



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF INFRASTRUCTURE DEVELOPMENT OF THE GAUTENG PROVINCIAL GOVERNMENT											
BID NUMBER:		BID 19/09/2021		CLOSING DATE:		13 December 2021		CLOSING TIME:		11:00AM	
DESCRIPTION		SUPPLY, DELIVER AND INSTALL MODULAR/ MOBILE CLASSROOMS AND OTHER MODULAR/ MOBILE ACCOMMODATION AT KWADENGENDLE SECONDARY SCHOOL									
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)											
GAUTENG DEPARTMENT OF INFRASTRUCTURE DEVELOPMENT, GROUND FLOOR, CORNER HOUSE BUILDING, CORNER COMMISSIONER AND PIXLEY KA ISAKA SEME (SAUER) STREET, MARSHALLTOWN, JOHANNESBURG											
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:											
CONTACT PERSON		Gopolang Monkwe		CONTACT PERSON		Shadrack Ramolondo		TELEPHONE NUMBER		N/A	
FACSIMILE NUMBER		N/A		FACSIMILE NUMBER		N/A		TELEPHONE NUMBER		N/A	
E-MAIL ADDRESS		gopolang.monkwe@gauteng.gov.za		E-MAIL ADDRESS		shadrack.ramolondo@gauteng.gov.za		TELEPHONE NUMBER		N/A	
SUPPLIER INFORMATION											
NAME OF BIDDER				POSTAL ADDRESS				STREET ADDRESS			
TELEPHONE NUMBER				CELLPHONE NUMBER				FACSIMILE NUMBER			
E-MAIL ADDRESS				VAT REGISTRATION NUMBER				SUPPLIER COMPLIANCE STATUS			
TAX COMPLIANCE STATUS PIN:				CENTRAL SUPPLIER DATABASE No:		MAAA		TICK APPLICABLE BOX]		[TICK APPLICABLE BOX]	
B-BBEE STATUS LEVEL SWORN AFFIDAVIT		Yes ☐ No ☐		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		Yes ☐ No ☐		[A VALID B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA		Yes ☐ No ☐		[IF YES ENCLOSE PROOF]				ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES WORKS OFFERED?		[IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS											
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?											
YES ☐ NO ☐											
DOES THE ENTITY HAVE A BRANCH IN THE RSA?											
YES ☐ NO ☐											
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?											
YES ☐ NO ☐											
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?											
YES ☐ NO ☐											
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?											
YES ☐ NO ☐											
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.											

1	BID SUBMISSION:
1.1	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED- (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2	TAX COMPLIANCE REQUIREMENTS
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILED THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA
2.4	BIDDERS MUST PROVIDE TAX COMPLIANCE STATUS PIN TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TAX COMPLIANCE STATUS PIN / CSD NUMBER.
2.6	WHERE NO TAX COMPLIANCE STATUS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:



INVITATION TO TENDER

Short description of requirements:	SUPPLY, DELIVER AND INSTALL MODULAR/MOBILE CLASSROOMS AND OTHER MODULAR/MOBILE ACCOMMODATION AT KWADEDANGENDLAE SECONDARY SCHOOL
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Tender No.:	DID 19/09/2021
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Tender documents available from: 19 Nov 2021	E-Tender portal of National Treasury or GPG e-tender portal https://e-tenders.gauteng.gov.za OR http://tenders.treasury.gov.za
	NB: The Department will not provide excel BQQ's

Price of tender documents:	Bid documents only available and downloadable on the e-Tender portal at the bidders cost
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Closing date:	13-Dec-21
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Closing time:	11:00:00: There will be no public opening of this bid. However, the register of bids received on time will be published on GPG treasury website within 10 days after closing date.
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Address for submission of tenders:	GDID Tender Box, Ground Floor, Department of Infrastructure Development Corner House Building, Corner Commissioner and Pixley Ka Isaka Seme Street (Sauer Street) Marshalltown Johannesburg
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Evaluation Steps	1) Pre-qualification criteria 2) Mandatory and Administration requirements 3) Functionality 4) Price and Preferences points system
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Non-Compulsory pre-bid/ site briefing meeting:	A NON-COMPULSORY briefing session will be held online through Microsoft teams. The details of the meeting are as follows: Meeting Link: https://teams.microsoft.com/join/19%3ameeting_YJmZmVkmDYNT14M1002Tc4LTkhMDKtNZmU2OGNkNzQ1%40thread_v2/0?context=%7b%22Tid%22%3a%22003f7489-c006-4532-90f3-41eadc0d1af%22%2c%22Oid%22%3a%22b636f9e-3416-4194-bbde-0f36154756b4%22%7d Date of meeting: 01-Dec-21 Time of meeting: 10h00am
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Stipulated Pre-Qualification Criteria: the tenders that fail to meet the stated prequalification will be disqualified 1. Only Tenderers that qualify as EME's or QSE's and are at least 51% owned by black people who are youth, women, people with disabilities, military veterans and people from underdeveloped townships, with valid B-BBEE status level contribution of 1 or 2 are Eligible to tender; 2. Tenderers who are not EME's or QSE's, less than 51% black owned, do not fall within the Targeted Groups and do not have valid B-BBEE status contribution level 1 or 2 will be disqualified; 3. A Consortium or JV must submit a valid SANAS accredited consolidated B-BBEE status verification certificate, failing which their bid submission will be regarded as non responsive; 4. In addition, each party to a JV or Consortium must submit a sworn affidavit in terms of B-BBEE requirements of 1 or 2 stipulating their annual Total revenue based on their latest financial statements/ management Accounts (not older than 18 months) and other information available thereon. B-BBEE Requirements 1. A bidder who qualifies as an EME, having a B-BBEE status level contribution of 1 or 2, must submit a sworn affidavit 2. A bidder who qualifies as a QSE, having a B-BBEE status level contribution of 1 or 2, must submit a sworn affidavit 3. Sworn affidavits submitted by bidders in support of their B-BBEE level should comply with the DTI or the CIPC format or in a similar format and must be valid. 4. A Consortium or JV (including unincorporated consortia and JV's) must submit a SANAS accredited consolidated B-BBEE status level verification certificate for every separate tender. Bidders who fail to submit a valid original or certified copy of their B-BBEE Certificate or sworn, signed and dated Affidavit will be regarded as non-responsive bidders and be disqualified. Sworn, signed and dated Affidavits and certification as a "true copy of the original", must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act, No 16 of 1963 and its Regulations promulgated in Government Notice GNR 1258 of 21 July 1972 Justices of the Peace and Commissioners of Oaths Act, No. 16 of 1963. "	
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Only Tenderers having a Valid CIDB Grade 5GB or higher will be considered for Evaluation. (CIDB Certificates or CRS Numbers must be provided). NB: CIDB grading must be valid for the duration of the validity period of the bid. Submission of completed and signed Form of Offer and Acceptance. Local production and content threshold requirements: (failure to submit the fully completed and signed SBD 6.2 and Annexure C will lead to disqualification). Bidders must comply with the stipulated local content thresholds falling which will lead to disqualification. The industries, sectors and sub-sectors designated for local production with minimum local content thresholds, can be obtained / downloaded from the following DTI website, including Local Content Declaration Templates (Annex C, D and E): http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/ <table border="1"> <thead> <tr> <th>Item</th><th>Local Content Threshold</th></tr> </thead> <tbody> <tr> <td>Electrical cable products</td><td>90%</td></tr> <tr> <td>Steel products and components for construction</td><td>100%</td></tr> <tr> <td>Plastic Pipes</td><td>100%</td></tr> </tbody> </table> Any other local production and content threshold requirements applicable to this project as designated on the DTI website above. Submission of completed and signed SBD forms (SBD 1, SBD 3.1, SBD 4, SBD 6.1, SBD 8 and SBD 9) Submission of signed Joint Venture / Consortia agreement in case of Joint Venture / Consortium Submission of valid UIF and COIDA certificate (Letter of good standing) Particulars of Electrical Contractor (COC certificate for the electrical contractor)	Item	Local Content Threshold	Electrical cable products	90%	Steel products and components for construction	100%	Plastic Pipes	100%	MANDATORY/ COMPULSORY ADMINISTRATIVE REQUIREMENTS (Failure to submit/ meet or comply with the following requirements constitutes automatic disqualification of tender offer)
Item	Local Content Threshold								
Electrical cable products	90%								
Steel products and components for construction	100%								
Plastic Pipes	100%								

Other Administrative Requirements CSD registration (CSD suppliers reference (MM number) the CSD report will include the MM number) Submission of a Tax Compliance Status PIN that will grant a third-party access to the bidder's Tax Compliance Status. Letter of Goodstanding for the compensation for occupational injuries and diseases (COIDA) Company registration documents (Founding Statement – CK1 or Certificate of Incorporation – CM1, etc). Certified copies of the Identity Document for members / directors / shareholders or owners Submission of annual financial statement that complies with companies at and must not be older than 18 months	
Work Packages Feasible for Subcontracting: Bidders are encouraged to sub-contract in line with regulation 12 of PPR 2017 (if bidders choose to sub-contract, then the CIDB grading they must sub-contract is from level 1 - 4 GB)	NOTE: A bidder awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract. • Plumbing • Painting • Paving • Earthworks

Functional requirements: (Failure to meet the prescribed minimum points will lead to automatic disqualification)		FUNCTIONALITY TOTAL WEIGHT POINTS: 100 POINTS		OVERALL MINIMUM FUNCTIONALITY SCORE: 70 POINTS		Bidders must obtain a minimum of 70 points to be considered for further evaluation (price and preference)		If "yes" this tender will be evaluated against functionality and only tenderers that obtain the required minimum score indicated in the Tender documents will be further evaluated.		☒ Yes
		Functionality Criteria		Weighting Factor						
		Company Experience		45						
		Key staff		35						
		Project Plan		20						
Applicable PPPFA point system:										
Enquiries technical:		Shadrack Ramolondo Shadrack.Ramolondo@gauteng.gov.za								
Enquiries general:		Goplang Monkwe goplang.monkwe@gauteng.gov.za								
Note to tenderers:										
This tender is subject to the NEC Engineering and Construction Contract, General Conditions and Special Conditions of Contract the Preferential Procurement Policy Framework Act no 5 of 2000 and its Regulations of 2017.										



DEPARTMENT OF INFRASTRUCTURE DEVELOPMENT:
 CHIEF DIRECTORATE - EDUCATION INFRASTRUCTURE

Tender No.: DID 19/09/2021

PROCUREMENT DOCUMENTS

FOR

SUPPLY, DELIVER AND INSTALL MODULAR/MOBILE CLASSROOMS AND OTHER MODULAR/MOBILE ACCOMMODATION AT KWADEPDANGENDLALE SECONDARY SCHOOL

AT

1240 BHEDLA STREET, ZOLA NORTH, SOWETO, GAUTENG

ISSUED BY:

Department of Infrastructure Development:
 Chief Directorate Education Infrastructure
 Private Bag X83
 Marshalltown
 2107

Nov-21

FILE 6/1/1/1 -978/S1

NAME OF TENDERING ENTITY:	TOTAL OF PRICES INCLUSIVE OF VALUE ADDED TAX: R
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TENDER No.: DID 19/09/2021

SUPPLY, DELIVER AND INSTALL MODULAR/MOBILE CLASSROOMS AND OTHER MODULAR/MOBILE ACCOMMODATION AT KWADEDANGENDLAL SECONDARY SCHOOL

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THE TENDER		No. of Pages	Colour
PART T1 : TENDERING PROCEDURES	T1.1 TENDER NOTICE AND INVITATION TO TENDER	1	White
	T1.2 TENDER DATA	7	White
PART T2 : RETURNABLE DOCUMENTS	T2.1 LIST OF RETURNABLE DOCUMENTS	2	White
	1 Returnable Schedules required for tender evaluation purposes (Mandatories)		
	SBD 1 INVITATION TO TENDER	3	White
	SBD 3.1 PRICING SCHEDULE - FIRM PRICES	1	White
	SBD 4 DECLARATION OF INTEREST	4	White
	SBD 6.1 PREFERENCE CLAIM FORM	5	White
	SBD 6.2 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION	7	White
	SBD 8 DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES	2	White
	SBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION	4	White
	2 Other documents required for tender evaluation purposes		
	3 Returnable Schedules that will be incorporated into the contract	26	White
THE CONTRACT			
PART C1 : AGREEMENTS AND CONTRACT DATA	C1.1 FORM OF OFFER AND ACCEPTANCE	3	White
	C1.2 CONTRACT DATA	10	White
	C1.3 PERFORMANCE BOND	2	White
PART C2 : PRICING DATA	C2.1 PRICING INSTRUCTIONS	1	White
	C2.2 PROVISIONAL BILLS OF QUANTITIES	2	
PART C3 : SCOPE OF WORK	C3.1 SCOPE OF WORK	11	White
PART C4 : SITE INFORMATION	C4.1 SITE INFORMATION	2	White
ANNEXURES	A Particular Occupational Health and Safety Specification	31	pages
	B Indicative duties of the Supply Manager and Purchaser	6	pages
	C Modular/Mobile Units Specifications	16	pages
	D Calculation of Penalties	1	pages
	E Drawings		



SUPPLY, DELIVER AND INSTALL MODULAR/MOBILE CLASSROOMS AND OTHER MODULAR/MOBILE ACCOMMODATION AT KWADENANGENDLAE SECONDARY SCHOOL

Part T1.1 Tender Notice and Invitation to Tender

Bidders are encouraged to sub-contract in line with regulation 12 of PPR 2017: A bidder awarded a contract may not subcontract more than 25% of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contribution than the Supplier concerned, unless the contract is subcontracted to an EME that has capability and ability to execute the contract.

Telegraphic, telephonic, telex, facsimile, electronic and/or late tenders will not be accepted.

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



TENDER No.: DID 19/09/2021

SUPPLY, DELIVER AND INSTALL MODULAR/MOBILE CLASSROOMS AND OTHER MODULAR/MOBILE ACCOMMODATION AT KWADEDANGENDLALE SECONDARY SCHOOL

Part T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Engineering and Construction Works of August 2019 and as amended from time to time. (See www.cidb.org.za).

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

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

The additional conditions of tender are:

C.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the Purchaser, 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 Purchaser'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 personnel, to perform on the contract;

c) has a legal capacity to enter into a 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 or her affairs administered by a court or a judicial officer, has suspended his or her business activities or is subject to legal proceedings in respect of any foregoing;

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

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

Clause	Tender Data
C.1.1	The Purchaser is the Gauteng Department of Infrastructure Development: Chief Directorate Education Infrastructure of the Gauteng Provincial Government
C.1.2	The Tender Documents issued by the Purchaser comprise the following documents: THE TENDER Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data Part T2: Returnable documents T2.1 - List of returnable documents T2.2 - Returnable schedules THE CONTRACT Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Performance Bond Part C2: Pricing data C2.1 - Pricing Instructions C2.2 - Provisional Bills of Quantities Part C3: Scope of work C3.1 - Scope of Work
C.1.4	Part C4: Site Information C4.1 - Site Information ANNEXURES A Particular Occupational Health and Safety Specification B Indicative duties of the Supply Manager and Purchaser C Alternative specification school buildings D Calculation of Penalties The Purchasers Supply Managers : Name: Address: Tel: Fax: E-mail:

C.2.1	Only those tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, in a Supplier grading designation equal to or higher than a Supplier grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a CIDB grading of 5GB or higher class of construction work, are eligible to have their tenders evaluated. Joint ventures are eligible to submit tenders provided that: - every member of the joint venture is registered with the CIDB; - the lead partner has a CIDB grading designation of 5GB or higher class of construction work; and - the combined Supplier grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Supplier grading designation determined in accordance with the sum tendered for a CIDB grading designation 5GB or higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations	Cost of Tendering The tenderer accept that the Purchaser 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 satisfy requirements.
C.2.7	The clarification meeting is non-compulsory A NON-COMPULSORY briefing session will be held online through Microsoft Teams. The meeting link is as per the invitation to tender or advert. This is due to Covid 19 pandemic. C.2.11 Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the Purchaser, or necessary to correct errors made by the Tenderer. All signatories to the tender offer shall initial all such alterations. C.2.12 No alternative tender offers will be considered C.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, and no copies. C.2.13.5 Sealed original tender documents must be submitted by no later than the closing date and time C.2.13.6 A two-envelope procedure will not be followed C.2.15 Tenderers are to ensure that the Purchaser receives the tender offer at the address specified in the Tender notice and invitation to tender not later than the closing time stated in the tender data. C.2.15.1 The Purchaser's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Location of tender box: GDID Tender Box, Ground Floor, Department of Infrastructure Development Physical address: Corner Commissioner and Pixley Ka Isaka Seme (Sauer Street), Ground Floor, Marshalltown, Johannesburg Identification details: Tender reference number, Title of Tender and the closing date and time of the C.2.16 The tender offer validity period is twelve (12) weeks (90 days) C.2.16.3 Accept that a tender submission that has been submitted to the Purchaser may only be withdrawn or substituted by giving the Purchaser's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. At contracting stage, the tenderer must submit to the Purchaser, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.	

C.2.20	The tenderer is required to submit with his tender a letter of intent from either an insurance company duly registered in terms of the Short-Term Insurance Act of 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act of 1990 (Act 94 of 1990) undertaking to provide the Performance Bond without any alteration or amendment of the wording of the pro-forma indicated in Part T2.2 of this procurement document Performance bond and guarantees (7.5% of the offer inclusive of VAT) Guarantees Guarantees required in engineering and construction contracts shall not substantially differ from the samples form provided in the contract. Such guarantees shall be fixed guarantee of 7.5% of the contract price and shall be stated in the contract data. Forms of Guarantees acceptable shall be: a. Guarantee issued by an insurance company duly registered in terms of the Insurance Act, 2017 or bank duly registered in terms of the Bank Act, 1990; or b. A cash deposit paid in the name of the Purchaser; or c. A payment reduction against the payment certificates. d. Combination of (a) to (c) Note: Performance Bond and Guarantees should be from a registered financial service providers	C.2.23	The tenderer is required to submit with his tender a Tax Compliance Status PIN in the name of the tendering entity as issued by the South African Revenue Services	C.3.4	Tenders will be opened immediately at 11:00 am on the bid closing date.	C.3.11	The procedure for the evaluation of responsive tenders is Method 2 Method 2 Functionality, Price and Preference Up to 20 tender evaluation points will be awarded to tenderers who are evaluated to be B-BBEE compliant.	Functionality Evaluation will be in accordance with Regulation 5 of Preferential Procurement Regulations (PPR), 2017. Preference Point System Evaluation will be in accordance with Regulation 6 of PPR, 2017. Preference points for B-BBEE Status Level of Contributor will be allocated in accordance with Preferential Procurement Regulation 6.(2).
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C.3.17	The number of paper copies of the signed contract to be provided by the Purchaser is one	C.3.11	The procedure for the evaluation of responsive tenders is as follows: The apportionment for the evaluation will be: <table border="1"> <tr> <td>(a) Financial offer</td> <td>80 points</td> </tr> <tr> <td>(b) Preference</td> <td>20 points</td> </tr> </table> The score for financial offer is calculated using Formula 1 (Option 1) where PS is the percentage score given to financial offer equals 80 points $\text{Points Scored (Ps)} = 80 (1 - \frac{\text{Pt} - \text{P}_{\min}}{\text{P}_{\min}})$ Where Ps = Points scored for price of bid under consideration Pt = Price of bid under consideration P_{min} = Price of lowest acceptable bid	(a) Financial offer	80 points	(b) Preference	20 points	C.3.17	The number of paper copies of the signed contract to be provided by the Purchaser is one
(a) Financial offer	80 points								
(b) Preference	20 points								

The functionality criteria and maximum score in respect of each of the criteria are as follows:		
Functionality Criteria	Points allocation	Weighting Factor:
1. COMPANY EXPERIENCE Demonstrated experience of tendering entity with respect to General Building Construction Works 5 completion certificates or practical completion certificates or final completion certificates relevant to the type of the contract indicating the completion of the projects and 5 corresponding appointment letters on client's letter head of similar projects in General Building Construction Works 4 completion certificates or practical completion certificates or final completion certificates relevant to the type of the contract indicating the completion of the projects and 4 corresponding appointment letters on client's letter head of similar projects in General Building Construction Works 3 completion certificates or practical completion certificates or final completion certificates relevant to the type of the contract indicating the completion of the projects and 3 corresponding appointment letters on client's letter head of similar projects in General Building Construction Works 2 completion certificates or practical completion certificates or final completion certificates relevant to the type of the contract indicating the completion of the projects and 2 corresponding appointment letters on client's letter head of similar projects in General Building Construction Works 1 completion certificate or practical completion certificate or final completion certificate relevant to the type of the contract indicating the completion of the project and 1 corresponding appointment letters on client's letter head of similar projects in General Building Construction Works No completion certificates and corresponding appointment letter Note: Submission of completion certificate without corresponding signed appointment letter or submission of signed appointment letter without corresponding completion certificate will not be considered for scoring purposes. Points will be forfeited.	45 36 27 18 9 0	45
2. KEY STAFF Key staff (assigned personnel) in relation to the scope of infrastructure construction works. Attach CV's, certified copies of qualifications and professional registration (PR). NB The Department may verify whether the membership of submitted professionals are active, as inactive members will not be accepted. NB: The expiry of the certification should be 3 months from the date of the closing of bids. Key Staff refers to the following: 1 Professionally Registered Civil Engineer - Certified Registration with the Engineering Council of South Africa (ECOSA) 4 to less than 5 years' experience post registration 6 Points 3 to less than 4 years' experience post registration 5 Points 2 to less than 3 years' experience post registration 4 Points 1 to less than 2 years' experience post registration 3 Points Less than 1 year experience post registration 0 Points Professional Electrical Engineer - Certified Registration with the Engineering Council of South Africa (ECOSA) 5 Years or more experience post registration 7 Points 4 to less than 5 years' experience post registration 6 Points 3 to less than 4 years' experience post registration 5 Points 2 to less than 3 years' experience post registration 4 Points 1 to less than 2 years' experience post registration 3 Points Less than 1 year experience post registration 0 Points Professional Electrical Engineer - Certified Registration with the Engineering Council of South Africa (ECOSA) 5 Years or more experience post registration 7 Points 4 to less than 5 years' experience post registration 6 Points 3 to less than 4 years' experience post registration 5 Points 2 to less than 3 years' experience post registration 4 Points 1 to less than 2 years' experience post registration 3 Points Less than 1 year experience post registration 0 Points	35	

2. PROJECT PLAN Project plan with realistic time frames, Key tasks, clear critical path, Sub tasks, Distribution of resources, and cost projections with project duration of 8 weeks or less. NBI The Project Plan should align to the bills of quantities and scope of work.	Comprehensive - all inclusive (it outlines all the elements/activities are in line with construction phases listed in the Contract Data)	Project plan outlines all the activities in accordance with the phases of the BOQ Project plan outlines only some of the activities in accordance with the phases of the BOQ Project plan outlines only some of the activities in accordance with the phases of the BOQ	5 points 5 points 0 Points	Key tasks and sub-tasks Detailed Cost projection Project cost is aligned to project milestones above Project cost is not aligned to project milestones above Distribution of resources Appropriate resources allocated to each activity of the project plan above Resource allocation not specified for each activity of the project plan above
20				

Note: The team must include a Professional Civil Engineer, Professional Electrical Engineer, Professional Health & Safety Officer and Site Foreman. The team will be deemed incomplete if all the four-key staff are not included. Therefore, the bidder will forfeit all points on key staff. Candidate registration of Civil Engineer, Structural Engineer, and Health and Safety Officer will not be considered for evaluation.	1 Professionally registered Health and Safety Officer – Professionally Registered with The South African Council for the project and Construction Management Profession (SACPCMP) 1 Site Foreman - With qualification in the built environment that meets SAQA requirements (NQF level 4 or higher)	2 to less than 3 years' experience 1 to less than 2 years' experience post registration Less than 1 year experience post registration 4 Points 3 Points 0 Points 5 Years or more experience 7 Points 4 to less than 5 years' experience 6 Points 3 to less than 4 years' experience 5 Points 2 to less than 3 years' experience 4 Points 1 to less than 2 years' experience 3 Points Less than 1 year experience 0 Points Site Foreman - Relevant experience as Site Foreman (7 Points) 5 Years or more experience 7 Points 4 to less than 5 years' experience 6 Points 3 to less than 4 years' experience 5 Points 2 to less than 3 years' experience 4 Points 1 to less than 2 years' experience 3 Points Less than 1 year experience 0 Points

The following items specified in the tender documents must be adhered to the minimum threshold		Item		Minimum Threshold
		electrical cable products		90%
		steel products and component for construction		100%
		Plastic pipes		100%
		Local production and content threshold requirements: (failure to submit the fully completed and signed SBD 6.2 and Annexure C will lead to disqualification). Bidders must comply with the stipulated local content thresholds falling which will lead to disqualification. The industries, sectors and sub sectors designated for local production with minimum local content thresholds, can be obtained / downloaded from the following DTI website, including Local Content Declaration Templates (Annex C, D and E): http://www.thedtc.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/		
		Any other local production and content threshold requirements applicable to this project as designated on the DTI website above.		
		Critical Path		3 points
		3 Points	Gant Chart demonstrating the risk mitigation measures from one phase to the next	
		0 Points	No Gant Chart provided. Gant Chart omitting some phases	
		4 points	Project plan aligned to project duration	
		4 Points	Project plan demonstrating completion within less than the stipulated 8 weeks	
		2 Points	Project plan demonstrating completion in the stipulated 8 weeks	
		0 Points	No project plan attached or project plan exceeding 8 weeks	

Critical Path			3 points
Gant Chart demonstrating the risk mitigation measures from one phase to the next	3 Points		
No Gant Chart provided. Gant Chart omitting some phases	0 Points		
Project plan aligned to project duration		4 points	
Project plan demonstrating completion within less than the stipulated 8 weeks	4 Points		
Project plan demonstrating completion in the stipulated 8 weeks	2 Points		
No project plan attached or project plan exceeding 8 weeks	0 Points		

The following items specified in the tender documents must be adhered to the minimum threshold for local production and content requirements	
Item	Minimum Threshold
electrical cable products	90%
steel products and component for construction	100%
Plastic pipes	100%
Local production and content threshold requirements: (failure to submit the fully completed and signed SBD 6.2 and Annexure C will lead to disqualification). Bidders must comply with the stipulated local content thresholds falling which will lead to disqualification. The industries, sectors and sub sectors designated for local production with minimum local content thresholds, can be obtained / downloaded from the following DTI website, including Local Content Declaration Templates (Annex C, D and E): http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/	
Any other local production and content threshold requirements applicable to this project as designated on the DTI website above.	



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PART T2 : RETURNABLE DOCUMENTS

Part T2.1 List of Returnable Documents

1 Mandatory Returnable Schedules

The tenderer must complete the following returnable schedules as relevant:

- Only tenderers having a B-BBEE status level contribution of 1 or 2 will be considered for evaluation. Therefore, bidders must submit original or certified copy of a valid B-BBEE certificate issued by a SANAS accredited Agency or valid sworn affidavit with the bid document. NB! Sworn affidavit must be signed by deponent and Attested (signed & dated) by a commissioner of Oath. (A trust, consortium or JV must submit a original or certified copy of valid SANAS accredited consolidated B-BBEE certificate, No sworn affidavit will be accepted for JV

- Submission of completed and signed Form of Offer and acceptance

- Local production and content threshold requirements: Failure to submit the fully completed and signed SBD 6.2 and Annexure C will lead to disqualification. Bidders must comply with the stipulated local content thresholds failing which will lead to disqualification.

- Invitation to bid (SBD 1)

- Pricing schedule for firm prices (SBD 3.1)

- Declaration of interest (SBD 4)

- Preference Points Claim Form (SBD 6.1)

- Declaration certificate for local production and content for designated sectors (SBD 6.2) and Annex C

- Declaration of bidder's past supply chain management practices (SBD 8)

- Certificate of Independent Bid Determination (SBD 9)

- Submission of signed Joint Venture / Consortia agreement in case of Joint Venture / Consortium

- Submission of valid UIF and COIDA certificate (Letter of Goodstanding)

- Particulars of Electrical Contractor (COC Certificate for the Electrical Contractor)

2 Other Administrative Requirements

The tenderer must complete the following returnable documents

- Registration with CSD (CSD suppliers' reference (MM number) the CSD report will include the MM number)
- Submission of a Tax Compliance Status PIN that will grant a third-party access to the bidder's Tax Compliance Status.
- Letter of Goodstanding for the Compensation for Occupational Injuries and Diseases (COID)
- Company registration documents (founding statement -CK, Certificate of incorporation CM1, etc)
- Certified copies of the Identity Document for members / directors / shareholders or owners
- Submission of Audited financial statement not older than 18 months

3 Returnable Schedules that will be incorporated into the contract

- Compulsory Enterprise Questionnaire
- Record of Addenda to tender documents
- Proposed amendments and qualifications
- Certificate of Authority for Joint Ventures / Consortia
- Schedule of Proposed Subsuppliers
- Schedule of Exempted Micro Enterprises (EME's) and qualifying small business enterprises (QSE's)
- Schedule of recently completed and current contracts
- List all current contracts not complete at the time
- Schedule of Plant and Equipment
- Evaluation Schedule: Tenderer's Experience
- Evaluation Schedule: Experience of Key Staff
- Evaluation Schedule: Project Plan
- Tender Evaluation Schedule
- Tax Compliance Status PIN for Tenders
- CSD Registration Report
- Form of Intent to Provide a Performance Bond
- Schedules of Materials Offered
- Schedule for Imported Materials and Equipment
- Particulars of Specialist Suppliers
- Standard Submission Documents

4 C1.1 Form of Offer and Acceptance

5 C1.2 Contract Data (Part two)

6 C1.3 Performance Bond (for use with Option X13)

6 C2.2 Provisional Bills of Quantities C17:T77



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SUPPLY, DELIVER AND INSTALL MODULAR/MOBILE CLASSROOMS AND OTHER MODULAR/MOBILE ACCOMMODATION AT KWADEDANGENDLALE SECONDARY SCHOOL

3 Returnable Schedules that will be incorporated into the contract

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: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

☐	a member of any municipal council	☐	an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
☐	a member of any provincial legislature	☐	a member of an accounting authority of any national or provincial public entity
☐	a member of the National Assembly	☐	a member of the board of directors of any municipal entity
☐	National Council of Province	☐	an official of any municipality or municipal entity

If any of the above boxes are marked, disclose the following:

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

(i) authorizes the Purchaser to obtain a tax compliance status from the South African Revenue Services that my / our tax matters are in order;

(ii) confirms that 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;

*insert separate page if necessary

[illegible]

☐	a member of any municipal council	☐	a member of any provincial legislature	☐	an employee of any provincial department, national or provincial public entity or constitutional institution
☐	a member of any provincial legislature	☐	a member of the National Assembly or the National Council of Province	☐	within the meaning of the Public Finance Management
☐	a member of the board of directors of any municipal entity	☐	a member of an accounting authority of any national legislature	☐	an employee of Parliament or a provincial legislature
☐	an official of any municipality or municipal entity				

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

Section 7: Record of spouses, children and parents in the service of the state

*insert separate page if necessary

Status of service (tick appropriate column)		Name of institution, public office, board or organ of state and position held	Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder
Current	Within last 12 months		

*Insert separate page if necessary

- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		



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Record of Addenda to tender documents

We confirm that the following communications received from the Purchaser before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.		
	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		

Attach additional pages if more space is required.

Signed _____
Name _____
Enterprise name _____
Date _____
Position _____



GAUTENG PROVINCE
INFRASTRUCTURE DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

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SCHOOL

Proposed amendments and qualifications

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

Page	Clause or item	Proposal

Attach additional pages if more space is required

Signed

Name

Enterprise name

Date

Position



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 SCHOOL**

Certificate of Authority for Joint Ventures / Consortia

This Returnable Schedule is to be completed by joint ventures / consortiums.

We, the undersigned, are submitting this tender offer in Joint Venture / Consortia and hereby authorise, authorised signatory of the company, acting in the capacity of lead to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.		
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		
CIDB registration number:		Signature Name Designation
CIDB registration number:		Signature Name Designation
CIDB registration number:		Signature Name Designation
CIDB registration number:		Signature Name Designation



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Schedule of Proposed SubSuppliers

We notify you that it is our intention to employ the following SubSuppliers 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 SubSuppliers in accordance with requirements in the contract for such

Name and address of proposed SubSupplier	Description of Work to be executed by the SubSupplier	Previous experience with the SubSupplier

Attach additional pages if more space is required

Signed _____ Date _____
Name _____ Position _____
Enterprise name _____



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SCHOOL

Schedule of Exempted Micro Enterprises (EME's) and qualifying small businesses enterprises (QSE's)

We notify you that it is our intention to employ the following QSE/EME SubSuppliers which are at least 51% owned by black people for work in this contract as per the Targeted Groups specified in the Invitation to Tender

If we are awarded a contract we agree that this notification does not change the requirement for us to use the names of proposed QSE/EME SubSuppliers in accordance with requirements in the contract for such appointments.

We notify you that it is our intention to employ the following Exempted Micro Enterprises (EME's) and qualifying small businesses enterprises (QSE's) for work in this contract.

Name and address of proposed SubSupplier	Description of Work to be executed by the SubSupplier	Previous experience with the SubSupplier

Attach additional pages if more space is required

Signed

Name

Enterprise name

Date

Position



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KWADEDANGENDLALE SECONDARY SCHOOL

Schedule of recently completed and current contracts

List not more than seven contracts completed in the last ten years

Contract title:	Purchaser (name) Place (town)	Reference person		Contract Amount (R million)	Contract Period (months)	Date of Completion*
		Name	Tel			
1						
2						
3						
4						
5						
6						
7						

*Completed means that a certificate has been issued in terms of a contract by the Purchaser, signifying that the whole of the construction works have reached a state of readiness for occupation or use for the purposes intended, although some minor work may be outstanding.

List all current contracts not complete at the time

Project	Purchaser (name) Place (town)	Reference person		Contract Amount (R million)	Contract Period (months)	Date of Commencement	Date of Completion*
		Name	Tel				
1							
2							
3							
4							
5							
6							
7							
9							
10							

*Date when defects liability period commenced (period after completion)

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____



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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) Detail

Quantity (owned or leased)
or Description, size, capacity, etc.

Attach additional pages if more space is required

Signed

Name

Enterprise name

Attach additional pages if more space is required

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

Quantity (hired)

Description, size, capacity, etc.



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SUPPLY, DELIVER AND INSTALL MODULAR/MOBILE CLASSROOMS AND OTHER
MODULAR/MOBILE ACCOMMODATION AT KWADEDANGENDLAL SECONDARY SCHOOL

Evaluation Schedule: Tenderer's Experience

Demonstrated experience of tendering entity with respect to General Building Construction Works		Points allocation to sub criteria	Weighting Factor:
5 completion certificates or practical completion certificates or final completion certificates relevant to the type of the contract indicating the completion of the projects and 5 corresponding appointment letters on client's letter head of similar projects in General Building Construction works	4 completion certificates or practical completion certificates or final completion certificates relevant to the type of the contract indicating the completion of the projects and 4 corresponding appointment letters on client's letter head of similar projects in General Building Construction works	45	45
	3 completion certificates or practical completion certificates or final completion certificates relevant to the type of the contract indicating the completion of the projects and 3 corresponding appointment letters on client's letter head of similar projects in General Building Construction works	36	
	2 completion certificates or practical completion certificates or final completion certificates relevant to the type of the contract indicating the completion of the projects and 2 corresponding appointment letters on client's letter head of similar projects in General Building Construction works	27	
	1 completion certificate or practical completion certificate or final completion certificate relevant to the type of the contract indicating the completion of the project and 1 corresponding appointment letters on client's letter head of similar projects in General Building Construction works	18	
	No completion certificates and corresponding appointment letter	9	
		0	

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

Signed

Name

Position

Enterprise name



TENDER: DID 19/09/2021

SUPPLY, DELIVER AND INSTALL MODULAR/MOBILE CLASSROOMS AND OTHER MODULAR/MOBILE ACCOMMODATION AT KWADEDANGENDLALE SECONDARY SCHOOL

Evaluation Schedule: Experience of Key Staff

Key staff (assigned personnel) in relation to the scope of infrastructure construction works. Attach CV's, copies of qualifications and professional registration (PR).
NB: The Department will verify whether the membership of submitted professionals are active, as inactive members will not be accepted.

Key Staff refers to the following:

- 1 Professionally Registered Civil Engineer - Certified Registration with the Engineering Council of South Africa (ECSA)
- 1 Professionally registered Electrical Engineer – Certified Registration with the Engineering Council of South Africa (ECSA)
- 1 Professionally registered Health and Safety Officer – Professionally Registered with The South African Council for the project and Construction Management Profession (SACPCMP)
- 1 Site Foreman -With qualification in the built environment that meets SAQA requirements (NQF level 4 or higher)

certified copies of qualifications should not be older than 3 months

Key Staff		
Professional Civil Engineer (7 Points)	5 Years or more experience post	7 Points
	4 to less than 5 years' experience post	6 Points
	3 to less than 4 years' experience post	5 Points
	2 to less than 3 years' experience post	4 Points
Professional Electrical Engineer (7 Points)	5 Years or more experience post	7 Points
	4 to less than 5 years' experience post	6 Points
	3 to less than 4 years' experience post	5 Points
	2 to less than 3 years' experience post	4 Points
Professional Health & Safety Officer - Experience as Health and Safety Officer (7 Points)	5 Years or more experience post	7 Points
	4 to less than 5 years' experience post	6 Points
	3 to less than 4 years' experience post	5 Points
	2 to less than 3 years' experience post	4 Points
Site Foreman - Relevant experience as Site Foreman (7 Points)	5 Years or more experience post	7 Points
	4 to less than 5 years' experience post	6 Points
	3 to less than 4 years' experience post	5 Points
	2 to less than 3 years' experience post	4 Points
Points allocation to sub criteria		
Weighting Factor:		35

Tender

Part T2: Returnable Documents

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Returnable Schedules

T2.2

Note: The team must include a Professional Civil Engineer, Professional Electrical Engineer, Professional Health & Safety Officer and Site Foreman. The team will be deemed incomplete if all the three-key staff are not included. Therefore, the bidder will forfeit all points on key staff. Candidate registration of Civil Engineer, Structural Engineer, and Health and Safety Officer will not be considered for evaluation. Points will be forfeited.

• 5 Years or more experience post	7 Points
• 4 to less than 5 years' experience post	6 Points
• 3 to less than 4 years' experience post	5 Points
• 2 to less than 3 years' experience post	4 Points
• 1 to less than 2 years' experience post	3 Points
• Less than 1 year experience post	0 Points

Signed

Name

Enterprise name

Date

Position



TENDER No.:

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SUPPLY, DELIVER AND INSTALL MODULAR/MOBILE CLASSROOMS AND OTHER MODULAR/MOBILE ACCOMMODATION AT KWADEDANGENDLALE SECONDARY SCHOOL

Evaluation Schedule: Project Plan

Project plan with realistic time frames, Key tasks, clear critical path, Sub tasks, Distribution of resources, and cost projections with project duration of 8 weeks or less. NB! The Project Plan should align to the bills of quantities and scope of work.		Comprehensive - all inclusive (It outlines all the tasks, provide the correct sequence of events, all elements/activities are in line with construction phases listed in the Contract Data)		Project plan outlines all the activities in accordance with the phases of the BOQ		5		5 points
				Project plan outlines only some of the activities in accordance with the phases of the BOQ		0		
				Project cost is aligned to project milestones above		5		
				Project cost is not aligned to project milestones above		0		
				Distribution of resources		3 points		
		Appropriate resources allocated to each activity of the project plan above		3		3 points		
		Resource allocation not specified for each activity of the project plan above		0				
		Critical Path		3 points				
		Gant Chart demonstrating the risk mitigation measures from one phase to the next		3				
		No Gant Chart provided. Gant Chart omitting some phases		0				
Project plan aligned to project duration		4 points						
Project plan demonstrating completion within less than the stipulated 8 weeks		4						
Project plan demonstrating completion in the stipulated 8 weeks		2						

20

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

Signed _____
Name _____
Enterprise name _____

Date _____
Position _____

			No project plan attached or project plan exceeding 8 weeks			
			0			



GAUTENG PROVINCE
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Certificate of attendance at clarification meeting

This is to certify that

..... (Enterprise name)

.....
..... (address)
..... was represented by the person(s) named below at the compulsory meeting held for all tenderers at
..... (location)
On (date), starting at hrs

I have made myself familiar with all site conditions likely to influence the work and all aspects that could influence either the cost or the construction of the service.
I further certify that I am satisfied with the description of the work and explanations given at the meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Particulars of person(s) attending the meeting
Name Signature Capacity
Name Signature Capacity
Name Signature Capacity
Attendance of the above person(s) at the meeting is confirmed by the Supply Manager, namely
Name Signature Capacity
Date & Time

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**SUPPLY, DELIVER AND INSTALL MODULAR/MOBILE CLASSROOMS AND OTHER
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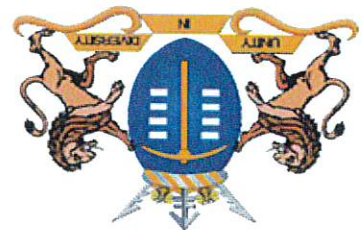
Tax Compliance Status PIN for Tenders

The tenderer is to affix to this page:

A Tax Compliance Status PIN that will grant a third-party access to the bidder's Tax Compliance Status.

Note:

No contract will be awarded to bidder whose tax matters are not in order.



TENDER No.:

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**SUPPLY, DELIVER AND INSTALL MODULAR/MOBILE CLASSROOMS AND OTHER
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Proof of Registration with the CIDB

The tenderer is to affix to this page:

CIDB Certificates or CRS Numbers must be provided

Notes:

1 The Department will verify the validity of the certificate on the CIDB's website.



TENDER No.:

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SUPPLY, DELIVER AND INSTALL MODULAR/MOBILE CLASSROOMS AND OTHER
MODULAR/MOBILE ACCOMMODATION AT KWADEDANGENDLAE SECONDARY SCHOOL

CSD Registration Report / MAAA CSD Registration Number

The tenderer is to affix to this page:

A valid CSD Registration Report

Note:

No contract will not be awarded to bidder who is not registered with CSD



TENDER No.: _____

DID 19/09/2021

**SUPPLY, DELIVER AND INSTALL MODULAR/MOBILE CLASSROOMS AND OTHER
MODULAR/MOBILE ACCOMMODATION AT KWADEDANGENDLALE SECONDARY SCHOOL**

Annual financial Statements that complies with companies act and must not be older than 18 months

The tenderer is to affix to this page:

Annual financial statements not older than eighteen months (18)

Notes:

Failure to submit such statements may result in this tender not being further considered for the award of the contract.



TENDER No.: _____

DID 19/09/2021

SUPPLY, DELIVER AND INSTALL MODULAR/MOBILE CLASSROOMS AND OTHER
MODULAR/MOBILE ACCOMMODATION AT KWADEDANGENDLAL SECONDARY SCHOOL

UIF AND COIDA CERTIFICATES (LETTER OF GOOD STANDING)

The tenderer is to affix to this page:

UIF & COIDA certificates

Notes:

1. The department will verify the validity of the COID certificate and letter of good standing

Notes:

1. Attach registration documents for electrical contractor/installer

Signed:.....
Name:
Enterprise name:

Name of Electrical Supplier:
Address
.....

TENDER No.: DID 19/09/2021
SUPPLY, DELIVER AND INSTALL MODULAR/MOBILE CLASSROOMS AND OTHER PARTICULARS OF ELECTRICAL CONTRACTOR/INSTALLER





TENDER No.:

DID 19/09/2021

SUPPLY, DELIVER AND INSTALL MODULAR/MOBILE CLASSROOMS AND OTHER

PARTICULARS OF SPECIALIST CONTRACTOR/INSTALLER

Name of Specialist Supplier:

Address

.....

Signed:

Name:

Enterprise name:

Notes:

1. Attach registration documents for specialist contractor/installer



TENDER No.: DID 19/09/2021

**SUPPLY, DELIVER AND INSTALL MODULAR/MOBILE CLASSROOMS AND OTHER
MODULAR/MOBILE ACCOMMODATION AT KWADEDANGENDLAL SECONDARY SCHOOL**

Form of Intent to Provide a Performance Bond

Note: The insurer to be either an insurance company duly registered in terms of the Short-Term Insurance Act of 1998 (Act 35 of 1998) or a bank duly registered in terms of the Banks Act of 1990 (Act 94 of 1990).

1 With reference to the tender of

(hereinafter referred to as the "TENDERER" to

**SUPPLY, DELIVER AND INSTALL MODULAR/MOBILE CLASSROOMS AND OTHER MODULAR/MOBILE
ACCOMMODATION AT KWADEDANGENDLAL SECONDARY SCHOOL(hereinafter referred to as the**

"CONTRACT" for the Department of Infrastructure Development: Chief Directorate Education Infrastructure of the Gauteng
Provincial Government.

of the Gauteng Provincial Government, (hereinafter referred to as the "Purchaser" for the tender dated

.....) (R.....)

..... (Amount in word will take precedence in case of discrepancies)
..... (in words)

2 I/We

..... and hereby representing

(hereinafter referred to as the "INSURER" advise that the "INSURER" undertakes to provide a

Performance Bond to the Purchaser to the Purchaser's format included in Part C1.3 of this document

within five (5) working days of the written acceptance by the Purchaser of the Supplier's tender offer.

Thus done and signed at

on

.....
Name of signatory

.....
Capacity of authorised signatory

.....
As witness
for and on behalf of the insurer who
by signature hereof warrants
authorisation hereto



TENDER No.: DID 19/09/2021

**SUPPLY, DELIVER AND INSTALL MODULAR/MOBILE CLASSROOMS AND OTHER
 MODULAR/MOBILE ACCOMMODATION AT KWADEDANGENDLALE SECONDARY
 SCHOOL**

PART C1 : AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

Offer

The Purchaser, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of

**SUPPLY, DELIVER AND INSTALL MODULAR/MOBILE CLASSROOMS AND OTHER MODULAR/MOBILE
 ACCOMMODATION AT KWADEDANGENDLALE SECONDARY SCHOOL**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

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

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

.....
 Rand (in words);
 R
 (in figures). The amount in word will take
 precedence in case of discrepancy

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

Signature(s)
 Name(s)
 Capacity
 for the tenderer
 Name and signature
 of witness
 Dal
 Dal

Acceptance

By signing this part of this form of offer and acceptance, the Purchaser identified below accepts the tenderer's conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the Purchaser and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- | | |
|------------|---|
| Part C1: | Agreements and Contract Data, (which includes this agreement) |
| Part C2: | Pricing Data |
| Part C3: | Scope |
| Part C4: | Site Information |
| Annexures: | |
| A | Particular Occupational Health and Safety Specification |
| B | Indicative duties of the Supply Manager and Purchaser |
| C | Modular/Mobile Units Specifications |
| D | Calculation of Penalties |

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the Purchaser 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.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Purchaser's Supply Manager (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 fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, the Letter of Award or Appointment Letter to be issued by the Purchaser is deviate as contemplated in the schedule of deviations, this agreement comes into effect on the date when the tenderer receives one fully completed copy of the original document, including the schedule of deviations (if any). Unless the tenderer (now Supplier) within five working days of the date of such receipt notifies the Purchaser in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)	.....	Dal	.....
Name(s)	.....		
Capacity	.....		
Purchaser for the	Gauteng Department of Infrastructure Development		
	Corner House		
	Corner Commissioner and Pixley Ka Isaka Seme (Sauer Street)		
	Marshalltown		
	Johannesburg		
Name and	.....		
signature	.....		
of witness	.....	Dal	.....

Schedule of Deviations

1	Subject
---	---------

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 Subject

Details

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

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



TENDER DID 19/09/2021

SUPPLY, DELIVER AND INSTALL MODULAR/MOBILE CLASSROOMS AND OTHER MODULAR/MOBILE ACCOMMODATION AT KWADEDANGENDLALE SECONDARY SCHOOL

C1.2 Contract Data

The Conditions of Contract are the NEC4 Supply Contract (see <https://www.neccontract.com/NEC4-Products/NEC4-Contracts/NEC4-Supply-Contract>) copies of which may be obtained from the South African Institution of Civil Engineering (telephone 011-805 5947) or Engineering Contract Strategies (telephone 011-803 3008).

The NEC4 Supply Contract makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the NEC4 Supply Contract.

Each item of data given below is cross-referenced to the clause in the NEC4 Supply Contract to which it mainly applies.

Part one: Data provided by the Purchaser

Clause	Statements / Data
1	General
	The <i>conditions of contract</i> are the core clauses and the clauses and the following Secondary Option Clauses, indicated below, of the NEC4 Supply Contract (June 2017). Secondary Option Clauses X2 Changes in the law X4 Ultimate holding company guarantee X7 Delay damages X13 Performance Bond X18 Limitation of liability X25 Supplier warranties Z Additional conditions of contract

Tender

Part C1: Agreements and Contract Data

Page 1 of 54

C1.2
 Contract Data

The goods are described in the Scope.	The training of the Purchaser's staff in the operation and maintenance of the modular/mobile accommodation units as are more fully described in the Scope.	The services are	The <i>Purchaser</i> is The Department of Infrastructure Development, Chief Directorate Education Infrastructure of the Gauteng Provincial Government Physical address: Department of Infrastructure Development Chief Directorate Education Infrastructure 15th Floor, Corner House Building Corner Commissioner and Pixley Ka Isaka Seme (Sauer Street) Marshalltown Johannesburg Postal address : Private Bag X83, Marshalltown, 2107 Telephone: Facsimile:	The <i>Supply Manager</i> is Name Address	The Scope is in Part C3: Scope	The <i>language</i> of this contract is English	The <i>law of the contract</i> is the law of the Republic of South Africa subject to the jurisdiction of the courts of South Africa	The <i>period for reply</i> is two weeks, except that: 1) The <i>period for reply</i> for undertaking inspections is 48hrs The following matters will be included in the Early Warning Register: All items that have a cost, time, quality and health and safety influence on the contract Early warning meetings are to be held at as and when notified by either party.	3	Time	The <i>starting date</i> is the date when the <i>Supplier</i> receives a copy of the fully signed contract document.
---------------------------------------	--	------------------	--	--	--------------------------------	---	---	--	---	------	--

		The <i>Supplier</i> is to submit a first programme for acceptance within one (1) week of the starting date.		The <i>Supplier</i> is allowed to bring goods to the Delivery Place in batches in order to meet the Delivery Date.		Quality Management	The period after the Contract Date within which the <i>Supplier</i> is to submit a quality management plan is one (1) week .	The period between Delivery Date and defects date is fifty two (52) weeks .	The defect correction period is two (2) weeks .	The defect access period is two (2) days .	Payment	The currency of the contract is the South African Rand	The assessment interval is four (4) weeks .	The period within which payments is made is five (5) weeks after the assessment date.	The interest rate applicable 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).	6	Compensation events	The value engineering percentage is NO DATA REQUIRED	These are additional compensation events 1) A weather measurement within a calendar month and before the delivery date for the goods and services, the value of which by comparison to the weather data is shown to occur on average less frequently than once in ten years. The place where weather is to be recorded is at the delivery place.
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8	The weather measurements to be recorded for each calendar month are: the cumulative rainfall (mm) the number of days with rainfall more than 10 mm The weather data are the records of past weather measurements for each calendar month which were recorded at a site nearest to that of the <i>delivery place</i> and which are available from the South African Weather Service	Liabilities and insurance	These are additional <i>Purchaser's</i> liabilities	None	The <i>Supplier</i> provides these additional insurances: 1) A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association 2) Insurance against costs incurred by the <i>Supplier</i> under this contract due to an event which stops the <i>Supplier</i> from delivering the goods and/or services and for which neither Part could prevent, and which is not one of the other compensation events stated in the contract.	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>works</i>, <i>Plant and Materials</i> and <i>Equipment</i>) and liability for bodily injury to or death of a person (not an employee of the <i>Supplier</i>) caused by activity in connection with this contract for any one event is R 10,000,000.00 in respect of each claim, without limit to the number of claims	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Supplier</i> arising out of and in the course of their employment in connection with this contract for any one event is R 10,000,000.00	The insurance against loss of or damage to the <i>works</i>, <i>Plant and Materials</i> is to include cover for <i>Plant and Materials</i> provided by the <i>Purchaser</i> for an amount of R 10,000,000.00	9	Termination, resolving and avoiding disputes	The <i>Adjudicator</i> is appointed when a dispute arises	The <i>Adjudicator nominating body</i> is the South African Institution of Civil Engineering	The <i>tribunal</i> is a South African court of law
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10	Data for secondary Option clauses	
X2	Changes in the law	
	No data is required for this Option	
X4	Ultimate Holding Company Guarantee	
	No data is required for this Option	
X7	Delay damages	
X7	Delay damages for Delivery are 22 cents per R100.00 of the offered total of prices exclusive of Value-added Tax per day	
X13	Performance bond	
X13	The amount of the performance bond is seven comma five per cent (7,5%) of the offered total of prices inclusive of value added tax The Supplier submits the performance bond to the Purchaser within two (2) weeks of the date of the letter of award of the tender to the Supplier. Performance bond and guarantees (7.5% of the offer inclusive of VAT) Guarantees required shall not substantially differ from the sample form provided in the contract. Such Forms of Guarantees acceptable shall be: a. Guarantee issued by an insurance company duly registered in terms of the Insurance Act, 2017 or bank duly registered in terms of the Bank Act, 1990; or b. A cash deposit paid in the name of the Purchaser; or c. A payment reduction against the payment certificates. d. Combination of (a) to (c) Note: The Performance Bond and Guarantees should be from a registered financial service provider.	
X18	Limitation of liability	
X18.1	The Supplier's liability to the Purchaser for indirect or consequential loss is unlimited	
X18.2	For any one event, the Supplier's liability to the Purchaser for loss of or damage to the Purchaser's property is unlimited	

X18.3	The <i>Supplier's</i> liability for Defects due to his design which are not listed on the Defects Certificate is unlimited The <i>Supplier's</i> total liability to the <i>Purchaser</i> for all matters arising under or in connection with this contract, other than the excluded matters, is unlimited	X18.5	The end of liability date is 10 years after the Completion of the whole of the works	X25	Suppliers Warranties No data is required for this Option	Z	Additional conditions of contract The following additional clauses and/or amendments to the core or secondary option clauses are added to the conditions of contract	Z1	Clause 13.1 is amended by the addition of the following: Communication by cellphone SMS's is not acceptable	Z2	Clause 61.3 is amended by replacing "eight weeks" with "seven days"	Z3	The following sentence is added to clause 62.3: The <i>Supply Manager</i> does not accept a quotation prior to obtaining approval from the <i>Purchaser</i> .	Z4	Clause 62.6 is amended by replacing the word "acceptance" with the word "rejection" in the last sentence of this clause	Z5	The following sentence is added to clause 64.3: The <i>Supply Manager</i> does not notify the <i>Supplier</i> of his assessment prior to obtaining approval from the <i>Purchaser</i> .	Z6	Clause 64.4 is amended by replacing the word "acceptance" with the word "rejection" in the last sentence of this clause	Z7	Clause 11.2 (6) is amended by adding the following sentence: The work which the <i>Supplier</i> is to do is in Part C3.1 - Scope.	Z8	Clause 41.1 is amended by replacing "tests required by the Scope" to "all tests specified in the Contract other than the Tests after Completion (if any)"
-------	--	-------	--	-----	---	---	--	----	--	----	---	----	--	----	---	----	--	----	---	----	---	----	---

Z9	Clause 41.2 is replaced by "Except as otherwise specified in the Contract, the Supplier shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently. The Supplier shall agree, with the Supervisor, the time and place for the specified testing of any Plant, Materials and other parts of the Scope." Clause 41.3 is amended by adding the following: The Supplier Manager may, vary the location or details of specified tests, or instruct the Supplier to carry out additional tests. If these varied or additional tests show that the tested Plant, Materials or workmanship is not in accordance with the Contract, the cost of carrying out this Variation shall be borne by the Supplier, notwithstanding other provisions of the Contract.	
Z11	Clause 51.2 is amended by adding the following sub-clause: The Supplier submits his valid tax invoice and a Tax Compliance Status PIN one week after receiving a payment certificate from the Supplier Manager in terms of clause 51.1. Where the Supplier does not submit his Tax Compliance Status PIN within the time required: - the period within which payment is made in terms of clause 51.2 and - the time allowed in clause 91.4 are extended by the length of time from the date when the Supplier should have submitted his valid tax invoice and a Tax Compliance Status PIN to the date when he does submit it.	
Z12	X18.1, X18.2, X18.3 and X18.4 is amended by replacing the word "limited" with "unlimited"	
Z13	Clause X13.1 is amended by replacing the wording "four (4) weeks" with the wording "two (2) weeks" and replacing the wording "Contract Date" with "date of the letter of award of the tender to the Supplier"	
Z14	Where Tendered amount is above R30 Million and it is feasible to sub-contract, the supplier must subcontract a minimum of 30% of the contract value to targeted EMEs or QSEs in line with regulation 9 of PPR 2017	
Z15	The following sentence is added to clause 51.1: where the Purchaser's agent issues any certificate that includes any payment in respect of work done or goods supplied by any sub supplier, the supplier is to furnish reasonable proof of payment to sub-supplier. These shall be made available at all reasonable times to all persons concerned with the contract. A monthly report on job creation should be submitted together with claims signed off by the Supplier, Supply Manager and Community Liaison Officer.	

Part two: Data provided by the Supplier

Note: The tendering supplier is advised to read both the NEC4 Supplier Contract (June 2017) and the relevant parts of its Guidance Notes in order to understand the implications of this Data which the tenderer is required to complete.

Clause	Statements / Data
1	General The Supplier is Name Address Telephone: Facsimile:
	The direct fee percentage is 0.05 % Fixed The subcontracted fee percentage is %
	The key people are 1 Name Job Contract Manager Responsibilities Qualifications Experience 2 Name Job Health and Safety Officer Responsibilities Qualifications Experience The following matters will be included in the Early Warning Register:

2	The Supplier's main responsibilities No data is required for this section of the conditions of contract																
3	Time																
	The delivery date for the whole of the works is 8 weeks after the starting date.																
	The programme identified in the Contract Data is in																
	Data for the Schedule of Cost Components																
1 in SCC	The people rates for manufacture and fabrication are <table border="1" style="width: 100%;"> <tr><td>Category</td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td>Unit</td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td>Rate</td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table> The manufacture and fabrication overhead is%	Category						Unit				Rate					
Category																	
Unit																	
Rate																	
5 in SCC	The people rates for design are <table border="1" style="width: 100%;"> <tr><td>Category</td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td>Unit</td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td>Rate</td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table>	Category						Unit				Rate					
Category																	
Unit																	
Rate																	
6 in SCC	The people rates for tests, inspections and commissioning are <table border="1" style="width: 100%;"> <tr><td>Category</td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td>Unit</td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td>Rate</td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table>	Category						Unit				Rate					
Category																	
Unit																	
Rate																	
7 in SCC	The people rates for supply are <table border="1" style="width: 100%;"> <tr><td>Category</td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td>Unit</td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td>Rate</td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table>	Category						Unit				Rate					
Category																	
Unit																	
Rate																	
2 in SCC	The published list of Equipment is the last edition of the list published by the Supplier's Plant Hire Association in their publication Hire SA in Africa (Tel (011) 293 7457) The percentage for adjustment for Equipment in the published list is% (state plus or minus)																

2 in SCC	The rates for other Equipment are		
	Equipment	Size or capacity	Hourly Rate
			
			
			

DID 19/09/2021

TENDER

SUPPLY, DELIVER AND INSTALL MODULAR/MOBILE CLASSROOMS AND OTHER MODULAR/MOBILE ACCOMMODATION AT KWADEDANGENDLALE SECONDARY SCHOOL

C1.3 Performance Bond (for use with Option X13)

Note: This proforma to be reproduced exactly as shown below on the letterhead of the Surety

Gauteng Department of Infrastructure Development:
Corner House
Corner Commissioner and Pixley Ka Isaka Seme (Sauer Street)
Marshalltown
Johannesburg

Date:

Dear Sirs,

With reference to SUPPLY, DELIVER AND INSTALL MODULAR/MOBILE CLASSROOMS AND OTHER MODULAR/MOBILE ACCOMMODATION AT KWADEDANGENDLALE SECONDARY SCHOOL contract made or to be made between:

Gauteng Department of Infrastructure Development:
Chief Directorate Capital Works
15th Floor
Corner Commissioner and Pixley Ka Isaka Seme (Sauer Street)
MARSHALLTOWN

(Insert registered name and address of the Supplier)
(the Supplier), for
Supply of new modular/mobile classroom and other accommodation at
Kwadedangendlale Secondary School
(the Scope).

I/We the undersigned
on behalf of the Surety
of physical address

and duly authorised thereto do hereby bind ourselves as Surety and co-principal debtors in solidum for the due and faithful performance of all the terms and conditions of the Contract by the Supplier and for all losses, damages and expenses that may be suffered or incurred by the Purchaser as a result of non-performance of the Contract by the Supplier, subject to the following conditions:

1 The terms Purchaser, Supplier, Supply Manager, works and Defects Certificate have the meaning as assigned to them by the Conditions of Contract stated in the Contract Data for the aforesaid Contract.

2 We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.

3 The Purchaser has the absolute right to arrange his affairs with the Supplier in any manner which the Purchaser deems fit and without being advised thereof the Surety shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Surety. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the Supplier's obligation shall not affect the validity of this performance bond.

4 This bond will lapse on the earlier of

- the date that the Surety receives a notice from the Supplier stating that the last Defects Certificate has been issued, that all amounts due from the Supplier as certified in terms of the contract have been received by the Purchaser and that the Supplier has fulfilled all his obligations under the Contract, or
- the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the Supplier Manager.

5 Always provided that this bond will not lapse in the event the Surety is notified by the Supplier Manager of the Purchaser's intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.

6 The amount of the bond shall be payable to the Purchaser upon the Purchaser's demand and no later than 7 days following the submission to the Surety of a certificate signed by the Supplier Manager stating the amount of the Purchaser's losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the Purchaser's loss, damage and expense

7 Our total liability hereunder shall not exceed the sum of:

(say) _____

Rand (in words)

R

(in figures)

(amount in word take precedence in case of discrepancies)

8 This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa.

Signed at

on this

day of

200

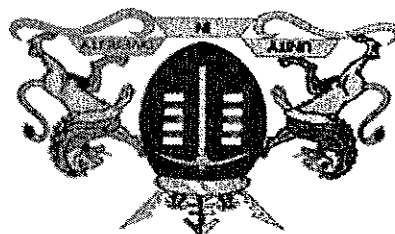
Signature(s)

Name(s) (printed)

Position in Surety company

Signature of Witness(s)

Name(s) (printed)



TENDER DID 19/09/2021

SUPPLY, DELIVER AND INSTALL MODULAR/MOBILE CLASSROOMS AND OTHER
 MODULAR/MOBILE ACCOMMODATION AT KWADEDANGENDLALE SECONDARY
 SCHOOL

PART C2: PRICING DATA

C2.1 Pricing Instructions

1 The Bill of Quantities has been drawn up in accordance with the Model Bill of Quantities based on the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors, 2008. Where applicable the:

- Civil Engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Civil Engineering Works.
- Mechanical Work has been drawn up in accordance with the provisions of the Model Bill of Quantities for Mechanical Work, published by the South African Association of Quantity Surveyors (2008).
- Electrical Work has been drawn up in accordance with the provisions of the Model Bill of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors (2008).

2 The Conditions of Contract are the NEC4 Supply Contract. The additions, deletions and alterations to the NEC4 Engineering and Construction Contract as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bill of Quantities are recited.

3 It will be deemed that prices included in the Bill of Quantities, unless otherwise stated in the Scope of Work, are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).

4 The drawings listed in the Scope of Works used for the setting up of this Bill of Quantities are kept by the Supply Manager and can be viewed at any time during office hours up until the completion of the works.

5 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted. Where any item is not relevant to this specific contract, such item is marked **not applicable**.

7 Unless otherwise stated the description of each item shall be deemed to include manufacturing, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting, waste, patterns, templates, plant, temporary works, return of packings, establishment charges, profit and other obligations arising out of the conditions of contract

8 Unless prescribed the method of execution of the work shall be at the discretion of the supplier

9 All units must have an engineer's certificate certifying their structural soundness, by and structural engineer

SUPPLY, DELIVER AND INSTALL MODULAR/MOBILE CLASSROOMS AND OTHER MODULAR/MOBILE ACCOMMODATION AT KWADADANGENDLALE SECONDARY SCHOOL

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BILL NO 1				
TEMPORARY MODULAR/MOBILE UNITS				
TEMPORARY MODULAR CLASSROOMS				
1 Supply and site mobile modular/prefabricated classrooms of size 8 x 7m each complete with internal electrical wiring and electrical fittings (lights, sockets etc.), fully compliant to health and safety regulations, with minimum specifications as per attached Gauteng Department of Education standard specifications.	No.	26.00	R	-
TEMPORARY MODULAR LIBRARY				
2 Supply and site mobile modular/prefabricated unit of size 16 x 7m each complete with internal electrical wiring and electrical fittings (lights, sockets etc.), fully compliant to health and safety regulations, with minimum specifications as per attached Gauteng Department of Education standard specifications.	No.	1.00	R	-
TEMPORARY MODULAR OFFICE/WORKROOM/STORES				
3 Supply and site mobile modular/prefabricated units of size 6 x 3m each complete with internal electrical wiring and electrical fittings (lights, sockets etc.), fully compliant to health and safety regulations, with minimum specifications as per attached Gauteng Department of Education standard specifications.	No.	4.00	R	-
TEMPORARY MODULAR KITCHEN				
4 Supply and site mobile modular/prefabricated units of size 6 x 3m each complete with internal electrical wiring and electrical fittings (lights, sockets etc.), fully compliant to health and safety regulations, and with minimum specifications as per attached Gauteng Department of Education standard specifications.	No.	1.00	R	-
TEMPORARY MODULAR TUCKSHOP				
5 Supply and site mobile modular/prefabricated units of size 6 x 3m each complete with internal electrical wiring and electrical fittings (lights, sockets etc.), fully compliant to health and safety regulations, and with minimum specifications as per attached Gauteng Department of Education standard specifications.	No.	2.00	R	-
TEMPORARY MODULAR ABLUTIONS (FEMALE)				
6 Supply and site mobile modular/prefabricated female ablution units with 6 WC pans and 3 WHBs each, complete with internal electrical wiring and electrical fittings (lights, sockets etc.), and internal plumbing with sanitary fittings, fully compliant with health and safety regulations and the Gauteng Department of Education specifications attached.	No.	5.00	R	-
TEMPORARY MODULAR ABLUTIONS (MALE)				
7 Supply and site mobile modular/prefabricated male ablution units to provide 4 WC pans, 2 urinals and 3 WHBs each, complete with internal electrical wiring and electrical fittings (lights, sockets etc.), and internal plumbing with sanitary fittings, fully compliant with health and safety regulations and the Gauteng Department of Education specifications attached.	No.	5.00	R	-
RE-SITING OF UNITS				
8 Moving and re-siting of mobile unit to new position	No.	12.00	R	-
Bill No 1: Carried forward to Final Summary				
				R

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BILL NO 2				
TEMPORARY SERVICES				
* All temporary services to be designed and installed by the tenderer. * All services must be signed off by an engineer certifying compliance and correctness. Note to tenderer:				
WATER RETICULATION 1 Design and build of temporary water reticulation system to mobile units, total length approximate 110m including all necessary excavations, valves, meters, testing etc. and connecting to the existing internal water reticulation on site. All works should conform to the relevant SANS 1200 standards and specifications				
SEWER DRAINAGE 2 Design and build of temporary sewer drainage system to mobile units, total length approximate 100m including all necessary excavations, manholes, rodding eyes, testing etc. and connecting to the existing internal sewer reticulation on site. All works should conform to the relevant SANS 1200 standards and specifications				
ELECTRICAL WORKS 3 Design, supply and install complete electrical distribution to all units including necessary kiosks, approximate 240m main supply etc.				
Bill No 2: Carried forward to Final Summary				
FINAL SUMMARY 1 TEMPORARY MODULAR/MOBILE UNITS 2 TEMPORARY SERVICES Sub Total 15% Value Added Tax (VAT) Total Including VAT (Carried to Form of Offer and Acceptance)				



TENDER

DID 19/09/2021

SUPPLY, DELIVER AND INSTALL MODULAR/MOBILE CLASSROOMS AND OTHER MODULAR/MOBILE ACCOMMODATION AT KWADEDANGENDLALE SECONDARY SCHOOL

PART C3 : SCOPE OF WORK

C3.1 Scope

1 DESCRIPTION OF THE GOODS & SERVICES

1.1

Purchaser's objectives

To provide emergency modular/mobile classrooms and other accommodation at Kwadedangendlale Secondary School, including related services.

1.2

Overview of the goods and services

The supply of the goods comprise the design, fabrication, supply, delivery, siting, of modular/mobile classrooms, library, ablutions, stores, staff rooms, tuck shop units, and kitchen unit. The delivery and siting will take place at an existing fully operational school. This shall also include the training of the Purchaser's staff in the operation and maintenance of the units.

The supply of the goods shall also include temporary connection of the units to the schools electrical supply, and connection of the ablutions, kitchen, tuck shop to the schools water and sewer system.

1.3

Extent of the goods and services

The extent of the goods and services comprises the design, fabrication, supply, delivery, meaning transport to the Delivery Place, and siting, including all necessary ground preparations on which the units are to be sited, of modular/mobile classrooms, library, offices, kitchen, tuck shops and ablutions units. The services also comprise the provision of temporary electricity to all the units, and plumbing and drainage to the ablutions, kitchen and tuck shops. This shall also include the training of the Purchaser's staff in the operation and maintenance of the units.

No fabrication of the units will be allowed at the Delivery Place.

The Supplier will be required to obtain the necessary approvals for temporary accommodation for the units from the local authority.

1.4

Delivery Place

KWADEDANGENDLALE SECONDARY SCHOOL

1240 Bhedia Street,

Zola North, Soweto, Gauteng

Portion 12 of farm Duncanville 598 (Q) Johannesburg, Gauteng

Coordinates: 26°14'44.60"S Latitude 27°50'39.70"E Longitude

Supplier's Design

The Supplier shall be responsible for all the designs. This shall include but not limited to the modular/mobile units, the ground preparations, and the temporary electrical, water and sewerage connections on site.

Design of the goods and services..... Supplier

Temporary services connection of the goods on site..... Supplier

Preparation of as-built drawings of the goods and services Supplier

Within two weeks of the starting date, the Supplier shall submit to the Supply Manager a full set of design drawings signed off by appropriately registered person, for the approval of the Supply Manager. Details of the appropriate registered person shall be included in the submission.

Purchaser's design

The Purchaser will not be responsible for any design, other than to provide the specifications as included in annexure C to which the Supplier is to design, manufacture, supply, deliver and install to, including the siting layout.

Drawings

The following drawings are included for the information of the Supplier as annexure E.

Drawing number	Title
978-S1-A000-001-TD5	Site Plan
978-S1-A700-006-TD6	Mobile Units Window Schedule

SUPPLY REQUIREMENTS

Goods and Services Requirements

The goods shall be transported to the Delivery Place

The Tenderer must study the specifications and all other documentation included in this tender or referenced in this tender and familiarise themselves with them before pricing the Bills of Quantities. All prices inserted in the Bills of Quantities shall be deemed to cover all costs and charges that may be considered necessary by the Tenderer for the carrying out and observance of the provision of the goods and services being tendered. No extras arising out of their failure to do so will be entertained.

Applicable SANS Standards

The National Building Regulations

The Supplier shall ensure that a master installation electrician is responsible and certifies any electrical work. Certificate of Compliance to be issued as required for all electrical work.

Applicable National and International Standards

National Water Act (Act 36 of 1998)

National Environmental Management Act (Act 107 of 1998)

Guidelines for human settlement planning and design (Red book)

Act 85 of 1993: Occupational Health and Safety Act

3.1.3	Particular/Generic Specifications	Modular Classrooms and Toilet Blocks in Various Gauteng Schools attached as annexure C
		In addition to the specifications given in the "Modular Classrooms and Toilet Blocks in Various Gauteng Schools", the units earmarked for kitchen and tuck shop shall have one wash hand basin each, and connected to the schools water and sewer network as is the case with the ablution units.
		A gas line entry point should be provided for the kitchen unit.
3.1.4	Certification by recognised bodies	None specified.
3.1.5	Agreement certificates	No alternative material shall be accepted for use in the supply of the goods.
3.2	Plant and materials	
3.2.1	Plant and materials supplied by the Purchaser	All materials for the supply of the goods shall be supplied by the Supplier and is expected to comply with relevant specifications as provided by the Purchaser or better except where otherwise agreed to by the Supply Manager.
3.2.2	Materials, samples and shop drawings	Samples of materials The Supplier shall furnish samples of materials and specimens of finishes as may be called for by the Supply Manager for his approval Workmanship samples The Supply Manager may instruct the Supplier to furnish samples of workmanship for his approval. Where the Supply Manager requires an assembly of various elements of the building or installation which is not incorporated in the supply of the goods, the Supplier shall arrange such an assembly at the Purchaser's expense and the contract value shall be adjusted accordingly Shop Only shop drawings and samples submitted for approval by the Supplier shall be considered by the Supply Manager. The Supply Manager's approval of shop drawings or samples shall be limited to checking for general conformity with design and specification and shall not alter the design responsibilities in terms of the agreement. Where shop drawings are called for. <i>The Supplier shall:</i> • Prepare, or ensure that a subSupplier, manufacturer, supplier or distributor prepares shop drawings at their own expense • Submit sufficient copies of shop drawings to the Supply Manager for approval • Allow the Supply Manager reasonable time to approve shop drawings • Keep a record of all shop drawings submitted to the Supply Manager • Ensure that shop drawings conform to the dimensions of built work • Submit sufficient copies of the approved shop drawings to the Supply Manager for his use and for use on the supply of the goods • Ensure that work is not executed from shop drawings that have not been approved by the Supply Manager

The Supply Manager shall:

- Check the shop drawings submitted by the Supplier timeously
- Advise the Supplier where shop drawings are approved or are to be resubmitted

3.2.3

Instruction manuals and guarantees

The Supplier shall hand over to the Supply Manager any operating and instruction manuals, data, product guarantees or instructions required by the Supply Manager or provided by the manufacturers, suppliers or subSuppliers

Operating and instruction manuals are to be submitted to the following Purchaser's required format and manner:

- One master manual which contains all original certificates

- Three copies of the master manual

3.2.4

Training staff of the Purchaser

The Supplier shall train all relevant staff of the Purchaser in the safe operating procedures of the starting up, maintaining and shutting down of equipment supplied, all to the approval of the Supply Manager.

3.3

Construction equipment

3.3.1

Requirements for equipment

All equipment to be supplied by the Supplier will comply with the relevant standard specification as provided for by the Purchaser.

3.3.2

Equipment provided by the Purchaser

Any tools, test equipment, cables, connectors and devices needed for installation, testing and commissioning shall be provided by the Supplier. The Supplier shall supply any special tools and test equipment required for installation, commission and maintenance. Test and quality sheets are to be supplied to the Supply Manager by the Supplier prior to commencement of commissioning of the work.

3.4

Existing services

3.4.1

Known services

As a guide only the Supply Manager will provide the Supplier with survey drawings showing various known existing underground services for his information. The Supplier shall take the necessary precaution to ensure that the existing services are not damaged.

Test holes to locate services shall be excavated at least two weeks ahead of construction in order to allow time for alterations to services or amendments to the design of supply of the goods. Once the services have been located the test holes are to be backfilled.

The Supplier is to notify the Supply Manager immediately when services are exposed for the Supply Manager to coordinate the survey. All services proved will be surveyed in detail, i.e. Pipes- Top of pipe, pipe diameter, pipe type and pipe fittings

The Supplier is required to liaise with the Supply Manager and establish as accurately as possible, the location of various existing services situated within the supply of the goods area and record all such information on a suitable "marked up drawings" for reference at all times

The cost of locating and protecting, if necessary, services shall be deemed to have been included in the price offered by the Supplier.

3.4.2

Dimensional accuracy

The Supplier shall within 1 weeks of the starting date check the existing levels, lines, profiles and the like affecting the supply of the goods and satisfy himself as to the dimensional accuracy of work previously executed. The Supplier shall forthwith notify the Supply Manager of any discrepancies, propose corrective measures and seek approval of the corrective measures from the Supply Manager.

3.4.3	Treatment of existing services	Where existing services run under or in close proximity to modular/mobile position, the Supplier must consult the Supply Manager before diverting or relocating such services or the position.
3.4.4	Use of detection equipment for the location of underground services	The Supplier is to provide at his own cost appropriate detection equipment for the detection and location of underground services.
3.4.5	Damage to services	The Supplier shall consult the Supply Manager prior to undertaking any excavation work. The Supplier must thereafter exercise due care and attention in carrying out the agreed excavation work as may be directed by the Supply Manager to avoid damage or disruption to existing services. The Supplier shall be liable for claims arising out of any damage caused by such excavation if the Supplier fails to exercise the required care and attention in carrying out the excavation. The Supplier shall, before commencement of any work, ascertain from the Supply Manager whether any live overhead or underground electrical cables are affected by the supply of the goods and he shall ensure that all precautionary measures required by the Supply Manager are strictly observed. Should any services be damaged by the Supplier during any of the Delivery Place related activities, the Supplier must immediately notify the Supply Manager. The Supplier is to submit a plan and/or method statement on how the services will be repaired and/or replaced which must be approved by the Supply Manager. The cost of the repair/replacement will be to the Supplier.
3.4.6	Reinstatement of services and structures damaged during construction	Should any services be damaged during the execution of this contract, or any other Delivery Place related activities, the Supplier must immediately notify the Supply Manager. The Supplier is to submit a plan and/or method statement on how the services will be repaired and/or replaced which must be approved by the Supply Manager. The Supplier will be liable for damages as well as any delays to any known services that arises out of his negligence and failure to apply due care and attention in executing this contract.
3.5	Supplier's Delivery Place establishment	
3.5.1	Services and facilities provided by the Purchaser	The Purchaser shall not provide any facilities to the Supplier. However the Purchaser shall make available the Delivery Place where the Supplier may establish their facilities for the execution of this Contract, free of charge to the Supplier for the duration of the Contract. The location of the Delivery Place is as described in the Delivery Place Information. All facilities as required by the Supplier will be to the account of the Supplier. The Supplier is however reminded of the restricted Delivery Place space for the establishment of their facilities. The Supplier shall ensure that the Delivery Place establishment is compliant with the relevant safety regulation and restrictions, is accepted by the Supply Manager, clearly sign posted and has a suitable security fence and lighting.
	Ablution facilities	The Supplier is to provide their own ablution facilities when on Delivery Place and shall maintain such facilities in a thoroughly clean and tidy condition at all times.
3.5.2	Facilities to be provided by the Supplier for the Supply Manager	None
3.5.3	Storage and laboratory facilities	The Supplier shall provide, maintain and remove on completion of the supply of the goods sheds for the proper storage of materials and for use by the Supplier's workers.

3.5.4	Other facilities and services	Water and Electricity	The Supplier shall lay his own temporary water and electrical power reticulation and make the necessary connection to the existing water and electrical power on Delivery Place, with a metering device installed. The Supplier is to make his own arrangements for the distribution of electrical power for his use. The Purchaser will not be responsible for any claims whatsoever brought about by any disruptions or fluctuation in the supply of electrical power to the Supplier. The Purchaser does not warrant that any water or electricity supply that may exist is adequate for the proper execution of the supply of the goods. Where such supply is inadequate, the Supplier shall provide an adequate supply at the Supplier's own expense	Telecommunication facilities	The Supplier can provide the telecommunication facilities on Delivery Place at their own cost.	Security	The Purchaser shall not be responsible for any damage and/or losses to the goods or the Suppliers property, plant, equipment etc, and the Supplier is to provide its own security for all items on Delivery Place at all times. In this regard, it is to be noted that the Purchaser has security on Delivery Place for its property and equipment, and the Supplier's security will be expected to liaise closely with the Purchaser's security. The responsibility of the Supplier to provide such security shall only end after the Delivery Date. Should the Suppliers plant, equipment, property etc still be on Delivery Place after the Delivery date, such security of the Suppliers plant, equipment, property etc, shall remain the responsibility of the supplier.	Compliance with manufacturer's instructions	The Supplier shall take delivery of, handle, store, use, apply and fix all products in strict accordance with the manufacturer's instructions.	Reinstatement of Delivery Place and removal of temporary facilities	Wherever the Supplier provides facilities all items of Equipment, involving inter alia office, accommodation, ablution, etc, within the working areas, the Supplier will make good and provide full reinstatement to the land and its surrounding areas to its original state, upon dismantling of such facilities and items of Equipment.	Upon completion, and within one week of the date of acceptance of the supply of the goods, the Supplier shall completely remove from the Delivery Place and working areas all his Equipment, including the foundations of any structure, belonging to the Supplier, and leaves the Delivery Place and working areas in a tidy condition to the satisfaction of the Supply Manager.	Protection/isolation of existing/sectionally occupied supply of the goods	The Supplier shall provide all temporary measures to protect/isolate the existing and/or sections of the occupied supply of the goods and remove such measures on completion.	Advertising rights	The Supplier shall obtain permission and approval of the Purchaser before erecting any notice boards or using the details of the contract in any advertising manner.	Notice boards	N/A	3.5.7	Notice before covering work	The Supplier shall give adequate notice to the Supply Manager whenever any work or material which is subject to inspection or remeasurement is to be covered or concealed in any way. In default of such a notice being received timeously by the Supply Manager such work shall be exposed and later made good at the Supplier's expense.	3.5.8
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3.6	Delivery Place usage	The Supplier shall ensure that the working areas are properly barricaded as per requirements since the construction Delivery Place is adjacent to an operational clinic. The Supplier is specifically excluded from entering the Purchaser's operational areas which are adjacent to the Delivery Place and working areas, unless where necessary and with permission from the Supply Manager. The Supplier shall ensure the safe passage of the Supplier's traffic to and around the Delivery Place and working areas at all times that including providing flag men, protective barriers, signage, etc. for protection, direction and control of traffic where necessary The Supplier shall ensure that all his staff, labour and Equipment remain within his allocated and barricaded construction area. The Supplier ensures that any of his staff, labour and Equipment moving outside of his allocated Delivery Place and working areas do not obstruct the operational areas. All access routes will be allocated and coordinated by the Supply Manager All the Supplier's staff and labour working within the construction area shall comply with the project Delivery Place specific safety plan and shall be equipped with all necessary PPE as well as high visibility apparel.
3.7	Permits and way leaves	The Supplier will be responsible for obtaining existing services information from the Council, road reserves from various services providers and compile the complete set. The Supplier will then apply for any wayleave or permits required for the supply of the goods. As the wayleave applicant, the Supplier is reminded of the obligation to provide notices to the relevant authorities or organisations with regards to commencement of any activities related to the wayleaves or permits.
3.8	Inspection of adjoining properties	Where applicable, before commencing with the supply of the goods the Supply Manager and Supplier shall arrange with the owners of adjacent buildings and properties and representatives of local authorities to inspect, among others, the buildings, structures, paving, kerbs, channels and fences. The Supplier shall record all conditions that could affect and copy the Supply Manager accordingly. The Supplier shall pay particular attention to cracks, defects and existing levels related to structures, paving, kerbs, channels and fences, which later could be claimed to have been caused or disturbed by the supply of the goods. Where instructed by the Supply Manager, levels and photographs shall be taken by the Supplier and the cost thereof shall be for the Purchaser's account. Certified copies shall be lodged with the Supply Manager.
4	MANAGEMENT	Management of the supply of the goods
4.1	Planning and programming	The Supplier shall submit within the period stated in the Contract Data a suitable and realistic construction programme for the consideration of the Engineer. The programme shall be in Microsoft Project and shall include the following details:
		• A work breakdown structure, identifying the major activity groups • For each activity group further details shall be provided with regard to the scheduled start and end dates of individual activities • The linkages between activities shall be clearly indicated and the logical network upon which the programme is based should be separately submitted to the engineer if requested. Any constraints shall be classified as being time-related or resource-related. • The critical path(s) shall be clearly indicated and floats on non-critical activities shall be shown.

- The Supplier shall indicate the working hours per day, night, week and month allowed for in the programme
- Where relevant the Supplier shall state the production rates for key activities, e.g. manufacture of the goods per day/week as the case might be, etc.

If the programme has to be revised by reason of the Supplier falling behind his programme, he shall produce a revised programme showing how he intends to regain lost time in order to ensure completion of the supply of the goods within the time for completion as defined in the NEC or any granted extension of time. Any proposal to increase the tempo of work shall be accompanied by positive steps to increase production by providing more labour and plant on Delivery Place, or by using the available labour and plant on Delivery Place in a more efficient manner.

4.1.4

Sequence of the supply of the goods

The supply of the goods are to be executed so as to comply with the accepted and approved programme, any deviation and/or changes to the programme must be preapproved by the Supply Manager.

4.1.5

Methods and procedures

Working hours

The normal working hours shall be from 7am to 5pm unless otherwise approved by the Supply Manager. The Supplier's attention is particularly drawn to the fact that the Delivery Place is an active operational school and as such work with excessive noise and dust pollution, such as demolitions, may be restricted to after school hours from 14h00. The Supplier to allow for this in their programming.

People restriction on Delivery Place, conduct and records

The Supplier is to keep daily records of all persons working on the Delivery Place and working areas access to which must be available to the Supply Manager at all reasonable times.

Title to material from demolition and excavation

The Supplier has no title in the material arising from excavation and demolition in the performance of the supply of the goods. Title to such materials remains with the Purchaser. The Supply Manager shall instruct the Supplier how to label, set aside and/or dispose of such materials for the benefit of the Purchaser.

All excess material shall be cart away to an approved dumping Delivery Place to be identified by the Supplier. The Supplier is to allow for everything necessary to load, haul, tip, spread and compact if necessary. Spoiling on Delivery Place shall not be permitted unless specific authority is obtained in writing. The Supplier shall provide written confirmation that permission has been obtained from the operator/owner of the spoil Delivery Place, regarding the spoiling of the material has been met.

Progress photographs

The Supplier will take daily progress photographs access to which must be available to the Project Manager at all reasonable times.

Control of noise, dust and waste

Before moving Equipment onto the Delivery Place and working areas and commencing operations, the Supplier shall submit the proposed method of construction which demonstrates measures to be taken to avoid and/or reduce nuisance arising from dust, noise and vibration for acceptance by the Supply Manager.

4.1.6

Quality plans and control

A proposed inspection, test and quality plan based on ISO 9000 standards, indicating the main activity/material control, must be provided with the tender.

The Tenderer shall provide a proposed acceptance test procedure in his tender for all systems and subsystems.

4.1.7	Environment	The Supplier shall comply with all applicable environmental regulations. The Supplier shall identify the potential environmental impacts that may occur as a result of his/her activities and accordingly prepare separate Method Statements describing how each of these impacts will be prevented or managed so that the standards set out in this document are achieved. The Supplier shall establish his construction camps, offices, supply of the good, shops, staff accommodation and any other facilities on the Delivery Place in a manner that does not adversely affect the environment. These facilities must not be Delivery Placed in close proximity to sensitive areas. The Supplier shall ensure that existing trees are protected as necessary. Care to be taken that to minimize the dust nuisance, noise levels, pollution of streams, and inconvenience to, or interference with the public or others arising out of the execution of the supply of the goods. Where the supply of the goods require accommodation of traffic on public roads, the Supplier shall provide the following as required; • Appropriate notice and approval from the responsible road authority. • Traffic-control devices such as flagmen, STOP and GO signs, traffic signals • Statutory permanent and temporary road signs and barricades. • Channelization devices and barricades including delineators, cones, road studs, road marking, etc. • Barriers such as New Jersey, plastic movable barriers, etc. • Warning Devices on plant and construction vehicles. • Road markings.
4.1.8	Accommodation of traffic on public roads occupied by the Supplier	No other suppliers will be employed on Delivery Place other than the Supplier. Should the Purchaser hire another supplier who is not party to this contract, the Supplier will be duly notified. However the Supplier takes full responsibility for all his sub-Suppliers. All communication and requests for information regarding the supply of the goods shall only be through the Supplier.
4.1.9	Other Suppliers	The Supplier is to invite the Supply Manager to inspect the goods for snagging on identified defects at the Delivery Place. Any defects must be corrected according to the Supply Manager's snag list. Upon completion of the snag items the Supply Manager must be called to Delivery Place for a final inspection. The Supplier is to refer to the attached specifications for Mechanical and Electrical work for testing relating thereto. Testing of plant and equipment The Supplier shall provide all necessary test apparatus including ladders, scaffolding, tools, lighting, etc. as may be necessary for inspection, examining and testing materials, workmanship and performance of any of the goods. The Supplier shall execute maintenance for the following services from completion until the defects date. Maintenance shall include for the replacement or repair of all components.
4.1.10	Testing, completion, commissioning and correction of defects	All sampling and testing methods shall be conducted in accordance with the relevant South African National Standards (SANS).

- Company name and logo
- Employees name and ID
- Date of issue and period of validity
- Company details (Telephone Number, Fax and email address)

All the Supplier's staff, workmen and sub Suppliers will be required to have access permits to a standard acceptable by the Supply Manager to ensure ease of movement into and out of the work areas. The following minimum information shall be included:

4.1.15 Permits

In addition to this the Supplier shall provide an A4 size triplicate book to act as a Delivery Place instruction book. The Supplier Manager shall retain the original and the Supplier shall retain the first copy of each sheet. The second copy of each completed sheet shall be left in the Delivery Place Supervision book. Only the Supply Manager and/or delegated representative will have the authority to issue Delivery Place instruction to the Supplier.

The Supplier shall provide an A4 triplicate book to be used as a Daily Diary book for the duration of the contract. The Supplier Manager shall retain the original sheet and the Supplier shall retain the first copy of each sheet. The second copy of each completed sheet shall be left in the Daily Diary Book. The diary shall be completed on a daily basis. The Supplier shall submit a format of the daily Delivery Place diary to be approved by the Supply Manager, during the first Delivery Place meeting.

4.1.14 Daily records

The Supplier shall keep on Delivery Place a set of minutes of all Delivery Place meetings, daily records of resources (people and equipment employed), a Delivery Place instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

The Supplier Manager and the Supplier shall hold meetings relating to the progress of the supply of the goods at regular intervals and at other such times as may be necessary. The Supplier shall attend all Delivery Place meetings and shall ensure that all persons under his jurisdiction are notified timeously of all Delivery Place meetings should the Supply Manager require their attendance at such meetings.

Delivery Place Meetings and Procedures

4.1.13 Management meetings

The Supplier shall submit an organogram indicating all key personnel involved in this contract as well as their telephone or cell phone numbers. This information should be available within 2 (two) weeks after the award of the contract.

4.1.12 Key personnel

No pro formas will be issued by the Purchaser. However, the Supplier is to ensure that all communication complies with the contractual requirements including but not limited to the NEC, scope of work, etc.

4.1.11 Format of communications

- Attend to all call outs with due diligence
- Prove vandalised breakages
- Submit a price for repairs to the agent
- Effect repairs on receipt of instruction
- Record all work performed in a logbook

The Supplier shall:

Vandalism

- Visit the installation at least once per month

The Supplier shall:

Preventative Maintenance

4.2 HEALTH AND SAFETY

4.2.1 Health and safety requirements

The Supplier shall be responsible for compliance with the requirements of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993, as a principal Supplier and shall manage the health and safety aspects of the supply of the goods.

The abovementioned generic standard makes several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

The Supplier shall within one week of the starting date and prior to commencing with the supply of the goods, submit to the Supply Manager for approval a suitable and sufficiently documented health and safety plan, based on this specification and the risk assessment that is conducted. No access to the Delivery Place will be allowed to the Supplier without the documented health and safety plan being submitted to and approved by the Supply Manager.

4.2.2 Protection of the public

All work areas to be barricaded with signage and inspected on a daily basis. Excavations to be hard barricaded with signage, inspected on a daily basis and findings to be logged in a register by a competent person. Appointed OHS officer to inspect all work areas and log all findings in a register. Fencing to be erected around Delivery Place and access to be controlled by a security company with a visitors register. Refer to clause on traffic accommodation for traffic accommodation.

4.2.3 Barricades and lighting

Fencing to be erected around Delivery Place and access to be controlled by a security company with a visitors register. Excavations to be hard barricaded with signage. Excavations outside Delivery Place work area to have flashing warning lights. Authorised inspection authority to do a LUX inspection of the work area to determine needed lighting.

4.2.4 Traffic control on roads

All traffic accommodation to be done in accordance with the National Road Traffic Act and Signage to be erected as per SARTSM Vol2 Chapter 13. Competent OHS officer to be appointed with a minimum of 3 years traffic accommodation experience. Traffic accommodation to be inspected daily and findings to be logged in a register. Traffic accommodation to be inspected at every end of Delivery Place with photographic evidence. Flagman to be formally trained and appointed. Supplier to compile and submit a Traffic Accommodation Plan/ Method Statement to the Supply Manager for approval 14 days prior to first deliveries.

4.2.5 Measures against disease and epidemics

Medical surveillance to be done on all employees comprising of entry medical before starting any activity on Delivery Place, once yearly and final on contract completion. Medical certificates to be kept for a minimum of 40 years. Where employees are exposed to raw sewage and or medical waste they are to undergo biological monitoring as defined in Occupation Health and Safety Act.

4.2.6 Aids awareness

The Supplier as an obligation of the contract is required to promote HIV/AIDS awareness in accordance with requirements of SANS 1921-6

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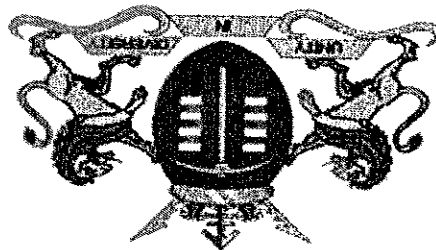
Expanded Public Works Programme and labour intensive Methodologies

The Expanded Public Works Programme is a government initiative intended to provide as much employment as possible on projects, and more so to the communities within the catchment area of a project, through the use of labour intensive methodologies. However, due to the short term of this project, this shall not be applicable to this project, but the Supplier is encouraged to use as much of the local labour as possible.

6

Annexures

- A Particular Occupational Health and Safety Specification
- B Indicative duties of the Supply Manager and Purchaser
- C Specifications for Modular/Mobile Structures for Schools



TENDER DID 19/09/2021

SUPPLY, DELIVER AND INSTALL MODULAR/MOBILE CLASSROOMS AND OTHER MODULAR/MOBILE ACCOMMODATION AT KWADEDANGENDLALE SECONDARY SCHOOL

PART C4 : SITE INFORMATION

Part C4.1 Delivery Place (Site) Information

C4.1

THE DELIVERY PLACE (SITE)

KWADEDANGENDLALE SECONDARY SCHOOL
 1240 Bhedia Street, Zola North, Soweto GPS Coordinates: 26 14' 4.6"S, 27 50'39.7"E

C4.2

WORK AREA

The site of the Delivery Place is very restricted in terms of space. The Purchaser may only be in a position to make a limited area available, free of charge, to the Supplier if the Supplier so wishes to have an area set aside for offices and storage during installation. The location of the area will be pointed out by the Supply Manager at the site clarification meeting. The Supplier shall submit a site layout plan indicating the proposed working areas, storage, stock piling area, amongst others for approval by the Supply Manager before establishing on site.

The intended area for the siting of the units is largely occupied by other modular/mobile units which are earmarked for replacement by the units procured under this contract. Consequently, the Supplier need take note of the fact that Others will be removing their goods at the same time.

C4.3

ACCESS

The Delivery Place is within a built up area serviced by the paved Bhedia Road. This is the main access point used by the school.
 Access into the Delivery Place along Bhedia Street will remain restricted because it is the main access being used by the school. This access can however be made available after school hours at 14h30 during school days, and at all other times during holidays, and weekends.

Tender

Part C4: Site Information

Page 1 of 2

C4.1
 Site Information

GENERAL

The Supplier take note of the narrow public access roads to the site of the Delivery Place. Furthermore, the Supplier may have to create their own access at the back of the school. The land at the back of the school from which access can be gained is owned by the Purchaser, and no special permission will be required. However, permission from the Johannesburg Roads Agency may be required for the temporary 'junction' created to access the site from that end. The Supplier will be responsible for any permissions that may be required in this regard. The Supplier is also alerted to the fact that a short stretch of this access close to the school boundary does tend to flood when it rains.

Water Supply

The Delivery Place is connected to the municipal water supply network, but the water pressures are relatively low.

Sewer Connection

The Delivery Place is connected to the municipal sewer network.

Power Supply

The Delivery Place is supplied with a 100A 3 phase Eskom electricity supply.

Existing services

As alluded to in the Scope, in the absence of as-built drawings of the existing facility, the location of underground and embedded services is not known. The tenderer is therefore required to allow in their pricing for the detection of services so as to ensure that they do not damage such existing underground or embedded services during the course of undertaking their work. The price for such detection will be deemed to have been included in the tenderers prices.

Restrictions on site

As already alluded to, the Delivery Place is quite congested, as is clearly evident from the site plan attached to this tender. Whilst there are no other known areas of physical restrictions on site, note should be taken again of the fact that this is a working school environment whereby normal school activities will be going on during the term of the delivery and installatio, and this will have to be taken into account by the Supplier in their delivery programme.

ANNEXURE A: PARTICULAR HEALTH & SAFETY SPECIFICATIONS

SUPPLY, DELIVER AND INSTALL MODULAR/MOBILE CLASSROOMS AND OTHER
MODULAR/MOBILE ACCOMMODATION AT KWADEDANGENDLAL SECONDARY SCHOOL

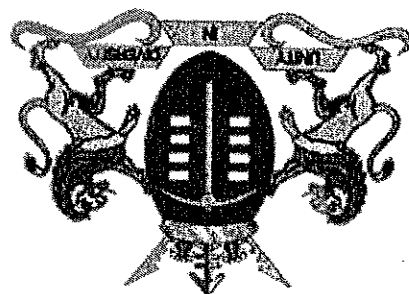
FOR PROCUREMENT DOCUMENTS

Tender No.: DID 19/09/2021

DEPARTMENT OF INFRASTRUCTURE DEVELOPMENT:
CHIEF DIRECTORATE - EDUCATION INFRASTRUCTURE

GAUTENG PROVINCE
INFRASTRUCTURE DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

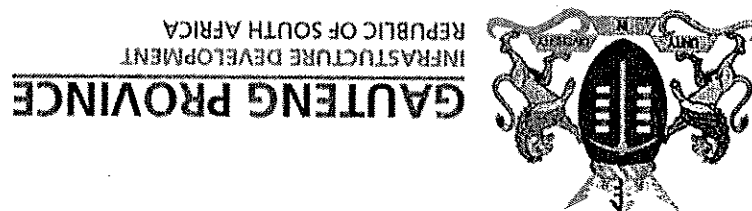
EXPANDED PUBLIC WORKS PROGRAMME



ANNEXURE A: HEALTH & SAFETY SPECIFICATIONS

**TENDER FOR SUPPLY, DELIVER AND INSTALL
MODULAR/MOBILE CLASSROOMS AND OTHER
MODULAR/MOBILE ACCOMMODATION AT
KWADEDANGENDLALE SECONDARY SCHOOL**

**DEPARTMENT OF INFRASTRUCTURE DEVELOPMENT
CHIEF DIRECTORATE - EDUCATION INFRASTRUCTURE**





Project: Kwadadangendiale Secondary School for the Installation of Mobile Accommodation – Baseline Risk Assessment



Baseline Hazard Identification Risk Assessment

Task	Hazards	Source	Freq	Consequence	Extend of Exposure				Control Measures
					F	C	L	R/S	
Access control	Incompetent Security personnel Unauthorised access Contact with community members Inadvertent access	Lack of knowledge, poor planning and poor supervision	Hrs/d ay	Material loss/stolen Abduction, assault, Employees attacked at work	10	5	8	400	Place competent security personnel Stick and comply with the security policies of Kwadadangendiale Secondary School.
Working on sun	Person over exposed to sun	Lack of knowledge, lack of warning, Inadequate barriers, human error	Hrs/d ay	Injury, possible Fatal	10	3	5	150	Provide personnel with information on skin cancer and preventative measures (Sun Block)
Delivery of mobiles	Dropping equipment off-loading, physical injury, slipping and falling, potential exposure to hazardous products	Lack of knowledge, lack of warning	hours /day	Death, injury, fatal possibility	2	4	8	64	Personal protective equipment, gloves safety shoes and helmets must be provided. Proper delivery equipment, forklifts, there must be a located area for delivery. Signs indicating danger driver must be informed of the hazards
Assembling of mobiles	Lifting loading and off-loading of equipment, dropping of containers during transportation	Lack of knowledge, lack of warning, human	hours /day	Injury, possible fatal	8	8	8	512	Secure containers, properly before transportation, ensure enough clearance before loading and offloading, check machinery before operating and confirm the capacity. Provide competent lifting equipment operator, use adequate and proper slings to secure containers
Electrical installations	Person struck by falling item / heavy object Electrical shock	Failure of lifting gear, taking up working without proper PPE.	hours /day	Injury, possible Fatal	10	7	8	560	Ensure all daily inspection done, employees are trained and the PPE is worn.
Electrical installations	Drilling machine Electrical Shock	Possibility of breakdown of the PVC coating human error,	hours /day	Electric shock	5	4	5	100	Provide Training for employees; wear their PPE and daily checklist on the machine.



Project: Kwadedangendale Secondary School for the Installation of Mobile Accommodation – Baseline Risk Assessment



Baseline Hazard Identification Risk Assessment

Task	Hazards	Source	Freq=	Consequence	Extend of Exposure				Control Measures
					F	C	L	R/S	
Working with machinery	Machinery and employee	Serious injury from unguarded moving parts of machinery. Lack supervision, checklist, training	Hrs/day	Injury, possible Fatal Death	10	10	10	1000	Machines to be operated by competent operators who are declared fit to operate the machinery. Training of the correct use of the machinery. All dangerous parts of machinery must be guarded to manufacturers' standards. Machinery guards must be inspected every day and maintained in good condition. Machinery checklist must be kept and done every day.
Lifting heavy material	Lifting Machine Lifted Object	Poor lifting working procedure, monitoring and supervision	Hrs/day	Injury, possible Fatal Death	10	10	10	1000	Lifting heavy materials machines to be operated by competent operators who are declared fit to operate the machinery. Training of the correct use of the machinery. All dangerous parts of machinery must be guarded to manufacturers' standards. Lifting heavy materials machinery guards must be inspected every day and maintained in good condition.
Working on height	Height, scaffold, roofing plank, nails and hammers	No check-up, lack of warning, inadequate barriers, using fought tool or damaged hammer or human error	Hrs/day	Falls. Falling objects. Falls from collapsing structures Fatal death	10	10	10	1000	Lifting heavy materials machinery checklist must be kept and done every day. Provides barriers, e.g. a toe boards or mesh guards to prevent items from slipping or being knocked off the edge of a structure; secures objects to the structure, e.g. lashing of scaffold boards; ensures that there are no loose objects and that any tools are properly secured; medical certificate of fitness for all employees working on height to be issued creates an exclusion zone, where necessary, beneath areas where work is taking place.



Project: Kwadedangendle Secondary School for the Installation of Mobile Accommodation – Baseline Risk Assessment



Baseline Hazard Identification Risk Assessment

Task	Hazards	Source	Freq=	Consequence	Extend of Exposure					Control Measures
					F	C	L	I	R/S	
Working on ladders	Ladders and employees	No checklist, no training, poor planning and poor supervision	Hrs/day	Injury, death production loss	10	10	5		500	Ensure that all ladders are in good condition, provide proper PPE. Inspect all ladders daily and record all findings on the register provided for this. Report all defects found and rectify them.
Working on height when doing roof, painting ceiling/installation of windows/doing electrical and so forth	Height, scaffold/ladder, paint plank, nails and hammers	No check-up, lack of warning, inadequate barriers, using fought tool or damaged hammer or human error	Hrs/day	Falls, Falling objects, Falls from collapsing structures Fatal death	10	10	10		1000	provides barriers, e.g. a toe boards or mesh guards to prevent items from slipping or being knocked off the edge of a structure; secures objects to the structure, e.g. lashing of scaffold boards; ensures that there are no loose objects and that any tools are properly secured; medical certificate of fitness for all employees working on height to be issued creates an exclusion zone, where necessary, beneath areas where work is taking place. Employees must be trained using an MSDS of paint that they are going to use.
Plumbing	Falling into holes Existing damaged pipes spillage Infection from sewer leakage	Lack of knowledge and poor precautions Poor planning from supervisor and plumber Incompetence	Hrs/day	Injury and disease Fatality	7	5	3		105	Proper safety training and planning before digging and handling existing plumbing work Closing off holes when finished working Barricading Signage and warning



Project: Kwadadangendiale Secondary School for the Installation of Mobile Accommodation – Baseline Risk Assessment



Baseline Hazard Identification Risk Assessment

Task	Hazards	Source	Freq =	Consequence	Extend of Exposure				Control Measures
					F	C	L	R/S	
Working with hand tools shovel, pick/ hand tools and wheel barrows	Damaged tools Dull blade, cracked handle or blunt point Improper use of Wheel Barrow	Lack of knowledge, lack of warning, Inadequate barriers, human error	Hrs/d ay	Injury on hands	1	5	4	20	Wear protective eyewear when using a pick. Worker must wear the appropriate PPE. Cutting edges of axes and other edged cutting tools shall be kept sharp. Handles of axes, picks and sledges shall be kept smooth and the head must be securely attached. A cracked handle shall be replaced promptly, not repaired or covered with tape. Use extra caution to prevent the tool from glancing off the work and striking the user. Ensure proper footing and firm stance is used. Avoid swinging too close to the feet. training on use of all equipments
Transportation of Waste	Using Mobile Plant/Trucks that are not road worthy Dumping anywhere Mobile plant/Truck tyre bursting Hydraulic Pipes Bursting	Lack of knowledge, lack of warning, Inadequate barriers, human	Hrs/d ay	Injury, possible Fatal	10	8	8	640	Only use Mobile plants/Trucks that are road worthy Only dump at a registered dumping place and get a certificate for proof of dumping Mobile plants/Trucks will only be operated by competent operators. All mobile plant operators will have medical certificate of fitness Mobile plants will be thoroughly checked every day using a checklist. Worn out tires will be replaced Worn out hydraulic pipes will be replaced

METRIXS

Immediate Action Required/Corrective Action

Frequency index	Description	Likelihood	Description
10	Hazards permanently present	10	Inevitable (100% chance)
9	Hazards present once or periodically per shift, less than 8 hours in total	9	Almost certain (90 % chance)
8	Hazards present once or periodically per shift, less than 6 hours in total	8	Very likely (80 % chance)
7	Hazards present once or periodically per shift, less than 4 hours in total	7	Probable (70% chance)
6	Hazards present once or periodically per shift, less than 2 hours in total	6	More than even chance (60 % chance)
5	Hazards present once or periodically per shift, less than 1 hour in total	5	Even chance (50 % chance)
4	Hazards arises few times a week	4	Less than even chance (30-40% chance)
3	Hazards arises once a week	3	Unusual sequence/coincidence (10-20% chance)
2	Hazards arises once a month	2	Improbably (1-10% chance)
1	Hazards arises once a year or very rarely	1	Practically impossible (<1% chance)

Project: Kwadedangendale Secondary School for the Installation of Mobile Accommodation – Baseline Risk Assessment

Baseline Hazard Identification Risk Assessment

Consequence index	Description
10	Death
9	Permanent totally incapable
8	Permanent severe incapacity
7	Permanent slightly/mild incapable
6	Considerable discomfort with subsequent recurring incapacity/disability
5	Reversible health condition with subsequent complete recovery after extended period of absence (e.g. absent from work for more than 3 weeks)
4	Reversible health condition with subsequent complete recovery after short leave of absence (e.g. absent from work for three days to three weeks)
3	Reversible health condition with short-term health effects allowed by complete recovery after a few days
2	Minor injury with no lost time complete recovery
1	No human injury expected during normal exposure conditions
Risk Score	
600 – 1000 (High)	Immediate action required. Monitoring should be conducted immediately to introduce interim control measures.
200 – 599	Risk requires urgent attention as soon as possible. Monitoring of risk required
Below 200	No immediate action necessary. Risk currently under control, but requires regular revision. Monitoring not a requirement.

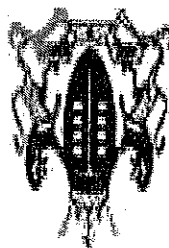
FORMULA TO CALCULATE RISK SCORE

Frequency multiply by consequence multiply by likelihood equal to Risk score: (F x C x L) = Risk Score

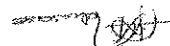
**KWADEDANGENDLALE SECONDARY SCHOOL RESTORATIVE
HEALTH AND SAFETY SPECIFICATIONS FOR THE INSTALLATION OF
MOBILE ACCOMODATION**

Compiled based on construction regulation 2014 by

Infrastructure Development
Department Infrastructure Development
GAUTENG PROVINCE



Nomawethu Mohwase

Signature: 

Firm: O. Rulane Professionals Safety Consultants

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Approved by: O.R Timbane (Managing Director)

Signature: 

Date: 23 March 2021

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Updated March 2021

	GAUTENG DEPARTMENT OF INFRASTRUCTURE DEVELOPMENT (GDID)
HEALTH AND SAFETY SPECIFICATION FOR KWADENDANGDALE SECONDARY SCHOOL FOR THE INSTALLATION OF MOBILE ACCOMMODATION	

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HEALTH AND SAFETY SPECIFICATION FOR KWADEDANGENDALE SECONDARY SCHOOL FOR THE INSTALLATION OF MOBILE ACCOMODATION	

1.0 INTRODUCTION AND BACKGROUND

1.1 Background to the Health and Safety Specification

Historically, the Construction Industry has had poor health and safety record. Due to the complex and potential dangerous operations being undertaken, there is a risk of incidents and injuries. In many instances poor adherence to the Occupational Health and Safety Act (OHSA) has resulted in severe consequences for Health and Safety performances. **GDID determined** that the highest health and safety standards will prevail throughout the site and that there will be full commitment from all parties to achieving best practices recognised internationally.

To achieve this goal GDID has prepared and published a Health and Safety Specification (HSS) for this project. This Health and Safety Specification sets out guidelines and minimum levels of awareness and guidelines for Health and Safety. Responsibility for adherence rests with Contractors and in particular with all employees who are encouraged to be pro-active. GDID is committed to ensuring the highest health and safety standards for all work undertaken on site.

Contractors as employers are fully responsible and accountable for compliance with all health and safety requirements.

This Health and Safety Specification (HSS) have been prepared for the Installation of Mobile Accommodation.

The employer's personnel will be responsible for the auditing of the implementation of the Health and Safety Specification (HSS) and maintaining the document control and record systems associated with this Health and Safety Specification.

1.2 Purpose of the Health and Safety Specification

The purpose of this Health and Safety Specification (HSS) is to comply with the duties of the Client base on construction regulation 5, to provide health and safety information about specific project risks known by the client and the Health and Safety Specification must be included in the tender documents. It is also there to assist towards achieving compliance with Occupational Health and Safety Act No. 85 of 1993 and Regulations in order to reduce incidents and injuries.

The Health and Safety Specification (HSS) will be implemented during the whole installation of mobile accommodation.

This will also assist in ensuring that all cost related to the compliance with Occupational Health and Safety Act No. 85 of 1993 and Regulations as well as this Health and Safety Specification are taken into consideration.

GAUTENG DEPARTMENT OF INFRASTRUCTURE DEVELOPMENT (GDID)	HEALTH AND SAFETY SPECIFICATION FOR KWADENGDENDE SECONDARY SCHOOL FOR THE INSTALLATION OF MOBILE ACCOMODATION
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This Health and Safety Specification (HSS) is a performance specification to ensure that GDID as well as bodies that enter into formal agreement with the GDID, Consultants, Contractors, Sub-contractors, Tenants and Concessionaries achieve an acceptable level of OHS performance.

No advice, approval of any document required by this Health and Safety Specification (HSS) such as hazard identification and risk assessments action plan or any other form of communication from GDID shall be construed as an acceptance by GDID of any obligation that absolves the contractor from achieving the required level of performance and compliance with legal requirements. Further, there is no acceptance of liability by GDID may result from the contractor failing to comply with the HSS unless GDID issued an instruction to any requirement, i.e. the contractor remains responsible for achieving the required performance levels.

1.3 Implementation of the Health and Safety Specification

This HSS forms an integral part of the contract, and the Principal Contractor is required to make it an integral part of their contracts with Sub-Contractors and Suppliers. It will be disseminated by GDID to persons responsible for the design of the infrastructure works, which will ensure that contractors shall incorporate the requirements of the HSS.

The contractor shall sign a Mandatory Agreement to acknowledge that he / she has familiarised him / herself with the contents of this HSS and that he/ she shall comply with all his / her obligation in respect thereof.

2.0 HEALTH AND SAFETY SPECIFICATION

2.1 SCOPE

This Health and Safety Specification covers the requirements for eliminating and mitigating incidents and injuries with all projects over which GDID has control over any construction activity.

The scope also addresses legal compliance, hazards identification and risk control, promoting a health and safety culture amongst those working on site and affected by the activities taking place in and around them.

GAUTENG DEPARTMENT OF INFRASTRUCTURE DEVELOPMENT (GDID)	
HEALTH AND SAFETY SPECIFICATION FOR KWADEDANGENDLALE SECONDARY SCHOOL FOR THE INSTALLATION OF MOBILE ACCOMODATION	

Health and Safety is everyone's responsibility, report Unsafe Act and Unsafe Condition to your superior immediately.

2.2 INTERPRETATIONS

2.2.1 Applications

This Health and Safety Specification HSS contains clauses that are generally applicable to construction and to impose proactive controls associated with activities that impact on human health and safety as it relates to plant and machinery.

Compliance to the requirement of the Occupational Health and Safety Act is in addition to the requirement of this HSS and part of the contractor's responsibility.

GDID will monitor that the contractor complies with the requirements of the Occupational Health and Safety Act No 85 of 1993 and Regulations, will advise the contractor how such compliance is achieved.

2.2.2 Definitions

For the purpose of the Health and Safety Specification (HSS) the definitions, acronyms given hereunder shall apply:

Construction work means any work in connection with:

- a) The construction, erection, alteration, renovation, repair, demolition or dismantling of or additional to a building or any similar structure;

- b) The construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work.

Construction Site

Means a work place where construction work is being performed.

Hazard Identification and Risk Assessment and Risk Control

Means a documented plan, which identifies hazards, assesses the risk and detailing the control measure and safe working procedures, which are to be used to mitigate and control the occurrence of hazards and risk during construction or operation phases.

The Act

Means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

GAUTENG DEPARTMENT OF INFRASTRUCTURE DEVELOPMENT (GDID)	
HEALTH AND SAFETY SPECIFICATION FOR KWADENDAM LATE SECONDARY SCHOOL FOR THE INSTALLATION OF MOBILE ACCOMMODATION	

Hazard

Means a source of or exposure to danger (source which may cause injury or damage to persons, or property)

Risk

Means the probability or likelihood that a hazard can result in injury or damage

Contractor's Responsible Person

Means any person appointed in writing by the Contractor to supervise construction work. The appointment shall be as required by the OHS Act which shall stipulate health and safety responsibilities, area of responsibility and the proposed duration of the project.

Chief Executive Officer

In relation to a body corporate or an enterprise conducted by the state, means the person who is responsible for the overall management and control of the business of such body corporate or enterprise.

Danger

Means anything, which may cause injury or damage to a person or property.

Employee

Means, subject to the provisions of Subsection (2), any person who is employed by or works for any employer and who receives or is entitled to receive any remuneration or who works under the direction or supervision of an employer or any other person.

Employer

Means, subject to the provisions of Subsection (2), any person who employ or provides work for any person or remunerates that person or expressly or tacitly undertakes to remunerate him, but exclude a labour broker as defined in section 1 (1) of the Labour Relation Act, 1953(Act No. 28 of 1956).

Healthy

Means free from illness or injury

Machinery

Means any article or combination of articles assembled, arranged or connected and which is used or intended to be used for converting any form of energy to performing work, or which is used or intended to be used, whether incidental thereto or not, for developing, receiving, storing, containing, confining, transforming, transmitting, transferring or controlling any form of energy.

Medical Certificate of fitness

Means a certificate contemplated in regulation 7(8)

Mobile Plant

Means any machinery, appliance or other similar device that is able to move independently, and is used for the purpose of performing construction work on a construction site.

Properly used

Means used with reasonable care, and with due regard to any information, instruction or advice supplied by the designer, manufacturer, importer, seller or supplier.

User
In relation to plant or machinery, means the person who uses plant or machinery for his own benefit or who has the right of control over the use of plant or machinery, but does not include a lessor of, or any person employed in connection with the plant or machinery.

Reasonable Practicable
Means practicable having regard to:
The severity and scope of the hazard or risk concerned,
The state of knowledge reasonably available concerning that or risk and any means of removing or mitigating that hazard risk.
The availability and suitability of means to remove or mitigate that hazard or risk, and
The cost of removing or mitigating that hazard or risk in relation to the benefits deriving there from.
Safe
Mean free from any hazard.

Client
Means any person for whom construction work is performed and/or undertaken (i.e. GDID for the purpose of this specification.

Agent
Means a competent person who acts as a representative for a client.

Competent person
Means a person who has in respect of the work or task to be performed the required knowledge, training and experience and where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions the National Qualification Framework Act, 2000 (Act No 67 of 2000), those qualifications and that training must be regarded as the required qualifications and training.

Construction Manager

Means a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site.

Contractor
Means an employer who performs construction work.

Health and Safety file
Means a file or other record containing the information in writing required by these regulations.

Health and Safety plan
Means a site, activity or project specific documented plan in accordance with the client's health and safety specification.

Health and Safety specification
Means a site, activity or project specific document prepared by the client pertaining to all health and safety requirements related to construction work.

Method statement
Means a document detailing the key activities to be performed in order to reduce as reasonable as practicable the hazards identified in any risk assessment.

Principal contractor
Means an employer appointed by the client to perform construction work.

GAUTENG DEPARTMENT OF INFRASTRUCTURE DEVELOPMENT (GDID)	
HEALTH AND SAFETY SPECIFICATION FOR KWADENGBENDALE SECONDARY SCHOOL FOR THE INSTALLATION OF MOBILE ACCOMODATION	

GENERAL HEALTH AND SAFETY PROVISION

2.3.1 Preparing of Safety Plan and Safety File

The Contractor shall provide and demonstrate to the Client a suitable, sufficiently documented and coherent site specific health and safety plan based on the Client's Health and Safety Specification (HSS) (Construction Regulation 7 (1)(a)).

The Contractor shall open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these regulations (Construction Regulation 7 (1) (b)).

The Contractor must include his or her letterhead on the safety plan and on all documentation in the safety file as these are legal documents which the contractor is legally bound to implement and can be used in a court of law.

2.3.2 Assignment of Contractor's Management Team to Supervise on Site

The Contractor shall submit all supervisory appointment (contractor's management team) as well as safety Officer, the Contractor shall submit a competent certificate of the appointed safety officer who will be available on site full time. The safety officer must be appointed in writing. The safety officer will assist in the control of all safety related aspects on site. The safety officer will also be utilised to give input at the early stage of the project and input into the health and safety plan. The Contractor shall also submit a CV of the safety officer for approval by **GDID** Safety Agent (O Rulane Professional Safety Consultants) and must be registered with SACPCMP.

2.3.3 Competency for Contractor's Management Team

The Contractor's management team shall be competent and proof of competency must be send to GDID before commencement, the safety officer must be appointed full time on site and have a proof of registration with a statutory body approved by the chief inspector (SACPCMP). The Contractor shall submit CV's of the contractor's management team for approval to GDID prior the commencement of work on site.

2.3.4 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA)

Valid Letter of good standing with the compensation insurer must be submitted with the Tender.

2.3.5 Occupational Health and Safety Policy

The Contractor shall submit a Health and Safety Policy signed by the Chief Executive Officer/ Managing Director. The Policy must outline objectives and how they will be achieved and implemented by the Contractor

2.3.6 Health and Safety Organogram

The Contractor shall submit an organogram, prior to construction commencement, outlining the Health and Safety Sites Team as required and as related to the relevant appointment by the CHSA. In cases where appointments have not been made, the organogram shall reflect the position. The organogram shall be updated, when there is a change in the site team.

2.3.7 Pregnancy Policy

The Contractor shall submit a Pregnancy Policy signed by the Chief Executive Officer/ Managing Director.

2.3.8 HIV Policy

The Contractor shall submit a HIV Policy signed by the Chief Executive Officer/ Managing Director

2.3.9 Risk Assessment

The Client shall prepare a Baseline Risk Assessment for the intended construction work projects and the risk identified and assessed shall form part of the health and safety specification.

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The Contractor shall cause a hazard identification to be performed by a competent person before commencement of construction work, and the assessed risk shall form part of the health and safety plan applied on site and shall include the following:

- a) The identification of the risk and hazards to the health and safety to which persons may be exposed;
- b) The analysis and evaluation of the hazards identified;
- c) A documented plan and safe working procedures to mitigate, reduce or control the risk identified; and
- d) The monitoring and review plan of the risk and hazards.
- e) The relevant personal protective equipment or clothing

Preventative measures must first address the elimination of the hazard or risk. Should PPE be required to reduce risk the equipment or clothing must be used and be SABS approved.

Hazard Identification Risk Assessment (HIRA) it's an on-ongoing process and must be reviewed regularly where changes are made to the design or when incident occurred or when starting a new activity on site. The Contractor must ensure that all employees under his or her control are informed, instructed and trained by a competent person regarding all hazard identified before any work commence.

The Health and Safety Representative(s), the Health and Safety Committee Member and (Contractor's Representative) shall be members of the HIRA Team and will ensure that all the identified hazards and risk are appropriately controlled and reviewed.

The Contractor shall be responsible for making sure that all employees under his/ her control are conversant with the content of the HIRA and what appropriate measures have been put in place to either eliminate or reduce the identified risk. The Contractor shall outline to employees what role they are expected to play in the HIRA and control measure process.

The Contractor must ensure that copies of risk assessments for this site are available on site for inspection by interested parties' i.e. Client Agent

2.3.10 Health and Safety Representative(s)

The Contractor shall ensure that a Health and Safety Representative(s) are/ is elected and trained to carry out his / her functions. The appointment must be in writing. The Health and Safety Representative shall carry out regular inspection, keeps records and report to the supervisor to take appropriate action. He / she shall attend Health and Safety Committee Meetings and take part in investigating incidents and non - conformances.

2.3.11 Health and Safety Committees

Where two or more safety representative has been designated on site the Contractor shall establish one or more health and safety committee/committees. The Contractor shall ensure that monthly Health and Safety meetings are held and minutes are kept. The Contractor shall ensure that the safety officer and/ or safety representative attends these meetings. Minutes thereof must be available in the safety file.

2.3.12 Health and Safety Training

The Contractor shall conduct a training needs analysis quarterly to ascertain what health and safety training is required.

2.3.13 Induction

The Contractor shall ensure that all employees under his / her control have gone through health and safety induction before commencement on site. The Contractor shall make it a rule that the entrance to the induction training is a medical certificate of fitness and shall keep a copy of the attendance register of all his/ her employees who attended the induction. Provide employees with some form of proof of induction when on site i.e. cards

2.3.14 Awareness

The Contractor shall conduct, on site, periodic toolbox talks, preferably weekly or before any hazardous work takes place. The talks shall cover the relevant activity and an attendance register must be kept and signed by all attendees. A record of who attended and the content of the topic will be kept on the site health and safety file as evidence of training.

2.3.15 Competency

After the Contractor has identified the training to be conducted as part of the competency and based on the HIRA. He/ she shall send the relevant person on appropriate courses and keep the certificate for reference.

2.3.16 General Record Keeping

The contractor shall keep and maintain Health and Safety records to demonstrate compliance with the HSS and the OHSA. The Contractor shall ensure that all records of incidents, spot fines, training etc. are kept on site. All documents shall be available for inspection by GDID, Client or the Department of Labour's Inspectors.

2.3.18 General Inspection, Monitoring and Reporting

The Contractor shall carry out daily inspection and investigate all incident and report to GDID as required in General Administrative Regulations 8, Annexure 1 must be emailed to GDID every time an incident is recorded. The Contractor shall be required to keep records of all inspections and investigations, which were undertaken, and any other inspections and investigations by person(s) authorised to do so.

2.3.19 Internal Audits

The Contractors personnel (Contractor's Responsible Person) shall conduct monthly health and safety audits to ensure compliance with the OHSA and HSS. Records of audits must be kept and non-conformance reported, investigation and corrective action must be taken to prevent re-occurrence.

2.3.20 External Audits

GDID SHEQ Management shall conduct monthly health and safety audits to ensure compliance with HSS and any relevant Health and Safety Legislation (OHSA). All documentation held by the Contractor shall be available for inspection. The Contractor shall provide any additional information required by GDID or Client. GDID shall verify the results with the Contractor being audited.

2.3.21 Incentives

GDID shall identify a Contractor that has performed best in implementing the HSS and make an awards to, or acknowledge that Contractor.

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2.3.22 Penalties

GDID will impose spot fines on the Contractor if found to be infringing on the HSS or any requirement of the OHSA. The Contractor shall be advised in writing of the nature of the infringement and the amount of the spot fine. The Contractor shall also take necessary steps (e.g. training) to prevent recurrence of the infringement and shall advise GDID accordingly. The Contractor is also advised that the imposition of spot fines does not replace any legal proceedings GDID, Client, Authorities, or Members of the public may institute against the Contractor. Spot fines shall be between R250 and R2000, depending upon severity. The amount of the spot fine will be determined by GDID and will be final. In addition to the spot fine, the Contractor shall make good any damage caused as a result of the infringement at his own expense.

Infringements for which spot fines will be imposed, but are not limited to, are given below:

- ✓ Not keeping a copy of the OHSA on site
- ✓ Expired Letter of Good Standing
- ✓ Not keeping a fully stocked First Aid Box
- ✓ Failure to use Personal Protective Equipment or Clothing
- ✓ Failure to adhere to the safe work procedure as per Hazard Identification and Risk Assessments
- ✓ Failure to conduct inspections
- ✓ Failure to keep records of inspection of equipment or machinery
- ✓ Failure to adhere to Occupational Health and Safety signage posted on site
- ✓ Failure to report incidents as per legal requirements and as per GDID reporting of investigation procedures,
- ✓ Littering on site – not adhering to on site housekeeping,
- ✓ Failure to provide or use ablution facilities
- ✓ Being on site without having gone through Health and Safety Induction and
- ✓ Use of machinery by non- authorised personnel.

Receipts for fines shall be issued and the appropriate documentation retained by GDID. Money "raised" through fines may be used to fund health and safety incentive schemes and /or other social schemes of collective benefit.

A contravention of a requirement of this HSS shall be sufficient grounds for GDID to require the removal from site of the person responsible for the non-compliance and the contractor shall have no claim in respect of such removal.

2.3.23 Emergency Procedures

The contractor shall participate in the GDID's Emergency Procedure's on site, and shall submit a detailed Emergency Procedure for the contractor's scope of work for approval by GDID prior to commencement on site. The procedure shall detail the response plan including the following key personnel:

- List of key personnel,
- Details of emergency services,
- Actions or steps to be taken in the event of the emergency; and
- Information on hazardous material / situation, including each material's / hazardous potential impact or risk on the environment or human and measures to be taken in the event of an accident.

Emergency Procedures shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, etc. the contractor shall advise GDID in writing of any on site emergencies, together with a record of action taken, within 24 hours of the emergency occurring. A contractor list of all service providers (Fire department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel.

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2.3.24 First Aid Box and First Aid Equipment

The contractor shall appoint in writing a First Aid Attendants, the appointed First Aid Attendants are to be sent for accredited first aid training before starting on site. Valid certificates are to be kept on site. The contractor shall provide an on-site First Aid Box, adequately stocked at all times, and ensure that the first aid box is accessible and fully controlled by a qualified first aid attendant.

2.3.25 Accident / Incident Reporting and Investigation

The contractor shall in addition to the prescribed requirements of the OHS, investigate, record and report all reportable incidents as per GDID's contractor Incident Reporting and Investigation Procedure. The Investigation shall be conducted by a qualified person or person who has sufficient knowledge to carry out an investigation.

2.3.26 Hazards and Potential Situations

The contractor shall immediately notify other contractors or sub-contractors after GDID has been notified of any hazardous or potentially hazardous situations, which may arise during performance of the activities.

2.3.27 Personal Protective Equipment (PPE) and Clothing

The contractor shall ensure that all workers are issued and wear Helmets, steel Toe Safety Shoes and overall as a minimum requirement. The contractor shall carry out PPE or clothing needs analysis to determine the necessary PPE or clothing and as determined by the HIRA or clothing to be used during construction. The contractor shall make provision and keep adequate quantities of SAN approved PPE or clothing on site at all times. The contractor shall outline procedure to be taken when PPE or clothing is: Lost or stolen Worn out or damage

2.3.28 Occupational Health and Safety Signage

The contractor shall, ascertain and provide adequate on site OHS signage. OHS signage shall include, but shall not be limited to, hard hat/ helmet area, safety shoes must be worn, dust masks in areas where there might be exposure to dust, ear plugs/muffs where there might be exposure over a certain limit, gloves, safety goggles, safety harness, etc. the contractor shall be responsible to maintain the quality and replacement of signage.

2.3.29 Permits

The contractor shall ensure that a written work permit is obtained from GDID before commencing with any work to be undertaken. A permit shall be issued for all hazardous or dangerous activities to be carried during construction. GDID shall sign the permit before the contractor commence on site, the following is a list of hazardous activities, which need a permit:

- Hot works/ welding
- Working in confined space
- Carrying out excavation more than 1.5m deep
- Use of hazardous chemical substance, e.g. Asbestos, Lead
- Demolition work
- Use of explosive and blasting; and
- Piling

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2.3.30 Management of Sub-contractors

The contractor shall ensure that all sub-contractors under his/ her control are complying with this HSS; the OHSA requirements; and any relevant legislation which may relate to the activities directly or indirectly.

2.4 OCCUPATIONAL SAFETY

2.4.1 Barricading of construction and walk way

Areas where the restriction or prevention of unauthorised persons/members of public is required

- Name and contact detail of person and Contractor Company that is responsible for the barricading shall be posted on the actual barricading.
- All barricading shall be of the rigid type.
- All openings and edges must be barricaded with solid barricading to withstand an impact of at least 100 kg.
- Only solid (scaffolding or stand alone) barricading with Orange "Snow Netting" will be allowed.
- Physical barriers to prevent persons falling into openings in floors, stairwells, staircases, open-sided buildings and any structure in the course of erection, where dangerous openings exist.
- Contractors must pre-plan the delivery of floor grating, stair treads, landings and handrails to ensure safe access and protection for persons working on structures.
- Contractor will properly barricade their work place separating it from the school using + - 1,8 high diamond fence plus 80% shade netting to avoid been seen by school children and school personnel and always ensure that the barricading is properly in place and offer optimal separation.
- N.B The contractors barricading standard procedures must accompany the SHE plan.

2.4.2 Stacking of Materials

The Contractor shall ensure that a competent person is appointed in writing as stacking supervisor of all materials on site, provide adequate storage area, demarcate storage area and keep the storage and storage areas neat and under control.

Housekeeping means a place for everything and everything in its place.

2.4.3 Electrical Installation (Electrical Installation 2.1 and 6.1)

The installation of temporary electricity will comply with Electrical Installation Regulations. The Contractor will ensure that:

- Existing services are located and marked before contract commences and during the progress thereof.
- Electrical installation and machinery are sufficient robust to withstand working conditions
- Temporary electrical installations are inspected at least once per week by a competent person and a record of the inspection kept on the OH&S File.
- Electrical machinery used on the contract are inspected daily before start-up by the competent person/ operator or any other competent person and a record of the inspection kept on the OH&S File.
- A competent person must be appointed in writing control all temporary electrical installations.

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2.5 Plant and Machinery

2.5.1 Construction Plant

"Construction Plant" encompasses all types of plant including but not limiting to, cranes, piling frames, boring machines, excavators, draglines, dewatering equipment and road vehicles with or without lifting equipment. The Contractor shall ensure that all such plant complies with the requirements of the OHSA. The Contractor shall inspect and keep records of inspections of the tools and equipment used on site. Only authorised persons are to use machinery under proper supervision. Appropriate PPE and clothing and as specified by the HIRA, shall be provided and maintained in good condition at all times.

2.5.2 Fire Extinguishers and Fire Fighting Equipment

The Contractor shall provide adequate, serviced regularly, fire extinguishers located at strategic points in site where the contractor is engaged in construction activity. The Contractor shall keep spare serviced portable fire extinguishers where required. Safety signage shall be posted up in all areas where fire extinguishers are located. The Contractor shall have adequate persons trained or competent to use the Fire Fighting Equipment.

2.5.3 Hired Plant and Machinery

The Contractor shall ensure that any hired plant and machinery brought to the site is safe for use. The necessary requirements as stipulated by the OHSA as well as those that are stipulated by this HSS, shall apply. The Contractor shall ensure that operators hired with the machinery undergoes health and safety induction, have their certificate of fitness and competency, have appropriate tool box talks and be issued with the necessary PPE clothing.

2.5.4 Working on heights including roof work

Working on heights includes any work, which is 1,5 metres above ground level. The Contractor shall ensure that a detailed HIRA has been undertaken and submitted for approval to GDID before commencement on site. The Contractor shall appoint and train a scaffold inspector and erector to control the safety of the scaffolding at all times. The Contractor shall ensure that all scaffolding including freestanding scaffolding, complies with the requirement of the General Safety Regulations and the Construction Regulations.

2.5.5 Fall Risk Position, Structures and Temporary Work

When Working on fall risk position the Contractor shall ensure that a fall protection plan which includes risk assessment and a rescue plan is prepared by a competent person appointed in writing, the Contractor must ensure that the fall protection plan is implemented, amended where and when necessary and maintained and must comply with the entire construction regulation 10. When working on structures the Contractor shall ensure that all reasonable practicable steps are taken to prevent an uncontrolled collapse of any new or existing structure or any part thereof which can become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work and must comply with the entire construction regulation 11.

When working on temporary works the Contractor shall ensure that a temporary work designer is appointed in writing to design, inspect and approve the erected temporary work on site before use and must comply with the entire construction regulation 12.

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2.5.6 Lifting Machinery and Tackle

The Contractor shall ensure that lifting machinery and tackle is inspected before use and monthly. There shall be lifting machinery and tackle inspector who will inspect the equipment daily or before use, taking into account that

- All lifting machinery and tackle have a safe working load clearly indicated,
- Regular inspection and servicing is carried out,
- Records are kept of inspections and of service certificates,
- There is proper supervision in terms of guiding the loads, which includes a trained banksman to direct and check lifting tackle if it is safe for use.

2.5.7 Ladder and Ladder work

The Contractor shall ensure that all ladders are numbered and inspected regularly keeping records of inspections. It should be noted that Aluminium ladders are preferred to wooden ladders. Wooden Ladders shall not be painted. Painted ladders shall be removed from site.

2.5.8 General Machinery

The Contractor shall comply with the Driven Machinery Regulation and Construction Regulations, which includes inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing and training those that use machinery and enforce compliance and the medical and psychological testing of operators.

2.5.9 Portable Electrical Tools / Explosive Power Tools

The Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation. The Contractor shall consider that:

- A competent person undertakes routine inspections,
- Only authorised person use the tools,
- There are safe working procedure applied,
- Awareness training is carried out and compliance is enforced at all times and
- PPE and clothing is provided and maintained.

2.5.10 High Voltage Electrical Equipment

The Contractor shall ensure that, where the work is under, on or near high voltage electrical equipment on site the Electrical Regulations are complied with.

2.5.11 Public Health and Safety

The Contractor shall ensure that each person working on or visiting a site shall be made aware of the dangers likely to arise from on site activities and the precautions to be observed to avoid or minimise those dangers. Appropriate health and safety signage shall be posted at all times. Both GDID and the Contractor have a duty in terms of the OHSA to do all that is reasonably practicable to prevent members of the public and others being affected by the construction processes to be aware and put preventative measures in place. The public or visitor shall go through a brief health and safety induction detailing hazards and risks they may be exposed to what measures are in place to control these hazards and risks.

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2.5.12 Construction employee's facilities

The Contractor in addition with the facility regulations, 2004 shall provide within reasonable access of every construction site the following clean, hygienic and maintained facilities

1. Sanitary facility for each sex and for every 30 workers
2. Sheltered eating facility with tables and chairs

The weather conditions might be unsuitable for workers to be exposed to e.g. in rainy season. In terms of the OSHA, employers have to provide employees with facilities for safekeeping.

2.5.13 Transport of Workers

The contractor shall comply with the National Road Transport Regulations, 2000. The Contractor shall, and not be limited to:

- Not transport person together with goods or tools unless is an appropriate area or section to store them.
- Not transport persons in a non-enclosed (top) vehicle, e.g. truck, there must be a proper canopy (properly covering the back and the top) with suitable sitting area. Workers shall not be permitted to stand or sit at the edge of the transporting vehicle.
- Not transporting workers in bakkies.
- Provision of a serviced portable fire extinguisher at all times

It is vital that all those exposed to the hazards or risk are made aware of the risk what control measures have been put in place to prevent the occurrence of incidents.

2.6 Occupational Health

Exposed of workers to occupational health and hazards and risk are very common in any work environment, especially in construction. Occupational health hazards and risk exposed is a major problem and all Contractors are to ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards and risks. The occupational hazards and risks may enter the body in three ways:

- Inhalation through breathing e.g. cement dust.
- Ingestion through swallowing maybe through food intake.
- Absorption through the skin (pours) e.g. painting or use of thinners.

2.6.1 Provision of Medical Certificates and Medical Treatment

The Contractor shall be required to:

- Ensure that all his or her employees have valid medical certificates of fitness specific to the construction work to be performed and issued by an occupational health practitioner as defined in the construction regulation 7(8).

The Contractor shall ensure that a facility is identified close to the site for medical treatment under the following situations

- Injury on duty (IOD) referred to here as First Aid, Medicals and Disabling Incidents.
- Emergency Response

2.7. Heavy Rain, Lighting and Flooding

The Contractor must take precautions against lightning by the use of lightning protection equipment and earthing mats, all of which shall be properly designed and installed to the satisfaction of the Engineer.

Metallwork and conductors on the Site shall be properly earthed.

No charging or blasting shall take place if the imminent approach of lightning to the Site is forecast.

All charged areas shall be immediately evacuated.

Where there is a likelihood of flooding of the workplace measures for the timous warning of flooding will be put in place. A critical consideration in this regard will be the protection of workers in the pipeline in the event of a flood and the contractor must prepare a Method Statement that will clearly indicate the intended means of addressing this possibility.

2.8 Cranes & Lifting Equipment

Lifting equipment will be designed and constructed in accordance with the manufactures/designers specification as well as generally accepted technical standard and operated, used, inspected and maintain in accordance with the manufactures requirements as well as that of the Driven Machinery Regulation 18.

The Driven Machinery Regulation requires that

- Lifting equipment will be clearly and conspicuously marked with the maximum mass load (MML) that it is designed to carry safely. When the MML varies with the condition of use, the table of maximum loads will be used by the driver or operator
- Each witch on a lifting machine will at all time have at least three full turns of rope on the drum when the winch has been run to its lowest limit.
- Lifting equipment will be fitted with a brake or other applicable device capable of holding the MML. This brake or device must automatically prevent the downward movement of the load when lifting power is interrupted.
- Lifting equipment fitted with load limiting device that automatically arrest the lift when the load reaches its highest safe position or when the mass of the load is greater than the MML.
- Every chain or rope on a lifting machine that forms an integral part of the machine will have a factor of safety as prescribed by the manufacturer of the machine and where no standard is available the factor of safety must be:

- Chains
- Steel wire ropes - 4 (four)
- 5 (five)

- Fibre ropes - 10 (ten)

- Every hook or load attached device will be designed as such or fitted with a device that will prevent the load from slipping off or disconnecting.
- Every lifting machine will be inspected and load tested by a competent person every time it has been dismantled and re-erected and every 12 months after that. The load test will be in accordance with the chains, hook or other attaching devices, sheaves, brake and safety devices forming an integral part of a lifting machine will be inspected every 6 months by a competent person.
- All maintenance, repairs, alteration and inspection results will be recorded in a log book and each lifting machine must have its own log book and
- No person will be lifted by a lifting machine not designed for lifting persons unless in a cradle approved by an inspector of the Department of Labour.

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2.9. Lifting Tackle

The contractor must ensure that only use lifting tackle that meet the following requirement as per client OHS Specification

- Manufactured of sound material, well constructed and free from latent defects
- Clearly and conspicuously marked with an identify number
- Maximum mass load factor of safety

- Natural fibre ropes
- Man – made fibre ropes and woven webbing
- Steel wire ropes – single rope
- Steel wire ropes – combination slings
- Mild Steel chains
- High tensile/alloy steel chains

- Steel wire ropes will be discarded (or not used any further for lifting purpose) when wear and corrosion is evident and will be examined by a competent person every three month for this purpose and the result will be recorded in a designated log book

2.10 Welding, Flame cutting or similar operations

Should any welding work be undertaken the contractor must

- A competent person is appointed to supervise welding, flame cutting or similar operations on site
- The following rules will govern all welding, flame cutting or similar operations
 - The welder will be trained regarding the safe use/ operation of the equipment
 - The welder and his assistant will be provided with effective and appropriate personal protective equipment
 - Cables and electrode holders will be effectively insulated.
 - The workplace will be effectively screened off to prevent bystanders from being affected by the welding rays or they will be provided with personal protective equipments
 - Special precaution will be taken where welding is undertaken in confined space
 - In wet or damp conditions the welding equipment and welder will be properly insulated and someone will be on standby to assist in the event of an emergency.
 - A qualified person will certified in writing that it is safe to enter and work in a specific confined space before welding or flame cutting is undertaken
 - No welding, flame cutting, grinding, soldering or similar work shall be undertaken in respect of any drum, vessels or similar object or container where such object or container –
 - Is completely closed, unless the rise in internal pressure cannot render it dangerous or contains any substance which, under the action of heat may explode or react to form dangerous or poisonous substance
 - Where pressure vessels/welding cylinders containing oxygen or acetylene are transported or used the proper precautionary measures will be taken against bumping, falling, rolling etcetera
 - Gas welding hoses may only be joined with approved connectors and clamps
 - No oils or grease may be applied to oxygen valves and fittings
 - It is a sound practice to store pressure vessels or welding cylinders vertically and to secure them by means of a chain
 - Acetylene cylinders may never be inclined in excess of 45 degrees
 - Proper and adequate fire prevention measures will be instituted and maintained for as long as the welding continues
 - Where explosive or flammable vapours are present welding will only be done under hot work permit

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2.11 Exposure to poisonous animals or insects

The contractor must ensure that the following are duly adhered to:

- a. The emergency procedure will have effective treatment for employees or other persons visiting the site and exposed to bites or stings from poisonous animals and insects i.e. the contact details of the nearest medical unit that could treat employees exposed to bites or stings be obtained and arrangements will be made with the service provider on the procedure to be followed to ensure swift response when required
- b. Confirmation will be obtained from this medical unit that they have anti venom reserved to treat employees or other persons visiting that may be exposed to snake bites or scorpion stings
- c. Competent first aider will be available to facilitate the treatment and the
- d. Potential exposure posed by poisonous animals or insects and awareness thereof be discussed with all employees as part of the toolbox talks and general awareness training and other persons visiting as part of the pre site visit induction process

The contractor must implement an early warning system to identify inclement weather and prevent such weather from posing negative implications on the safety of employees and other person visiting

The early warning system will provide the following:

2.12.1 Construction work done during electrical storm

- a. The contractor must ensure that all employees are removed from height and all employees are as safe as possible, in inclement weather conditions
- b. Work will not be done on construction site during electrical storms where employees cannot be protected from it. Protection involves employees being restricted to:
 - i. Eating area fitted with lightning mast
 - ii. Workshops
 - iii. Inside building
- c. No work will be allowed when lightning is within a 10 kilometre radius.
- d. After inclement weather on site risk assessment will be reviewed to include wet condition.

2.12.2 Lifting equipment operation during inclement weather

- a. Lifting operation will stop during lightning within a 10 kilometre radius and wind above 28km/h, and the lifting equipment operator will not be allowed to leave the lifting equipment with the booms extended.
- b. Lifting operations will stop during rain, rigging and hand lifts
- c. Booms on lifting equipments will be retracted
- d. All rigging operations will stop and employees will be removed from site.

2.12.3 Construction work done during rain

- a. During rainy conditions all work on steel structure will stop
- b. No electrical tools will be used during rainy weather in open areas
- c. Work can be done in water proof areas where there is zero risk for electrocution
- d. Areas which will be cleared to work on during rain
 - Workshops
 - Offices

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2.12.4 Driving in inclement weather

The contractor must ensure that the danger of driving in wet conditions is adequately covered in the risk assessment

The risk will include

1. Route planning
2. Speed reduction
3. Planning for emergency situations
4. Driving precautions for slippery surfaces
5. Visibility hazards

2.13 Cost for health and safety measures during construction process

The contractor must allocated sufficient provision for the cost of implementing and maintaining of this health and safety plan.

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Requirements

ANNEXURE A

HSS Item No:	HSS Requirements	OHSA Requirements	Submission Date
1	Baseline Risk Assessment and Safety plan.	CR 9(1)(a) CR 7(1) (a)	Submit Baseline Risk Assessment and a Safety Plan before commencement on site.
2	Assignment of Responsible to Manage and Supervise Construction Work	All relevant appointment, as per OHSA, S16.2, CR 8(1), CR 8(5) CR 8(7) and 8(8)	Before commencement on site.
3	Competency for health for health and safety position	GDID/Client Requirement	Before commencement on site.
3	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 OF 1993	COIDA Requirement, Letter of Good Standing	When Submitting this project tender.
4	Occupational Health and Safety Policy	GDID Requirement	Before commencement on site.
5	Health and Safety Organogram.	GDID Requirement	Before commencement on site.
6	Health & Safety Representative.	Section 17	Submit as soon as there are more than 20 employees on site
7	Indemnity Agreement	GDID Requirement	Before commencement on site.

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HEALTH AND SAFETY SPECIFICATION FOR KWADADANGENDALE SECONDARY SCHOOL FOR THE	
INSTALLATION OF MOBILE ACCOMMODATION	

Assignment of Contractor's Responsible Persons

ANNEXURE B

The Contractor shall make the following appointment but not limited to:

Appointment	OHS&A Requirements	Requirements
CEO assignee	Section 16(2)	A competent person to assist with the on-site H&S overall responsibility- Contractors Responsible Person.
Health and Safety Representative(s)	Section 17	A competent person(s) to inspect H&S in reference to plant, machinery and Health & Safety of persons in the workplace.
Health and Safety Committee Member(s)	Section 19	A competent person(s) representing the employer to assist with on site Health and Safety matters.
Safety Officer/ Accident Investigator	CR 8 (5) and (6)	A competent person to manage all safety matters related , do risk assessments and investigate incidents/ accidents on site
Construction Work Supervisor	CR8(7)	A competent person to daily supervise and be responsible of health and safety related issues on site. The person is appointed to assist the CEO with his / her overall duties.
Subordinate (Assistance) Construction Work Supervisor.	CR 8 (8)	A competent person to assist with daily supervises of construction work. The person appointed to assist the construction work supervisor
First Aid Attendant	GSR 3	A qualified person to address all on site first aid cases.
Machinery Inspector	GMR 2	A competent person to supervise machinery
Scaffolding Inspector	CR 16	A competent person to inspect scaffolding before use and every time after bad weather.
Excavation & Demolition Inspector	CR 13 and CR 14	A competent person to inspect daily excavation and demolition work and check if approved safe working procedures are followed at all times.
Ladder Inspector	GSR 13 A	A competent person to inspect ladders daily and ensure they are safe for use, keeping monthly records.
Welding, Flame cutting, soldering and similar operations Inspector	GSR 9 (1)(a)	Operators of equipment are to be competent.

GAUTENG DEPARTMENT OF INFRASTRUCTURE DEVELOPMENT (GDID)	HEALTH AND SAFETY SPECIFICATION FOR KWADADANGENDLALE SECONDARY SCHOOL FOR THE INSTALLATION OF MOBILE ACCOMODATION
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SAFETY FILE CONTENT

Index	Documentation																								
1	Health and Safety Specification from the client																								
2	Health and Safety Plan																								
3	Emergency Plan and Fall Protection Plan																								
4	Workman Compensation COID: Letter of Good Standing																								
5	SHEQ Policy																								
6	Drug and Alcohol Abuse Policy																								
7	Pregnancy Policy and HIV Policy																								
8	Organogram																								
9	Company Profile																								
10	Legal Appointments-																								
11	Copies of ID Documents and Certificates of Competencies																								
12	Certificates of Fitness																								
13	37.2: Contractors Mandatory Agreement																								
14	Risk Assessments – baseline HIRA , Activity based HIRA and Continuous HIRA																								
15	Mandatory Registers Required for All Contracts:																								
16	<table><tr><th>Description of Item</th><th></th></tr><tr><td>Committee Agenda and Minutes</td><td></td></tr><tr><td>Induction training and PPE Receiving Register</td><td></td></tr><tr><td>List of Qualified First Aiders</td><td></td></tr><tr><td>Minimum Contents First Aid Box</td><td></td></tr><tr><td>First Aid Dressing Records</td><td></td></tr><tr><td>First Aid Order Form</td><td></td></tr><tr><td>Safety Representative Monthly Checklist</td><td></td></tr><tr><td>PPE Register for checking if employees are wearing PPE.</td><td></td></tr><tr><td>Employers Report of Accident</td><td></td></tr><tr><td>Annexure 1 Recording of Incident</td><td></td></tr><tr><td>Other Contract Specific Registers</td><td></td></tr></table>	Description of Item		Committee Agenda and Minutes		Induction training and PPE Receiving Register		List of Qualified First Aiders		Minimum Contents First Aid Box		First Aid Dressing Records		First Aid Order Form		Safety Representative Monthly Checklist		PPE Register for checking if employees are wearing PPE.		Employers Report of Accident		Annexure 1 Recording of Incident		Other Contract Specific Registers	
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18	SWP and Methods of Statement																								
19	MSDS																								
20	Construction Regulation 2014 and Copy of the OSHACT																								

ANNEXURE B: SUPPLY MANAGER DUTIES

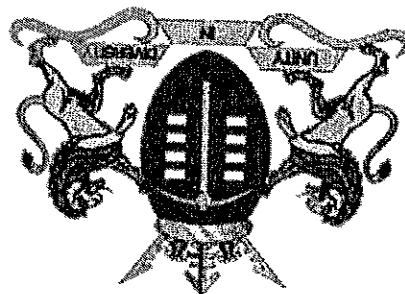
SUPPLY, DELIVER AND INSTALL MODULAR/MOBILE CLASSROOMS AND OTHER
MODULAR/MOBILE ACCOMMODATION AT KWADEBANGENDLALE SECONDARY SCHOOL

FOR PROCUREMENT DOCUMENTS

Tender No.: DID 19/09/2021

DEPARTMENT OF INFRASTRUCTURE DEVELOPMENT
CHIEF DIRECTORATE - EDUCATION INFRASTRUCTURE

GAUTENG PROVINCE
INFRASTRUCTURE DEVELOPMENT
REPUBLIC OF SOUTH AFRICA
EXPANDED PUBLIC WORKS PROGRAMME



Annexure B: Indicative duties of the Supply Manager and Purchaser

Clause	Supply Manager	Purchaser
Core Clauses		
10.1	To act as stated in the contract and in a spirit of mutual trust and co-operation	To act as stated in the contract and in a spirit of mutual trust and co-operation
13.1	To communicate in a form which can be read, copied, and recorded	To communicate in a form which can be read, copied, and recorded
13.3	To reply to a communication within the period for reply	
13.4	To reply to a communication submitted or resubmitted for acceptance. To state reasons for non acceptance	
13.5	To notify any agreed extension to the period for reply	
13.6	To issue certificates to the Purchaser and the Supplier	
13.7	To communicate notifications separately from other communications.	
13.8	May withhold acceptance of a submission by the Supplier.	
14.2	To notify the Supplier before delegating any actions or canceling any delegation	
14.3	May give an instruction which changes the Scope or a Key Date	
14.4		To give notice to the Supplier before replacing the Supply Manager or Supervisor
15.1	To reply to the Supplier's proposal for adding to the Working Areas. To state reasons for non-acceptance	
16.1	To give early warning of matters with delay, cost, performance implications or meeting a Key Date. To enter early warning matters in the Risk Register.	
16.2	May give instructions to Supplier to attend risk reduction meeting. May instruct others to attend if Other agrees.	
16.3	To co-operate at early warning / risk reduction meetings	
16.4	To record decisions made by revising the Risk Register and issuing to Supplier. To instruct change to Scope, if required, at the same time as issuing the revised Risk Register.	
17.1	To give notice of ambiguities or inconsistencies in the documents. To give instructions resolving ambiguities or inconsistencies.	
18.1	To give instructions changing the Scope in the event of illegality or impossibility in the Scope	
19.1	To give an instruction dealing with an event described	
21.2	To accept particulars of the Supplier's design or give reasons for non-acceptance	
23.1	To accept particulars of the design of Equipment or to give reasons for non-acceptance	

24.1	To accept replacement persons proposed by the Supplier or to give reasons for non-acceptance		
24.2	May instruct the Supplier to remove an employee having stated his reasons		
25.2	To assess the cost incurred if the Supplier does not provide the services and other things		To provide services and other things
25.3	To assess the additional cost		
26.2	To accept proposed SubSuppliers or to give reasons for non-acceptance		
26.3	To accept proposed subcontract conditions or to give reasons for non-acceptance		
30.2	To decide the date of Completion.		
31.3	To certify Completion within one week of completion		
31.3	To accept the Supplier's programme within two weeks of submission or to give reasons for non-acceptance		
32.2 & 31.3	To accept a revised programme or to give reasons for non-acceptance		
33.1			To give possession / access of each part of the site before the later of the possession / access date and the date for possession / access shown on the Accepted Programme
34.1	May instruct Supplier to stop or not start any work and later to re-start or start it.		
35.1			To take over the works not more than two weeks after Completion
35.2			To take over any part of the works put into use (subject to exceptions)
35.3	To certify within one week the date when the Purchaser takes over any part of the works		
36.1	May instruct the Supplier to submit a quotation for acceleration. To state changes to the Key Dates to be included in the quotation.		
40.2			To provide materials, facilities and samples for tests and inspections as stated in the Scope, if any
40.3	To notify the Supplier of his tests and inspections before they start and afterwards of the results.		
40.5	To do tests and inspections without causing unnecessary delay to work or payment		
40.6	To assess the cost incurred by the Purchaser in repeating a test or inspection after a Defect is found.		
41.1	To notify the Supplier of the results of the test or inspection on Plant and Materials required by the Scope to be tested or inspected before delivery.		
42.1	May instruct the Supplier to search for a Defect and to give reasons for searches which are instructed		

42.1	To notify the Supplier of Defects found before the defects date		
43.3	To issue the Defects Certificate at the later of the defects date and the last defect correction period		
43.4	To arrange for the Purchaser to allow access and use to the Supplier of any part of the works needed for the correction of Defects after taking over		To allow access to the Supplier after take over if needed for the correction of a Defect
44.1	May propose to Supplier that Scope should be changed to avoid correction of a Defect		
44.2	To change the Scope, the Prices and the Completion Date if a quotation for not correcting Defects is accepted		
45.1	To assess the cost of having Defects corrected by others if the Supplier fails to correct notified Defects within the defect correction period even though access was given		
45.2	To assess the cost of correcting Defect where Supplier not given access to correct it		
50.1	To assess the amount due for payment at each assessment date. To decide the first assessment date to suit the procedures of the parties		
50.3	To retain one quarter of the Price for Work Done to Date until the Supplier has submitted a first programme showing information required		
50.4	To consider any application from the Supplier when assessing amounts due for payment. To give the Supplier details of how amounts due have been assessed		
50.5	To correct any wrongly assessed amount due in a later payment certificate		
51.1	To certify payment within one week of each assessment date		
51.2			To pay amount due to the Supplier
51.3	To assess interest to be paid on correcting amounts		To pay within four weeks of the assessment date. To pay interest on late payment
61.1	To notify the Supplier of compensation events which arise from the giving of instructions or changing of earlier decisions. To instruct the Supplier to submit quotations		To pay interest on correcting amounts
61.2	May instruct the Supplier to submit quotations for a proposed instruction or proposed changed decision		
61.4	To decide within one week of notification (or such longer period as the Supplier agrees) whether the Prices, the Key Dates and the Completion Date should be changed when the Supplier notifies a compensation event. To notify the Supplier of the decision and instruct the Supplier to submit quotations		
61.5	To decide whether the Supplier did not give any early warning of a compensation event which could have been given and to notify the Supplier of his decision		
61.6	To state assumptions for the assessment of compensation events in the event that the effects are too uncertain to be forecast reasonably To notify a correction to any assumptions later found to have been wrong		

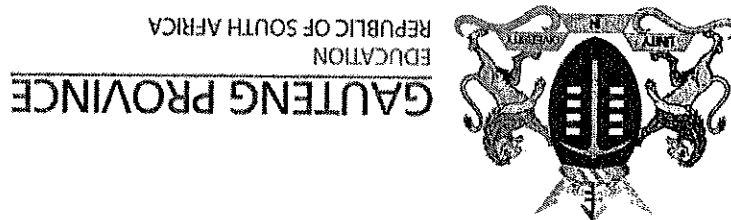
62.1	To discuss with the Supplier different ways of dealing with the compensation event that are practicable May instruct the Supplier to submit alternative quotations		
62.3	To reply to quotations for compensation events within two weeks of the submission		
62.4	To give reasons to the Supplier when instructing the submission of a revised quotation		
62.5	To extend the time allowed for the submission of quotations and replies if the Supplier agrees To notify the Supplier of any agreed extensions for the submission of quotations or replies		
63.5	To assess the event as if the Supplier had given an early warning if the Supply Manager has notified the Supplier of his decision under clause 61.5		
63.9	To correct the description of a condition for a Key Date if a change to the Scope makes the description incorrect To take the correction into account when assessing the compensation event for the change to the Scope		
64.1	To assess a compensation event: - If the Supplier has not submitted a quotation and details within the time allowed - If the Supply Manager decides the Supplier has not assessed the compensation event correctly - If the Supplier has not submitted a required programme - If the Supply Manager has not accepted the Supplier's latest programme		
64.2	To assess a compensation event using his own assessment of the programme: - If there is no Accepted Programme - If the Supplier has not submitted a revised/alterd programme for acceptance as required		
64.3	To notify the Supplier of any assessments made (inclusive of details) of a compensation event within the period allowed to the Supplier for his quotation		
65.1	To implement compensation events notifying the Supplier of accepted quotations; or his own assessments; or a Supplier's quotation treated as having been accepted by the Supply Manager		
71.1	To mark Equipment, Plant and Materials outside the Working Areas for payment purposes		
73.1	To instruct the Supplier how to deal with objects of value, historical or other interest		
83.1			To indemnify the Supplier against claims etc. due to Purchasers's risks
84.1			To provide insurances as stated in the Contract Data, if required

85.1	To accept policies and certificates of insurance submitted by the Supplier or to give reasons for non-acceptance		
85.3			
86.1			To comply with the terms and conditions of insurance policies
87.1	To submit to the Supplier policies and certificates for insurances to be provided by the Purchaser as required by the contract		May insure a risk which the Supplier should insure if the Supplier does not submit a required policy or certificate
87.3			To provide policies and certificates for insurances to the Supply Manager
90.1	To issue a termination certificate promptly when either Party gives notice of termination for reasons complying with the contract		To pay the costs incurred by the Supplier in covering insurances which are the Purchaser's responsibility
90.4	To certify final payment within 13 weeks of termination		To notify the Supply Manager and the Supplier, giving details of reasons before terminating
92.1			To make payment within four weeks of the Supply Manager's certificate
92.2	To notify the Supplier that the Purchaser no longer needs Equipment to which the Supplier has title		May complete works himself and may use Plant and Materials to which he has title
Option B			
36.3	To change the Completion Date, the Prices and the Key Dates when a quotation for acceleration is accepted and to accept the revised programme		May instruct the Supplier to leave the Site, remove any Equipment, Plant and Materials and assign subSuppliers
60.6	To correct mistakes in the bill of quantities which are departures from the rules in the method of measurement or due to ambiguities or inconsistencies		May use any Equipment to which the Supplier has title
63.11	May make his own assessments using the Shorter Schedule of Cost Components		
65.4	To include changes to the Prices, the Completion Date and to Key Dates when notifying implementation of a compensation event		
Option C			
20.4	To consult with the Supplier on the preparation of forecasts of total Defined Costs		
26.4	To accept proposed contract data for subcontracts or to give reasons for non-acceptance		
36.3	To change the Completion Date, the Prices and the Key Dates when a quotation for acceleration is accepted and to accept the revised programme		
40.7	To not include amounts due to the Supplier for the cost of carrying out the repeat test or inspection		
53.1	To assess the Supplier's share of the difference between the total of the Prices and the Price for Work Done to Date		

53.3	To make a preliminary assessment of the Supplier's share at Completion		
53.4	To assess the Supplier's share in the final amount due using the final Price for Work Done to Date and the final total of the Prices		
54.2	To accept a revision to the activity schedule or to give reasons for non-acceptance		
63.15	May make his own assessments using the Shorter Schedule of Cost Components		
65.4	To include changes to the Prices, the Completion Date and to Key Dates when notifying implementation of a compensation event		
93.4	To assess the Supplier's share after certifying termination		
Dispute Resolution			
W1.2(1)			To appoint the Adjudicator under the NEC Adjudicator's Contract current at the starting date
W1.2(3)			To choose an adjudicator jointly or ask the Adjudicator nominating body to choose an adjudicator if the Adjudicator is not identified in the Contract Data or resigns or is unable to act
W1.3(1)	May extend times for notifying and referring a dispute		May refer a dispute about a quotation for a compensation event which is treated as having been accepted May refer any other matter
W1.3(9)	To proceed as if the matter disputed were not disputed		To proceed as if the matter disputed were not disputed
W1.4(1)			To not refer any dispute to the tribunal unless it has been referred to the Adjudicator
Option X7: Delay damages			
X7.2			To repay any overpayment of delay damages with interest, if applicable
X7.3	To assess the benefit to the Purchaser of taking over part of the works before Completion as a proportion of taking over all the works not previously taken over		
Option X13: Performance bond			
X13.1	To accept the Supplier's performance bond or to give reasons for non-acceptance		

**MODULAR/MOBILE ACCOMMODATION,
SPECIFICATIONS FOR MODULAR/MOBILE STRUCTURES
FOR SCHOOLS**

GAUTENG DEPARTMENT OF EDUCATION



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1. UNITS SPECIFICATIONS

1.1. Classrooms

1.1.1.	Size	8m x 7m (Minimum 56 m ²)
1.1.2.	Ceilings	Insulated ceilings as per specification (No suspended ceilings)
1.1.3.	Floor	Type of floor: Steel Structural frame with Minimum 22mm Phenolic bonded, treated shutter ply floorboard as per specification. Flooring to be mechanically fixed to steel chassis
1.1.4.	Fluorescent light fitting	4 x 1,5m 2 Tube 58W SS Fluorescent fittings (inside lights) 1 x 16W 2D Light fitting (metal base) 16W 2D Fluorescent tubes (outside light) 1 x Minimum 10A Photocell in Bulkhead fitting (for outside lights)
1.1.5.	Light switch	1 x 1 way metal light switch (installed in 50mm x 100mm metal extension box). Height to be confirmed above floor level.
1.1.6.	16A socket outlet	1 x 1 metal plug switch (installed in 100mm x 100mm metal extension box) "Installed 300mm above finished floor level.
1.1.7.	Electrical distribution board	1 x 10-way metal DB board (surface mounted)
1.1.7.1.	Distribution board	
1.1.8.	20mm Ø PVC conduit installation	1x 60A 2 pole circuit breaker (mains) 1x 60A 1 phase earth leakage 1x 10A Circuit breaker – Classroom lights 1x 10A Circuit breaker – outside lights 1x 20A Circuit breaker – socket outlet plug
1.1.9.	Cable entry	Pratley box to be installed outside the classroom (Minimum 1,2meter from the floor level of the classroom)) in line with the DB board.
1.1.10.	Flooring covering vinyl	Minimum 2mm flexible heavy duty industrial vinyl sheets with PVC welded joints. No vinyl tiles. Mechanical joint to be installed where sections of classrooms are joined.

1.1.11.	Chalkboards	2400 x 1200mm; see also clause 2.16
1.1.12.	Pinning boards	2400 x 1200mm; see also clause 2.16
1.1.13.	Door	Door to open to the inside. Weather bar to be standard to all perimeter doors
1.1.14.	Windows	All window frames to be natural anodised aluminium sections; see also clause 2.6
1.1.15.	Burglar bars	Burglar bars to all windows (Opening section only) ; see also clause 2.6.8
1.1.16.	Stairs/steps	To be pre-approved. Steel lipped channel runners with minimum 5mm "vastap" chequer plate treads crimped at nosing and back of tread. All stair units to be mechanically fixed to the chassis
1.2.	<u>Library</u>	
1.2.1.	Size	16m x 7m (Minimum 112 m ²)
1.2.2.	Ceilings	Insulated ceilings as per specification (No suspended ceilings)
1.2.3.	Floor	Type of floor: Steel Structural frame with Minimum 22mm Phenolic bonded, treated shutter ply floorboard as per specification. Flooring to be mechanically fixed to steel chassis
1.2.4.	Fluorescent light fitting	6 x 1,5m 2 Tube 58W SS Fluorescent fittings (inside lights) 2 x 16W 2D Light fitting (metal base) 16W 2D Fluorescent tubes (outside light) 1 x Minimum 10A Photocell in Bulkhead fitting (for outside lights)
1.2.4.1.		
1.2.4.2.		
1.2.5.	Light switch	1 x 1 way metal light switch (installed in 50mm x 100mm metal extension box). Height to be confirmed above floor level.
1.2.6.	16A socket outlet	1 x 1 metal plug switch (installed in 100mm x 100mm metal extension box) "installed 300mm above finished floor level.

1.2.7.	Electrical distribution board	1 x 10-way metal DB board (surface mounted)
1.2.7.1.	Distribution board	
1.2.8.	20mm Ø PVC conduit installation	1x 60A 2 pole circuit breaker (mains) 1x 60A 1 phase earth leakage 1x 10A Circuit breaker – Classroom lights 1x 10A Circuit breaker – outside lights 1x 20A Circuit breaker – socket outlet plug.
1.2.9.	Cable entry	Pralle box to be installed outside the classroom (Minimum 1,2meter from the floor level of the classroom) in line with the DB board.
1.2.10.	Flooring covering vinyl	Minimum 2mm flexible heavy duty industrial vinyl sheets with PVC welded joints. No vinyl tiles. Mechanical joint to be installed where sections of classrooms are joined.
1.2.11.	Door	Door to open to the inside. Weather bar to be standard to all perimeter doors
1.2.12.	Windows	All window frames to be natural anodised aluminium sections; see also clause 2.6
1.2.13.	Burglar bars	Burglar bars to all windows (Opening section only); see also clause 2.6.8
1.2.14.	Stairs/steps	To be pre-approved by GDE. Steel lipped channel runners with minimum 5mm "vastap" chequer plate treads crimped at nosing and back of tread. All stair units to be mechanically fixed to the chassis
1.3.	<u>Office/Workrooms/Stores</u>	
1.4.	Size	6m x 3m (Minimum 18 m ²)
1.4.1.	Ceilings	Insulated ceilings as per specification (No suspended ceilings)
1.4.2.	Floor	Type of floor: Steel Structural frame with Minimum

22mm Phenolic bonded, treated shutter ply floorboard as per specification. Flooring to be mechanically fixed to steel chassis

- 1.4.3. Fluorescent light fitting
- 1.4.3.1. 2 x 1,5m 2 Tube 58W SS Fluorescent fittings (inside lights)
- 1 x 16W 2D Light fitting (metal base) 16W 2D Fluorescent tubes (outside light)
- 1 x Minimum 10A Photocell in Bulkhead fitting (for outside lights)
- 1.4.4. Light switch
- 1 x 1 way metal light switch (installed in 50mm x 100mm metal extension box). Height to be confirmed above floor level.
- 1 x 1 metal plug switch (installed in 100mm x 100mm metal extension box) "Installed 300mm above finished floor level.
- 1.4.5. 16A socket outlet
- 1.4.6. Electrical distribution board
- 1 x 10-way metal DB board (surface mounted)
- 1.4.6.1. Distribution board

- 1.4.7. 20mm Ø PVC conduit installation
- 1 x 60A 2 pole circuit breaker (mains)
- 1 x 60A 1 phase earth leakage
- 1 x 10A Circuit breaker -- Classroom lights
- 1 x 10A Circuit breaker -- outside lights
- 1 x 20A Circuit breaker -- socket outlet plug.

- 1.4.8. Cable entry
- Pratley box to be installed outside the classroom (Minimum 1,2meter from the floor level of the classroom) in line with the DB board.
- 1.4.9. Flooring covering vinyl
- Minimum 2mm flexible heavy duty industrial vinyl sheets with PVC welded joints. No vinyl tiles. Mechanical joint to be installed where sections of classrooms are joined.
- Door
- Door to open to the inside. Weather bar to be standard to all perimeter doors
- 1.4.10. Windows
- All window frames to be natural anodised aluminium sections; see also clause 2.6
- 1.4.12. Burglar bars
- Burglar bars to all windows (Opening section only); see also clause 2.6.8
- 1.4.13. Stairs/steps
- To be pre-approved. Steel lipped channel runners with minimum 5mm "vastap" chequer plate treads crimped

at nosing and back of tread. All stair units to be mechanically fixed to the chassis

Tuckshop

1.6.

Size

6m x 3m (Minimum 18m²)

1.6.1.

Ceilings

Insulated ceilings as per specification

(No suspended ceilings)

Type of floor:

Steel Structural frame with Minimum

22mm Phenolic bonded, treated shutter ply floorboard as per specification. Flooring to be mechanically fixed to steel chassis

1.6.3.

Wash hand basin

One single bowl steel sink.

1.6.4.

Fluorescent light fitting

2 x 1,5m 2 Tube 58W SS Fluorescent fittings (inside lights)

1.6.4.1.

1 x 16W 2D Light fitting (metal base) 16W 2D Fluorescent tubes (outside light)

1.6.4.2.

1 x Minimum 10A Photocell in Bulkhead fitting (for outside lights)

1.6.5.

Light switch

1 x 1 way metal light switch (installed in 50mm x 100mm metal extension box). Height to be confirmed above floor level.

1.6.6.

16A socket outlet

1 x 1 metal plug switch (installed in 100mm x 100mm metal extension box) "Installed 300mm above finished floor level.

1.6.7.

Electrical distribution board

1 x 10-way metal DB board (surface mounted)

1.6.7.1.

Distribution board

1x 60A 2 pole circuit breaker (mains)

1x 60A 1 phase earth leakage

1x 10A Circuit breaker – Classroom lights

1x 10A Circuit breaker – outside lights

1x 20A Circuit breaker – socket outlet plug.

1.6.8.

20mm Ø PVC conduit installation

Cable entry

1.6.9.

Pratley box to be installed outside the classroom (Minimum 1,2meter from the floor level of the classroom) in line with the DB board.

1.6.10.	Flooring covering vinyl	Minimum 2mm flexible heavy duty industrial vinyl sheets with PVC welded joints. No vinyl tiles. Mechanical joint to be installed where sections of classrooms are joined.
1.6.11.	Door	Door to open to the inside. Weather bar to be standard to all perimeter doors
1.6.12.	Windows	All window frames to be natural anodised aluminium sections; see also clause 2.6
1.6.13.	Burglar bars	Burglar bars to all windows (Opening section only); see also clause 2.6.8
1.6.14.	Stairs/steps	To be pre-approved. Steel lipped channel runners with minimum 5mm "vastap" chequer plate treads crimped at nosing and back of tread. All stair units to be mechanically fixed to the chassis
1.7.	Kitchen	
1.8.	Size	6m x 3m (Minimum 18m ²)
1.8.1.	Ceilings	Insulated ceilings as per specification (No suspended ceilings)
1.8.2.	Floor	Type of floor: Steel Structural frame with Minimum 22mm Phenolic bonded, treated shutter ply floorboard as per specification. Flooring to be mechanically fixed to steel chassis
1.8.3.	Wash hand basin	One double bowl steel sink.
1.8.4.	Fluorescent light fitting	2 x 1,5m 2 Tube 58W SS Fluorescent fittings (inside lights)
1.8.4.1.		1 x 16W 2D Light fitting (metal base) 16W 2D Fluorescent tubes (outside light)
1.8.4.2.		1 x Minimum 10A Photocell in Bulkhead fitting (for outside lights)
1.8.5.	Light switch	1 x 1 way metal light switch (installed in 50mm x 100mm metal extension box). Height to be confirmed above floor level.
1.8.6.	16A socket outlet	1 x 1 metal plug switch (installed in 100mm x 100mm metal extension box) "Installed 300mm above finished floor level.
1.8.7.	Electrical distribution board	1 x 10-way metal DB board (surface mounted)

1.9.3. Floor
Type of floor:
Steel Structural frame with Minimum
22mm Phenolic bonded, treated shutter ply floorboard
as per specification. Flooring to be mechanically fixed
to steel chassis

1.9.4. Sanitary fittings (vitreous china)

1.9.4.1. 4 pans
1.9.4.2. 2 urinals
1.9.4.3. 3 wash hand basins

1.9.5. Light fitting

1.9.5.1. 12 x 16W 2D Bulkhead metal base light fittings (inside)
1.9.5.2. 2 x 16W 2D Bulkhead metal base light fittings (outside)
1.9.5.3. 1 x Minimum 10A Photocell in Bulkhead fitting (for outside lights)

1.9.6. Light switch

1 x 1 way metal light switch (installed in 50mm x 100mm metal extension box). Height to be confirmed above floor level.

1.9.7. Electrical distribution board

1 x 6-way metal DB board (surface mounted)

1.9.7.1. Distribution board

1x 20A 2 pole circuit breaker (mains)

1x 10A Circuit breaker – lights

1.9.8. 20mm Ø PVC conduit

1.9.9. Cable entry

Pratley box to be installed outside the classroom (Minimum 1.2meter from the floor level of the classroom) in line with the DB board.

1.9.10. Flooring covering vinyl

Minimum 2mm flexible heavy duty industrial vinyl sheets with PVC welded joints. No vinyl tiles. Mechanical joint to be installed where sections of classrooms are joined.

1.9.11. Door

Door to open to the inside. Weather bar to be standard to all perimeter doors

1.9.12. Security Gate

All external doors

1.9.13. Windows

All window frames to be natural anodised aluminium sections; see also clause 2.6

Burglar bars to all windows (Opening section only); see also clause 2.6.8

To be pre-approved. Steel lipped channel runners with minimum 5mm "vastap" chequer plate treads crimped at nosing and back of tread. All stair units to be mechanically fixed to the chassis
Provide mirror above each wash hand basin.

Abutions Girls

6m x 3m (Minimum 18 m²)

Insulated ceilings as per specification
(No suspended ceilings)

Type of floor:

Steel Structural frame with Minimum 22mm Phenolic bonded, treated shutter ply floorboard as per specification. Flooring to be mechanically fixed to steel chassis

Sanitary fittings (vitreous china)

6 pans

3 wash hand basins

Light fitting

12 x 16W 2D Bulkhead metal base light fittings (inside)
2 x 16W 2D Bulkhead metal base light fittings (outside)
1 x Minimum 10A Photocell in Bulkhead fitting (for outside lights)
1 x 1 way metal light switch (installed in 50mm x 100mm metal extension box). Height to be confirmed above floor level.
1 x 6-way metal DB board (surface mounted)

Electrical distribution board

Distribution board

1x 20A 2 pole circuit breaker (mains)

1x 10A Circuit breaker – lights

20mm Ø PVC conduit installation

Cable entry

Pratley box to be installed outside the classroom (Minimum 1.2meter from the floor level of the classroom) in line with the DB board.

Minimum 2mm flexible heavy duty industrial vinyl sheets with PVC welded joints. No vinyl tiles. Mechanical joint to be installed where sections of classrooms are joined.

Door to open to the inside. Weather bar to be standard to all perimeter doors

All external doors

All window frames to be natural anodised aluminium sections; see also clause 2.6

Burglar bars to all windows (Opening section only); see also clause 2.6.8

To be pre-approved. Steel lipped channel runners with minimum 5mm "vastap" chequer plate treads crimped at nosing and back of tread. All stair units to be mechanically fixed to the chassis

Provide mirror above each wash hand basin.

1.10.11. Flooring covering vinyl

1.10.12. Door

1.10.13. Security Gate

1.10.14. Windows

1.10.15. Burglar bars

1.10.16. Stairs/steps

1.10.17. Mirrors

2. OTHER SPECIFICATION (Classrooms, toilet blocks and Others)

2.1. Concrete supports and foundation

2.1.1. No concrete platform or permanent foundations permitted. Only appropriately designed concrete blocks or other approved.

2.1.2. No bases are to be installed or founded on loose and unstable soil, saturated soil or clay. Supplier to report any discrepancies before work being undertaken.

2.1.3. Top of all concrete blocks to be levelled minimum 100mm above ground level and maximum 500mm above ground line. Ground level implies finished paving level. All concrete blocks to be levelled with a maximum tolerance of 10mm vertically over 6m horizontally. (No adjustable or fixed jacks allowed) 56m² classroom – minimum 9 piers; 18 m² Toilet blocks – minimum 6 piers; 112m² – minimum 18 piers

2.1.4. Site to be cleared, levelled, compacted and prepared by the supplier for stable placement of the units. Compacted platform must have minimum 1:200 cross fall over the length for water run-off. Platforms to insect proofed and all vegetable matter is to be cleared away, removed and carted away.

2.2.	Chassis	2.2.1. All superstructure steel (exposed and unexposed surfaces) to be treated with an approved degreaser, rust remover, rust converter, one coat metal primer, one coat universal undercoat and two coats high gloss universal enamel. 2.2.2. All steel to be hot dipped galvanized including under-carriage 2.2.3. Main frame: Minimum 175 x 50 x 20 x 3mm lip channel 2.2.4. Cross members: Minimum 75 x 50 x 20 x 3mm lip channel at maximum 600mm centres. All steel members to be fully rubbed down, rust protected, primed and factory sprayed to finishing coats. NB: The design and specification of the chassis must be approved by an engineer. Copy of engineer's certificate to be submitted with tender document. 2.2.5. Chassis to be supported on adjustable levelling jacks placed on and including precast concrete pads. Levelling jacks to be fixed to concrete pads and chassis.
2.3.	Floor boards	2.3.1. 22mm laminated phenolic bonded shutterply shutter boards, pre-treated for insects and rot. Cut edges to be treated with two coats of carbollinum. Exposed underside of floor shutter boards to be fully treated and weather proofed before installation.
2.4.	Roof Construction	2.4.1. Roof and ceiling covering: Minimum 0,5mm thick Chromadek outer sheeting with min. 40mm preferably polyurethane factory laminated ("glued") between outer roof sheets and 0,5mm white Chromadek inner ceiling panels. Minimum roof pitch 5 degrees. Approved sample only to be utilized. Approved sheeting profile to be used. Minimum requirement for all metal roof coverings and flashings shall be of coastal grade. 2.4.2. Ridging: Chromadek sheet metal ridging to suit specific roof sheeting profile, shall be as specified for roof sheeting. Finish to match sheeting colour and finish. The ridging shall be 450mm girth with roll top and bent down edges and shall be lapped 225mm at end joints and close beaten into corrugation of roof sheeting. Ridging shall be fixed with screws to wood purlins, and spaced at not exceeding 300mm centres. Cranked roof sheeting may also be used, provided no joints occur in the span or length of each individual sheet.
2.4.3.	Structure	2.4.3.1. Double pitched steel rafter system engineer designed to suit, treated in accordance with SANS and NBR. Roof structures to be positively fixed to rest of structure.
2.5.	Doors and Door Frames	
2.5.1.	External doors	
2.5.1.1.		Door to be of standard size 813 x 2032mm high with rebated frames fitted neatly into wall panels. Doors are to be solid external quality commercial grade doors, varnish or

2.5.1.2. All toilet doors to be fitted with relevant signage.
 2.5.1.3. painted finish and hung on 2 x 100mm hinges and fitted with a 3-lever mortice lock set with satin chrome handles as approved. Suitable door stops are to be provided. All doors to have weather bars fitted as standard.

2.5.1.3. OPTION TO CLAD EXTERNAL FACE WITH MATCHING CHROMADEK SHEET OF WALLING PROFILE.

2.5.2. Internal doors (toilet blocks)

2.5.2.1. Door to be of standard size 813 x 2032mm high. Internal toilet block doors not fitted with lock set but with approved indicator bolts. Toilet doors to be undercut by 100mm -150mm for ventilation.

2.5.2.2. Same material as for wall panels.

2.6. Windows

2.6.1. Only top and side hung Residential Type window frames are allowed (in aluminium). (See attached drawing for window sizes). All windows to be factory fitted with burglar bars to all fixed and opening sections. All windows to have weather bars fitted. Peg stay length 300mm. (See drawing attached). Glazing to comply with National Building Regulations (NBR) and South African National Standards (SANS). Window sections to have standard drip rail at top and must be fixed with fixing lugs into chassis structure, providing adequate weather seal against reveals.

2.6.2. All window frames to be of natural anodized aluminium sections.

2.6.3. No mechanical installation to be allowed for.

2.6.4. 3mm clear glazing to all windows.

2.6.5. Window frame divided into equal pane sizes of approximately 300 x 300mm.

2.6.6. Weather trims to be provided for the full length of the window.

2.6.7. Window Schedules

2.6.7.1. Classrooms, Offices, Stores, Library, Tuck Shop, Kitchen (see attached drawing):

a) Window type ND7

b) Window type NE7

2.6.7.2. Toilet blocks (see attached drawing)

a) Boys – window type NE1

b) Girls – window type NE1

2.6.7.3. ALL WINDOWS TO BE SUPPLIED WITH FACTORY FITTED, BURGLAR BARS AS STANDARD.

2.6.8.	Burglar Bars	All burglar bars to be mild steel.
2.6.8.1.		Burglar bars formed of vertical sections spaced at 300mm centres and horizontal sections spaced at 150mm centres.
2.6.8.3.		Burglar bars to be fixed internally.
2.6.8.4.		Burglar bars to be fixed to all fixed and opening sections.
2.6.8.5.		Burglar bars to fixed sections bent 75mm away from glazing surface.
2.7.	Access to Units - Steps/stairs	
2.7.1.		Access structure to be fixed to unit.
2.7.2.		Galvanized mild steel structure consisting of steps with a tread width of 350mm x 1000mm wide, to be formed of a galvanized mild steel plate with a non-slip surface.
2.7.3.		Top of landing to be level with top of finished floor of unit.
2.8.	Ventilation	
2.8.1.		All gable ends of units to have a minimum sized 200x200mm aluminium fixed blade ventilation louvre per gable (i.e., 2 louvres per unit, 4 frames). Louvre to comprise of and internal and external frame through fixed to each other and not fixed to the walling material.
2.9.	Sanitaryware	
2.9.1.		All toilets to be close couple. Vitreous china of approved brand, with 6 litre cisterns mechanically fastened to the backwalls
2.9.2.		Individual stop cocks to each wash hand basin, urinal and cistern.
2.9.3.		All urinals to have press button taps, to approved sample.
2.9.4.		Central points for water and sewer connections to main services outside the unit.
2.9.5.		Wash hand basins to have pedestals and push "on-demand" taps.
2.9.6.	Mirrors	
2.9.6.1.		Provide one mirror above each wash hand basin
2.9.6.2.		Size: 450mm high x 300mm wide
2.9.6.3.		6mm floated glass copper backed mirror with 10mm bevelled and polished edges holed for and fixed with chromium plated dome capped screws with rubber buffers.
2.10.	Plumbing & Drainage	
2.10.1.		Water supply: All pipes to be polycop with brass compression fittings.
2.10.2.		Waste: All waste, traps, pipes, etc to be uPVC fittings.
2.10.3.		Sewer: All traps, pipes, etc. To be uPVC with uPVC fittings.

2.11. Finishes internal and external

2.11.1. All internal and external finished must be profiled Chromadek. Panel's minimum of 40mm thick with polyurethane insulation. Minimum metal thickness of panels 0,50mm. composite panels to be compliant with all relevant National Building Regulations and SANS.

2.11.2. Minimum requirement finish to internal and external metal wall claddings, flashing and linings shall be epoxy coating.

2.12. Barge boards

2.12.1. Provide and fix barge boards at every rafter and against purlins. Approved profiles and materials only. Fixing of barge boards and facias to be approved.

2.13. Ceilings

2.13.1. Part of roof structure, no suspended ceilings allowed.

2.13.2. Where the ceiling slopes with the roof, the minimum floor to ceiling height must be 2 400mm, measured from floor to underside of wall plate.

2.13.3. Where the ceiling is flat (not sloping with the roof), the minimum floor to ceiling height must be 2 600mm, measured from floor to underside of ceiling.

2.13.4. Where the material used in ceiling panels does not equal the thermal insulation qualities of approved 50mm insulation, 50mm insulation must be provided over the full area of the ceilings.

2.14. Floor Covering

2.14.1. Minimum 2mm flexible heavy duty industrial PUR vinyl sheets with welded joints. No vinyl tiles permitted. A mechanical joint is to be installed by the supplier where units are joined in the centre.

2.14.2. 19 x 76mm wrought meranti skirting with three coats clear varnish to skirting.

2.15. Glazing

2.15.1. The glazing and fix of glass shall be carried out strictly in accordance with the SANS code of practice 0137. (Minimum 4mm thick). Classrooms to have clear glass and all abutments facilities to have obscure glass to approved sample.

2.16. Chalkboards

2.16.1. Supply and fix 2 vitreous magnetic chalkboard 2400 x 1200mm to classrooms complete with fixed full chalk rail and must be non-reflective, robust, durable and non-fade.

2.17. Pinning Boards

2.17.1. Supply and fix 2 pinning boards 2400 x 1200 mm to classrooms. 9mm Flortime Premier or other approved pinning board with surround.

2.18.	Electrical Other	2.18.1.	Complete unit electrical installation as per specifications. Supplier to submit design drawings for approval prior to installation.	2.18.2.	On completion a C.O.C (Certificate of Compliance) must be issued to the Department.		
2.19.	Telephone Installation	2.19.1.	Not required.				
2.20.	Intercom Installation	2.20.1.	Not required.				
2.21.	Fire extinguishers	2.21.1.	Each unit must be provided with a 4,5kg DCP fire extinguisher with signage and backboard, installed inside each classroom.				
2.22.	Liquid Petroleum Gas	2.22.1.	Liquid Petroleum Gas (LPG) is used for cooking purposes. The temporary mobile connection should comply with SANS 10087-1.	2.22.2.	LPGas will be supplied from a manifold installed inside a lockable cage on a level concrete plinth outside the container, all to be designed by the supplier.	2.22.3.	LPG piping from the manifold to the kitchen appliances must be exposed and in instances where ceilings are installed, must be installed below the ceilings.
2.23.	Site Reticulation – Water	2.23.1.	Design and build of temporary water reticulation system to mobile units, total length approximate 110m including all necessary excavations, valves, meters, testing etc. and connecting to the existing internal water reticulation on site. All works should conform to the relevant SANS 1200 standards and specifications.				
2.24.	Site Reticulation – Sewerage	2.24.1.	Design and build of temporary sewer drainage system to mobile units, total length approximate 100m including all necessary excavations, manholes, rodding eyes, testing etc. and connecting to the existing internal sewer reticulation on site. All works should conform to the relevant SANS 1200 standards and specifications.				
2.25.	Site Reticulation – Electrical	2.25.1.	Design and build of temporary electrical connection to mobile units, including all necessary excavations, testing etc. and connecting to the existing electrical supply reticulation on site. All works should conform to the relevant SANS 1200 standards and specifications.				

ANNEXURE D: PENALTIES CALCULATION

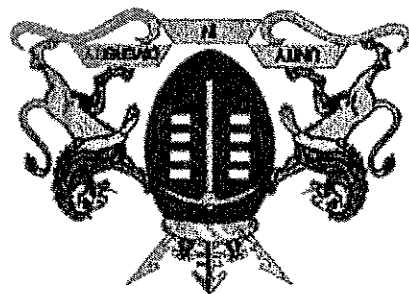
SUPPLY, DELIVER AND INSTALL MODULAR/MOBILE CLASSROOMS AND OTHER
MODULAR/MOBILE ACCOMMODATION AT KWADEDANGENDLALE SECONDARY SCHOOL

FOR PROCUREMENT DOCUMENTS

Tender No.: DID 19/09/2021

DEPARTMENT OF INFRASTRUCTURE DEVELOPMENT:
CHIEF DIRECTORATE - EDUCATION INFRASTRUCTURE

GAUTENG PROVINCE
EXPANDED PUBLIC WORKS PROGRAMME
INFRASTRUCTURE DEVELOPMENT
REPUBLIC OF SOUTH AFRICA



ANNEXURE D

CALCULATION OF PENALTIES

CALCULATION OF PENALTY PER DAY (EXCLUDING VAT)

CONTRACT PERIOD	RATE PER R100 OF ESTIMATE
1 month	27.5 cents
1.5 months	22 cents
2 months	16.5 cents
2.5 months	13.5 cents
3 months	11 cents
3.5 months	9.5 cents
4 months	8.5 cents
4.5 months	7.5 cents
5 months	6.25 cents
6 months	5.75 cents
7 months	4.75 cents
8 months	4 cents
9 months	3.75 cents
10 months	3.5 cents
11 months	3 cents
12 months	2.75 cents
14 months	2.5 cents
15 months	2.25 cents
16 months	2 cents
18 months	1.75 cents
20 months	1.5 cents
21 months	1.5 cents
24 months	1.25 cents
30 months	1 cent
36 months	1 cent
42 months	1 cent

PENALTY PER DAY ROUNDED OFF AS FOLLOWS:

R0	-	R500	nearest	R5
R501	-	R1 000	nearest	R10
R1 001	-	R5 000	nearest	R50
R5 001	-	and above	nearest	R100

EXAMPLE

Estimated contract value = 51 976 884 (excluding VAT)
Contract period = 15 months

$$R51\ 976\ 884 \times \frac{0.0225}{100}$$

$$= R11\ 694.80/\text{day}$$

Therefore rounded off to the nearest R100.00

$$= R11\ 700.00/\text{day}$$

PENALTIES ON CONTRACTS IN PHASES

Penalties must be calculated proportionally on the estimated contract value of each phase

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING. A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination. ** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

DECLARATION OF INTEREST

1.

Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

- 2.1 Full Name of bidder or his or her representative:
- 2.2 Identity Number:
- 2.3 Position occupied in the Company (director, trustee, shareholder², member):
- 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
- 2.5 Tax Reference Number:
- 2.6 VAT Registration Number:
- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

"State" means -

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1998 (Act No. 1 of 1998);

(b) any municipality or municipal entity;

(c) provincial legislature;

(d) national Assembly or the national Council of provinces; or

(e) Parliament.

"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7	Are you or any person connected with the bidder presently employed by the state?	YES / NO
2.7.1	If so, furnish the following particulars:	
	Name of person / director / trustee / shareholder/ member:	.....
	Name of state institution at which you or the person connected to the bidder is employed :	.....
	Position occupied in the state institution:	.....
	Any other particulars:	.....
2.7.2	If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	YES / NO
2.7.2.1	If yes, did you attach proof of such authority to the bid document?	YES / NO
	(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.	
2.7.2.2	If no, furnish reasons for non-submission of such proof:	
2.8	Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	YES / NO
2.8.1	If so, furnish particulars:	.....
2.9	Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?	YES / NO
2.9.1	If so, furnish particulars.	.....

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

3 Full details of directors / trustees / members / shareholders.

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

2.11.1 If so, furnish particulars:

whether or not they are bidding for this contract?

of the company have any interest in any other related companies

2.11 Do you or any of the directors / trustees / shareholders / members

YES/NO

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

2.10.1 If so, furnish particulars.

who may be involved with the evaluation and or adjudication of this bid?

any other bidder and any person employed by the state aware of any relationship (family, friend, other) between

2.10 Are you, or any person connected with the bidder,

YES/NO

.....
.....

4 DECLARATION

I, THE UNDERSIGNED (NAME).....
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

Signature	Position
.....	
Date	Name of bidder
.....	

November 2011

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 a) The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

POINTS	PRICE	B-BBEE STATUS LEVEL OF CONTRIBUTOR	Total points for Price and B-BBEE must not exceed
80		20	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2.

DEFINITIONS

- (a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) "prices" includes all applicable taxes less all unconditional discounts;
- (h) "proof of B-BBEE status level of contributor" means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3.

POINTS AWARDED FOR PRICE

THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 $P_{\min}$ = Price of lowest acceptable bid

4.

POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: = (maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

YES	NO
-----	----

(Tick applicable box)

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%

- ii) The name of the sub-contractor.....
 iii) The B-BBEE status level of the sub-contractor.....
 iv) Whether the sub-contractor is an EME or QSE

YES	NO
-----	----

(Tick applicable box)

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

8.2 VAT number:

8.3 Company number:

8.4 TYPE OF COMPANY/ FIRM

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

- [TICK APPLICABLE BOX]
- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited

8.6 COMPANY CLASSIFICATION

☐ Manufacturer

☐ Supplier

☐ Professional service provider

☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES 1. 2.	DATE: ADDRESS SIGNATURE(S) OF BIDDER(S)
--	--

SBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

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

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

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrialdevelopment/ip.jsp> at no cost.

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

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

Description of services, works or goods	Stipulated minimum threshold
Electrical Cables	90%
Steel products and components for construction	100%
Plastic Pipes	100%

3. Does any portion of the goods or services offered have any imported content?

YES	NO
-----	----

(Tick applicable box)

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER
LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF
EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY
(CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)
IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

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

(b) I have satisfied myself that:

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

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.
The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

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

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as

provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

WITNESS No. 2 _____

DATE: _____

DATE: _____

Local Content Declaration - Summary Schedule

(C1)	Tender No.
(C2)	Tender description:
(C3)	Designated product(s)
(C4)	Tender Authority:
(C5)	Tendering Entity name:
(C6)	Tender Exchange Rate:
(C7)	Specified local content %

Gauteng Department of Infrastructure Development

USD

EU

GBP

[illegible]

Signature of tenderer from Annex B

Date: _____

(C21) Total Exempt imported content	(C22) Total Tender value net of exempt imported content (C20-C21)
0	0

(C23) Total Imported content

(C24) Total local content (C22-C23)

(C25) Average local content % of tender (C24/C22)

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(01) Tender No.	
(02) Tender description:	
(03) Designated Product:	
(04) Tender Authority:	
(05) Tendering Entity Name:	
(06) Tender Exchange Rate:	USD

Engineering Department of Infrastructure Develop
--

Note: VAT to be excluded from all calculations

EU GBP

A. Exempted Imported Content

Tender Item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Invoice	Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted Imported value
(07)	(08)	(09)	(010)	(011)	(012)	(013)	(014)	(015)	(016)	(013+014+015)	(017)	(016x017)
Calculation of imported content												
(019) Total exempt imported value												
Summary												
This total must correspond with Annex C - C 21												

B. Imported directly by the Tenderer

Tender Item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total Imported value
(020)	(021)	(022)	(023)	(024)	(025)	(026)	(027)	(028)	(026+027+028)	(030)	(029x030)
Calculation of imported content											
(032) Total Imported value by tenderer											
Summary											

C. Imported by a 3rd party and supplied to the Tenderer

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity Imported	Total Imported value
(033)	(034)	(035)	(036)	(037)	(038)	(039)	(040)	(041)	(039+040+041)	(043)	(042x043)
Calculation of imported content											
(045) Total imported value by 3rd party											
Summary											

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(046)	(047)	(048)	(049)	(050)
Calculation of foreign currency payments				

Signature of tenderer from Annex B

(052) Total of foreign currency payments declared by tenderer and/or 3rd party

(053) Total of imported content & foreign currency payments - (032), (045) & (052) above

This total must correspond with Annex C - C 23

Date:

Annex E

SATS 1286.2011

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	Gauteng Department of Infrastructure Development

[illegible]

(£10) Manpower costs (Tenderer's manpower cost)

(£11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.)

(E12) Administration overheads and mark-up (Marketing, insurance, financing, interest etc.)

(E13) Total local content	
---------------------------	--

This total must correspond with Annex C - C24

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	☐	☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	☐	☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	☐	☐
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	☐ Yes ☐ No
4.4.1	If so, furnish particulars:	

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
 FORM IS TRUE AND CORRECT.
 I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
 ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
 PROVE TO BE FALSE.

Signature.....
 Position.....
 Date.....
 Name of Bidder.....

J8365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium³ will not be construed

as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. 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 Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

SBD 9

10. 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.

Signature	.....
Date	.....
Name of Bidder	.....

JS914w 2

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or

- analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

25. Force Majeure

26. Termination for Insolvency

27. Settlement of Disputes

28. Limitation of Liability

29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English. (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation (NIP) Programme	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices	34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.