are no inconsistencies between timing and project deliverables.</td> </tr> <tr> <td style="padding: 5px;">Excellent (score 5)</td> <td style="padding: 5px;">The programme fits the project deliverables well; all important activities are indicated in the programme, and their timing and sequencing is appropriate and consistent with project objectives and requirements. There is an excellent degree of detail with links that facilitate understanding of the proposed programme.</td> </tr> </table> <p>Note: Returnable Document = FORM M</p>	Very Poor (score 0)	No programme attached.	Poor (score 1)	The programme is poorly compiled and there are major inconsistencies with timing of project deliverables.	Average (score 2)	The programme omits important tasks or the timing of the activities and correlation among them are inconsistent with project deliverables. There is a lack of clarity and logic in the sequence.	Good (score 3)	All key activities are included in the programme but are not detailed. There are minor inconsistencies between timing and project deliverables.	Very Good (score 4)	All key activities are included and well detailed in the programme. There are no inconsistencies between timing and project deliverables.	Excellent (score 5)	The programme fits the project deliverables well; all important activities are indicated in the programme, and their timing and sequencing is appropriate and consistent with project objectives and requirements. There is an excellent degree of detail with links that facilitate understanding of the proposed programme.	15	
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<p>F.3.13</p>	<p>Acceptance of tender offer:</p>	<p>Tender offers will only be accepted if:</p> <p>a) The Tenderer submits a duly and dated relevant resolution of their members or their board of directors, as the case may be, on their company letterhead. In the case of a sole proprietor of a single member in a company, it must be clearly indicated in a company letterhead. In the case of a Joint Venture submitting a tender, include a resolution of each company of the Joint Venture together with a resolution signed by all members of the Joint Venture authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.</p> <p>NB: RESOLUTION MUST BE SPECIFIC TO THE PROJECT: APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF EXTENSION OF GUARD HOUSE TWO NEW SILOS, NEW ENTRANCE GATE AND AN ADDITIONAL GUARD HOUSE AND REBURSISHMENT OF WEIGHTBRIDGE CONTROL ROOM AT MAKHOLOKOENG FPSU IN MALUTI-A-PHOFUNG LOCAL MUNICIPALITY WITHIN THABO MOFUTSANYANE DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE [DLRRD-RD-FS-001(2026/2027)]</p> <p>b) Bidders must ensure compliance with their tax ligations. Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the state organ to view the taxpayer’s profile and tax status. Application for tax compliance status (TCS) or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za. Bidders may also submit printed TCS together with the bid. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit separate proof of TCS / PIN / CSD number. Where no TCS is available but the bidder is registered on central supplier database (CSD), a CSD number must be provided.</p> <p>c)The Tenderer is registered with the Construction Industry Development Board (CIDB) in an appropriate contractor grading designation. Proof of Registration in respect of each partner, where a tenderer satisfied the CIDB contractor grading designation requirements through the formation of a joint venture. The Lead partner must have a contractor grading designation of not lower than one level below the required grading designation;</p> <p>d)The Bidder did not tamper, dismantle or remove any documents from the tender document.</p> <p>e) The Tenderer has acknowledged and signed the record of addenda page, and submitted the addendum or addenda, in the event that the addendum or addenda has been issued.</p> <p>f) The Tenderer has attended the compulsory tender clarification meeting as stipulated.</p> <p>g) The Tenderer has completed the form of offer and is signed by the duly authorized person and witnessed.</p> <p>h) Tenderer submits a letter from the bank, or a FAIS registered or NCR registered financial institution with whom he/she has made the necessary arrangements, to the effect that the said institution will be prepared to provide the required performance guarantee.</p> <p>i)The Tenderer is registered and in good standing with respect to</p>
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		<p>Compensation for Occupational Injuries and Diseases Act (COIDA) with Department of Labour or with a licensed compensation insurer. The Tenderer must submit the letter of good standing for building construction. In the event of the Tenderer being a joint venture/consortium, each company must submit a letter of good standing for Building Construction of the individual members must also be provided. A tenderer that does not have any labour in their employ must submit a Tender Letter obtainable from the Department of Labour.</p> <p>NB: Any bidder that does not comply with any of the above-mentioned stipulations, number (a) to (i) above, will be regarded as non-responsive and will therefore not be considered for further evaluations.</p>
F.3.17	Provide copies of the contract	One signed copy of the contract shall be provided by the Employer to the successful Tenderer.

F.4	ADDITIONAL CONDITIONS OF TENDER
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The additional conditions of Tender are:

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

F.4.2	<p>Community Liaison Officer</p> <p>It is a requirement of the Contract that a Community Liaison Officer (CLO) be appointed by the Contractor. The primary functions of the CLO shall be to assist the Contractor with the selection and recruitment of targeted labour, to represent the local community in matters concerning the use of targeted labour (and/or enterprises) on the works, and to assist with and facilitate communication between the Contractor, the Principal Agent and the local communities.</p> <p>The method of identifying suitable candidates for the position of CLO, as well as requirements in respect of the employment of the selected candidate, are described in Part C3.3.2: Scope of Work.</p>
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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

CIDB STANDARD CONDITIONS OF TENDER

CIDB STANDARD CONDITIONS OF TENDER

*As published in Annexure C of the CIDB Standard for Uniformity for construction Procurement, notice 423
Government Gazette No 42622 of 8 August 2019.*

TABLE OF CONTENTS

F.1	GENERAL		31
	F.1.1	Actions	31
	F.1.2	Tender Documents.....	31
	F.1.3	Interpretation	31
	F.1.4	Communication and Employer’s agent	32
	F.1.5	Cancellation and Re-Invitation of Tenders	32
	F.1.6	Procurement procedures	32
F.2	TENDERER’S OBLIGATIONS		33
	F.2.1	Eligibility	33
	F.2.2	Cost of tendering	33
	F.2.3	Check documents.....	33
	F.2.4	Confidentiality and copyright of documents	34
	F.2.5	Reference documents	34
	F.2.6	Acknowledge addenda	34
	F.2.7	Clarification meeting	34
	F.2.8	Seek clarification	34
	F.2.10	Pricing the tender offer	34
	F.2.11	Alterations to documents	34
	F.2.12	Alternative tender offers	34
	F.2.13	Submitting a tender offer	35
	F.2.21	Information and data to be completed in all respects.....	35
	F.2.15	Closing time	35
	F.2.16	Tender offer validity	36
	F.2.17	Clarification of tender offer after submission.....	36
	F.2.18	Provide other material	36
	F.2.19	Inspections, tests and analysis	36
	F.2.20	Submit securities, bonds, policies, etc.	36
	F.2.21	Check final draft	36
	F.2.22	Return of other tender documents	36
	F.2.23	Certificates	37
F.3	THE EMPLOYER’S UNDERTAKINGS		37
	F.3.1	Respond to requests from the tenderer	37
	F.3.2	Issue Addenda	37
	F.3.3	Return late tender offers.....	37
	F.3.4	Opening of tender submissions	37
	F.3.5	Two-envelope system.....	37
	F.3.6	Non-disclosure	38
	F.3.7	Grounds for rejection and disqualification	38
	F.3.8	Test for responsiveness	38
	F.3.9	Arithmetical errors, omissions and discrepancies	38
	F.3.10	Clarification of a tender offer.....	39
	F.3.11	Evaluation of tender offers.....	39
	F.3.12	Insurance provided by the Employer	43
	F.3.13	Acceptance of tender offer	43
	F.3.21	Prepare contract documents.....	43

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT NO.: DLRRD-RD-FS 001 (2026/2027)

F.3.15	Complete adjudicator's contract.....	43
F.3.16	Notice to unsuccessful tenderers.....	43
F.3.17	Provide copies of the contracts.....	44
F.3.18	Provide written reasons for actions taken	44

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.1 GENERAL

F.1.1 Actions

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

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to 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.*

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

CONTRACT NO.: DLRRD-RD-FS 001 (2026/2027)

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

e) **Organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body.

f) **Quality (functionality)** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

F.1.4 Communication and employer's agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

F.1.5.1 An 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.

F.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

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

F.1.6 Procurement procedures**F.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.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.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 F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT NO.: DLRRD-RD-FS 001 (2026/2027)

or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to 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.

F.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.

F.1.6.3 Proposal procedure using the two stage-system**F.1.6.3.1 Option 1**

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

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall 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.

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

F.2 TENDERER'S OBLIGATIONS**F.2.1 Eligibility**

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

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

F.2.2 Cost of tendering

F.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.

F.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.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (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.

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

CONTRACT NO.: DLRRD-RD-FS 001 (2026/2027)

F.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.

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

F.2.13 Submitting a tender offer

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

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

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

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all 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.

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

CONTRACT NO.: DLRRD-RD-FS 001 (2026/2027)

F.2.16 Tender offer validity

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

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

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in F.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

F.2.17 Clarification of tender offer after submission

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

Note: Sub-clause 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.

F.2.18 Provide other material

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

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

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds,

guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT NO.: DLRRD-RD-FS 001 (2026/2027)

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.3 THE EMPLOYER'S UNDERTAKINGS

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (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.

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

F.3.5.2 Evaluate 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer is 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.

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

- a) Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- b) If Pricing Schedule 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- c) Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.
- d) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if Pricing Schedule apply) to achieve the tendered total of the prices. Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

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

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

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:

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

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.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.

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any 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.

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator’s contract

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

F.3.16 Notice to unsuccessful tenderers

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

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

F.3.17 Provide copies of the contracts

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

F.3.18 Provide written reasons for actions taken

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

F3.19 Transparency in the procurement process

F3.19.1 The CIDB prescripts require that tenders must be advertised and be registered on the CIDB i-Tender system.

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

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

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

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

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

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

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

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PART T2: RETURNABLE DOCUMENTS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART T2.1: LIST OF RETURNABLE DOCUMENTS

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

Clause referred to in Standard Conditions of Tender	Document
F.2.1	<p>Tenderers must provide their CRS Numbers of the registered Contractor as well JV Partner*. CRS numbers of Tenderers or JV partners need to be filled in below:</p> <p><u>Tenderer/Leading JV Partner</u></p> <p>CRS Number: _____</p> <p>Name of Company: _____</p> <p><u>JV Partner</u></p> <p>CRS Number: _____</p> <p>Name of Company: _____</p> <p><u>JV Partner</u></p> <p>CRS Number: _____</p> <p>Name of Company: _____</p> <p>*NB: Recent printout from CIDB website indicating the CRS number will also be accepted.</p> <p>All contractors, even tendering in JV, must be registered with CIDB. The lead partner has a contractor grading designation of not lower than one level below the required grading designation of 4GB of building work.</p>
F.2.7	Attendance of the Compulsory Tender Clarification meeting as stipulated.
F.2.10	Form of offer must be completed and signed by duly authorized person.
F.2.11	<p>Tampering with or taking apart the bound document is strictly prohibited. All additional documentation must be stapled into the tender document or attached in a separate file.</p> <p>Corrections in terms of price must not be made by means of a correction fluid such as Tippex or similar product.</p> <p>"In the event of mistakes having been made on tender document it must be crossed out in ink and be accompanied by an initial at each and every price alteration".</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<p>F.2.13.4</p>	<p>Tender offers will only be accepted if:</p> <p>a) The Tenderer submits a duly signed and dated relevant resolution signed by all their members or their board of directors on their company letterhead. In the case of a sole proprietor or a single member in a company, it must be clearly indicated on a document bearing the company’s letterhead. In the case of a joint venture submitting a tender, include a resolution of each company of the Joint Venture signed by all the members/ directors of the Joint Venture authorising a member or an official of the Joint Venture to sign the documents on behalf of the Joint Venture.</p> <p>NB: RESOLUTION MUST BE SPECIFIC TO THE PROJECT: APPOINTMENT OF THE CONTRACTOR TO UNDERTAKE THE REGRAVELLING OF 4,2KM GRAVEL ROAD AT PITSO AND RIVERDALE COMMONAGES UNDER MOQHAKA LOCAL MUNICIPALITY WITHIN FEZILE DABI DISTRICT MUNICIPALITY, FREE STATE PROVINCE DLRRD-RD-FS 002(2025/2026)</p>
<p>F.2.28</p>	<p>Bidders must ensure compliance with their tax obligations.</p> <p>Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to view the taxpayer’s profile and tax status.</p> <p>Application for tax compliance status (TCS) or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.</p> <p>Bidders may also submit a printed TCS together with the bid.</p> <p>In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate proof of TCS / PIN / CSD number.</p> <p>Where no TCS is available, but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.</p>
	<p>The Bidder did not tamper, dismantle or remove any documents from the tender document</p>
	<p>The Tenderer must acknowledge and sign the record of addenda page, and submitted the addendum or addenda, in the event that the addendum or addenda has been issued</p>
	<p>The Tenderer submits a letter of intent from the bank, or a FSCA/NCR or FAIS registered financial institution with whom he/she has made the necessary arrangements, to the effect that the said institution will be prepared to provide the required performance guarantee. In the event of a JV the letter of intent for the JV or for the lead partner must be submitted.</p>
	<p>The Tenderer is registered and in good standing with respect to Compensation for Occupational Injuries and Diseases Act (COIDA) for Building Construction, with Department of Labour or with a licensed compensation insurer. The Tenderer must submit the letter of good standing for Building Construction. In the event of the Tenderer being a joint venture/consortium, each company must submit the letter of good standing for Building Construction. A Tenderer who presently do not have any labour in their employ must submit a Tender Letter obtainable from the Department of Labour.</p>
	<p><i>NB: Any bidder that does not comply with any of the above-mentioned stipulations, number 1 to 9 above, will be regarded as non-responsive and will therefore not be considered for further evaluations.</i></p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

Document	
<p>Tenderers shall provide their CSD Supplier Number (Master Registration Number) and Tax Compliance PIN Number in the space provided below:</p> <p>NB: In cases where a bidder intends to form a Joint Venture, the CSD Supplier Number (Master Registration Number) and Tax Compliance PIN shall also be provided in the space provided below, i.e. the lead partner and Joint Venture partner/s.</p> <p>If any sub-contractors are proposed their CSD Supplier Number (Master Registration Number) and Tax Compliance PIN numbers shall be provided in Form A.</p> <p>If the documents are not included in the document, the tender will be regarded as being NON-RESPONSIVE.</p>	
<u>Tenderer/Leading JV Partner</u>	
Name of Company:	
CSD Supplier Number: (Master Registration Number)	
Tax Compliance PIN number:	
<u>JV Partner 1</u>	
Name of Company:	
CSD Supplier Number: (Master Registration Number)	
Tax Compliance PIN number:	
<u>JV Partner 2</u>	
Name of Company:	
CSD Supplier Number: (Master Registration Number)	
Tax Compliance PIN number:	
<u>JV Partner 3</u>	
Name of Company:	
CSD Supplier Number: (Master Registration Number)	
Tax Compliance PIN number:	
*NB: All contractors, even tendering in JV, must be registered with National Treasury Central Supplier Database	

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T2.2.1	FORM A: SCHEDULE OF PROPOSED SUBCONTRACTORS
SECTION T2.2.2:	FORM B: <u>PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (SBD 6.1)</u>
SECTION T2.2.3:	FORM C: RECORD OF ADDENDA TO TENDER DOCUMENTS
SECTION T2.2.4:	FORM D: AUTHORITY OF SIGNATORY
SECTION T2.2.5:	FORM E: STATUS OF CONCERN SUBMITTING TENDER
SECTION T2.2.6:	FORM F: DECLARATION OF INTEREST (SBD 4)
SECTION T2.2.7:	FORM G: SCHEDULE OF PLANT AND EQUIPMENT
SECTION T2.2.8:	FORM H: SCHEDULE OF WORK CARRIED OUT BY THE TENDERER
SECTION T2.2.9:	FORM I: CERTIFICATE OF TENDERER'S VISIT TO THE SITE
SECTION T2.2.10:	FORM J: KEY-PERSONNEL/ SUPERVISORY AND MANAGEMENT STAFF
SECTION T2.2.11:	FORM K: COMPLIANCE WITH OHSA (ACT 85 OF 1993)
SECTION T2.2.12:	FORM L: CSD SUPPLIER NO AND TAX COMPLIANCE PIN
SECTION T2.2.13:	FORM M: PRELIMINARY PROGRAMME
SECTION T2.2.14:	FORM N: ESTIMATED MONTHLY EXPENDITURE
SECTION T2.2.15:	FORM O: FINANCIAL REFERENCES
SECTION T2.2.16:	FORM P: SUPPLIER MAINTANANCE FORM
SECTION T2.2.17	FORM Q: COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (COIDA)
SECTION T2.2.18	FORM R: LETTER OF INTENT FOR PERFORMANCE QUARANTEE
SECTION T2.2.19	FORM S: DECLARATION CERTIFICATION FOR LOCAL LABOUR PARTCIPATION
SECTION T2.2.20:	FORM T: COMPULSORY ENTERPRISE QUESTIONNAIRE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART T2.2. RETURNABLE SCHEDULES

SECTION T2.2.1 FORM A: SCHEDULE OF PROPOSED SUBCONTRACTORS

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

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us. The contractor is to obtain approval if he/she intends to change the submitted list of Subcontractors.

In Bids where subcontractors are involved each party must submit a separate proof of TCS / PIN / CSD number together with the bid. Where no TCS is available, but the subcontractor is registered on the Central Supplier Database (CSD), a CSD number must be provided. (Refer to Clause F2.28) Alternatively, where a subcontractor is not yet registered on the National Treasury CSD, submission of a Valid Tax Clearance Certificate together with the bid is compulsory. (Refer to Clause F2.28)

1. Will any portion of the contract be sub-contracted? Yes / No
2. If yes, indicate:
 - (i) The name of the proposed sub-contractor, the nature and extent of the work to be sub-contracted and the previous experience with the sub-contractor in the table below.

	Name and address of the proposed Sub-contractor	Nature and extent of work	Previous experience with Sub-contractor
1.			
2.			
3.			
4.			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT NO.: DLRRD-RD-FS 001 (2026/2027)

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

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us. The contractor is to obtain approval if he/she intends to change the submitted list of Subcontractors.

In Bids where subcontractors are involved each party must submit a separate proof of TCS / PIN / CSD number together with the bid. Where no TCS is available, but the subcontractor is registered on the Central Supplier Database (CSD), a CSD number must be provided. (Refer to Clause F2.28) Alternatively, where a subcontractor is not yet registered on the National Treasury CSD, submission of a Valid Tax Clearance Certificate together with the bid is compulsory. (Refer to Clause F2.28)

1. Will any portion of the contract be sub-contracted? Yes / No
2. If yes, indicate:
 - (i) The name of the proposed sub-contractor, the nature and extent of the work to be sub-contracted and the previous experience with the sub-contractor in the table below.

Name and address of the proposed Sub-contractor	Nature and extent of work	Previous experience with Sub-contractor
1.		
2.		
3.		
4.		

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

SECTION T2.2.2:FORM B: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (SBD 6.1)

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

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

1. DEFINITIONS

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2. GENERAL CONDITIONS

2.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

2.2 To be completed by the Organ of state

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

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

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

2.4 To be completed by the Organ of state:

The maximum points for this tender are as follows:

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

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

2.6 Tenderers that fail to claim points for specific goals or that fail to fully complete the table in paragraph 2.12 below, will not be awarded points for specific goals.

2.7 Tenderers that make a calculation error when claiming points as per the table in paragraph 2.12 below, will not be awarded points for specific goals. Please take note of the examples on how to calculate points for specific goals as per paragraph 2.12 below.

2.8 Tenderers that fail to submit the correct SBD 6.1 form as issued by the Department of Agriculture, Land Reform and Rural Development, will not be awarded points for specific goals.

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

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

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

2.10.1 Historically Disadvantaged individuals (HDI):

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

2.10.2 Who is female:

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

2.10.3 Who has a disability:

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

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

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

2.10.5 For Locality:

Respondents will be allocated points for residing in the Free State Province and will be required to demonstrate physical presence within the Free State Province by providing the following:

- A valid municipal services account (water, sanitation, rates and electricity) in the name of the bidder/s or active director/s not older than 6 months from the closing date of the bid or,
- A valid lease agreement from the lessor or
- A letter on the letterhead of the ward councilor / traditional authority / council must be signed, stamped and dated. It should not be older than 6 months from the bid closing date.

NB: Locality refers to Free State Province.

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

- (I) A maximum of 8 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:
 - **Percentage ownership equity** x 8 ÷ 100 = number of points claimed.
- (II) A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:
 - **Percentage ownership equity** x 5 ÷ 100 = number of points claimed.
- (III) A maximum of 2 points may be allocated to tenderers who have a disability, on the following basis:
 - **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.
- (IV) A maximum of 2 points may be allocated to tenderers who are youth, on the following basis:
 - **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.
- (V) A maximum of 3 points may be allocated to tenderers for locality, on the following basis:
 - **Percentage ownership equity** x 3 ÷ 100 = number of points claimed.

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in the table in paragraph 2.12 above as may be supported by proof/documentation stated in the conditions of this tender.

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

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

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

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

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

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Contractor
Witness 1
Witness 2
Employer
Witness 1
Witness 2

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

5. SUB-CONTRACTING

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

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

5.1.1 If yes, indicate:

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

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1. Name of company/firm:

6.2. Company registration number:

6.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2
Page 58 of

- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damage which it has suffered as a result of having to make less favorable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

SECTION T2.2.3: FORM C: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Signature of person authorised to sign the tender:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.4: FORM D: AUTHORITY OF SIGNATORY

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

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

MABEL HOUSE (Pty) Ltd

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

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

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

IN HIS CAPACITY AS: Managing Director

DATE: 20 May 2000

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

As witnesses:

1.

2.

[Signature Box]

Contractor

[Signature Box]

Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2

SECTION T2.2.5: FORM E: STATUS OF CONCERN SUBMITTING TENDER

1. GENERAL

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

Company Closed Corporation Partnership
One-man concern Joint Venture

2. INFORMATION TO BE PROVIDED

(Block letters)

2.1 If the tenderer is a Company:

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

2.2 If the tenderer is a Closed Corporation:

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

2.3 If the tenderer is a Partnership:

List the partners.

2.4 If the tenderer is a One-man concern:

Provide the full name and ID number of the person.

2.5 If the tenderer is a Joint Venture:

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

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

Yes / No Registration nr.:

Signature of person authorised to sign the tender:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

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

Full Name	Identity Number	Name of State Institution

2.2. Do you, or any person connected with the bidder, have a relationship 1 the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

with any person who is employed by the procuring institution?..... **YES/NO**

2.2.1. If so, furnish particulars:

.....

.....

2.3. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?..... **YES/NO**

2.3.1. If so, furnish particulars:

.....

.....

3. DECLARATION

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- 3.1. I have read and I understand the contents of this disclosure;
- 3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive bidding.
- 3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

Signature	Date
Position	Name of Bidder

<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	64 of
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2	

SECTION T2.2.7: FORM G: SCHEDULE OF PLANT AND EQUIPMENT

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

- (b) Details of major equipment that will be hired or acquired for this contract if my/our tender is acceptable.
Proof of lease agreement must be attached or a letter of intent from a hiring company.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signature of person authorised to sign the tender:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.8: FORM H: SCHEDULE OF WORK CARRIED OUT BY THE TENDERER

The tenderer shall list in the spaces provided below the successfully completed projects of similar scope, nature and size in the past 5 years. This information shall be deemed to be material to the award of this tender.

Employer (Name, Tel No, Fax No)	Consulting Engineer (Name, Tel No, Fax No)	Nature Of Work	Value Of Work	Year Completed
Completed				

Signature of person authorised to sign the tender:

Date:

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

SECTION T2.2.9: FORM I: CERTIFICATE OF TENDERER'S VISIT TO THE SITE

This is to certify that I,

Representative of (Tenderer).....

Of (address)

.....

.....

Telephone No:

Fax No:

Visited and carefully examined the Site on the day of20

In the company of (Engineer's representative)

Signature (Tenderer's Representative)

Signature (Engineer's Representative)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.10: FORM J: KEY-PERSONNEL/ SUPERVISORY AND MANAGEMENT STAFF

The Tenderer shall, submit the name of all supervisory staff that will be employed to supervise Contract. **Please attach CV**. The Tenderer shall also include an organogram of the project team and the company structure. **NB: No points will be awarded if the bidder has not attached CV and Qualifications)**

1. Position	Site Agent
Name	
Indicate Years of Experience as a Site Agent	
Duties and List of duties as a Site Agent	
Currently Employed by Tenderer (Y/N)	
Signature	
2. Position	Foreman
Name	
Indicate Years of Experience as a Foreman	
Duties and List of duties as a Foreman	
Currently Employed by Tenderer (Y/N)	
Signature	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.11: FORM K: COMPLIANCE WITH OHSA (ACT 85 OF 1993)

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

- 1. Is the Contractor familiar with the OHSA (ACT 85 of 1993) and its Regulations? Yes / No
- 2. Who will prepare the Contractor's Health and Safety Plan? (Section T2.2.18 – Form R) (Provide a copy of the person/s curriculum vitae/s or company profile). Yes / No
- 3. Does the Contractor have a health and safety policy? (if yes, provide a copy). How is this policy communicated to all employees? Yes / No
- 4. Does the Contractor keep records of safety aspects of each construction site? If yes, what records are kept? Yes / No
- 5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attend these meetings? Yes / No
- 6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company? If yes, please explain his duties and provide a copy of his CV. Yes / No
- 7. Does the Contractor have trained first aid employees? If yes, indicate, who. Yes / No
- 8. Does the Contractor have a safety induction training programme in place? (If yes, provide a copy) Yes / No

Signature of person authorised to sign the tender:

Date:

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

SECTION T2.2.12: FORM L: CSD SUPPLIER NO AND TAX COMPLIANCE PIN

Bidders registered on the **National Treasury Central Supplier Database (CSD)** are required to submit their unique **Personal Identification Number (PIN)** issued by SARS in the space provided below as stipulated in Clause F2.28.

Bidders may also submit a **printed TCS** together with the bid.

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party **must** submit a separate proof of **TCS / PIN / CSD** number.

Where no TCS is available, but the bidder is registered on the Central Supplier Database (CSD), a **CSD number** must be provided

Alternatively, the tenderer must submit a valid tax clearance certificate together with the Bid, including Valid Tax Clearance Certificates for the Joint Venture partner/s and Subcontractors proposed.

The certificates may be stapled into the tender document without taking the tender document apart or may be attached in a separate file to the tender document.

If the documents are not included in the document, the tender will be regarded as being NON-RESPONSIVE.

Tenderer/Leading JV Partner

Name of Company:

CSD Supplier Number: (Master Registration Number)

Tax Compliance PIN number:

JV Partner 1

Name of Company:

CSD Supplier Number: (Master Registration Number)

Tax Compliance PIN number:

JV Partner 2

Name of Company:

CSD Supplier Number: (Master Registration Number)

Tax Compliance PIN number:

***NB: All contractors, even tendering in JV, must be registered with National Treasury Central Supplier Database**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.13: FORM M: PRELIMINARY PROGRAMME

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

Note: The programme must be based on the completion time as specified in the Contract Data. (No points will be awarded to the bidder if a detailed program is not attached)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.15: FORM O: FINANCIAL REFERENCES

Financial Statements

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

Details of Company's Bank

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

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE
Name of tenderer	
Name of account holder at Bank	
Name of bank	
Branch name	
Branch code	
Street address	
Postal address	
Name of manager	
Telephone number	
Fax number	
Account number	
Number of years above account has been with bank	
Credit facilities available (state amount)	

Tenderer's Tax Details

Tenderer's VAT vendor registration number:

Tenderer's SARS tax reference number:

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

SECTION T2.1.16: FORM P: SUPPLIER MAINTENANCE FORM

BAS PMIS LOGIS WCS CONTRACTOR
CONSULTANT

OFFICE:

I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.

This authority may be cancelled by me/us by giving thirty days' notice by prepaid registered post.

Please ensure information is validate as per required bank screens.

I/We understand that bank details provided should be exactly as per the records held by the bank.

I/We understand that the Department will not assume responsibility for any delayed payments, as a result of incorrect information supplied.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Company / Personal Details	
Registered Name	
Trading Name	
Tax Number	
VAT Number	
Title:	
Initials:	
First Name:	
Surname:	

Address Detail	
Payment Address (Compulsory if Supplier)	
Postal Code	

New Detail	
<input type="checkbox"/> New Supplier information	<input type="checkbox"/> Update Supplier information
Supplier Type:	<input type="checkbox"/> Individual <input type="checkbox"/> Department <input type="checkbox"/> Partnership
	<input type="checkbox"/> Company <input type="checkbox"/> Trust
	<input type="checkbox"/> CC <input type="checkbox"/> Other (Specify)
Department Number	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Supplier Account Details	
(Please note that this account MUST be in the name of the supplier. No 3rd party payments allowed).	
Account Name	<input style="width: 100%; height: 20px;" type="text"/>
Account Number	<input style="width: 100%; height: 20px;" type="text"/>
Branch Name	<input style="width: 100%; height: 20px;" type="text"/>
Branch Number	<input style="width: 100%; height: 20px;" type="text"/>
Account Type	<input type="checkbox"/> Cheque Account <input type="checkbox"/> Savings Account <input type="checkbox"/> Transmission Account <input type="checkbox"/> Bond Account <input type="checkbox"/> Other (Please Specify) <input style="width: 80%; height: 20px;" type="text"/>
ID Number	<input style="width: 100%; height: 20px;" type="text"/>
Passport Number	<input style="width: 100%; height: 20px;" type="text"/>
Company Registration Number	<input style="width: 100%; height: 20px;" type="text"/>
*CC Registration	<input style="width: 100%; height: 20px;" type="text"/>
*Please include CC/CK where applicable	
Practise Number	<input style="width: 100%; height: 20px;" type="text"/>
<p style="color: red; font-weight: bold; margin: 0;">When the bank stamps this entity maintenance form they confirm that all the information completed by the entity is correct.</p>	<div style="border: 1px solid black; padding: 5px; text-align: center;"> <p>Bank stamp</p> <p>It is hereby confirmed that this details have been verified against the following screens</p> <p>ABSA-CIF screen</p> <p>FNB-Hogans system on the CIS4</p> <p>STD Bank-Look-up-screen</p> <p>Nedbank- Banking Platform under the Client Details Tab</p> </div>
Contact Details	
Business	<input style="width: 100%; height: 20px;" type="text"/>
Home	<input style="width: 100%; height: 20px;" type="text"/>
Fax	<input style="width: 100%; height: 20px;" type="text"/>
Cell	<input style="width: 100%; height: 20px;" type="text"/>
Email Address	<input style="width: 100%; height: 20px;" type="text"/>
Contact Person:	<input style="width: 100%; height: 20px;" type="text"/>
Business	<input style="width: 100%; height: 20px;" type="text"/>
Area Code	<input style="width: 100%; height: 20px;" type="text"/>
Telephone Number	<input style="width: 100%; height: 20px;" type="text"/>
Extension	<input style="width: 100%; height: 20px;" type="text"/>
Home	<input style="width: 100%; height: 20px;" type="text"/>
Area Code	<input style="width: 100%; height: 20px;" type="text"/>
Telephone Number	<input style="width: 100%; height: 20px;" type="text"/>
Extension	<input style="width: 100%; height: 20px;" type="text"/>
Fax	<input style="width: 100%; height: 20px;" type="text"/>
Area Code	<input style="width: 100%; height: 20px;" type="text"/>
Fax Number	<input style="width: 100%; height: 20px;" type="text"/>
Cell	<input style="width: 100%; height: 20px;" type="text"/>
Cell Code	<input style="width: 100%; height: 20px;" type="text"/>
Cell Number	<input style="width: 100%; height: 20px;" type="text"/>
Supplier Signature	Regional Office Sender
Print Name	Print Name
	Rank
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>
Date (dd/mm/yyyy)	Date (dd/mm/yyyy)
NB: All relevant fields must be completed	

PLEASE RETURN TO THE RELEVANT REGIONAL OFFICE THAT SUPPLIED THE FORM OR THE FOLLOWING ADDRESS:

Contractor	Witness 1	Witness 2	Emolover	Witness 1	Witness 2

SECTION T2.2.17: FORM Q: COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (COIDA)

Please attach Compensation for Occupational Injuries and Diseases Act (COIDA) to this page

Evidence of registration and proof of good standing for Civil Engineering projects with a compensation insurer who is approved by the Department of Labour in terms of Section 80 of the Compensation for Occupational Injuries and Diseases Act (Act No 130 of 1993) (COIDA) **MUST be attached to this returnable schedule.**

Note to Tenderer:

In the event of the Tenderer being a joint venture/consortium, the Letter of good standing for Civil Engineering projects of the individual members must also be provided.

SIGNED ON BEHALF OF THE TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.18: FORM R: LETTER OF INTENT FOR PERFORMANCE GUARANTEES

The Tenderer must attach to this page an original letter from a Bank or a FSB, NCR or FAIS registered financial institution with whom he has made the necessary arrangements, to the effect that the said institution will be prepared to provide the required performance guarantee when asked to do so.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.19: FORM S: DECLARATION CERTIFICATE FOR LOCAL LABOUR PARTICIPATION

1. Definitions

1.1 Targeted Labour

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

1.2 Target Group

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

1.3 Target Area

For this project, the target area is defined as Bethlehem, In the Free State Province.

1.4 Labour Maximisation

Labour maximisation shall contribute a minimum of 10%.

2. Conditions associated with the granting of preferences

The tenderer, undertakes to:

- 1) engage one or more targeted labour in accordance with the provisions of the SANS 1921-4 as varied in section 3 hereunder;
- 2) accept the sanctions set out in Section 2 below, should such conditions be breached;
- 3) complete the Targeted Labour (CPG) calculation form contained in Section 5 below; and
- 4) complete the Supporting Contract Participation Goal Calculation contained in Section 6 below.

3. Variation to the targeted construction procurement specification SANS 1921-4

The variations to SANS 1921-4 are set out below. Should any requirements of the variations conflict with requirements of SANS 1921-4 the requirements of the variations shall prevail

Calculations shall be based as a % of targeted labour costs of the Tender Sum (excluding VAT) and not calculated in accordance with methods 1 or 2 in Annexure A of SANS 1921-4.

4. Sanctions

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reasons beyond the Contractor’s control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = 0,50 \times \frac{(D - D_0)}{100} \times N_A$$

- Where
- D = tendered Contract Participation Goal percentage.
 - D₀ = the Contract Participation Goal which the Employer’s representative based on the credits passed, certifies as being achieved upon completion of the contract.
 - N_A = Net Amount (Actual contract expenditure, excluding VAT)
 - P = Rand value of penalty payable

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Tender Contract Participation Goal in respect of targeted labour

I/We hereby tender a Contract Participation Goal of% in compliance with the Employer's Socio-Economic Requirements.

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm or sole proprietor confirms that he/she understands the conditions under which such preferences are granted.

Signature:

Name:

Duly authorized to sign on behalf of:

Telephone:

Fax:

5. Supporting Targeted Labour (CPG) calculation

TYPE OF TARGETED LABOUR	TOTAL ESTIMATED WORKING HOURS	RATE	TOTAL ESTIMATED WAGE COST
Permanent labour*			
Temporary labour			
SMME labour			
		Total	

*Note: A tenderer may only claim permanent staff as eligible for preference points if said staff are also from the Target Area. Permanent staff are considered to be those who have been continuously employed by the tenderer for at least three months prior to the commencement of this project.

SIGNED ON BEHALF OF THE TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.20: FORM T: COMPULSORY ENTERPRISE QUESTIONNAIRE

FORM X : Annex L

(normative)
Compulsory Enterprise questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: cidb registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

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

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

Section 8: The attached SBD8 must be completed for each tender and be attached as a requirement.

Section 9: The attached SBD9 must be completed for each tender and be attached as a requirement.

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

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

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

Signed

Date

Name

Position

Enterprise Name

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT

Contract No.: DLRRD-RD-FS 001 (2026/2027)

THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF A NEW GUARD HOUSE, TWO NEW SILOS, NEW ENTRANCE GATE AND REFURBISHMENT OF AN EXISTING GUARD HOUSE AND A WEIGHBRIDGE CONTROL ROOM AT THE MAKHOLOKOENG FPSU IN MALUTI-A-PHOFUNG LOCAL MUNICIPALITY WITHIN THABO MOFUTSANYANA DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE.

PORTION 2: THE CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

AGREEMENTS AND CONTRACT DATA

INDEX

<i>Section</i>	<i>Description</i>	<i>Page No</i>
C1.1	FORM OF OFFER AND ACCEPTANCE.....	82
C1.2	CONTRACT DATA.....	87
C1.3	FORM OF GUARANTEE.....	113
C1.4	OCCUPATIONAL HEALTH AND SAFETY AGREEMENT.....	117

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contract No: DLRRD-RID-FS 001 (2026/2027)

THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF A NEW GUARD HOUSE, TWO NEW SILOS, NEW ENTRANCE GATE AND REFURBISHMENT OF AN EXISTING GUARD HOUSE AND A WEIGHBRIDGE CONTROL ROOM AT THE MAKHOLOKOENG FPSU IN MALUTI-A-PHOFUNG LOCAL MUNICIPALITY WITHIN THABO MOFUTSANYANA DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE.

C1.1 FORM OF OFFER AND ACCEPTANCE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.1 FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

OFFER

THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF A NEW GUARD HOUSE, TWO NEW SILOS, NEW ENTRANCE GATE AND REFURBISHMENT OF AN EXISTING GUARD HOUSE AND A WEIGHBRIDGE CONTROL ROOM AT THE MAKHOLOKOENG FPSU IN MALUTI-A-PHOFUNG LOCAL MUNICIPALITY WITHIN THABO MOFUTSANYANA DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE.

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

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

By the representative of the Bidder, deemed to be duly authorised, signing this apart of this Form of Offer and Acceptance, the Bidder 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);

Rand (in figures) *(Should there be a discrepancy between the amount in words and the amount in figures then the amount in figures shall govern.)*

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

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

FOR THE TENDERER:

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

(Name and address of organisation)

Name and Signature
of Witness _____

Date _____

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

ACCEPTANCE

THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF A NEW GUARD HOUSE, TWO NEW SILOS, NEW ENTRANCE GATE AND REFURBISHMENT OF AN EXISTING GUARD HOUSE AND A WEIGHBRIDGE CONTROL ROOM AT THE MAKHOLOKOENG FPSU IN MALUTI-A-PHOFUNG LOCAL MUNICIPALITY WITHIN THABO MOFUTSANYANA DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE.

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder'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 Bidder's Offer shall form an agreement, between the Employer and the Bidder 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
 Section 1.1 (which includes this Agreement)
 Section 1.2 (which includes this Agreement)
 Section 2 Form of Bid

and drawings and documents or parts thereof, which may be incorporated by reference into Section 1 to Section 7 above.

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Bidder 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 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 of the acceptance of the Tenderer's Offer. Unless the Bidder (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

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

FOR THE EMPLOYER:

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

136 Charlotte Maxeke Street, Bloemfontein

Name and Signature
of Witness
Date _____

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

ACCEPTANCE

THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF A NEW GUARD HOUSE, TWO NEW SILOS, NEW ENTRANCE GATE AND REFURBISHMENT OF AN EXISTING GUARD HOUSE AND A WEIGHBRIDGE CONTROL ROOM AT THE MAKHOLOKOENG FPSU IN MALUTI-A-PHOFUNG LOCAL MUNICIPALITY WITHIN THABO MOFUTSANYANA DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE.

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder'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 Bidder's Offer shall form an agreement, between the Employer and the Bidder 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
 Section 1.1 (which includes this Agreement)
 Section 1.2 (which includes this Agreement)
 Section 2 Form of Bid

and drawings and documents or parts thereof, which may be incorporated by reference into Section 1 to Section 7 above.

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Bidder 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 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 of the acceptance of the Tenderer's Offer. Unless the Bidder (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

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

FOR THE EMPLOYER:

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

136 Charlotte Maxeke Street, Bloemfontein

Name and Signature
of Witness
Date _____

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT

Contract No: DLRRD-RD-FS 001 (2026/2027)

THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF A NEW GUARD HOUSE, TWO NEW SILOS, NEW ENTRANCE GATE AND REFURBISHMENT OF AN EXISTING GUARD HOUSE AND A WEIGHBRIDGE CONTROL ROOM AT THE MAKHOLOKOENG FPSU IN MALUTI-A-PHOFUNG LOCAL MUNICIPALITY WITHIN THABO MOFUTSANYANA DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE.

C1.2 CONTRACT DATA

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The Joint Building Contracts Committee, Edition 6.2, May 2018, published by the Joint Building Contracts Committee, is applicable to this Contract and is obtainable from Institute of Architects Fadmin@saia.org.za in Bloemfontein

Copies of these Conditions of Contract may be obtained from the South African Institute of Architects, Tel: 051 447 4909.

A PROJECT INFORMATION

A 1.0 Works [1.1]

Project name	THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF A NEW GUARD HOUSE, TWO NEW SILOS, NEW ENTRANCE GATE AND REFURBISHMENT OF AN EXISTING GUARD HOUSE AND A WEIGHBRIDGE CONTROL ROOM AT THE MAKHOLOKOENG FPSU IN MALUTI-A-PHOFUNG LOCAL MUNICIPALITY WITHIN THABO MOFUTSANYANA DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE.
Reference number	
Works description	The Works to be carried out by the Contractor under this Contract comprises mainly of the following: a) Contractor's establishment on site b) Compliance with OHS requirements c) Provisions of temporary workforce d) Site Clearance e) Mass earthworks f) Building Works g) Installation of Silos h) Ancillary Works i.e. gate. i) Cleaning up the Site and reinstating all access roads to at least their original condition; j) De-establishment of site on completion of the works.

A 2.0 Site [1.1]

Erf / stand number	
Township / Suburb	Makholoekeng
Site address	Makholokoeng FPSU

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Local authority	Maluti A Phofung
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A 3.0 Employer [1.1]

Official Name of Organ of State / Public Sector Body	Department of Land Reform and Rural Development		
Business registration number			
VAT/GST number			
Country	South Africa		
Employer's representative: Name	Lineo Khama		
E-mail	Lineo.Khama@dlrrd.gov.za	Telephone number	051 400 4224
Mobile number	082 827 5982		
Postal address		Postal code	
Physical address	136 Charlotte Maxeke Street, SA, Eagle Building, BLOEMFONTEIN		
		Postal code	0001

A 4.0 Principal agent [1.1]

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address		Postal code	
Physical address		Postal code	

A 5.0 Agent [1.1; 6.2] Discipline

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address		Postal code	
Physical address		Postal code	

 Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

A 6.0 Agent [1.1; 6.2] Discipline

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

A 7.0 Agent [1.1; 6.2] Discipline

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

A 8.0 Agent [1.1; 6.2] Discipline

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

A 9.0 Agent [1.1; 6.2]

Discipline

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

A 10.0 Agent [1.1; 6.2]

Discipline

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

A 11.0 Agent [1.1; 6.2]

Discipline

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

A 12.0 Agent [1.1; 6.2]

Discipline

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITION OF CONTRACT

The Joint Building Contracts Committee, Edition 6.2, May 2018, published by the Joint Building Contracts Committee, is applicable to this Contract and is obtainable from Institute of Architects Fsadmin@saia.org.za in Bloemfontein

Copies of these Conditions of Contract may be obtained from the South African Institute of Architects, Tel: 051 447 4909.

B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement

B 2.0 Law, regulations and notices [2.0]

Law applicable to the works, state country [2.1]

B 3.0 Offer and acceptance [3.0]

Currency applicable to this agreement [3.2]

B 4.0 Documents [5.0]

The original signed agreement is to be held by the principal Employer agent [5.2], if not, indicate by whom

Number of copies of construction information issued to the contractor at no cost [5.6]

Documents comprising the agreement	Page numbers
The JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 30
The JBCC® Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018	1 to 14
The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 7

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B 5.0 Employer's agents [6.0]

Authority is delegated to the following **agents** to issue **contract instructions** and perform duties for specific aspects of the **works** [6.2]

Principal agent's and agents' interest or involvement in the works other than a professional interest [6.3]

B 6.0 Insurances [10.0]

Insurances by employer	Amount including tax	Deductible amount including tax
Yes/no? <input type="checkbox"/>		
Contract works insurance:		
	New works [10.1.1] (contract sum or amount)	
or	Works with practical completion in sections [10.2] (contract sum or amount)	
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works) Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance Escalation, professional fees and reinstatement costs if not included above	
Total of the above contract works insurance amount	<input type="text"/>	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Supplementary insurance [10.1.2; 10.2]			
Public liability insurance [10.1.3; 10.2]			
Removal of lateral support insurance [10.1.4; 10.2]			
Other insurances [10.1.5]			
Yes/no?		If yes, description 1	
Yes/no?		If yes, description 2	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

and/or

Insurances by contractor		Amount including tax	Deductible amount including tax
Yes/no?			
or	New works [10.1.1] (contract sum or amount)		
or	Works with practical completion in sections [10.2] (contract sum or amount)		
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)		
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance		
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance		
	Escalation, professional fees and reinstatement costs if not included above		
Total of the above contract works insurance amount			
Supplementary insurance [10.1.2]			
Public liability insurance [10.1.3]			
Removal of lateral support insurance [10.1.4]			
Other insurances [10.1.5]: Refer B17.0			
Yes/no?	Yes	If yes, description 1	
Hi Risk Insurance [10.1.5.1]			
Yes/no?		If yes, description 2	

B 7.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]	Yes/no?	
If yes, description		
Restriction of working hours [12.1.2]	Yes/no?	
If yes, description		
Natural features and known services to be preserved by the contractor [12.1.3]	Yes/no?	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

If yes, description	
Restrictions to the site or areas that the contractor may not occupy [12.1.4]	Yes/no?
If yes, description	
Supply of free issue [12.1.10]	Yes/no?
If yes, description	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B 8.0 Nominated subcontractors [14.0]

Yes/no?	If yes, description of specialisation
	Specialisation 1
	Specialisation 2
	Specialisation 3
	Specialisation 4
	Specialisation 5

B 9.0 Selected subcontractors [15.0]

Yes/no?	If yes, description of specialisation
	Specialisation 1
	Specialisation 2
	Specialisation 3
	Specialisation 4
	Specialisation 5

B 10.0 Direct contractors [16.0]

Yes/no?	If yes, description of extent of work
	Extent of work [12.1.11]
	Extent of work [12.1.11]
	Extent of work [12.1.11]
	Extent of work [12.1.11]
	Extent of work [12.1.11]

B 11.0 Description of sections [20.1]

Section 1	
Section 2	
Section 3	
Section 4	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Section 5	
Section 6	
Section	Remainder of the works

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B 12.0 Possession of site [12.1.5], practical completion [19.0; 20.0] and penalty [24.0]

Practical completion for the work as a whole	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3] working days	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1] Period in months	Penalty for late completion [24.1] Penalty amount per calendar day (excl. tax)

or where **sections** are applicable

Practical completion of a section of the works	Intended date of possession of a section Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3] working days	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1] Period in months	Penalty for late completion [24.1] Penalty amount per calendar day (excl. tax)
Section 1				
Section 2				
Section 3				
Section 4				
Section 5				
Section 6				
Section 7				
Section 8				
Remainder of the works				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Criteria to achieve **practical completion** not covered in the definition of **practical completion**

--

B 13.0 Defects liability period [21.0]

Extended defects liability period: Refer B17.0 [21.13]	Yes/no?
eg: Electrical reticulation / Air conditioning system / Landscaping	
If yes, description of applicable elements	
13.1	
13.2	
13.3	
13.4	
13.5	
13.6	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B 14.0 Payment [25.0]

Date of month for issue of regular payment certificates [25.2]	
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	Yes/no?
If yes, method to calculate	
Employer shall pay the contractor within: [25.10]	Twenty-one (21) calendar days

B 15.0 Dispute resolution [30.0]

Adjudication [30.6.1; 30.10] Name of nominating body	
Applicable rules for adjudication [30.6.2]	
Arbitration [30.7.4; 30.10]	Yes/no? *
If Yes, name of nominating body	
* If No, then dispute will be referred to litigation	
Applicable rules for arbitration [30.7.5]	

B 16.0 JBCC® General Preliminaries - selections

Provisional bills of quantities [P2.2]	Yes/no?
Availability of construction information - is the construction information complete? [P2.3]	Yes/no?
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]	
Previous work - defects - details of previous contract(s) [P3.2]	
Inspection of adjoining properties - details [P3.3]	
Handover of site in stages - specific requirements [P4.1]	
Enclosure of the works - specific requirements [P4.2]	
Geotechnical and other investigations - specific requirements [P4.3]	
Existing premises occupied - details [P4.5]	
Services - known - specific requirements [P4.6]	
Water [P8.1]	By contractor Yes/no?
	By employer Yes/no?
	By employer – metered Yes/no?

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Electricity [P8.2]	By contractor	Yes/no?		
	By employer	Yes/no?		
	By employer – metered	Yes/no?		
Ablution and welfare facilities [P8.3]	By contractor	Yes/no?		
	By employer	Yes/no?		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Communication facilities - specific requirements [P8.4]

Protection of the **works** - specific requirements [P11.1]

Protection / isolation of existing **works** and **works** occupied in **sections** - specific requirements [P11.2]

Disturbance - specific requirements [P11.5]

Environmental disturbance - specific requirements [P11.6]

B 17.0 Changes made to JBCC® documentation

Reference may be made to other documents forming part of this **agreement**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1.1 Definitions

AGREEMENT: The completed Form of Offer and Acceptance, the completed **JBCC®** Principal Building Agreement and **JBCC® contract data for organs of state and other public sector bodies**, the **contract drawings**, the **priced document** and any other documents reduced to writing and signed by the authorized representatives of the **parties**

CONSTRUCTION PERIOD: The period commencing on the date of possession of the **site** by the

contractor and ending on the date of **practical completion**

CONTRACT DATA FOR ORGANS OF STATE AND OTHER PUBLIC SECTOR BODIES:

The

document listing the Organs of State and other Public Sector Bodies' requirements and the project specific information

INTEREST: The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing to the State, and will be the rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975), calculated as simple interest, in respect of debts owing by the State

PRINCIPAL AGENT: The person or entity appointed by the **employer** and named in the **contract data for organs of state and other public sector bodies**. In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by the employer's representative as named in the **contract data for organs of state and other public sector bodies**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.0 Offer and Acceptance

Amend 3.3 to read as follows:

This **agreement** shall come into force on the date as stated on the Form of Offer and Acceptance and continue to be of force and effect until the end of the **latent defects'** liability period [22.0] notwithstanding termination [29.0] or the certification of **final completion** [21.0] and final payment [25.0]

6.0 Employer's Agents

Add the following as 6.7:

In terms of the clauses listed hereunder, the **employer** has retained its authority and has not given a mandate to the **principal agent**. The **employer** shall sign all documents in relation to clauses 4.2, 14.1.2, 14.1.4, 14.4.1, 14.6, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12 and 28.4

9.0 Indemnities

9.2.7: Add the following to the end of the first sentence: "... due to no fault of the **contractor**"

10.0 Insurances

Add the following as 10.1.5.1:

Hi Risk Insurance

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

10.1.5.1.1 Damage to the work

The contractor shall, from the date of possession of the **site** until the date of the **certificate of practical completion**, bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary. When instructed to do so by the **principal agent**, the **contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**, at the **contractor's** own costs

10.1.5.1.2 Injury to persons or loss of or damage to property

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property, or personal property, or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

10.1.5.1.3

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days** of the date of possession of the site, but before commencement of the **works**, submitted to the **employer** proof of such insurance policy, if requested to do so

10.1.5.1.4

The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequently upon the **contractor's** default of his obligations as set out in 10.1.5.1.1;

10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

11.0 Securities

Amend 11.10 to read as follows:

There shall be no line or right of retention held by any **contractor** in respect of the **works** executed on **site**

12.0 Obligations of the Parties

Amend 12.1.5 to read as follows:

Give possession of the **site** to the **contractor** within ten (10) **working days** of the **contractor** complying with the terms of 12.2.22

12.2.2: Not applicable

Add the following as 12.2.22:

Within fifteen (15) **working days** of the date of the **agreement** submit to the **principal agent** an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

19.0 Practical Completion

19.5: Delete the words "subject to the **contractor's** lien or right of continuing possession of the **works**

where this has not been waived"

21.0 Defects Liability Period and Final Completion

Add the following as 21.13:

The ninety (90) **calendar days** defects liability period for the **works** [21.1] is replaced with a period of three hundred and sixty-five (365) **calendar days** in respect of the listed applicable elements

25.0 Payment

25.7.5: Not applicable

25.10: Delete the words "and/or **compensatory interest**"

25.14.2: Not applicable

27.0 Recovery of Expense and/or Loss

27.1.5: Not applicable

29.0 Termination

Add the following after 29.1.3:

or where ...

29.1.4: The **contractor's** estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

29.1.5: The **contractor** has engaged in corrupt or fraudulent practices in competing for or in executing the contract

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C TENDERER'S SELECTIONS

C 1.0 Securities [11.0]

Guarantee for construction: Select Option A or B

Option A Guarantee for construction (variable) by contractor [11.1.1]

Option B Guarantee for construction (fixed) by contractor [11.1.2]

Guarantee for payment by employer [11.5.1; 11.10]	Not applicable
---	----------------

Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]	Not applicable
--	----------------

C 2.0 Contractor's annual holiday periods during the construction period

Year 1 contractor's annual holiday period	start date		end date	
Year 2 contractor's annual holiday period	start date		end date	
Year 3 contractor's annual holiday period	start date		end date	

C 3.0 Payment of preliminaries [25.0]

Contractor's selection

Select Option A or B

Where the contractor does not select an option, Option A shall apply

Payment methods

Option A The preliminaries shall be paid in accordance with an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum, which contract sum shall exclude the amount of preliminaries. Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio

Option B The preliminaries shall be paid in accordance with an amount agreed by the principal agent and the contractor in terms of the priced document to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the principal agent and adjusted from time to time as may be necessary to take into account the rate of progress of the works

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Lump sum contract

Where the amount of preliminaries is not provided it shall be taken as 7.5% (seven and a half per cent) of the contract sum, excluding contingency sum(s) and any provision for cost fluctuations

C 4.0 Adjustment of preliminaries [26.9.4]

Contractor's selection

Select Option A or B

Where the contractor does not select an option, Option A shall apply

Provision of particulars

The contractor shall provide the particulars for the purpose of the adjustment of preliminaries in terms of his selection. Where completion in sections is required, the contractor shall provide an apportionment of preliminaries per section

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Option A An allocation of the preliminaries amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) working days of the date of acceptance of the tender

Option B A detailed breakdown of the preliminaries amounts within fifteen (15) working days of possession of the site. Such breakdowns shall include, inter alia, the administrative and supervisory staff, the use of construction equipment, establishment and dis-establishment charges, insurances and guarantees, all in terms of the programme

Adjustment methods

The amount of preliminaries shall be adjusted to take account of the effect which changes in time and/or value have on preliminaries. Such adjustment shall be based on the particulars provided by the contractor for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of preliminaries and shall apply notwithstanding the actual employment of resources by the contractor in the execution of the works

Option A The preliminaries shall be adjusted in accordance with the allocation of preliminaries amounts provided by the contractor, apportioned to sections where completion in sections is required

Option A Fixed - An amount which shall not be varied
Value-related - An amount varied in proportion to the contract value as compared to the contract sum. Both the contract sum and the contract value shall exclude the amount of preliminaries, contingency sum(s) and any provision for cost fluctuations

Time-related - An amount varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]

Option B The adjustment of preliminaries shall be based on the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]

The adjustment shall take into account the resources as set out in the detailed breakdown of the preliminaries for the period of construction during which the delay occurred

Failure to provide particulars within the period stated

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Where the allocation of preliminaries amounts for Option A is not provided, the following allocation of preliminaries amounts shall apply:
Fixed - Ten per cent (10%)
Option A Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%)
Where the apportionment of the preliminaries per section is not provided, the categorized amounts shall be prorated to the cost of each section within the contract sum as determined by the principal agent

Option B Where the detailed breakdown of preliminaries amounts for Option B is not provided, Option A shall apply

Lump sum contract

Where the amount of preliminaries is not provided it shall be taken as 7.5% (seven and a half per cent) of the contract sum, excluding contingency sum(s) and any provision for cost fluctuations

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT

Contract No: DLRRD-RD-FS 001 (2026/2027)

THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF A NEW GUARD HOUSE, TWO NEW SILOS, NEW ENTRANCE GATE AND REFURBISHMENT OF AN EXISTING GUARD HOUSE AND A WEIGHBRIDGE CONTROL ROOM AT THE MAKHOLOKOENG FPSU IN MALUTI-A-PHOFUNG LOCAL MUNICIPALITY WITHIN THABO MOFUTSANYANA DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE.

C1.3 FORM OF GUARANTEE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.3 Construction Guarantee (Pro-Forma)

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means

Physical address

Guarantor's signatory 1 Capacity

Guarantor's signatory 1 Capacity

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

Contractor means

Agent means
(Compiler to insert name of agent)

Works means
(Compiler to provide reference number and title of contract)

Site means
(Compiler to enter site as described in the Contract Data)

Agreement means the General Conditions of Contract for Construction Works 2010

Contract Sum i.e. the total of prices in the Form of Offer and Acceptance inclusive of VAT

Amount in figures R.....

Amount in words (Rand)

Guaranteed Sum means the maximum aggregate amount of R.....

Amount in words (Rand)

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

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

2 The Guarantor hereby acknowledges that:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 2.1 Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
- 2.2 Its obligation under this Guarantee is restricted to the payment of money.
- 3 Subject to the Guarantor's maximum liability referred to in clauses 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:
 - 3.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2
 - 3.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor.
 - 3.3 A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.
- 4 Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee stating that:
 - 4.1 The Agreement has been cancelled due to the Contractor's default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation; or
 - 4.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order.
- 5 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor's maximum liability in terms of clause 1.
- 6 Where the Guarantor is a registered insurer and has made payment in terms of clause 4, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 7 Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor
- 9 The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
- 10 This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the guaranteed expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired
- 11 This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for the purpose of obtaining a court order.
- 12 Where this Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Guarantor's
Signatory 1

Guarantor's
Signatory 2

Witness 1

Witness 2

Guarantor's seal or stamp

LIST OF INSTITUTIONS FROM WHICH CONTRACT SURETIES CAN BE ACCEPTED:

1. ABSA Bank
2. Credit Agricole Indosuez (South Africa Branch)
3. Development Bank of South Africa
4. FirstRand Bank
5. ING Bank N.V. (South Africa Branch)
6. Investec Bank
7. Landbank
8. National Housing Finance Co.
9. Nedcor Bank
10. South African Reserve Bank
11. Standard Bank
12. AIG South Africa
13. Credit Guarantee Insurance Co
14. Emerald Insurance Company
15. Federated Employers Mutual Assurance Co
16. Global Insurance Company
17. Guardrisk Insurance Company
18. Hannover Re:
19. Home Loan Guarantee Company
20. Lion of Africa Insurance Company
21. Metropolitan Life
22. Metropolitan Odyssey Ltd
23. MUA Insurance
24. Mutual & Federal Insurance Company
25. Rand Mutual Assurance Company
26. Regent Insurance Company
27. SA Eagle Insurance Company
28. Lombard Insurance

NB: The above list is not exhaustive and surety will be accepted from other accredited financial institutions.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT

Contract No: DRDLR-RD-FS 001 (2026/2027)

THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF A NEW GUARD HOUSE, TWO NEW SILOS, NEW ENTRANCE GATE AND REFURBISHMENT OF AN EXISTING GUARD HOUSE AND A WEIGHBRIDGE CONTROL ROOM AT THE MAKHOLOKOENG FPSU IN MALUTI-A-PHOFUNG LOCAL MUNICIPALITY WITHIN THABO MOFUTSANYANA DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE.

C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

This agreement is mandatory for all contractors appointed by the DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT.

This agreement is between:

THE CONTRACTOR:

Herein represented by

In his capacity as Being 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

DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT (Hereinafter referred to as "the Department")

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 **DEPARTMENT** Means the DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT.
- 1.5 **RISK CONTROL OFFICER** A person appointed in writing by Department.
- 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 Department 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 Department 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 Department 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 2.2 These rules are applicable to all contractors performing work for Department within the jurisdictional area of the Department and on any premises which are owned, rented or developed by the Department.
- 2.3 The Department 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 "Department" 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 "Department".
- 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 "Department" 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 "Department" 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 "Department" 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 whatsoever 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 "Department" 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 "Department" requires a high standard of safe work performance from all employees and expects that the standard be maintained by the "Contractor" within the "Department'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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

rendering services or indemnify the "Contractor" from any legal responsibility to ensure healthy and safe work circumstances.

- 4.3 The "Department" 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 "Department".
- 6.2 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 "Department".
 - ii) Approval has been obtained from the "Department" to perform the work.
 - iii) All applicable danger – and warning symbolic signs are put into position, or exemption, if applied for, is in operation.
- 6.3 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 AN FENDING

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

8 SCAFFOLD, LADDERS, TOOLS AND EQUIPMENT

- 8.1 No equipment or appliance belonging to "Department" may be used without written permission from "Department".
- 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.
- 8.3 In exceptional cases, where tools and equipment belonging to "Department" are used to finish the contract, the said equipment and tools are used on own risk and the "Contractor" indemnifies "Department" 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 "Department" 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 "Department" to confirm the location of existing electrical cables, water pipes, etc.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 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 "Department" for approval.
- 9.5 Written permission must be obtained from "Department" 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 "Department's" Ambulance / Fire Department or emergency services may be contacted at

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 "Department'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 "Department" shall not be tolerated. The "Department" may (without any reason) demand that any employee of the "Contractor" be withdrawn from the principal "Contract" or site.

21 INCIDENT REPORTING

- 21.1 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 "Department" and should such an incident take place outside normal working hours, on a Saturday, Sunday or Public holiday to The "Department" shall further be provided with a written report relating to any incident.
- 21.2 The "Department" 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.
- 21.3 The "Contractor" undertakes to report to "Department" anything deemed to be unhealthy and/or unsafe and that he undertakes to verse his employees and/or subcontractors in this regard.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

15 LIAISON AND SUPERVISION

15.1 The "Contractor" hereby undertakes to liaise on a regular basis with the designated Risk Control Officer and "Department" 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 "Department", 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 "Department".

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 "Department".

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 "Department", 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 "Department", 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 "Department" 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 "Department" 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;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 22.1.2 shall be obliged to immediately execute all instructions given to him by an authorized representative of "Department" 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 "Department" against any or all liability which may be incurred by the "Department" 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 "Department" may have incurred as a consequence of any criminal charges or other proceedings pending against, or involving the "Department" 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 "Department" 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 "Department", upon demand, all costs and expenses incurred by "Department", 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 "Department" 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 "Department"

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 DEPARTMENT

SIGNED AT ON THIS DAY OF

WITNESSES:

.....
THE DEPARTMENT

- 1.
- 2.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INDEMNITY CERTIFICATE

Contractor : _____
Employer : Department of Land Reform and Rural Development
Contract : _____

I/we _____ Hereafter the "Contractor"

"Contractor" hereby indemnifies the Department against any claim of whatever sort which may arise directly or indirectly from the execution by me/us of the above-mentioned contract and which may be instituted against "Department", as well as of any loss or damage which the "Department" suffers or expenditure the "Department" incurs to prevent responsibility for such claim, loss or damage, whatever the cause of such claim may be or whatever loss or damage the "Department" suffers.

THUS done and signed at on this day of..... 200....

WITNESSES:

1. **CONTRACTOR**
2. **DEPARTMENT**

R 2
REVENUE STAMP

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ACKNOWLEDGEMENT CERTIFICATE

I, in my capacity as.....

Duly authorized hereto.....representing

..... Contractors, acknowledge receipt
Of a copy of the Department's safety manual for contractors and the under mentioned person as my supervisor
regarding all works and services which must be executed by the Contractor. The appointment is done in terms of the
Occupational Health and Safety Act, 1993 (Act 85/1993).

SIGNED AT ON 200...

I, accept the abovementioned appointment, and
declare that I am familiar with the contents of the Department Safety Manual for contractors.

CASUALTIES REGISTRATION NUMBER

SIGNED AT ON 200....

SIGNATURE:

WITNESSES: 1.
2.

A copy of this certificate shall be submitted to the "Department" before any work commences.

R 2
REVENUE STAMP

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C2: PRICING DATA

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C2.1 – PRICING INSTRUCTIONS

CONTRACT NO: DLRRD-RID-FS-001 (2026/2027)

FOR

THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF A NEW GUARD HOUSE, TWO NEW SILOS, NEW ENTRANCE GATE AND REFURBISHMENT OF AN EXISTING GUARD HOUSE AND A WEIGHBRIDGE CONTROL ROOM AT THE MAKHOLOKOENG FPSU IN MALUTI-A-PHOFUNG LOCAL MUNICIPALITY WITHIN IN THABO MOFUTSANYANE DISTRICT MUNICIPALITY IN THE FREE STATE PROVINCE.

PART C2 PRICING INSTRUCTION

C2.1 PRICING INSTRUCTIONS

- 1 The Pricing Schedule has been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
- 2 The agreement is based on the JBCC Principal Building Agreement – Edition 6.2 – May 2018.
- 3 The “Model Preambles for Trades – 1999 Edition” as recommended and published by the Association of South African Quantity Surveyors, as referred to hereafter, will be applicable on this contract.
- 4 It will be assumed that prices included in the Pricing Schedule are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for Bids. (Refer to www.stanza.org.za or www.iso.org for information on standards).
- 6 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- 7 Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)
- 8 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminary and General) of the Pricing Schedule
- 9 The Pricing Schedule is not intended for the ordering of materials. Any ordering of materials, based on the Pricing Schedule, is at the Contractor’s risk.
- 10 The amount of the Preliminary and General Section to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminary and General Section.
- 11 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 10 but taking into account the revised period for completing the works.
- 12 The amount or items of the Preliminary and General Section shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Pricing Schedule:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- a) an amount which is not to be varied, namely Fixed (F)
 - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
 - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
- 13 Where no provision is made in the Pricing Schedule to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:
- a) 10 percent is Fixed.
 - b) 15 percent if Value Related
 - c) 75 percent is Time Related.
- 14 The adjustment of the Preliminary and General Section shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminary and General Section shall exclude any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C2.2 SCHEDULE OF PRICES

For the purposes of this Pricing Schedule, 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	Standardized, Project or
Particular Specifications	:		
Quantity	:	The number of units of work for each item	
Rate	:	The payment per unit of work at which the Bidder bids to do the work	
Amount	:	The quantity of an item multiplied by the bid rate of the (same)	item
Sum	:	An amount bid for an item, the extent of which is described in the	Pricing Schedule, the
Specifications or elsewhere, but of which the	:	quantity of work is not measured in units	

The units of measurement indicated in the Pricing Schedule are metric units. The following abbreviations may appear in the Pricing Schedule:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilo newton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	mega newton
MN-m	=	mega newton-metre
No.	=	Number of items
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

CONTRACT NO.: DLRRD-RD-FS 001 (2026/2027)

**Department of Land Reform and Rural Development
MAKHOKOENG - ACTIVITY SCHEDULE**

ACTIVITY	DESCRIPTION	RATE (Excl VAT)
A	Extension of existing guard house to 12m2	R -
B	Construction of a new guard house 12m2	R -
C	Refurbishment of existing control room	R -
D	Provision of 2 new grain silos in 0608 (140MT each) fixed auger conveyance and mobile auger conveyance at 40TPH, including concrete platform (plinths)	R 1 600 000,00
E	Testing, re-calibration and commissioning of existing weighbridge	R -
F	Re-grading internal existing road surfaces linking entrance and exit points	R -
G	Provision of new entrance gate	R -
H	Add Preliminaries and General	R -
	SUB-TOTAL (1)	R -
	Allow for NARYSEC participants on the project for experiential learning	R 252 000,00
	SUB-TOTAL (2)	R -
	Allow for a Registered PrEng/PrTech Eng	R 360 000,00
	SUB-TOTAL (3)	R -
	Allow for contingencies	R 180 000,00
	SUB-TOTAL (4)	R -
	Add VAT @ 15%	R -
	TOTAL CARRIED FORWARD TO FORM OF OFFER	R -

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

CONTRACT NO.: DLRRD-RD-FS 001 (2026/2027)

Department of Land Reform and Rural Development
MAKHOLKOENG FPSU - ACTIVITY SCHEDULE
DATE: 20/02/2026

ITEM NO	SCOPE OF WORK PER AREA/PRICING INSTRUCTION
1	<p><u>Existing guard house</u></p> <p>Remove roof coverings, timber roof structure, ceilings, rainwater goods, etc store safely to be re-used or replaced as directed by the architect/client, Carefully demolish walls, leaving toothing's for joining into new brick walls, Construct new footings and walls in foundations with all associated earthworks (excavations, back filling, etc), Build new brickwork in superstructure to match existing, Extend existing surface bed with all associated layer works, waterproofing, etc Reinstate timber roof structure, roof coverings, rainwater goods, etc including paint to all elements, Reinstate ceilings to match existing, Install windows and doors including frames, ironmongery and paint to architect's specifications, Install new floor tiling and skirting as per the architect's specifications, Break down existing aprons around the guard house and construct new aprons including all associated layer works and waterproofing, Provide all electrical installation as per the electrical engineer's specifications,</p>
2	<p><u>New guard house</u></p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT NO.: DLRRD-RD-FS 001 (2026/2027)

	<p>Clear site, remove all debris, etc, Excavate trenches, including all necessary backfilling and compacting, supply and place concrete footings, Build new brickwork in foundations, Construct new surface beds including all associated layer works and waterproofing, Build new brickwork in superstructure to match existing, Construct new timber roof structure, roof coverings, rainwater goods, etc Install new ceilings to match existing or as per the architect's specifications, Install windows and doors including frames, ironmongery and paint to architect's specifications, Install new floor tiling and skirting as per the architect's specifications, Construct new aprons including all associated layer works and waterproofing, Provide all electrical installation as per the electrical engineer's specifications</p>
<p>3</p>	<p><u>Existing control room</u> Prepare substrate, waterproof and paint existing roof coverings to the architect's specifications, Remove and replace or repair where applicable roof trusses and battens as per engineer's recommendations, Assess existing fascia and barge board, prepare and paint to architect's specifications, Assess existing ceilings and cornices, prepare and paint to architect's specifications, Adjust, sand down existing door and frame, prepare surfaces and paint to architect's specifications and install all ironmongery, Adjust, sand down existing windows, prepare surfaces and paint to architect's specifications, Prepare and place new screeds, Prepare and plaster walls to match existing, Install floor tiling and skirting as per architect's specifications</p>
<p>4</p>	<p><u>New grain silos</u> Supply and install, including commissioning of 2 new grain silos in 0608 (140MT each) fixed auger conveyance and mobile auger conveyance at 40TPH</p>
<p>5</p>	<p><u>Existing weighbridge</u> Provide all necessary works and commissioning of the weigh bridge to make it functional</p>
<p>6</p>	<p><u>Existing internal roads</u></p>

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

CONTRACT NO.: DLRRD-RD-FS 001 (2026/2027)

	Provide roads internally as per civil engineer (approximately 265m long by 5m wide) by levelling and compacting the existing road surfaces
7	<u>New entrance gate</u> Create a new entrance with new fly gate in existing fence
8	<u>Professional Engineer</u> The main contractor to price for the services of a PrEng /PrEng Tech for the duration of the project
9	<u>Preliminaries and General</u> The main contractor to price for overhead items such as site establishment and de-establishment, health and safety requirements, supervision, plant and equipment, guarantees and insurances, etc

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

THE CONTRACT PART C3: SCOPE OF THE WORKS

TABLE OF CONTENTS

C3.1	DESCRIPTION OF THE WORKS	137
3.1.1	Employer’s Objectives.....	137
3.1.2	Overview of the Works.....	137
3.1.3	Extent of the Works.....	138
3.1.4	Location of the Works.....	139
3.1.5	Access to Works Site.....	139
C3.2	ENGINEERING.....	140
3.2.1	Design Services and Activity Matrix.....	140
3.2.2	Design Procedures.....	140
C3.3	PROCUREMENT.....	141
3.3.1	Preferential Procurement Procedures and Requirements.....	141
3.3.2	Use of Local Labour.....	141
3.3.3	Subcontractors, SMME’s, Females and Youth.....	142
C3.4	MANAGEMENT.....	143
	Part A : GENERAL.....	143
3.4.1	148
3.4.2	Site Establishment.....	148
3.4.3	Existing Services.....	149
C3.5	HEALTH AND SAFETY.....	152

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.1: DESCRIPTION OF THE WORKS

STATUS

In the event of any discrepancy between the Scope of Works and a part or parts of the COTO and SANS 1200 Standardized Specifications, the Schedule of Prices or the Drawings, the Project Specifications shall take precedence and prevail in the Contract.

The Project Specifications form an integral part of the Contract Documents and supplement the Standard Specifications.

In the event of any discrepancy with a part or part of the Standard Specifications, the Schedule of Quantities or the drawings, the Particular or Project Specifications shall take precedence.

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

3.1.1 EMPLOYER'S OBJECTIVES

The Employer wishes through this Project to create Job opportunities for the people of Makholokoeng by introducing Labour Intensive Construction methods and techniques. This initiative aims to produce employment to curb the high levels of unemployment that the people of Makholokoeng face.

3.1.2 OVERVIEW OF THE WORKS

This Project consists of the construction and refurbishment of facilities at the Makholokoeng FPSU. The Works include the extension of an existing guard house, the construction of a new guard house, the construction of two (2) new 150T silos, the installation of a new secondary entrance gate, the complete refurbishment of the existing weighbridge control room and extension of internal gravel road. The Works shall be completed in accordance with the terms specified in this Contract Document and the JBCC Principal Building Agreement.

3.1.3 EXTENT OF THE WORKS

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

- k) Extending the existing guardhouse such that it gives a 360 degrees security view
- l) Construction of new guardhouse,
- m) 2 x 150T Silos,
- n) Installation of New Second Entrance Gate,
- o) Refurbishment of Weighbridge Control Room
- p) Extension of internal gravel road

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The above merely provides an overview to describe the extent of the contract and in no way relieves the Contractor of fulfilling the full scope of the works described in the tender documentation.

The Works shall be executed in strict accordance with the Drawings, Project Specifications, and Bills of Quantities forming part of this Contract, and administered under the JBCC Principal Building Agreement, Edition 6.2.

NOTE: Tenderers are required to allow in their tendered prices for the supply of all necessary materials and equipment, the supply and use of tools, the provision, operation and maintenance of all Contractor's plant and equipment, the supply and supervision of all labour and workmanship and everything and every service necessary for the construction, completion and maintenance of the Works in the manner required by the Contract and to the entire satisfaction of the Principal Agent/Employer.

3.1.3.2 Available facilities

The Contractor shall make his own arrangements with the necessary authorities for the supply of electricity, telephones, water for testing as well as potable water for drinking.

3.1.4 LOCATION OF THE WORKS

This project is located in the area of Makholokoeng at Maluti-A-Phofung in Thabo Mofutsanyana District in Free State. The project is outside the village of Makholokoeng, about 2 kilometers adjacent to it from the entry on the N5 moving in the direction of Bethlehem. The project site is Makholokoeng FPSU and the landmarks are 2 steel structure warehouses. A gravel detour of about 400m will get you to site.

Alternatively, Makholokoeng FPSU Project site is accessed following this route: If driving from Bethlehem in the direction of Harrismith, travel for 68 KM from Frontier Hotel and Casino. The site (a big warehouse) will be about 400m to the right, off N5. If driving from Harrismith towards Bethlehem, travel for 20KM from Harrismith Inn. The site will be about 400m to the left, off N5

LOCATION	LONGITUDE	LATITUDE
Makholokoeng	28°56'49.06"E	28°27'27.44"S

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



3.1.5 Access to Works site

The provided coordinates may be used to access the site.

No restriction on access to the Site of Works will be placed on persons or vehicles involved with the execution of the Works but personnel must comply with the security and safety requirements of the Municipality. The Contractor must keep the Employer informed of staff changes. The making good of any damage caused by non-observance of such restrictions will be for the Contractor's account.

Any vehicle used to transport and/or equipment on Site, shall not exceed the maximum permissible axles loading as allowed under the Provincial regulations.

3.1.6 Services known to be in the vicinity of the site

Existing services on site include water pipes, sewer pipes, roads, telephone cables and electrical cables.

3.1.7 Changes to scope of work

It is a condition of this contract that the employer reserves the right to limit the total expenditure on the Works due to possible budget constraints. Should the tender sum exceed the budgeted amount, the scope of the works may be reduced at any time before or during the contract period to ensure that the final contract amount does not exceed the budgeted amount.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.2 ENGINEERING

3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX

The following responsibilities for design and related documentation are applicable to this Contract:

Design Stage	Works designed by
Contractor's Proposals / Shop Drawings	Contractor
Temporary Works Design	Contractor
Preparation of As-Built Drawings	Contractor

3.2.2 Employer's design

The Employer's design is based on available information and the finalisation of details may need to take place after the existing services have been exposed.

3.2.3 Contractor's design

The Contractor may be required to submit shop drawings, fabrication details, or method statements for the supply-and-install elements (e.g. silo details, gate mechanisms, structural connections) to the Principal Agent for approval prior to manufacture or installation. Such approval shall not relieve the Contractor of any responsibility for compliance with the Contract.

Upon Practical Completion, the Contractor shall provide a complete set of as-built drawings and manuals for all installed equipment (silos, gates, etc.) as required by JBCC Clause 6.2.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.3 PROCUREMENT

3.3.1 PREFERENTIAL PROCUREMENT PROCEDURES AND REQUIREMENTS

The system of measurement of preferential procurement points shall be as defined in the Section T1.3: Tender Data.

3.3.1.1 Requirements

The Employer intends through this Contract to provide work opportunities for the local residents.

This Contractor shall therefore employ local labour where possible.

3.3.2 Employment targets

3.3.2.1 Employment of local community labour

It is a requirement of the Employer that the contractor appoints and use the local labour.

The service provider is therefore required to limit the use of non-local labour to key personnel only and to employ only local labour on this Contract.

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

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

The service provider will be expected to procure, deliver and ensure security of material.

The service provider will also be expected to train, supervise and ensure quality on the project.

Local Labour comprising of NARYSEC participants and local community labourers will be utilized for

3.3.2.2 Employment of women

The target for employment of women is 30% of the total workforce.

3.3.2.3 Employment of youth

The target for employment of youth (18-25 years of age) is 30% of the total workforce.

3.3.2.4 Employment of disabled people

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

A minimum of one (1) disabled person must be employed on this contract.

3.3.2.5 Remuneration of local labourers

The minimum wages shall be those prescribed by SAFCEC for the area in which the works fall.

3.3.3 Contractor's Staff

it is required that the Site Agent for this project to have a NQF level 5 qualification. If the contractor fails to produce such person a suitable Site Agent will be appointed by the Client and paid in full by the Contractor.

3.3.3.1 SUBCONTRACTORS, SMME's, FEMALES & YOUTH

The DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT has a National Rural Youth Services Cooperatives (NARYSEC) Programme, which entails training of rural youth at EFT Colleges. In order for the youth to complete their training and get certificates, they have to get onsite experiential training; hence the DALRRD will place some students to be trained under this contract. The extent of the training required by these youth will be explained upon the appointment of the contractor. The Client will provide daily stipends for all NARYSEC employed.

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.4 MANAGEMENT

3.4.1 Management of the Works

Though not bound in or issued with this tender document, the following SANS 1921 Construction and Management Requirements for Works Contracts as approved by the Council of the South African Bureau of Standards shall apply to this Contract. The Contractor shall be in possession of these Standards and shall keep a copy of the said document on site for reference by him and the Employer's Agent for the duration of the Contract.

SANS 1921 Part 1 General Engineering and Construction Works
SANS 1921 Part 3 Structural Steelwork
SANS 1921 Part 5 Earthworks Activities which are to be performed by hand
SANS 1921 Part 6 HIV/AIDS Awareness

These Specifications are not issued with this volume but are available at the Contractor's expense from: Standards South Africa. Details are given in Section C3.5.1 above.

3.4.1.1 Planning and programming

In accordance with JBCC Clause 3.0, the Contractor shall, within 15 days of the commencement date, submit to the Principal Agent for acceptance a detailed construction programme.

The programme shall be in the form of a Gantt (bar) chart.

It shall show the sequence, timing, and interdependence of all major activities, including those of Subcontractors.

It shall identify the critical path.

It shall allow for known constraints, lead-in times for approvals, procurement, and the training requirements specified in C3.3.

The programme will be used for monitoring progress. Interim payments will be based on actual work completed and materials duly delivered to site, not on programme projections.

3.4.1.1.1 Submitted programme

3.4.1.1.2 General Allowances

When drawing up his programme, the Contractor shall, take into consideration and make allowance for, inter alia:

- a) Expected weather conditions and their effects,
- b) Known physical conditions or artificial obstructions,
- c) Searching for, dealing with and carrying out alterations to the existing services,

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- d) The accommodation of public access and traffic,
- e) The provision and implementation of the health and safety plan in terms of the Construction Regulations, 2014 of the Occupational Health and Safety Act, and
- f) The design, testing and approval of the concrete mixes.

3.4.1.2 Review of progress

The Contractor shall review progress monthly. If progress falls behind the accepted programme, the Contractor shall, at the request of the Principal Agent, submit a revised programme and method statement detailing how the delay will be recovered. Failure to maintain progress may constitute a default.

3.4.1.3 Methods and procedures

3.4.1.3.1 Method statements

When requested by the Principal Agent, the Contractor shall submit written method statements for high-risk or complex activities (e.g., silo erection, working near live services) for approval prior to commencement. Approval does not relieve the Contractor of his responsibilities under the Contract.

3.4.1.3.1 Neatness of the site

The general neatness and tidiness of the vicinity of Makholokoeng FPSU are of particular concern. The Works will be visible to the public. The Contractor shall, therefore, on a day to day basis, keep the area of the Works in a condition acceptable to the Employer.

3.4.1.4 Weather conditions

3.4.1.4.1 Extension of time for completion resulting from abnormal rainfall

Extension of time for completion will not be considered for normal rainfall but only for abnormal rainfall or saturated conditions and will be calculated in accordance with the following method:

- a) The Contractor shall, in his programme, allow for the anticipated number of working days on which work could be delayed - as given in the Schedule below.
- b) Extension of time will be calculated for each calendar month or part thereof over the full period for the completion of the Work, plus any approved extension thereof, as follows:
 - i) A delay caused by abnormal rainfall will only be accepted for extension of time if, in the opinion of the Principal Agent, it delays an item or items which lie on the critical path determined by the Contractor's programme. Only delays on working days will be considered.
 - ii) Abnormal rainfall will be considered to be days, as approved, on which rain delayed operations, less the anticipated number of days given in the Schedule below.
 - iii) The net extension of time determined for each month, which may be negative, shall accumulate algebraically to determine the net number days for extension of time due to abnormal rainfall, but a negative total at the end of the construction period will not be taken into account.
 - iv) Where a portion of a month is involved, a pro rata number of days shall be calculated.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCHEDULE

Anticipated number of working days on which work could be delayed as a result of rainfall and saturated conditions.

Month	Nn (days)	Rn (mm)
January	9	104,1
February	8	87,6
March	6	51,4
April	5	54,5
May	2	22,4
June	1	14
July	1	8,2
August	1	9,2
September	2	11,0
October	4	39,3
November	7	70,4
December	10	89,9
Total	56	562

Source: worldweatheronline.com

X = 20 and Y = 10

The additional clauses to the General Conditions of Contract are:

Extensions of time in respect of clause 42 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:

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

Where:

V = Extension of time in calendar days in respect of the calendar month under consideration.

Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded.

Nn = Average number of days in the relevant calendar month, (as derived from existing rainfall records provided in the table above), on which a rainfall of Y mm or more per day has been recorded for the calendar month.

Rw = Actual average rainfall in mm recorded for the calendar month under consideration.

Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records as provided in the table above.

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 Witness 2
 Employer
 Witness 1
 Witness 2

For purposes of the Contract N_n , R_n , X and Y shall have those values assigned to them in the South African Weather Service's rainfall records of the nearest station to the site.

If V is negative and its absolute value exceeds N_n , then V shall be taken as equal to minus N_n .

The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for part of a month shall be calculated using pro rata values of N_n and R_n .

This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.

The factor $(N_w - N_n)$ shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor $(R_w - R_n)$ shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm, but wet conditions prevented or disrupted work.

For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.

3.4.1.4.2 Recording of weather

The Contractor shall provide a rain gauge as directed by the Engineer and precautions shall be taken to restrict access to the rain gauge by unauthorized persons.

3.4.1.5 Quality plans and control

The Contractor shall prepare a quality management plan to be followed during the course of the Contract.

The quality management plan shall

- i. clearly indicates the methods, programmes, procedures and other methods that the Contractor intends using as process control to ensure compliance of materials and workmanship with the requirements of the Contract (process control testing)
- ii. Include the proof of status of calibration of all measuring devices that are to be used during the course of the Contract.

3.4.1.6 Environment

3.4.1.6.1 Protection of the environment

3.4.1.6.1.1 Environment management plan

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor shall comply with the provisions of the environmental management specification.

3.4.1.6.1.2 Fires and burning of vegetation

No fires may be lit except at places approved by the relevant authority. The Contractor shall ensure that the fire hazard on and near the Site is reduced to a minimum and shall take immediate and effective steps to extinguish any fire that may break out.

Burning of vegetation and trees cleared from the Site and/or any other material may only be done on site if permitted in writing by the relevant authority, and shall then be strictly controlled by a competent supervisor, shall be carried out strictly in accordance with any directions given and shall be carried out solely at the risk of the Contractor.

3.4.1.6.1.3 Preservation of flora and fauna and soil conservation

The Contractor shall:

- a) take all precautions to prevent:
 - i) the erosion of soil and/or
 - ii) loss of or injury to domestic and other animals from any land used or occupied by the Contractor;
- b) refrain from destroying, removing or clearing trees, timber and scrub to any extent greater than is necessary for the execution of the Contract,
- c) take care to cause the minimum disturbance to the fauna and flora.
- d) erect temporary fences on the servitude lines during the construction period to prevent loss of fauna. The fences shall be removed as soon as construction and testing are complete.
- e) take precautions to keep the risk of fire to a minimum,
- f) arrange that timber for firewood be obtained only from such places as may be approved by the Engineer;
- g) take such measures as to ensure that their employees are aware of all laws and restrictions governing the hunting, disturbing, capturing or destroying of animals and birds in the vicinity of the camp or the Works or the taking of fish from any water; and
- h) prohibit all firearms from the site and temporary camps.

3.4.1.7 Format of communications

Communications and instructions shall be given in writing and sent either by email, post, or facsimile. Site instructions shall be given in the Site Communication Book, which shall be a triplicate book provided by the Contractor.

3.4.1.8 Management meetings

The Contractor will be required to attend the following site meetings during the term of the contract:

- a) An inaugural site meeting to be held within three weeks after the Commencement Date.
- b) Monthly site meetings from the order to commence the Works until the Completion of the Works.

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

c) Monthly Health and Safety meetings.

3.4.1.9 Daily records

Daily records of all site activities and progress of work shall be kept by the Contractor. Any possible causes for delay to the Contract or which may result in additional costs to the Employer shall be recorded as clearly as possible. The records shall also include the plant on Site and personnel employed. The records shall be kept at all times in the Engineer's Site Office.

3.4.1.9.1 Monthly labour returns

The Contractor shall submit with each statement for payment a labour return showing the Number Person Days and Labour Days recorded for the Contract. The returns shall be similar to the format approved by the Engineer.

3.4.1.10 Lighting

Should the Contractor wish to undertake work when natural lighting is inadequate for the type of work to be performed, he shall, at his own expense, provide and maintain in good and safe condition adequate high-powered flood lighting for all the work areas where he is operating.

3.4.1.11 Payment certificates

Applications for payment shall be submitted by the Contractor to the Principal Agent in accordance with JBCC Clause 25.0. Statements shall be in the format prescribed by the Principal Agent and shall be supported by the necessary documentation

All costs associated with preparing payment applications shall be borne by the Contractor.

3.4.2 Site establishment

3.4.2.1 Services and facilities existing and/or provided by the Employer

N/A

3.4.2.1.1 Water and power supply and other services

The Contractor shall make his own arrangements and pay all installation and consumption charges for the supply of water, electrical power and other services required.

3.4.2.1.2 Camps and depot

The Contractor may erect his site offices and storage depot within the boundaries of the area indicated by the Principal Agent/Employer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

No housing is available and the Contractor shall make his own arrangements to house his employees and transport them to and from the Site. All arrangements for housing workmen shall be made in accordance with and subject to applicable regulations and requirements.

3.4.2.2 Facilities provided by the Contractor

The Contractor shall provide, maintain, and remove on completion the following facilities for the exclusive use by the project:

One (1) furnished site office.

One (1) storage room for materials.

Ablution facilities (Male and female).

Secure parking for two vehicles.

Photocopying/printing facilities.

Relevant health and safety equipment (PPE) for visiting staff.

The cost of providing, maintaining, and removing these facilities shall be included in the Preliminaries section of the Schedule of Prices.

3.4.2.2.1 Facilities for the Engineer

The Contractor shall provide for the use of the Principal Agent, maintain and service, as applicable, the following facilities as specified in SANS 1200 AB and SDAB:

a) one furnished office,

3.4.3 Existing services

3.4.3.1 Treatment of existing services

3.4.3.1.1 Continuance of operation of existing services

All existing services shall be maintained in operation, unless prior arrangements have been made with the relevant authority and written permission for an interruption of the service has been granted and adequate notice has been given to the affected residents.

3.4.3.1.2 Continuous operation of existing works

The construction work takes place around existing services. Existing works must remain in operation at all times. The Contractor shall ensure that, wherever possible, the Employer's personnel have unhindered access to, and use of, all parts of the existing works at all times, as necessary.

The Contractor's operations shall also be carried out in such a way as to minimize the formation of dust and the fouling of water in the existing works.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor shall provide sufficient notice to the Engineer when he intends to interrupt the operations of the existing works in order to affect connections with the new works. Approval for such work will be given only when the timing of the work is suitable for the Employer.

3.4.3.1.3 Connection to existing services

All connections to the existing systems shall be undertaken in a manner and at times be approved by the Engineer. It is anticipated that this work may have to be done at night in order to minimize inconvenience to users. No claims for additional payment will be considered in this regard.

3.4.3.1.4 Permits and way leaves

A wayleave from the Electrical Board of the Mangaung Metro Municipality will be required prior to the Contractor commencing work on Site.

3.4.4 Health and safety

3.4.4.1 Health and safety requirements and procedures

3.4.4.1.1 General

In addition to Sub clause 5.7 of SANS 1200 A (5.4 of SANS 1200 AA; 5.8 of SANS 1200 AD; 5.3 of SANS 1200 AH) and the Occupational Health and Safety Specification provide, the Contractor shall comply with the Occupational Health and Safety Act (Act No. 85 of 1993) (OHS Act) and in particular its Construction Regulations, 2014.

3.4.4.1.2 Health and Safety Plan

Without limiting his obligations and liabilities in terms of the Construction Regulations, 2014 of the OHS Act, the Contractor, in his Health and Safety Plan to be submitted in terms of Clause 5.3.1 of the Project Data, shall inter alia deal with the safety provisions he will set up in respect of the aspects specified in the Specification Data and the Standard Specification.

The Health and Safety Plan shall be neatly set out in a lever-arch type file, with labelled dividers for each section

A copy of the approved Health and Safety Plan shall be kept on Site and made available upon request.

3.4.4.1.3 Safety of general public

Open excavations and other hazardous conditions on site shall be barricaded, and precautions shall be taken to protect the public from the same in terms of the OHS Act (Clause 4.3.10.2).

As the Works are on an operating water treatment works site, the Contractor shall take special precautions to prevent access to any danger areas on the Works, e.g. by temporary barricades, notices and/or fencing.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor shall direct, control, facilitate and safeguard all pedestrian traffic during construction of the Works, provide all notices, and arrange for watching and lighting in accordance with the requirements of the relevant authorities

3.4.4.1.4 Sanitary conditions

Unhygienic habits and other behaviors that may cause contamination of any part of the Works or the surrounding areas are strictly prohibited. The Contractor shall ensure that sanitary conditions prevail throughout the Site and that all his workmen are aware of, and comply with, this rule.

3.4.4.1.5 Protection of the public

Open excavations and other hazardous conditions on site shall be barricaded, and precautions shall be taken to protect the public from the same in terms of the OHS Act.

As the Works are on an operating reservoir site, the Contractor shall take special precautions to prevent access to any danger areas on the Works, e.g. by temporary barricades, notices and/or fencing.

The Contractor shall direct, control, facilitate and safeguard all pedestrian traffic during construction of the Works, provide all notices, and arrange for watching and lighting in accordance with the requirements of the relevant authorities.

3.4.4.1.6 Excavations

Without limiting his responsibility for the safety of his workers in any excavation, the Contractor shall ensure the safety of his workers in trenches and excavations deeper than 1,0 m. in terms of the provisions of the OHS Act. The Contractor may choose to batter excavations to a safe slope if sufficient space is available or adequately shore the excavations.

C3.4.4.1.7 Health and safety specialist

The Contractor shall employ a health and safety specialist, with suitable and proven qualifications, either on full-time or part-time basis, for the duration of the Contract.

This specialist shall assist with the preparation of the health and safety plan required in terms of the Specification Data, shall provide on-going training for all construction staff (at least 1 hour per week whilst work on site is in progress, in the form of weekly tool-box talks), and shall assist with the upkeep of the Health and Safety Plan and associated regular inspections etc.

C3.4.6.1.8 Monthly health and safety reports

The health and safety specialist required in terms of the Specification Data, shall submit a report to the Engineer at the monthly site meetings, detailing the state of health and safety on the sites over the last month, new risk assessments added, potential new risks, new

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT NO.: DLRRD-RD-FS 001 (2026/2027)

precautions taken, and summarizing the results of various inspections required in terms of the health and safety plan, etc.

If this report is not submitted at each monthly site meeting, the Engineer shall impose a fine of R 1 000.00 on the Contractor, in each instance.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.5 HEALTH AND SAFETY

3.5.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

(a) Construction Regulations, 2014

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2014. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

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

A payment item is included in the Schedule of Prices to cover the Contractor's cost for compliance with the OHS Act and the above-mentioned regulations.

3.5.2 PROTECTION OF THE PUBLIC

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

3.5.3 BARRICADES AND LIGHTING

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

3.5.4 TRAFFIC CONTROL ON ROADS

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

3.5.5 MEASURES AGAINST DISEASE AND EPIDEMICS

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

3.5.6 AIDS AWARENESS

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C4 ANNEXURE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2