

MHLONTLO LOCAL MUNICIPALITY



RE-ADVERT.
TENDER FOR CONSTRUCTION

GQUBELA TO MHLABATHI ACCESS ROAD

TENDER NO: MIG/R/EC/19097/23/24

TENDERER :

CLOSING DATE : 28/06/2023

CLOSING TIME : 12:00 pm

CIDB CRS NUMBER :

TOTAL BID PRICE :

ISSUED BY EMPLOYER:



The Municipal Manager
Mhlontlo Local Municipality
96 LG Mabindla Avenue
Qumbu
5180
Tel: (047) 553 7000
Fax: (047) 553 0189
Website: www.mhlontlolm.gov.za

1. PROTECTION OF PERSONAL INFORMATION

1.1. Processing limitations

It is recorded that, pursuant to its obligations under this Agreement, Service Provider will process Personal Information in connection with and for the purposes of the provision of the Services for or on behalf of Mhlontlo LM and will act as Mhlontlo LM's Operator for purposes of Protection of Personal Information Act (POPIA) no.4 of 2013. Unless required by law, Service Provider shall process the Personal Information only:

- 1.1.1. On behalf of Mhlontlo LM and in compliance with its instructions and this Agreement;
- 1.1.2. For the purposes connected with the provision of the Service Provider services or as specifically otherwise instructed or authorised by Mhlontlo LM in writing; and
- 1.1.3. Service Provider shall treat the Personal Information that comes to its knowledge or into its possession as confidential and shall not disclose it without the prior written consent of Mhlontlo LM.

1.2. Security measures

1.2.1. Service Provider warrants that it shall secure the integrity of the Personal Information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent:

- (a) Loss of, or damage to, or unauthorised destruction of the Personal Information; and
- (b) Unlawful access to or processing of the Personal Information.

1.2.2. Service Provider shall take reasonable measures to:

- (a) Identify all reasonable foreseeable internal and external risks to the Personal Information in its possession or under its control;
- (b) Establish and maintain appropriate safeguards against the risk identified;
- (c) Regularly verify that the safeguards are effectively implemented;
- (d) Ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards; and
- (e) Shall notify Mhlontlo LM of the risks identified and the safeguards established and implemented from time to time.

1.2.3. Service Provider shall:

- (a) Have due regard to generally accepted information security practices and processes which may apply to it;

- (b) Comply with Mhlontlo LM's information security practices and procedures and applicable industry or professional rules and regulations, of which Mhlontlo LM undertakes to keep Service Provider informed from time to time; and
- (c) Within five (5) business days of a request from Mhlontlo LM, Service Provider shall provide to Mhlontlo LM a written explanation and full details of the appropriate technical and organisational measures taken by or on behalf of Service Provider to demonstrate and ensure compliance with this clause.

1.3. Service Provider's general obligations with regards to Personal Information

1.3.1. In addition to the other obligations set out in this clause, Service Provider shall:

- (a) Take reasonable steps to ensure the reliability of any of its employees who have access to the Personal Information;
- (b) Limit access to the Personal Information only to those employees who need to know to enable Service Provider to perform the services and ensure that employees used by Service Provider to provide the Services have undergone training in the care and handling of the Personal Information;
- (c) Deal promptly and properly with all reasonable inquiries from Mhlontlo LM relating to its Processing of the Personal Information and provide to Mhlontlo LM copies of the Personal Information in the format reasonably specified by Mhlontlo LM;
- (d) Promptly inform Mhlontlo LM of its inability to comply with Mhlontlo LM's instructions and this clause, in which case Mhlontlo LM is entitled to suspend the processing of Personal Information and/or terminate this Agreement;
- (e) Provide Mhlontlo LM with full co-operation and assistance in relation to any requests for access or correction or complaints made by Data Subjects; and
- (f) At the request of Mhlontlo LM or any regulatory body, submit its Personal Information Processing facilities for audit of the Processing activities covered by this Agreement.

1.4. Notifications

1.4.1. Service Provider must notify Mhlontlo LM in writing:

- (a) Within 1 (one) business day or otherwise as soon as reasonably possible if any Personal Information has been or may reasonably believe to have been accessed or acquired by an unauthorised person or if a breach has occurred with reference to its use of the Personal Information under this Agreement. The notification must provide sufficient information to allow affected Data Subjects to take measures against the potential consequences of the compromise, including, if known to

Service Provider, the identity of the unauthorised person who may have accessed or acquired the Personal Information;

- (b) Within 3 (three) business days of receipt thereof, of any request for access to or correction of the Personal Information or complaints received by Service Provider relating to Mhlontlo LM's obligations in terms of POPIA and provide Mhlontlo LM with full details of such request or complaint; and
- (c) Promptly of any legally binding request for disclosure of Personal Information or any other notice or communication which relates to the Processing of the Personal Information from any supervisory or governmental body.

1.5. Return or destruction of Personal Information

Upon termination of this Agreement or upon request by Mhlontlo LM, Service Provider shall return any material containing, pertaining or relating to the Personal Information disclosed pursuant to this Agreement to Mhlontlo LM. Alternatively, Service Provider shall, at the instance of Mhlontlo LM, destroy such material and shall certify to Mhlontlo LM that it has done so, unless the law prohibits Service Provider from doing so. In applying this destruction alternative, the Service Provider shall provide Mhlontlo LM with the Certificate of Destruction to confirm that the destruction was done in a manner that the Personal Information cannot be reconstructed to its original format. In that case, Service Provider warrants that it will guarantee the confidentiality of the Personal Information and will not actively process the Personal Information any further.

1.6. Warranties

Service Provider warrants that in addition to the warranties stated in the rest of this Agreement, it shall comply with all regulatory and statutory requirements which impact on or relate to Service Provider and the Services, including, but not limited to, POPIA.

1.7. Indemnities

Service Provider hereby indemnifies and holds harmless Mhlontlo LM from any and all penalties, claims, loss or damage arising from any claim or action brought against Mhlontlo LM and arising from or due to Service Provider's breach of its information protection obligations set out in this clause.

1.8. Ownership of Information

- 1.8.1.** Service Provider acknowledges and agrees that Mhlontlo LM retains all right, title and interest in and to the Personal Information.
- 1.8.2.** Service Provider shall not possess or assert any lien or other right against or to such Personal Information and no such Personal Information shall be sold, assigned, leased

or otherwise disposed of to third parties by Service Provider or commercially exploited by or on behalf of Service Provider or its employees.

SIGNED AT _____ ON THIS _____ DAY _____ 2023

FOR AND ON BEHALF OF MHLONTLO
LOCAL MUNICIPALITY

FULL NAMES: MR L. NDABENI
CAPACITY: MUNICIPAL MANAGER

WITNESS 1:

WITNESS 2:

Names: _____

Names: _____

SIGNED AT _____ ON THIS _____ DAY OF _____ 2023

FOR AND ON BEHALF OF COMPANY NAME

FULL NAMES -----

CAPACITY :COMPANY DIRECTOR

WITNESS 1:

WITNESS 2:

Names: _____

Names: _____

NOTICE TO TENDERERS

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

A tender not complying with the peremptory requirements stated hereunder will be regarded as not being an “Acceptable Tender”, and as such will be rejected.

“Acceptable Tender” means any tender which, in all respects, complies with the conditions of tender and specifications as set out in the tender documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as

published in Government Gazette number 34350, dated 8 June 2011, in terms of which provision is made for this policy.

1. If a **VALID ORIGINAL** tax clearance certificate/Pin or copy thereof (or in the case of a joint venture, of all the partners in the joint venture) has not been submitted with the tender document on closing date of the tender. **(An expired tax clearance certificate submitted at the closure of the tender will NOT be accepted)**
2. If any pages have been removed from the tender document, and have therefore not been submitted, or a copy of the original tender document has been submitted.
3. Failure to complete the schedule of quantities as required, i.e. only lump sums provided.
4. Scratching out, writing over or painting out rates, without initialling next to the amended rates or information, affecting the evaluation of the tender.
5. The use of correction fluid (i.e. tippex/correctional fluid) or any erasable ink, e.g. pencil.
7. The Tender has not been properly signed by a person having the authority to do so. (Refer to Declaration)
8. Particulars required in respect of the tender have not been completed, except if information required on Preferencing Point System in respect of Broad Based Black Economic Empowerment Systems, is not completed, the tender will not be disqualified but no preference points will be awarded.
9. The Tenderer attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract
10. The tender has been submitted either in the wrong tender box or after the relevant closing date and time.
11. Failure to provide a valid certificate from the Department of Labour, or a declaration (Specific goals – “Equity ownership”) by a designated employer that it complies with the Employment Equity Act 55 of 1998.
12. If any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors / members to the municipality or municipal entity, or to any other municipality or municipal entity, are in arrears for more than three months. (Copies of all latest relevant municipal accounts of the tendering entity or in the case of joint ventures, each entity constituting the joint venture must be attached to this tender).
13. If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory.
14. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
 - (a) who is in the service of the state, or;
 - (b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
 - (c) who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.
15. The Tenderer will be rejected if they are not registered in the required CIDB contractor grading designation (category) or higher, if required in this tender documentation.
16. Tender offers will be rejected if the Tenderer or any of his directors is listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
17. Tender offers will be rejected if the Tenderer has abused the MLM’s Supply Chain Management System
18. Non submission of financial statements if required **(SEE TENDER DATA OR PRICING SCHEDULE)**

In this regard please note:

(18.1). If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act ,Act No.71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders **most recent** financial year **together with** the audited or independently reviewed annual financial statements **for the two**

immediately preceding financial years, unless the bidder was only established within the past three (3) years in which case **all** of its annual financial statements must be submitted.

(18.2). If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders **most recent** financial year **together with** the annual financial statements **for the two immediately preceding financial years**, unless the bidder was only established within the past three (3) years in which case **all** of its annual financial statements must be submitted.

(18.3). **Annual financial statements submitted must comply with the requirements of the Companies Act or the Close Corporations Act.**

(18.4). If the bidder only commenced business within the past three years, the bidder is required to submit annual financial statements in compliance with the provisions of (18.1) and (18.2) above for each of its financial years since commencing business.

(18.5). If a bidder is not required by law to have its annual financial statements audited or independently reviewed, or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above must be submitted.

19. If the following have not been fully completed and signed:

FORM 2.2.2 - GENERAL DECLARATION

FORM 2.2.3 - DECLARATION OF INTEREST

FORM 2.2.4 - DECLARATION OF BIDDER'S PAST SCM PRACTICES

FORM 2.2.5 - DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (IF APPLICABLE)

FORM 2.2.6 - CERTIFICATE OF INDEPENDENT BID DETERMINATION

FORM 2.2.7 -DECLARATION FOR MUNICIPAL ACCOUNTS

FORM 2.2.8 -DECLARATION FOR MUNICIPAL ACCOUNTS WHERE BIDS ARE EXPECTED TO EXCEED R10 MILLION

NOTE:

IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE FOLLOWING WORDS ARE SYNONYMOUS WITH EACH OTHER.

1. CLIENT, EMPLOYER, MHLONTLO LOCAL MUNICIPALITY (MLM).
2. TENDER, TENDER AND VARIATIONS THEREOF
3. JOINT VENTURE / CONSORTIUM

MHLONTLO LOCAL MUNICIPALITY

DEPARTMENT NAME: ISD DEPARTMENT-PMU

CONTRACT NO: MIG/R/EC/19097/23/24

FOR: GQUBELA TO MHLABATHI ACCESS ROAD

SUMMARY FOR TENDER OPENING PURPOSES

NAME OF TENDERING ENTITY:

.....

PHYSICAL STREET ADDRESS:	POSTAL ADDRESS:

TELEPHONE NUMBER:

FAX NUMBER:

E-mail ADDRESS:

CONTRACT PRICE: R
(Amount brought forward from the Form of Offer and Acceptance) *

Signed by authorised representative of the Tendering Entity:

DATE:

*** Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and apply.**

MHLONTLO LOCAL MUNICIPALITY

TENDER NO: MIG/R/EC/19097/23/24

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Part T1: Tendering Procedures

T1.1 TENDER NOTICE AND INVITATION TO TENDER

T1.2 TENDER DATA

T.1

**TENDER NOTICE AND INVITATION TO
TENDER**

MHLONTLO LOCAL MUNICIPALITY



T1.1: TENDER NOTICE

PROJECT NAME	CONTRACT NUMBER	SITE BRIEFING/ INSPECTION DATE	ADVERT DATE	REQUIRED CIDB GRADING	TENDER CLOSING DATE
Gqubela to Mhlabathi Access Road	MIG/R/EC/19097/23/24	There will be no compulsory briefing and inspection. If any bidder is interested to visit the site, she/he may submit a request to the technical department of the municipality.	08/06/ 2023	5CE or Higher	30//06/2023

Suitably qualified, capable and experienced tenderers are hereby invited to tender for the construction of the above project. The above project is situated in Mhlontlo Local Municipality within O.R. Tambo District Municipality.

Tenderers must take particular note of the following:

- Tenderers must declare performance guarantee as per contract.
- Tenderers are required to be registered for VAT and must submit an original SARS Tax Clearance Certificate or SARS status pin with the tender in order to be considered.
- Must submit copy of Co. or CC Documents together with certified copies of member's IDs.
- Tenderers are required to submit the Company Profile.
- Tenderers are required to submit proof of registration with CIDB as required in the above table.
- Tenders must submit certified copy for SANS Approved B-BBEE certificate . In case of joint venture B-BBEE must be combined.
- Submit Joint Venture agreement in the case of joint venture.
- Tenderers are required to submit the methodology on construction.
- Tenderers must submit all the requirements as per returnable schedules and must be attached in a relevant page.
- Submit proof of Municipal Rates not later than one month
- Failure to supply all supplementary information may result in the tender being deemed an incomplete tender and may not be considered forward.

Tender documents will be available as from 8th of June **2023**, on E-Tender at no cost. Tenderers must download from this site.

Evaluation Criteria

Received Responsive bids will be evaluated based on the following stages:

- Stage 1- functionality and those who score equal or more than 70% will be considered for price and equity.
- Stage 2- Price and MHLM Specific Goals

The 80/20 preference system will be used as per SCM policy, where 80 points will be for price and 20 for Specific Goals.

The Maximum points for this bid are allocated as followed

	Means of verification	Points allocation
HDI -Equity ownership	The municipality is going to use RACE OR NATIONALITY as means of verification and thus prospective service providers will be required to provide a copy of ID COPY as a proof in order to claim points for specific goals	6
Youth-Enterprise 18-35 years (MLM)	The municipality is going to use AGE as means of verification and thus prospective service providers will be required to provide a copy of ID COPY AND CSD as a proof in order to claim points for specific goals	6
Women-Equity ownership	The municipality is going to use GENDER OR SEX as means of verification and thus prospective service providers will be required to provide a copy of ID COPY, CK and CSD as a proof in order to claim points for specific goals	4
Disability-Equity ownership	The municipality is going to use MEDICAL CERTIFICATE as means of verification and thus prospective service providers will be required to provide a copy of MEDICAL CERTIFICATE and CSD as a proof in order to claim points for specific goals	2
Rural Enterprise	The municipality is going to use PROOF OF RESIDENCE FROM TRADITIONAL LEADER OR WARD COUNCILLOR OR as means of verification and thus prospective service providers will be required to provide a copy of PROOF OF RESIDENCE AND CSD as a proof in order to claim points for specific goals	2

Failure of a bidder to submit proof of specific goals claimed will be interpreted to mean that preference points for specific goals are not claimed.

Completed bid documents are to be placed in a sealed envelope endorsed " Gqubela to Mhlabathi Access Road: **BID No. MIG/R/EC/19097/23/24 Mhlontlo Local Municipality**" must be deposited in the Bid Box, at the offices of the Mhlontlo Local Municipality, Ground Floor, 96 LG Mabindla Avenue, Qumbu, 5180 not later than **12h00 on 30 June 2023**, at which time the bids will be opened in public.

All tenders shall hold good for 90 days after tender closing date. The Council is not bound to accept the lowest or any tender and or part thereof and the Council reserves the right to accept any tender in whole or in part. All electronic, telegraphic, telefax, e-mail and late tenders will not be considered and tenders not deposited in the tender box as prescribe in this notice will not be considered as well.

For enquiries regarding bid documents, please contact Mrs. N Budaza-Mditshwa at 047 553 7000.

For technical enquiries please contact the Technical Services of Mhlontlo Local Municipality, Ms. X.Y. Nqatyelwa @ 047 553 7000/ 047 542 0192.

Municipal Manager
Mr. L. Ndabeni
Mhlontlo Local Municipality
P.O. Box 31
Qumbu

T1.2

TENDER DATA

T1.2 TENDER DATA

The conditions of tender are the standard conditions of tender contained in Annex C of the Construction Industry Development Board Standard for Uniformity in Engineering and Construction Works Contracts, published in Government Gazette No. 42622 dated 8 August 2019.

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 the tender data 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.

Clause number	Data
C.1.1 ACTIONS	The Employer is: MHLONTLO LOCAL MUNICIPALITY 96 LG MABINDLA AVENUE QUMBU 5180
C.1.2 TENDER DOCUMENTS	The tender documents issued by the Employer comprise: THE TENDER Part T1 Tendering procedures Part T1.1 Tender notice and invitation to tender Part T1.2 Tender data Part T2 Returnable documents Part T2.1 List of returnable documents Part 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 Form of Guarantee C1.4 Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 Part C2 Pricing Data C2.1 Pricing Instructions C2.2 Bill of Quantity /Activity Schedules Part C3 Scope of Works C3 Scope of Works C3.1 Standard Specifications C3.2 Project Specifications C3.3 Particular Specifications Part C4 Site Information C4 Site Information C4.1 Locality Plan C4.2 Example of Contract Signboard Details C4.3 Existing Services Report C4.4 Conditions on Site: Materials Information (a) Drawings (issued by the Engineer). (b) 'General Conditions of Contract for Construction Works, Third Edition (2015)' issued by the South African Institution of Civil Engineering (abbreviated title 'General

Clause number	Data
	<p>Conditions of Contract 2015' – 'GCC 2015'). This document is obtainable separately and Tenderers shall obtain their own copy.</p> <p>(c) 'Occupational Health and Safety Act No. 85 of 1993', 'Occupational Health and Safety Amendment Act No. 181 of 1993', and the 'Construction Regulations, 2014' (Government Notice No. R. 489 published in Government Gazette No. 40883 of 2 June 2017,)',. These documents are obtainable separately and Tenderers shall obtain their own copies.</p> <p>(d) 'Construction Industry Development Board Act No. 38 of 2000' as amended and the 'Regulations in terms of the Construction Industry Development Board Act No. 38 of 2000' (Government Notice No. R. 692 published in Government Gazette No. 26427 of 9 June 2004, as amended).</p> <p>In addition, Tenderers are advised, in their own interest, to obtain their own copies of the relevant Acts, Regulations and Standards referred to in this document as they are essential for the Tenderer to become acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and participation of targeted enterprises and labour.</p>
<p>C.1.4 COMMUNICATION</p>	<p>The Employer: Name: Mhlontlo Local Municipality Address: 96 L. G. Mabindla, <i>Qumbu</i>, 5180 Tel: (047) 553 7000 Fax: (047) 553 0189 E-mail: scm@mhlontlolm.gov.za</p>
<p>C.2.1 ELIGIBILITY</p>	<p>(a) CIDB registration</p> <p>Only those tenderers who satisfy the following criteria are eligible to submit tenders. Only those Tenderers who are registered with the CIDB in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5CE or higher class of construction work are eligible to submit tenders. Only contractors whose CIDB status is "Active" at the time of evaluation will be considered for further evaluation. Contractors whose status is "Suspended" or "Expired" will not be considered for evaluation and will be disqualified from the bidding process.</p> <p>(b) Central Supplier Database</p> <p>Tenderers, or in the event of a joint venture, each member of the joint venture, must be registered on the Central Supplier Database at the closing date for tender submissions. Tenders received from such tenderers who do not comply with this requirement, will be considered non-responsive.</p> <p>Prospective suppliers should self-register on the CSD website www.csd.gov.za.</p> <p>(c) Local production and content of goods (Returnable Schedule D - MBD 6.2)</p> <p>Only locally produced goods or locally manufactured goods for construction meeting the minimum threshold for local production and content as stipulated in Returnable Schedule D - MBD 6.2 will be considered.</p>

Clause number	Data
	<p>Joint Ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> (1) each member of the joint venture is registered with the CIDB, (2) the lead partner has a contractor grading designation in the CE class of construction work; and (3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations (according to the CIDB website Joint Venture Grading Designation Calculator) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5CE or higher class of construction work.
C.2.7 CLARIFICATION MEETING	The arrangements for a compulsory information session are stated in the Tender Notice and Invitation to Tender. Completion of the Attendance Register at the Briefing Meeting will be deemed as proof of attendance. Tenderers are however obligated to complete and sign the included form.
C.2.10 PRICING THE TENDER OFFER	All Tenderers that are registered for Value Added Tax (VAT) with the South African Revenue Service (SARS) must include VAT in their tender offer.
C.2.12 ALTERNATIVE TENDER OFFERS	<p>If a Tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Engineer.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the Tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Tender Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
C.2.13.1 SUBMITTING A TENDER OFFER	Tenderers may only offer to provide services or supplies identified in the contract data to complete the Whole Works
C.2.13.3 SUBMITTING A TENDER OFFER	<p>The <i>whole original</i> tender document, <i>as issued by the MLM</i> shall be submitted. <i>No copies will be accepted.</i></p> <p>Tenders may only be submitted on the Tender documentation issued by the MLM.</p>
C.2.13.5 SUBMITTING A TENDER OFFER	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p style="text-align: center;">Tender box at the Offices of the Mhlontlo Local Municipality 96 LG MABINDLA AVENUE Qumbu 5180</p> <p>Identification details: MIG/R/EC/19097/23/24</p> <p>Description of project: Gqubela to Mhlabathi Access Road</p>
C.2.15 CLOSING TIME	<p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.</p> <p>Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p>

Clause number	Data
C.2.16 TENDER OFFER VALIDITY	The tender offer validity period is 90 days .
C.2.18 PROVIDE OTHER MATERIAL	The tenderer shall, when requested by the Employer to do so, submit the 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.2.19 INSPECTIONS, TESTS AND ANALYSIS	Access must be provided to the construction site for the Engineer and his representative at all stages, as well as to service providers for relocation of services, as well as specialists (geotechnical and survey).
C.2.23 CERTIFICATES	<p>The Tenderer is required to submit with his tender.</p> <ol style="list-style-type: none"> 1) a Certificate of Contractor Registration issued by the Construction Industry Development Board. 2) where the tendered amount inclusive of VAT exceeds R 10 million: <ol style="list-style-type: none"> i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing; ii) a certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days; iii) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract; iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic. 3) A valid Tax Clearance Certificate/Pin 4) Bidders must be registered with the National Treasury Central Supplier Database or provide proof that a request for registration has been submitted. 5) A BBBEE status level verification certificate 6) A preliminary, project specific Health & Safety plan <p>Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such Tenderers must submit the Certificates of Contractor Registration in respect of each partner.</p>
C.3.4 OPENING OF TENDER SUBMISSIONS	Tenders will be opened immediately after the closing time for tenders at Mhlontlo Local Municipality, 96 LG Mabindla Avenue, Qumbu, 5180
C.3.5 TWO-ENVELOPE SYSTEM	A two-envelope procedure will not be followed.
C.3.9.1 ARITHMETICAL ERRORS	<p>Replace the contents of the clause with the following: Check responsive tender offers for arithmetical errors, correcting them in the following manner:</p> <ol style="list-style-type: none"> a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the rates can be adjusted, but the line item total shall not be corrected. c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

Clause number	Data																																										
C.3.11 EVALUATION OF TENDER OFFERS	The preference procedure for evaluation of responsive tender offers shall be the 80/20-point preference system, in full compliance with Form 2.3.3. Technical and general criteria will be evaluated in terms of Clause C.3.11.1																																										
C3.11.1	<p>The evaluation of tender offers will be based on administrative compliance, functionality, price and preference in accordance with the Preferential Procurement Regulations 2017, as amended.</p> <p>(a) Functionality (Returnable Schedule – Technical Proposal)</p> <p>The scope of work for this contract is classified in the following table</p> <table border="1" data-bbox="459 465 1552 831"> <thead> <tr> <th data-bbox="459 465 1385 528"><i>Please mark appropriate:</i></th> <th data-bbox="1385 465 1552 528">YES / NO</th> </tr> </thead> <tbody> <tr> <td data-bbox="459 528 1385 656">Simple/straightforward/routine work - where the tasks or activities are of a straightforward nature in terms of which inputs are relatively well known and outputs can be readily defined.</td> <td data-bbox="1385 528 1552 656">NO</td> </tr> <tr> <td data-bbox="459 656 1385 741">Complex work - characterised by requirements for higher levels of skills, greater resources or not well-defined inputs and outputs.</td> <td data-bbox="1385 656 1552 741">NO</td> </tr> <tr> <td data-bbox="459 741 1385 831">Specialist work - requiring considerable innovation, creativity, and expertise or skill (or both) or work that has a high downstream impact.</td> <td data-bbox="1385 741 1552 831">YES</td> </tr> </tbody> </table> <p>The functionality criteria and weighting for each of the sub-criteria on which the Technical Requirements submitted with Returnable Schedule will be evaluated, is indicated in the following table.</p> <table border="1" data-bbox="472 943 1552 1921"> <thead> <tr> <th data-bbox="472 943 810 1028">COMPETENCE</th> <th data-bbox="810 943 948 1028">TOTAL SCORE</th> <th data-bbox="948 943 1394 1028">REQUIRED EVIDENCE</th> <th data-bbox="1394 943 1552 1028">SCORE</th> </tr> </thead> <tbody> <tr> <td data-bbox="472 1028 810 1559" rowspan="7"> Availability of Plant and Equipment Note: Proof of ownership in the form of vehicle registration that the firm's equipment must be attached and failure to do so will result in forfeiting the plant points NB: If the bidder leases the plant then half points will be allocated on each plant provided. 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Clause number	Data			
<p>Key Personnel and Qualification The company must provide the CV's with copies of qualification and ID of the resources to be deployed on the project</p> <p>NB: Signed CV with Declaration of Authenticity by employee (Page RD 12) and less than (6) six Months Certified Copies of Qualification to Claim Points</p>	20	Project Manager/Contract Manager: (ND Civil Eng./B -Tech.Civil Eng. or equivalent) with 5 years' relevant experience and above. References must traceable as they may be verified	6	
		Project Manager/Contract Manager: (ND Civil Eng/B -Tech.Civil Eng, BSC or equivalent) with 3-5 years' relevant experience. References must traceable as they may be verified	3	
		Project Manager/Contract Manager: (ND Civil Eng/B -Tech.Civil Eng or equivalent) with 1-3years relevant experience. References must traceable as they may be verified	1	
		Project Manager/Contract Manager: With no experience, no qualification	0	
		Site Agent (ND Civil Eng/B -Tech.Civil Eng or equivalent) with 5 years relevant experience and above. References must traceable as they may be verified	4	
		Site Agent (ND Civil Eng/B -Tech.Civil Eng or equivalent) with 3-5 years relevant experience. References must traceable as they may be verified	2	
		Site Agent :(ND Civil Eng/B -Tech.Civil Eng or equivalent) with 1-3years relevant experience. References must traceable as they may be verified	1	
		Site Agent: With no experience, no qualification	0	
		Health and Safety Officer (OHS Certificate with registration to SACPCMP)	4	
		Site Foreman (Skill with relevant experience for similar project/s 5 years and above	6	
	None of the above	0		
	Quality of methodology relevant to assignment step by step with time frames	30	A fully detailed methodology aligned to the Terms of Reference with clear milestones and time frames.	30
			Basic methodology with time frames	10
		Unclear methodology with no time frames	0	
TOTAL	100	Minimum	70	

Note: All personnel to be in employ of the bidding enterprise or letter of intent for personnel outside the employ of the bidding enterprise to be included with CV. Bidding with multiple enterprises will not be allowed. The Department will disregard all experience of duplicated personnel. The Department reserve the right to assess the functionality ongoing to ensure compliance. The Department must be apprised immediately if there is any change to the personnel identified in the tender document. Failure to comply with this requirement shall lead to contract termination. Any replacement must have equal or higher experience.

Clause number	Data
	<p>(b) Price and specific Goals</p> <p>Tenders will be evaluated on price and specific goals in accordance with the Preferential Procurement Regulations, 2017.</p> <p>Preference points must be claimed using Returnable Schedule D – MDB 6.1 in accordance with the tenderer's B-BBEE specific goals.</p> <p>The tenderer's B-BBEE Status Level Verification Certificate must comply with the requirements of Returnable Schedule E and be submitted as an attachment to the returnable schedule.</p> <p><u>Total Score for Price and Mhlontlo specific Goals</u></p> <p>The points scored for a Tenderer in respect of Price will be added to the points scored in respect of Mhlontlo Specific goals. Only the tender with the highest number of points may be selected, except in those instances permissible by legislation, practice notes or relevant policies.</p>
<p>C.3.13.1 ACCEPTANCE OF TENDER OFFER</p>	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> a) the tenderer's tax matters have been declared by the South African Revenue Service to be in order; b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; d) the tenderer has not: <ol style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; and 5) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process. <p>Tenders containing any one or more of the errors or omissions, or tenders not having complied with any one of the peremptory tender conditions as detailed on page 2 of this tender document, shall not be considered and shall automatically be rejected.</p>
<p>C.3.18 PROVIDE COPIES OF THE CONTRACTS</p>	<p>The number of paper copies of the signed contract to be provided by the Employer is one.</p>
<p>ADDITIONAL CONDITIONS APPLICABLE TO THIS TENDER</p>	<p>The additional conditions of tender are:</p> <ol style="list-style-type: none"> 1. The Employer/Engineer may also request that the Tenderer provide written evidence that his financial, labour and other resources are adequate for carrying out the contract. 2. The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations. 3. The tender document shall be submitted as a whole and shall not be taken apart. 4. List of returnable documents (PART T2) must be completed in full. (A Tenderer's company profile will not be used by the MLM to complete PART T2 on behalf of the Tenderer) <p>NB: If PART T2 is not completed in full by the Tenderer, this offer will be rejected.</p>

RETURNABLE DOCUMENTS

PART T2 LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following returnable documents.

T2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER
EVALUATION PURPOSES32-54

T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER
EVALUATION PURPOSES55-70

T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED
IN THE CONTRACT71-96

T2.4 OTHER DOCUMENTS THAT WILL BE INCLUDED IN
THE CONTRACT

NOTE:

Although the documents under Part T2 is headed "Returnable Documents" in line with the CIDB model, these are not the only documents to be returned together with the tender. **All** the documents indicated on Part T1, must be completed and signed where applicable and submitted as a **complete set of documents**.

T2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

CONTENTS

	<u>PAGE(S)</u>
FORM 2.1.1: SCHEDULE OF CONSTRUCTION PLANT	33
FORM 2.1.2: SIZE OF ENTERPRISE AND CURRENT WORKLOAD	34
FORM 2.1.3: STAFFING PROFILE	35
FORM 2.1.4: PROPOSED KEY PERSONNEL	36
FORM 2.1.5: SCHEDULE OF PREVIOUS WORK CARRIED OUT BY TENDERER	37
FORM 2.1.6 SCHEDULE OF PREVIOUS WORK CARRIED OUT BY TENDERER FOR MLM	38-39
FORM 2.1.7: FINANCIAL ABILITY TO EXECUTE THE PROJECT	40-41
FORM 2.1.8: AUTHORITY FOR SIGNATORY	42-43
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FORM 2.1.10: SCHEDULE OF PROPOSED SUB CONTRACTORS	51
FORM 2.1.11 DETAILS OF ALTERNATIVE TENDERS SUBMITTED	52
FORM 2.1.12 AMENDMENTS & QUALIFICATIONS BY TENDERER	53
FORM 2.1.13 LABOUR-ENHANCED METHODS: PROPOSED PLANNED ACTIONS OF TENDERER RESULTING IN DEVIATIONS FROM SPECIFIED WORK	54

FORM 2.1.1 SCHEDULE OF CONSTRUCTION PLANT

The Tenderer shall state below what Constructional Plant will be available for the work should he be awarded the Contract. Distinction must be made between plant owned and plant that is to be hired for the duration of the contract.

For owned plant, proof of ownership must be supplied. Further, the type and model of plant must be described. This forms a material part of the adjudication. Failure to supply sufficient proof may result in no points being awarded.

Points for hired plant will only be allocated if an original Letter of Intent is attached from a Plant Hire Company registered with the Contractors Plant Hire Association (CPHA). The letter is to clearly indicate that the Plant intended for the contract will be available for the full duration of the project. Such Letter of Intent is to be unqualified and certified by a Registered Commissioner of Oaths.

DESCRIPTION, SIZE, CAPACITY	NUMBER	Owned (O)/Hired (H)
(i)		
ii) Backhoe Loader minimum 60 kW (Caterpillar 416D or equivalent)		
(iii) Excavator minimum 20 tons 103 kW (Caterpillar 302C or equivalent)		
(iv) Water Tanker Truck minimum 15 m3 capacity		
(v) Compressor complete with hand tools and attachments – minimum 250 cfm		
(vi) Tip Truck – minimum truck capacity of 5m ³		
(vii) Revolving drum type concrete mixer – minimum capacity 0,3 m ³		
(viii) Pedestrian type vibrating roller (Bomag BW65H or equivalent)		
(ix) Compaction vibrating roller – Single Drum Smooth – Self Propelled – minimum 12 tons		
(x) Other (specify)		

What was your turnover in the previous financial year? R _____

What is the estimated turnover for your current financial year? R _____

Physical facilities:

Provide information on offices, factories, yards and warehouses occupied by your enterprise (attach details if the space provided is not enough)

Description	Address	Area (m ²)

List your current contracts and obligations:

Description	Value ©	Start date	Duration	Expected completed date

Do you have the capacity to supply the goods and services described in this tender, should the contract be awarded to you?

STAFFING PROFILE

Provide information on the staff that you have available to execute this contract (attach a separate list if the space provided is insufficient)

Own staff: gender and race	Number of staff
Staff to be employed for the project: gender and race	Number of staff

FORM 2.1.4 PROPOSED KEY PERSONNEL

The Tenderer shall list below the key personnel (including first nominee and the second choice alternate), whom he proposes to employ on the project should his Tender be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities. **Detailed CVs for key personnel must accompany the tender submission.**

DESIGNATION	NAME OF	NATIONALITY	SUMMARY OF		HDI Status Yes/No	NQF 7 Certified Yes/No
	(5) NOMINEE (ii) ALTERNATE		QUALIFICATIONS	EXPERIENCE AND PRESENT OCCUPATION		
<u>HEADQUARTERS</u> Partner/director						
Project manager						
Other key staff (give designation)						
<u>CONSTRUCTION MONITORING</u> Site Agent						
Engineer on Site						
Construction supervisor (give designation)						
Other key staff (give designation)						

FORM 2.1.5 SCHEDULE OF PREVIOUS WORK CARRIED OUT BY TENDERER

Provide the following information on **relevant previous experience**. Indicate comparable projects of similar or larger size. This information is material to the award of the Contract.

No points will be awarded if reference cannot be reached or if it refuses to supply information.

NOTE : This form will be verified, please also attach Appointment letter and completion Certificates

ASSESSMENT OF BIDDER FORM: ASSESSMENT OF BIDDER'S PERFORMANCE BY INDEPENDENT REFERENCE					
(This must be sent by the bidder to the references listed in the Experience of Tenderer schedule. All assessment forms must be attached with the tender submission.)					
Name of Bidder					
Contract/Tender Number (if applicable)					
Value of Contract					
Date of Commencement					
Contract Duration					
Contract Completion Date					
Your assessment of the Contractor's performance in the following areas: Please tick one of the blocks on the right hand side. 1 = Poor; 5 = Excellent	1	2	3	4	5
Turn-around times					
Quality of feedback					
Accessibility and availability					
Reliability					
Customer satisfaction					
1 = Poor; 2 = Unsatisfactory; 3 = Average; 4 = Good; 5 = Excellent					
COMMENTS:					
Name of Person Completing this Assessment Form					
Representing Firm					
Telephone Number					
Email Address					
Date of Assessment					
OFFICIAL COMPANY STAMP AND SIGNATURE OF DIRECTOR OR MANAGER INFRASTRUCTURE					

ASSESSMENT OF BIDDER FORM: ASSESSMENT OF BIDDER'S PERFORMANCE BY INDEPENDENT REFERENCE

(This must be sent by the bidder to the references listed in the Experience of Tenderer schedule.
All assessment forms must be attached with the tender submission.)

Name of Bidder					
Contract/Tender Number (if applicable)					
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Your assessment of the Contractor's performance in the following areas: Please tick one of the blocks on the right hand side. 1 = Poor; 5 = Excellent	1	2	3	4	5
Turn-around times					
Quality of feedback					
Accessibility and availability					
Reliability					
Customer satisfaction					
1 = Poor; 2 = Unsatisfactory; 3 = Average; 4 = Good; 5 = Excellent					
COMMENTS:					
Name of Person Completing this Assessment Form					
Representing Firm					
Telephone Number					
Email Address					
Date of Assessment					
OFFICIAL COMPANY STAMP AND SIGNATURE OF DIRECTOR OR MANAGER INFRASTRUCTURE					

ASSESSMENT OF BIDDER FORM: ASSESSMENT OF BIDDER'S PERFORMANCE BY INDEPENDENT REFERENCE

(This must be sent by the bidder to the references listed in the Experience of Tenderer schedule.
All assessment forms must be attached with the tender submission.)

Name of Bidder	
Contract/Tender Number (if applicable)	
Value of Contract	
Date of Commencement	
Contract Duration	
Contract Completion Date	

Your assessment of the Contractor's performance in the following areas: Please tick one of the blocks on the right hand side. 1 = Poor; 5 = Excellent	1	2	3	4	5
Turn-around times					
Quality of feedback					
Accessibility and availability					
Reliability					
Customer satisfaction					
1 = Poor; 2 = Unsatisfactory; 3 = Average; 4 = Good; 5 = Excellent					

COMMENTS:

Name of Person Completing this Assessment Form	
Representing Firm	
Telephone Number	
Email Address	
Date of Assessment	

OFFICIAL COMPANY STAMP AND SIGNATURE OF DIRECTOR OR MANAGER INFRASTRUCTURE	
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ASSESSMENT OF BIDDER FORM: ASSESSMENT OF BIDDER'S PERFORMANCE BY INDEPENDENT REFERENCE

(This must be sent by the bidder to the references listed in the Experience of Tenderer schedule.
All assessment forms must be attached with the tender submission.)

Name of Bidder	
Contract/Tender Number (if applicable)	
Value of Contract	
Date of Commencement	
Contract Duration	
Contract Completion Date	

Your assessment of the Contractor's performance in the following areas: Please tick one of the blocks on the right hand side. 1 = Poor; 5 = Excellent	1	2	3	4	5
Turn-around times					
Quality of feedback					
Accessibility and availability					
Reliability					
Customer satisfaction					

1 = Poor; 2 = Unsatisfactory; 3 = Average; 4 = Good; 5 = Excellent

COMMENTS:

Name of Person Completing this Assessment Form	
Representing Firm	
Telephone Number	
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ASSESSMENT OF BIDDER FORM: ASSESSMENT OF BIDDER'S PERFORMANCE BY INDEPENDENT REFERENCE

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Representing Firm								
Telephone Number								
Email Address								
Date of Assessment								
OFFICIAL COMPANY STAMP AND SIGNATURE OF DIRECTOR OR MANAGER INFRASTRUCTURE								

FORM 2.1.6 SCHEDULE OF CURRENT/PREVIOUS WORK CARRIED OUT BY THE TENDERER FOR MLM

Tenderers must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past for MLM or are currently underway for the MLM.

<u>CURRENT PROJECTS UNDERTAKEN FOR MLM</u>			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE
TOTAL AMOUNT OF PROJECTS <u>CURRENTLY UNDERTAKEN</u> FOR MLM			R

.....
DATE

.....
SIGNATURE OF TENDERER

<u>RECENT PROJECTS UNDERTAKEN BY SERVICEPROVIDER</u>			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE
TOTAL AMOUNT OF PROJECTS <u>RECENTLY UNDERTAKEN</u> FOR MLM			R

.....
DATE

.....
SIGNATURE OF TENDERER

FORM 2.1.7 FINANCIAL ABILITY TO EXECUTE THE PROJECT

Provide details on the surety you will provide if the tender is awarded to you

AMOUNT

Which of the following institutions will provide surety?

- Bank registered in terms of the Bank Act 1990 (Act 94 of 1990): _____
- Insurance Company registered in terms of the Short Term Insurance Act 1998 (Act 53 of 1998):

- Cash: _____

Provide the estimated cash flow on the project in terms of submissions of payment certificates or payment schedules to the Employer

Month no	Amount (VAT included)			Cumulative cash flow
	a Received	b Payments made	a – b Net cash flow	
1			d	j=d
2			e	j+e=k
3			f	k+f=l
4			g	l+g=m
5			h	m+h=n
6			Etc.	Etc.
7				
8				
9				
10				
11				
12				
13				
14				
Maximum negative cash flow: Take the largest negative number in the last column and write it in here → → → → → →				

Notes:

- (5) Value added tax to be included in all amounts
- (ii) Assume payment of certificates within 30 days of approval of certificate

From what sources will you fund the above amount (e.g. Funds internally available, bank overdraft, loan, etc)

FORM 2.1.8 AUTHORITY FOR SIGNATORY

All signatories, **excluding sole proprietors**, shall confirm their authority by **attaching to the last page of this tender** a duly signed and **dated original or certified copy** of the relevant resolution of their meeting of members or their board of directors, as the case may be, *or by completing one of the following:*

1: COMPANIES / CLOSE CORPORATIONS

EXAMPLE SHOWN BELOW

“By resolution of the board of directors or meeting of members passed on,

Mr/Ms.....

whose signature appears below, has been duly authorised to sign all documents in connection with the Tender for

Contract number And any Contract, which may arise there from on behalf of the Tendering

Entity, namely,

SIGNED ON BEHALF OF THE TENDERING ENTITY: NAME:

SIGNATURE:

IN HIS/HERS CAPACITY AS:

DATE:

AUTHORISED PERSON'S SPECIMEN SIGNATURE:

AUTHORISED PERSON'S SPECIMEN INITIAL

WITNESSES:

1.
NAME

SIGNATURE

DATE

2.
NAME

SIGNATURE

DATE

AUTHORITY FOR SIGNATORY

2: JOINT VENTURE / CONSORTIUM / PARTNERSHIP :

EXAMPLE SHOWN BELOW

We, the undersigned are submitting this tender and hereby authorize
 to sign all documents in connection with the tender for Contract number And any
 contract resulting from it on our behalf.

NAME OF FIRMS	ADDRESS, TEL. NO., FAX. NO.	DULY AUTHORIZED SIGNATORY
Name of Firm no1	Address of 1 st Firm	Signature:..... Name:..... Designation:.....
Name of Firm no 2	Address of 2 nd Firm	Signature:..... Name:..... Designation:.....
Name of Firm no 3	Address of 3 rd Firm	Signature:..... Name:..... Designation:.....
Name of Firm no 4	Address of 4 TH Firm	Signature:..... Name:..... Designation:.....
Name of Firm no 5	Address of 5 TH Firm	Signature:..... Name:..... Designation:.....

SPECIMEN SIGNATURES AND INITIALS OF PERSON AUTHORIZED TO SIGN ALL DOCUMENTATION

5.(SIGNATURE).....(INITIAL)
 2.....(SIGNATURE).....(INITIAL)
 3.....(SIGNATURE).....(INITIAL)

DATE:

WITNESSES:

1.	<input type="text"/>	<input type="text"/>	<input type="text"/>
	NAME	SIGNATURE	DATE
2.	<input type="text"/>	<input type="text"/>	<input type="text"/>
	NAME	SIGNATURE	DATE

FORM 2.1.9 MLM JOINT VENTURE DISCLOSURE FORM

GENERAL

- 5) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- 5) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a) the contributions of capital and equipment
 - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- 5) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

5. JOINT VENTURE PARTICULARS

- 5) Name
- b) Postal address.....
.....
.....
- c) Physical address
-
.....
- 5) Telephone
- 5) Fax

5. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

- 2.1(a)** Name of Firm
- Postal Address
- Physical Address
- Telephone
- Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:
.....

2.2(a) Name of Firm
Postal Address.....
Physical Address
Telephone
Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....
(Continue as required for further non-Affirmable Joint Venture Partners)

5. **IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER**

3.1(a) Name of Firm
Postal Address.....
Physical Address
Telephone
Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.2(a) Name of Firm
Postal Address.....
Physical Address
Telephone
Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.3(a) Name of Firm
Postal Address.....
Physical Address
Telephone
Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

5. **BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

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

5. OWNERSHIP OF THE JOINT VENTURE

- a) Affirmable Joint Venture Partner ownership percentage(s)%
- b) Non-Affirmable Joint Venture Partner ownership percentage(s)%
- c) Affirmable Joint Venture Partner percentages in respect of : *
 - (i) Profit and loss sharing
 - (ii) Initial capital contribution in Rands

(*Brief descriptions and further particulars should be provided to clarify percentages).

- (iii) Anticipated on-going capital contributions in Rands
- (iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. **CONTROL AND PARTICIPATION IN THE JOINT VENTURE**

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(5) Joint Venture cheque signing

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

(5) Authority to enter into contracts on behalf of the Joint Venture

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

(5) ©Signing, co-signing and/or collateralising of loans

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

(5) Acquisition of lines of credit

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

(5) ©Acquisition of performance bonds

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

(f) Negotiating and signing labour agreements

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

8. **MANAGEMENT OF CONTRACT PERFORMANCE**

(Fill in the name and firm of the responsible person).

(5) Supervision of field operations

.....

(5) Major purchasing

.....

(5) ©Estimating
.....

(5) Technical management
.....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

(5) Identify the “managing partner”, if any,
.....
.....
.....
.....

(5) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?
.....
.....
.....
.....

(5) Describe the management structure for the Joint Venture’s work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”.

10. PERSONNEL

(5) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

(5) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(5) Number currently employed by Affirmable Joint Venture Partners.....

(ii) Number currently employed by the Joint Venture.....

(5) ©Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

(5) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

(5) ©Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature

Duly authorised to sign on behalf of

Name

Address.....

Telephone.....

Date

Signature

Duly authorised to sign on behalf of

Name

Address.....

Telephone.....

Date

Signature

Duly authorised to sign on behalf of

Name

Address.....

Telephone.....

Date

(Continue as necessary)

FORM 2.1.10 SCHEDULE OF PROPOSED SUBCONTRACTORS

Provide details on all sub-contractors you intend utilising for this contract:

Type of work to be used for	a % of contract	Name of sub-contractor	b % HDI ownership	Female ownership Yes / No	c=a x b/100 Total contribution to HDI ownership
Total % of contract sub-contracted		Total contribution of HDI ownership			

See condition of tender.

DESCRIPTION

See condition of tender

PAGE	DESCRIPTION

ACTIVITY OR PAY ITEM	DESCRIPTION OF PLANNED ACTION RESULTING IN DEVIATION FROM SPECIFIED WORK

Compliance with Employment Equity Act 55 of 1998

Attach a valid certificate from the Department of Labour, or a declaration (refer to “Form 2.3.5 – Specific goals”) by the **designated employer**, that the employer complies with the relevant chapters of the Employment Equity Act.

Definitions in terms of the last mentioned Act.

“**designated employer**” means-

- a) an employer who employs 50 or more employees;
- b) an employer who employs fewer than 50 employees, but has a total annual turnover that is equal to or above the applicable annual turnover of a small business in terms of Schedule 4 to this Act.”

“Schedule 4”**TURNOVER THRESHOLD APPLICABLE TO DESIGNATED EMPLOYERS**

Sector or sub sector in accordance with the Standard Industrial Classification	Total annual turnover
Agriculture	R 5,00 m
Mining and Quarrying	R 39,00 m
Manufacturing	R 51,00 m
Electricity, Gas and Water	R 51,00 m
Construction	R 26,00 m
Retail and Motor Trade and Repair Services	R 39,00 m
Wholesale Trade, Commercial Agents and Allied Services	R 64,00 m
Catering, Accommodation and other Trade	R 13,00 m
Transport, Storage and Communications	R 26,00 m
Finance and Business Services	R 26,00 m
Community, Social and Personal Services	R 13,00 m

T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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OTHER DOCUMENTS TO BE SUBMITTED WITH THE TENDER

	Submitted (Y/N)
• Certified copy of VAT Registration Certificate	Y/N
• Certified copy of Workmen's Compensation Certificate, Act 4 of 2002	Y/N
• Certified copy of Unemployment Insurance Certificate, Act 4 of 2002	Y/N
• Certified copy of an IRP30 Exemption Certificate or an IRP 3(8) Tax Directive for the current year	Y/N
• Certified copy of Certificate of Incorporation (if Tenderer is a Company)	Y/N
• Certified copy of Founding Statement (if Tenderer is a Close Corporation)	Y/N
• Certified copy of Partnership Agreement (if Tenderer is a Partnership)	Y/N
• Certified copy of Identity Document (if Tenderer is a One-man concern)	Y/N
• Certified copy of Curriculum Vitae of Supervisory personnel indicated in Section T2.2	Y/N
• Certified copy of Curriculum Vitae of the person who prepares the Tenderer's Health and Safety Plans	Y/N
• Preliminary Occupational Health & Safety Plan	Y/N
• Audited Financial Statements for the past three years or since date of establishment if < 3 years	Y/N

.....
SIGNATURE OF TENDERER

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	MIG/R/EC/19097/23/24	CLOSING DATE:	30/06/2023	CLOSING TIME:	12H00
DESCRIPTION	GQBELA TO MHLABATHI ACCESS ROAD				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MHLONTLO LOCAL MUNICIPALITY, GROUND FLOOR, 96 LG MABINDLA AVENUE, QUMBU, 5180					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MRS. N BUDAZA-MDITSHWA		CONTACT PERSON	MS. X.Y. NQATYELWA	
TELEPHONE NUMBER	047 553 7000		TELEPHONE NUMBER	047 553 7000	
FACSIMILE NUMBER	047 553 0186		FACSIMILE NUMBER	047 553 0186	
E-MAIL ADDRESS	scm@mhlontlo.m.gov.za		E-MAIL ADDRESS	mylompie@gmail.com	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

- 1. BID SUBMISSION:**
- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
 - 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
 - 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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 (MBD7).**

- 2. TAX COMPLIANCE REQUIREMENTS**
- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
 - 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
 - 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
 - 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
 - 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
 - 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
 - 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

- 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**
- | | | |
|--|------------------------------|-----------------------------|
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
- IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

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:

FORM 2.2.2 : CERTIFICATE OF TENDERER'S ATTENDANCE AT THE COMPULSORY INFORMATION SESSION

This is to certify that I, (***NAME IN PRINT***) ,
representative of (Tenderer)

.....
of (address)

.....
.....

Telephone number

Fax number

attended the compulsory information session on (date)

in the company of (Engineer/Engineer's Representative)

Tenderers Representation: (Signature)

(Name)

Engineers Representative: (Signature)

(Name)

It is a condition of tender that the taxes of the successful Tenderer must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Tenderer's tax obligations.

- 2.2.1.1. In order to meet this requirement Tenderers are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign Tenderers / individuals who wish to submit tenders.
- 2.2.1.2. SARS will then furnish the Tenderer with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 2.2.1.3. The original Tax Clearance Certificate must be submitted together with the tender. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the tender. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 2.2.1.4. In tenders where Consortium / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.
- 2.2.1.5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 2.2.1.6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Application for a Tax Clearance Certificate

Purpose

Select the applicable option Tenders Good standing

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)			
Trading name (if applicable)			
ID/Passport no		Company/Close Corp. registered no	
Income Tax ref no		PAYE ref no	7
VAT registration no	4	SDL ref no	L
Customs code		UIF ref no	U
Telephone no		Fax no	
E-mail address			
Physical address			
Postal address			

Particulars of representative (Public Officer/Trustee/Partner)

Surname			
First names			
ID/Passport no		Income Tax ref no	
Telephone no		Fax no	
E-mail address			
Physical address			

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

Are you currently aware of any Audit investigation against you/the company?..... YES NO
If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

--

Signature of representative/agent Date

Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

--

Signature of applicant/Public Officer Date

Name of applicant/Public Officer

Notes:

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
 - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - (b) without just cause shown by him, refuses or neglects to-
 - (i) furnish, produce or make available any information, documents or things;
 - (ii) reply to or answer truly and fully, any questions put to him ...As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

FORM 2.2.4 DECLARATION OF VALIDITY OF INFORMATION PROVIDED

I/We, the undersigned:

- 2.2.4.1. Tender to supply and deliver to the Mhlontlo Local Municipality [hereafter “MLM”] all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;
- 2.2.4.2. Agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this tender document, regarding delivery and execution;
- 2.2.4.3. Further agree to be bound by those conditions, set out in, “PARTS T1; T2; C1; C2; C3 and C4”, attached hereto, should this tender be accepted in whole or in part;
- 2.2.4.4. Confirm that this tender may only be accepted by the MLM by way of a duly authorised Letter of Acceptance;
- 2.2.4.5. Declare that we are fully acquainted with the Tender document and Schedules, and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;
- 2.2.4.6. Declare that all amendments to the tender document have been initialed by the relevant authorised person and that the document constitutes a proper contract between the MLM and the undersigned;
- 2.2.4.7. Certify that the item/s mentioned in the tender document, qualifies/qualify for the preference(s) shown;
- 2.2.4.8. Acknowledge that the information furnished is true and correct;
- 2.2.4.9. Accept that in the event of the contract being awarded as a result of preference claimed in this tender document, I may be required to furnish documentary proof to the satisfaction of the MLM that the claims are correct. If the claims are found to be inflated, the MLM may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the MLM as a result of the award of the contract and/or cancel the contract and claim any damages which the MLM may suffer by having to make less favourable arrangements after such cancellation;
- 2.2.4.10. Declare that no municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months; and
- 2.2.4.11. Declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory.
- 2.2.4.12. The signatory to the tender document is duly authorised; and
- 2.2.4.13. Documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the MLM.

Signed at.....this.....day of..... 20.....

Name of Authorised Person: _____

Authorised Signature: _____

Name of Tendering Entity _____

Date: _____

As witness: _____

DECLARATION OF INTEREST

2.2.5 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 tender (includes an advertised competitive tender, a limited tender, a proposal or written price quotation). In view of possible allegations of favoritism, should the resulting tender, 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 Tenderer or his/her authorized representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the Tenderer is employed by the state; and/or
- the legal person on whose behalf the tender document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the tender(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 tender.

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

2.2.5.1.1 Full Name of Tenderer or his or her representative:

2.2.5.1.2 Identity Number :.....

2.2.5.1.3 Position occupied in the Company (director, trustee, shareholder², member):
.....

2.2.5.1.4 Registration number of company:.....

2.2.5.1.5 Tax Reference Number:

2.2.5.1.6 VAT Registration Number:

2.2.5.1.7 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.

¹“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, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- © provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- © Parliament.

²“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.

2.2.5.2. Are you or any person connected with the Tenderer presently employed by the state? **YES / NO**

2.2.5.2.1 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 Tenderer is employed :

Position occupied in the state institution:

Any other particulars:

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

2.2.5.2.2 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**

2.2.5.2.3 If yes, did you attach proof of such authority to the tender document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the tender.

2.2.5.2.4 If no, furnish reasons for non-submission of such proof:

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

2.2.5.2.5 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**

2.2.5.3 If so, furnish particulars:

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

2.2.5.2.1 Do you, or any person connected with the Tenderer, 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 tender? **YES / NO**

2.2.5.2.2. If so, furnish particulars.

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

2.2.5.4 Are you, or any person connected with the Tenderer, aware of any relationship (family, friend, other) between any other Tenderer and any person employed by the state who may be involved with the evaluation and or adjudication of this tender? **YES/NO**

2.2.5.4.1. If so, furnish particulars.

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

2.2.5.5. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are tendering for this contract? **YES/NO**

2.2.5.5.1. If so, furnish particulars:

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

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

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

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 TENDER OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Tenderer

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

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

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

2. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

2.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

- 2.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 2.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

3. DEFINITIONS

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

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)}
 \end{array}$$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Tender Price			90	80
HDI -Equity ownership			3 points	6 points
Youth-Enterprise 18-35 years (MLM)			3 points	6 points
Women-Equity ownership			2 points	4 points
Disability-Equity ownership			1 point	2 points
Rural Enterprise			1 point	2 points
SUB-TOTAL (SPECIFIC GOALS)			10	20
TOTAL			100	100

FORM 2.2.6 DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)

- 1 This Standard Tender Document must form part of all tenders 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 tender of any Tenderer may be disregarded if that Tenderer, 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 tender.**

Item	Question	Yes	No
4.1	<p>Is the Tenderer 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?</p> <p>(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).</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the Tenderer 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)?</p> <p>The Register of 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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the Tenderer 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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the Tenderer and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

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

.....

Date

.....

Position

.....

Name of Tenderer

TENDERERS MUST COMPLETE THE FOLLOWING QUESTIONNAIRE:

5. Are you by law required to prepare annual financial Statements for auditing? **YES / NO**

5.13 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

1.2 If no, un-audited financial statements must be submitted with your tender

.....

.....

5. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days? **YES / NO**

2.1 If no, this serves to certify that the Tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....

.....

.....

.....

5. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? **YES / NO**

3.1 If yes, furnish particulars.

.....

.....

5. Will any portion of goods or services be sourced from outside the Republic and if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? **YES / NO**

4.1 If yes, furnish particulars

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

FORM 2.2.8 CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (MBD9)

- 1 This Standard Tender Document (MBD) must form part of all tenders¹ 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 tendering (or tender rigging).² Collusive tendering is a *pe 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:
 5. disregard the tender of any Tenderer if that Tenderer, 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 tendering 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 tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.
- 5 In order to give effect to the above, the attached Certificate of Tender Determination (MBD 9) must be completed and submitted with the tender:

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

² Tender rigging (or collusive tendering) 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 tender process. Tender rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

(Tender Number and Description)

in response to the invitation for the tender made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Tenderer)

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

I provides the same goods and services as the Tenderer and/or is in the same line of business as the Tenderer
6. The Tenderer has arrived at the accompanying tender 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 tendering.

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 tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the tender.
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 tender invitation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders 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.

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.**

.....

Signature

.....

Date

.....

Position

.....

Name of Tenderer

T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT

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FORM 2.3.1 FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014

In terms of regulation 4(3) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated in Regulation Gazette 10113 on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

- 1 I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations. (Tick)

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

- 2 Proposed approach to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	<input type="checkbox"/>
Own resources, still to be hired and/or trained (until competency is achieved)	<input type="checkbox"/>
Specialist subcontract resources (competent) – specify:	<input type="checkbox"/>

- 5 Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

.....

- 5 Provide details of proposed training (if any) that will be undergone:

.....

- 5 Potential key risks identified and measures for addressing risks:

.....

6 I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period. (Tick)

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

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

5 ID NO:

5 ID NO:

FORM 2.3.2 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

.....
Signature of Authorized person:

.....
Date:

Name:

Position:

- 2.3.3.1 PREAMBLE
- 2.3.3.2 DEFINITIONS
- 2.3.3.3 LEGISLATIVE BASE
- 2.3.3.4 SCOPE
- 2.3.3.5 PURPOSE
- 2.3.3.6 OBJECTIVES
- 2.3.3.7 GENERAL PRINCIPLES GOVERNING THE MUNICIPALITY IN ITS INTERACTION WITH TENDERERS
- 2.3.3.8 ADJUDICATION OF TENDERS
- 2.3.3.9 ADJUDICATION USING A POINT SYSTEM
- 2.3.3.10 IMPLEMENTATION FRAMEWORK
- 2.3.3.11 COMPLAINTS/DISQUALIFICATIONS
- 2.3.3.12 DISQUALIFICATIONS

MHLONTLO LOCAL MUNICIPALITY

TENDER DOCUMENT

2.3.3 CONDITIONS PERTAINING TO TARGETED PROCUREMENT

THE FOLLOWING IS AN EXTRACT FROM THE SUPPLY CHAIN MANAGEMENT POLICY AND STRATEGY TERMS OF THE PREFERENCE DOCUMENT

2.3.3.1 PREAMBLE

The MHLONTLO LOCAL MUNICIPALITY aims to improve the quality of life of all citizens and to free the potential of each person. Within a framework of facilitating service delivery, through efficient and effective governance, the Municipality wishes to take into account the need for transparent and effective procurement procedures that give effect to the principle of preferential procurement.

2.3.3.2 DEFINITIONS

In this policy, unless the context otherwise indicates:

2.3.3.2.1 “**Acceptable tender**” means any tender which, in all respects, complies with the conditions of tender and specifications as set out in the tender document, including conditions as specified in the Procurement Policy and Strategy Terms of Reference Act (Act 5 of 2000) and related legislation.

2.3.3.2.2 “**Chairperson**” means the chairperson of the Tender Committee.

2.3.3.2.3 “**Municipal Manager**” means the Municipal Manager of the Municipality.

2.3.3.2.4 “**Committee**” refers to the Tender Committee.

2.3.3.2.5 “**Contractor**” refers to Tenderers who have been successful in being awarded Municipality contracts.

2.3.3.2.6 “**Municipality**” refers to the MHLONTLO LOCAL MUNICIPALITY.

2.3.3.2.7 “**Equity ownership**” refers to the percentage ownership and control, exercised by individuals within an enterprise.

2.3.3.2.8 “**HDI equity ownership**” refers to the percentage of an enterprise, which is owned by individuals, or in the case of a company, the percentage shares that are owned by individuals meeting the requirements of the definition of an HDI.

2.3.3.2.9 “**Member**” means a member of the Tender Committee.

2.3.3.2.10 “**Historically disadvantaged individuals (HDIs)**” means all South African citizens –

- (5) Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No 200 of 1993) (“the Interim Constitution”); and / or
 - (ii) Who is a female; and / or
 - (iii) Who has a disability:

Provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI. “

2.3.3.2.11 “**SMMEs**” (Small, Medium and Micro Enterprises) refers to separate and distinct business entities, including co-operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996). Please note the attached addendum for a definition of SMMEs for different economic sectors (Clause 2.3.3.14).

2.3.3.2.12 “**MLM SCM Helpdesk**” refers to a tender advice centre established and operated by the Municipality, which provides information and assistance to SMMEs in general, and Tenderers tendering for Municipality goods and services.

2.3.3.2.13 “**Contract**” refers to a legally binding agreement between the Municipality and the Contractor.

2.3.3.3 LEGISLATIVE BASE

This policy is governed by the following legislation and informed by the following policy frameworks:

- Constitution of South Africa (Act 108 of 1996)
- Local Governmental Structures Act (Act 117 of 1998)
- Local Government Systems Act (Act 32 of 2000)
- Local Government Transition Act (Act 209 of 1993), if applicable.
- Preferential Procurement Policy Framework Act (Act 5 of 2000)
- Rationalisation of Local Government Affairs Act (Act 10 of 1998)
- Green Paper on Public Sector Procurement Reform in South Africa
- Ten Point Plan for Public Sector Procurement Reform in South Africa.
- Broad Based Black Economic Empowerment Act (Act No. 53 of 2003)
- Municipal Finance Management Act (Act No. 56 of 2003).

2.3.3.4 SCOPE

This policy applies to all contracts awarded by the Municipality.

2.3.3.5 PURPOSE

The purpose of the policy is to provide a framework within which effect can be given to the principle of preferential procurement, while ensuring that transparent, efficient and effective procurement practices are adhered to.

2.3.3.6 OBJECTIVES

The objectives of the Municipality’s procurement policy are to:

- 2.3.3.6.1 Provide clarity on the Municipality’s approach to procurement, particularly with regards to the requirements of preferential procurement.
- 2.3.3.6.2 Provide access to contracts for historically disadvantaged individuals.
- 2.3.3.6.3 Promote SMME participation.
- 2.3.3.6.4. Promote capacity development and skills transfer.
- 2.3.3.6.5 Promote community empowerment and development.
- 2.3.3.6.6 Promote job creation.
- 2.3.3.6.7 Create an enabling contractual environment.

2.3.3.7 GENERAL PRINCIPLES GOVERNING THE MUNICIPALITY IN ITS INTERACTION WITH TENDERERS

In dealing with Tenderers tendering for Municipality work, the Municipality will adhere to the principles of:

5.13.2.2.2 Efficiency

- 2.3.3.7.1.1 The Municipality undertakes to administer the procurement process in the most efficient manner possible, avoiding time delays and duplication of activities.
- 2.3.3.7.1.2 Where such delays are unavoidable, the Municipality undertakes to inform all Tenderers of the nature of the delay and the revised time frames.

5.13.2.2.2 **Courtesy**

All staff members of the Municipality will deal with Tenderers in a courteous and respectful manner.

2.3.3.7.3 **Transparency**

2.3.3.7.3.1 All tender processes will be open to the scrutiny of the public and interested parties.

2.3.3.7.3.2 The Municipality will take all reasonable steps to ensure that its processes are clearly defined and understandable to all interested parties.

2.3.3.7.4 **Access to Information**

The Municipality will take reasonable steps to ensure that all Tenderers have equal access to information on the product or service to be tendered, as well as the tender process itself.

5.13.2.2 **ADJUDICATION OF TENDERS**

Tenders are adjudicated in terms of MLM's SCM Policy, and the following framework is provided as a guideline in this regard.

2.3.3.8.1 **Technical adjudication and General Criteria**

Tenders will be adjudicated in terms of inter alia:

- **Compliance with tender conditions**
- **Technical specifications**

If the tender does not comply with the tender conditions and technical specifications, the tender shall be rejected. Refer to page two (2) for examples.

2.3.3.8.2 **Infrastructure and resources available**

Evaluation of the following in terms of the size, nature and complexity of goods and/or services required:

- Physical facilities
- Plant and equipment available for the contract owned by the Tenderer
- Plant and equipment the Tenderer intends renting, should the contract be awarded to him.

2.3.3.8.3 **Size of enterprise, and current workload**

Evaluation of the Tenderer's position in terms of:

- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract

2.3.3.8.4 **Staffing profile**

Evaluation of the Tenderer's position in terms of:

- Staff available for this contract being tendered for
- Qualifications and experience of key staff to be utilised on this contract.

2.3.3.8.5 **Previous experience**

Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant technical field
- Experience of contracts of similar size
- Some or all of the references will be contacted to obtain their input.

2.3.3.8.6 **Financial ability to execute the contract**

Evaluation of the Tenderer's financial ability to execute the contract. Emphasis will be placed on the following:

- Surety proposed
- Estimate cash flow
- Contact the Tenderer's bank manager to assess the Tenderer's financial ability to execute the contract and the Tenderer hereby grants his consent for this purpose.

5.13.2.2 ADJUDICATION USING A POINTS SYSTEM

2.3.3.9.1 The Tenderer obtaining the highest number of total points will be awarded the contract.

2.3.3.9.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.

2.3.3.9.3 Points scored must be rounded off to the nearest 2 decimal places.

2.3.3.9.4 In the event that two or more Tenderers have scored equal total points, the successful tenderer must be the one scoring the highest number of preference points for B-BBEE.

2.3.3.9.5 However, when functionality is part of the evaluation process and two or more tenders have scored equal points including equal preference points for B-BBEE, the successful tenderer must be the one scoring the highest score for functionality.

2.3.3.9.6 Should two or more tenders be equal in all respects, the award shall be decided by the drawing of lots.

2.3.3.10. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for comparative price of tenderer under consideration

P_t = Comparative price of tender under consideration

P_{\min} = Comparative price of lowest acceptable tender

Points awarded for Price and Mhlontlo Local Municipality Specific Goals

The Maximum points for this bid are allocated as followed

	Means of verification	Points allocation
HDI -Equity ownership	The municipality is going to use RACE OR NATIONALITY as means of verification and thus prospective service providers will be required to provide a copy of ID COPY as a proof in order to claim points for specific goals	6
Youth-Enterprise 18-35 years (MLM)	The municipality is going to use AGE as means of verification and thus prospective service providers will be required to provide a copy of ID COPY AND CSD as a proof in order to claim points for specific goals	6
Women-Equity ownership	The municipality is going to use GENDER OR SEX as means of verification and thus prospective service providers will be required to provide a copy of ID COPY, CK and CSD as a proof in order to claim points for specific goals	4
Disability-Equity ownership	The municipality is going to use MEDICAL CERTIFICATE as means of verification and thus prospective service providers will be required to provide a copy of MEDICAL CERTIFICATE and CSD as a proof in order to claim points for specific goals	2
Rural Enterprise	The municipality is going to use PROOF OF RESIDENCE FROM TRADITIONAL LEADER OR WARD COUNCILLOR OR as means of verification and thus prospective service providers will be required to provide a copy of PROOF OF RESIDENCE AND CSD as a proof in order to claim points for specific goals	2

Tenderers who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

Tenderers other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.

Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

A person will not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a Tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a Tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

2.3.3.11 COMPLAINTS/DISQUALIFICATIONS

Should any issues of concern with regard to the procurement process arise, the following steps will apply:

2.3.3.11.1 A tender will be subject to rejection/disqualification when:

- 2.3.3.11.1.1 A supplier provided false information.
- 2.3.3.11.1.2 Under pressure or influence was exerted on a person involved in evaluating a tender.
- 2.3.3.11.1.3 A financial reward was provided to a person involved in evaluating a tender.
- 2.3.3.11.1.4 A person involved in evaluating a tender has a material interest in the outcome of the application, and has not declared such interest, or has not recused him/herself from the evaluation process of such a tender.

2.3.3.11.2 In such cases the following steps should be taken:

- 2.3.3.11.2.1 The Municipal Manager will investigate the matter and make recommendations to the Tender Committee.
- 2.3.3.11.2.2 The Tender Committee will decide or make recommendations to Municipality, for a resolution on the matter.
- 2.3.3.11.2.3 A written notice will be sent to the Tenderer or service provider requiring him/her to make a representation to the Tender Committee on how the issues of concern will be addressed, within 14 days of receiving the notice, subject to it being an issue which can in fact be addressed.
- 2.3.3.11.2.4 The Tender Committee will consider the representation and if they are not satisfied that the issues of concern have been addressed will:
 - Disqualify the tender
 - Recover any losses or damages suffered by Municipality due to the failure to comply.
 - Ban the Tenderer from being considered for any tender for a defined period of time.

2.3.3.11.2.5 The Tenderer will be notified in writing on:

- The reasons for the decision.
- His/her right to appeal against the Tender Committee's decision.
- Name of a contact person to discuss the matter.

2.3.3.11.2.6 The Tenderer must launch an appeal:

- Within 14 days of the date of notice.
- Setting out the grounds for the appeal.
- Addressed to the Municipal Manager.

2.3.3.11.2.7 The Municipal Manager will hear the appeal.

2.3.3.11.2.7.1 The tribunal will comprise of 3 or 5 (uneven number) arbitrators.

2.3.3.11.2.7.1 Councillors or Municipality employees may not be members of the Tribunal.

2.3.3.11.2.8 The Municipal Manager must produce procedures for administering the appeals process and revise these on an annual basis.

2.3.3.12 DISQUALIFICATIONS

Non-compliance with the Preferential Procurement Policy Framework Act.

PLEASE REMEMBER:

- TO ATTACH A VALID ORIGINAL TAX CLEARANCE CERTIFICATE OR COPY THEREOF
- IN THE CASE OF A JOINT VENTURE, THE VALID ORIGINAL TAX CLEARANCE CERTIFICATE OR COPY/IES THEREOF, OF EACH ENTITY CONSTITUTING THE JOINT VENTURE, MUST BE SUBMITTED WITH THE TENDER DOCUMENT
- TO ATTACH COPIES OF ALL THE LATEST RELEVANT MUNICIPAL ACCOUNTS OF THE TENDERING ENTITY AND ALL OF ITS DIRECTORS OR MEMBERS OF THE BOARD. IF ANY ACCOUNT IS IN ARREARS FOR MORE THAN 3 MONTHS, THE TENDER WILL BE REJECTED.
- IN THE CASE OF A JOINT VENTURE, COPIES OF MUNICIPAL ACCOUNTS NOT OLDER THAN THREE (03) MONTHS OF EACH ENTITY CONSTITUTING THE JOINT VENTURE, MUST BE SUBMITTED WITH THE TENDER DOCUMENT
- ATTACH ALL REQUIRED DOCUMENTS TO THE LAST PAGE OF YOUR TENDER DOCUMENT

FORM 2.3.4 GENERAL INFORMATION

5. Name of Tendering entity: _____

5. Contact details

Contact name and number: _____

Address of tendering entity:

Postal code: _____

Tel no: () _____ Fax no: () _____

E-mail address: _____

3. Legal entity: Mark with an X.

Sole proprietor	
Partnership	
Close corporation	
Company (Pty) Ltd	
Joint venture	

In the case of a Joint venture, provide details on joint venture members:

Joint venture member	Type of entity (as defined above)

4. Income tax reference number: **(COMPULSORY)**
 (In the case of a joint venture, provide for all joint venture members)

5. VAT registration number **(COMPULSORY)**
 (In the case of a joint venture, provide for all joint venture members)

6. _____ **(COMPULSORY):**
 Company or closed corporation registration number

(In the case of a joint venture, provide for all joint venture members)

7. Construction Industry Development Board (CIDB) registration number (In the case of a joint venture, provide for all joint venture members) **(COMPULSORY)**

8. Municipal rates and taxes or service charges accounts of tendering entities and its directors / members **(COMPULSORY)**
(In the case of a joint venture, provide for all joint venture members)
ATTACH COPIES OF ALL LATEST MUNICIPAL ACCOUNTS
(SEE "NOTICE TO TENDERERS: VERY IMPORTANT NOTICE ON DISQUALIFICATIONS" PARAGRAPH No. 13)

5. Details of proprietor, partners, closed corporation members, or company directors, indicating technical qualifications where applicable (Form on the next page).

5. For joint ventures the following must be attached:

- Written authority **of each JV partner**, for authorized signatory.
- The joint venture agreement.

SIGNATURE OF AUTHORIZED PERSON :

DATE :

DETAILS OF PROPRIETOR, PARTNERS, CLOSED CORPORATION MEMBERS OR COMPANY DIRECTORS

(In the event of a joint venture, to be completed by all joint venture partners)

Name and Surname	Identity Number	Relevant qualifications and experience	Years of relevant experience

FORM 2.3.5 SPECIFIC GOALS

5 Equity Ownership

List all partners, shareholders or members of tendering entity by name, identity number, citizenship, gender, race, HDI status and ownership.

In the case of a JV, complete an Equity ownership for each JV member.

Name and Surname	Position Occupied in Enterprise	Identity Number	Date RSA Citizenship obtained	Gender Male / Female	Race	HDI Status (Yes/No)	Date of Ownership	% Owned by HDIs	% Owned by Women	% Owned by Disabled
TOTAL								A	B	C

Note: Where owners are themselves a company or partnership, identify the ownership of the holding firm.

In the case of joint ventures equity ownership for each of the JV members are determined as above, and the combined HDI ownership is then calculated as follows:

Joint venture members	a % Contribution to the JV	b %BBBEE	$c = a * b \div 100$ % BBBEE contribution
Total BBBEE contribution			

A COPY OF A VALID SIGNED JOINT VENTURE AGREEMENT MUST BE ATTACHED TO THE TENDER DOCUMENT.

FAILURE TO COMPLY WITH ABOVE-MENTIONED WILL RESULT IN REJECTION OF THIS TENDER

NOTE: See table in paragraph 2.3.3.10 for specific goals and points to be awarded.

2. SMME STATUS

Provide details on the following

Sector/Sub-Sector in accordance with the Standard Industrial Classification	
Total Full-time Equivalent of paid Employees	
Total Annual Turnover	
Total Gross Asset Value	
Size or Class (Medium, Small, Very Small, Micro)	

NOTE : If all of the above does not adhere to the definition of a single class, use the total Annual Turnover only to decide on the class.

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

This Municipal Bidding Document (MBD) must form part of all tenders 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 the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the tender as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A tender will be disqualified if:
 - the Tenderer fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and
 - this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

2. Definitions

- 2.1. “**tender**” includes advertised competitive tenders, written price quotations or proposals;
- 2.2. “**tender price**” price offered by the Tenderer, excluding value added tax (VAT);
- 2.3. “**contract**” means the agreement that results from the acceptance of a tender by an organ of state;
- 2.4. “**designated sector**” means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. “**duly sign**” means a Declaration Certificate for Local Content that has been signed by the 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).
- 2.6. “**imported content**” means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. “**local content**” means that portion of the tender price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. “**stipulated minimum threshold**” means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. 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:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content? YES / NO

- 4.1 If yes, the rate(s) of exchange to be used in this tender to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the tender.

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

5. 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 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 TENDER No.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

.....

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 © below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),

do hereby declare, in my capacity as

of (name of Tenderer entity),

the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

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

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

5 JOB CREATION

Provide details on the jobs that you envisage creating through this project:

- A. New permanent employed staff, employed outside the staff component declared in Forms 2.3.1 & 2.3.4 to be allocated to this project for the intensification of labour absorption, (i.e. 5 persons for 5 months = 25 person-months).
- B. Number of person-months of work to be created (i.e. 5 persons for 5 months = 25 person-months)

Description	A	B	C
	No. of persons	Period in months	No. of person months created
A. New permanent employed staff, employed outside the staff component declared in Forms 2.3.1 & 2.3.4			$A \times B = C$
B. Staff to be employed for the project (Temporary employed)			
Total			

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

This preference form must form part of all tenders 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, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

5. GENERAL CONDITIONS

5.1 The following preference point systems are applicable to all tenders:

- the 80/20 system for requirements with a Rand value of 30 000 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).

5.2

- (c) The value of this tender is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the system shall be applicable.
- (d) Either the 80/20 or 90/10 preference point system will be applicable to this tender (delete whichever is not applicable for this tender).

5.3 Preference points for this tender shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

5.13.2 The maximum points for this tender are allocated as follows:

	POINTS
1.3.1.1 PRICE	
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	<u>.....</u>
Total points for Price and B-BBEE must not exceed	100

5.13 Failure on the part of a Tenderer to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the tender, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- 2.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 5.13 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 5.13 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 5.13 “**tender**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive tendering processes or proposals;
- 5.13 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 5.13 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 5.13 “**consortium or joint venture**” 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;
- 5.13 “**contract**” means the agreement that results from the acceptance of a tender by an organ of state;
- 5.13 “**EME**” means any enterprise with an annual total revenue of R5 million or less.
- 5.13 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 5.13 “**functionality**” means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a Tenderer;
- 5.13 “**non-firm prices**” means all prices other than “firm” prices;
- 5.13 “**person**” includes a juristic person;
- 5.13 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of tender invitations, and includes all applicable taxes and excise duties;
- 5.13 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 5.13 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad- Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

- 5.13 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 5.13 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

5. ADJUDICATION USING A POINT SYSTEM

- 5.13 The Tenderer obtaining the highest number of total points will be awarded the contract.
- 5.13 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 5.13 Points scored must be rounded off to the nearest 2 decimal places.
- 5.13 In the event that two or more tenders have scored equal total points, the successful tender must be the one scoring the highest number of preference points for B-BBEE.
- 5.13 However, when functionality is part of the evaluation process and two or more tenders have scored equal points including equal preference points for B-BBEE, the successful tender must be the one scoring the highest score for functionality.
- 5.13 Should two or more tenders be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where

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

5. Points awarded for B-BBEE Status Level of Contribution

- 5.13 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a Tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12

5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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

5. TENDER DECLARATION

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

7 B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 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? YES / NO (delete which is not applicable)
- (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 last 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		

9 DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of company/firm :
- 9.2 VAT registration number :
- 9.3 Company registration number :

5.13 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

5.13 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

5.13 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

5.13 Total number of years the company/firm has been in business?

5.13 I/we, the undersigned, who is / are duly authorized to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

- (5) 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.
- (5) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, 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 contribution 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 tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - © 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) restrict the Tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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
 - © forward the matter for criminal prosecution

<p>WITNESSES</p> <p>1.</p> <p>2.</p>	<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p>
--	--

THE CONTRACT

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PART C1 AGREEMENT AND CONTRACT DATA

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C1.1 FORM OF OFFER AND ACCEPTANCE

**FORM OF OFFER AND ACCEPTANCE
(AGREEMENT)**

OFFER

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

MIG/R/EC/19097/23/24

FOR GQUBELA TO MHLABATHI ACCESS ROAD

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

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

Rand
..... (in words);
R (in figures).

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

FOR THE TENDERER:

Signature(s) _____

Name(s) _____

Capacity _____

Name and address of organisation _____

Name and signature of Witness:

Signature(s) _____

Name(s) _____

Date _____

ACCEPTANCE

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

The terms of the contract, are contained in

Part C1	Agreements and Contract Data, (which includes this Agreement)
Part C2	Pricing Data
Part C3	Scope of Work
Part C4	Site Information

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

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

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

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

FOR THE MLM:

Signature(s) _____

Name(s) _____

Capacity _____

Name and address: MHLONTLO LOCAL MUNICIPALITY
96 LG MABINDLA AVENUE
QUMBU, 5180

Name and signature of witness:

Signature(s) _____

Name(s) _____

Date _____

SCHEDULE OF DEVIATIONS

Notes:

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

5 **Subject** _____

Details _____

5 **Subject** _____

Details _____

5 **Subject** _____

Details _____

5 **Subject** _____

Details _____

5 **Subject** _____

Details _____

5 **Subject** _____

Details _____

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

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

FOR THE TENDERER:

Signature(s) _____

Name(s) _____

Capacity _____

Name and address of organisation _____

Name and signature of Witness:

Signature(s) _____

Name(s) _____

Date _____

FOR THE MLM:

Signature(s) _____

Name(s) _____

Capacity _____

Name and address: MHLONTLO LOCAL MUNICIPALITY
96 LG MABINDLA AVENUE
QUMBU, 5180

Name and signature of witness:

Signature(s) _____

Name(s) _____

Date _____

C1.2 CONTRACT DATA

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, Third Edition, 2015, published by the South African Institution of Civil Engineers (SAICE) is applicable to this tender.

These General Conditions of Contract are to be used with the contract documentation format as prescribed by the Construction Industry Development Board in the Standard for Uniformity in Construction Procurement and in conjunction with SANS 1921 to set out the requirements and constraints relating to the manner in which the contract works is to be performed.

Contact details of SAICE are as follows:

Physical Address:

SAICE House
Block 19
Thornhill Office Park
Bekker Street Midrand

Postal Address:

Private Bag X200
Halfway House
1685

Contact Numbers:

Tel (011) 805-5947
Fax (011) 805-5971

Mail and Internet:

E-mail: civilinfo@saice.org.za
<http://www.saice.org.za>

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

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

PART 1: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this Contract:

Clause	
1.1.1.13	The defects liability period is a period of 06 months, measured from the date of the Certificate of Completion.
1.1.1.14	The Works shall be completed within 06 months of the Commencement Date, inclusive of non-working days, but exclusive of special non-working days.
1.1.1.15 1.2.1.2	The Employer is the MHLONTLO LOCAL MUNICIPALITY The Employer's address for receipt of communications is: Physical address: MHLONTLO LOCAL MUNICIPALITY 96 LG MABINDLA AVENUE QUMBU 5180 Telephone: (047) 553 7000 Postal address: P O Box 31 QUMBU 5180 Fax: (047) 553 0186
1.1.1.16 1.2.1.2	The Engineer is Olon Consulting Engineers . The Engineer's address for receipt of communications is: Physical (street address) address: 22901 S/Wood Green Complex, Southernwood Mthatha, 5099 Telephone: (047) 531 6253 Fax: (086) 697 5184 E-mail: info@olon.co.za Postal address: Same as physical address
1.1.1.26	The Pricing Strategy is Re measurement
1.1.1.28	<i>Replace with the following:</i> "Scope of Work" means the document(s) containing the Standard Specifications, the Project Particular Specifications and the Drawings, that specify and describe the Works which are to be provided, and any other requirements and constraint relating to the manner in which the work is to be carried out.
1.1.1.35	"Drawings" means all drawings, calculations and technical information forming part of the Tender Documents (other than information contained in the Specifications) and any modifications thereof or additions thereto from time to time approved in writing by the Engineer or delivered to the Contractor by the Engineer.
1.3.5	<i>Add the following to Clause 1.3.5:</i> No part of any document or drawings issued with this enquiry may be copied, photographed or repeated in any manner or by any process without the written consent of the Engineer. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes contained in the documents and drawings. The person, firm, or body to whom these documents are issued or made available shall be held jointly and severally responsible in their personal and corporate capacities for any contravention of the requirements of Clause 1.3.5. The recipients of these documents shall treat the documents as well as the details contained herein as private and confidential.
2.4.1	"in the event of any ambiguity, conflict or discrepancy between the various contract documents, lists and schedules, the order of precedence (from highest to lowest) shall be as follows: <ul style="list-style-type: none"> • The form of offer and acceptance • The contract data • General conditions of contract (GCC 2015 3rd Edition) • Scope of Work • SANS 1200 • Site Information • Construction drawings

	<ul style="list-style-type: none"> • Bill of quantities • The returnable schedules
Clause	
3.1.3	<p>The Employers Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract: GCC 2015 3rd Edition</p> <ol style="list-style-type: none"> 1. Clause 3.2.1 Nomination of Employers Agent Representative 2. Clause 3.2.4 Employers Agent authority to delegate 3. Clause 4.7.1 Dealing with fossils 4. Clause 5.8.1 Non-working times 5. Clause 5.11.1 Suspension of the Works 6. Clause 5.12.1 Approval of any extension of time for completion 7. Clause 5.12.4 Acceleration of progress instead of extension of time 8. Clause 5.13.2 Reduction of a penalty for delay 9. Clause 6.3.2 The issuing of variation orders 10. Clause 6.8.4 The determination of additional or reduced cost arising from changes in the legislation 11. Clause 6.11 The agreeing of the adjustment of the sums for general items 12. Clause 10.1.5 The giving of a ruling on a Contractor's claim 13. Clause 7.5.5 and 7.6.22 Authorising the contractor to repair and make good expected risk
3.2.4	<p><i>Add the following:</i> "The time limit for referring the matter to the Engineer by the Contractor shall be twenty one (21) days after the decision in question was given by the Engineer's Representative".</p>
4.3.3	<p><i>Add the following new subclause:</i> "The Employer and the Contractor hereby agree, in terms of the provisions of section 37 (2) of the Occupational Health & Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as 'the Act'), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:</p> <ol style="list-style-type: none"> (a) The Contractor undertakes that the appropriate officials and employees of the Contractor will fully acquaint themselves with all relevant provisions of the Act and the Regulations promulgated in terms of the Act; (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with; © The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations, and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations, and prohibitions; with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations. (d) The Contractor agrees that any duly authorised official of the Employer shall be entitled to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records or Safety Plans held by the Contractor; © The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge. (f) The Contractor shall furthermore, in compliance with the Construction Regulations of 2003 (Notice No. R1010, dated 18 July 2003) to the Act: (i) Acquaint himself with the requirements of the Employer's health and safety Specification as laid down in regulation 4(1)(a) of the Construction Regulation of 2003, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation of 2003 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the employer for approval within 14 days from the date of the Letter of Acceptance and shall be implemented and maintained from the Commencement of the Works.

	(ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2003, to monitor that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with requirements of these Regulations shall entitle the Engineer, at the request of the Employer or his Agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, such time as the Employer or his Agents are satisfied that the issues in which the Contractor has been in default have been rectified."
Clause	
4.3.4	The Contractor shall provide proof to the Employer, within 14 days of the Commencement Date, that he/she has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993).
4.4.3	<p><i>Add the following:</i></p> <ol style="list-style-type: none"> 1 All specialists' merchants, tradesmen and others executing any work or supplying any goods for which provisional or prime cost sums are provided in the Schedule of Quantities and who are selected for this purpose by the Contractor and the Employer as specified hereafter, shall in the execution of such work be subcontractors of the Contractor and are herein referred to as "Selected Subcontractors". 2 The contractual relationship between the Contractor and the selected sub-contractor shall be the same as those which normally apply between contractors and ordinary subcontractors as specified inter alia in clause 3 hereafter. 3 Unless another procedure is specified in the Special Conditions of Contract, the procurement of Selected Subcontractors by the Contractor is to be carried out using the legislated Standard Conditions of Tender (as published and amended from time to time by the Construction Industry Development Board). <p>It is intended that the Subcontract Agreement and Provisions of Subcontract Third Edition (2003) Incorporating General Conditions of Sub Contract 2003 for use in accordance with Subcontractors Works of Civil Engineering Construction as provided by the South African Federation of Civil Engineering Contractors be used as the basis of the subcontract between the Contractor and each selected subcontractor</p> <p>The Contractor shall incorporate in the subcontract provisions that:</p> <ol style="list-style-type: none"> (a) In respect of the work of the goods that are subject of the subcontract the Selected Subcontractor undertakes to the Contractor <i>mutatis mutandis</i> the obligations and liabilities as are imposed upon the Contractor to the Employer in terms of the Contract, and hold the Contractor harmless from and indemnifies him against the same and in respect of all claims, demands, lawsuits, damages, costs, charges and expenses whatsoever arising out of or in connection therewith, or arising out or in connection with any failure to perform such obligations or to fulfil such liabilities, and (b) the Selected Subcontractors hold the Contractor harmless from and indemnifies him against: <ol style="list-style-type: none"> (i) shortcomings in the subcontract works if and where the works were designed by the Selected Subcontractor; (ii) defects in the goods if and where the goods were manufactured and/or supplied by the Selected Subcontractor; (5) any negligence by the Selected Subcontractor; his agents, workmen and servants: (iv) any misuse by the Selected Subcontractor of any Construction Plant, Temporary Works or materials provided by the Contractor for the purposes of the Contract; and (v) any claims as aforesaid © entitles him to pay direct to local and other labourers all payments the selected subcontractor has failed to make to any local and other labourers and to deduct, by way of settlement, the amounts paid by the Contractor from money owing to or that may become owing to selected subcontractor.
4.11.1	<p><i>Add the following:</i></p> <p>"The employer reserves to himself the right, in his sole discretion, to reject any tender where it appears to the employer that the tenderer does not comply with any of the requirements.</p> <p>The requirements for all site staff are: Site Agent NQF 5 Supervisor NQF 4 Team Leader NQF 2"</p>

5.3	<p>The Contractor shall commence executing the Works within 21 days from the Commencement Date. Notwithstanding the above, the Contractor will not be permitted to commence executing the Works before the Form of Guarantee and required insurances and other specified items have been submitted and approved. This includes approval of the Health and Safety Plan.</p>
5.3.1	<p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> • Health and Safety Plan (Refer Clause 4.3) • Initial programme (Refer Clause 5.6) • Security (Refer Clause 6.2) <p>Submit a guarantee of an Insurance Company or Bank to be jointly and severally bound with the Contractor for an amount equal to ten per cent (10%) of the Contract Price. The wording of the Guarantee shall be identical to the pro forma provided in Part C1.3 of this tender document</p> <ul style="list-style-type: none"> • Insurance (Refer Clause 8.6) <p>The Contractor is required, within 14 days of the Commencement Date, to submit the documents listed below to the Engineer for his approval.</p> <p>Health and Safety Plan The Contractor shall deliver his health and safety plan, in terms of Clause 5(1) of the CONSTRUCTION REGULATIONS, 2014.</p> <p>Initial Programme The Contractor shall deliver his Initial Programme of work in term of Clause 5.6</p> <p>Security Submit a guarantee of an Insurance Company or Bank to be jointly and severally bound with the Contractor for an amount equal to ten per cent (10%) of the Contract Price. The wording of the Guarantee shall be identical to the pro forma provided in Part C1.3 of this tender document.</p> <p>Insurance Submit copies of receipts of registration, or payment for the premiums for the following insurances, as required by the new Clause 8.6 in this Contact Data.</p> <p>(a) Proof of registration with the Department of Labour as an employer, in terms of the Compensation for Occupational Injuries and Diseases Act 1993, as amended</p> <p>(b) Common Law Liability Insurance for the duration of the Contract Period and with a minimum Limit of Indemnity of not less than R1 000 000 for any one accident;</p> <p>(c) Insurance on an All Risks basis for construction plant, equipment and other things (except those intended to incorporation into the works) brought onto the site to the full value of such construction plant, equipment and other things;</p> <p>(d) Motor Vehicle Liability Insurance, comprising a minimum of Balance of Third-Party motor risks, including Passenger Liability, subject to a minimum limit of R2,5 million;</p> <p>(e) Where the Contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the site, the Contractor shall satisfy the employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication, then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.</p> <p>(f) Imported equipment or component parts or materials to be supplied in terms of this Contract which require any process of assembly or finishing in South Africa prior to delivery to the site are to be insured by the Contractor up to the commencement of transit to site of the assembled or finished equipment, component parts or materials, unless special arrangements are made with the Employer.</p>

	These insurances shall be maintained in force for the duration of the Contract, including any Defects Liability Period and in respect of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the Sub-Contractors have affected such insurance.																								
5.3.2	The time to submit the documentation required before commencement with Works execution is within 14 days of receipt of the signed Form of Offer and Acceptance.																								
Clause																									
5.4.4	<i>Add the following new clause:</i> “The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purposes of the Works.”																								
5.5.1	The Works shall be completed within the time frame stipulated or tendered (as applicable) on the Summary of the Bill of Quantities, inclusive of the special non-working days and the year-end break and inclusive of the 28 day period referred to in Clause 5.3 above																								
5.6.1	The Contractor shall deliver a detailed programme of work within 14 days of the Commencement Date. The programme shall clearly show the order in which the Contractor proposes to carry out the work, including the critical path, the proposed rate of progress and a linked cash flow forecast. The programme shall be updated monthly. (5 working days comprise one working week, 9 working hours comprise one working day)																								
5.8.1	The non-working days are Sundays. The special non-working days are: All gazetted public holidays and the Contractor's year-end break as specified by SAFCEC. The Contractor must make provision in his program for all non- working days, which occur during the Contract period.																								
5.9.8	Tender Drawings shall be used for tender purposes only and shall not be used for construction. The Engineer shall have full power and authority to supply to the Contractor from time to time during the progress of the Works copies of such further drawings and such instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the Works, which the Contractor shall carry out and be bound by.																								
Clause																									
5.12.2.2	Regardless of the cause of any delay an extension of time will only be considered if it can be shown that the activity delayed is on the critical path indicated on the Programme of Works (Clause 5.6.1). No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal Climatic Conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the provisions of that Clause. The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts work on the critical path. <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">January</td> <td style="width: 33%;">3 days</td> <td style="width: 33%;">May</td> <td style="width: 33%;">1 days</td> <td style="width: 33%;">September</td> <td style="width: 33%;">1 days</td> </tr> <tr> <td>February</td> <td>4 days</td> <td>June</td> <td>1 days</td> <td>October</td> <td>4 days</td> </tr> <tr> <td>March</td> <td>4 days</td> <td>July</td> <td>1 days</td> <td>November</td> <td>4 days</td> </tr> <tr> <td>April</td> <td>3 days</td> <td>August</td> <td>2 days</td> <td>December</td> <td>3 days</td> </tr> </table> Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Should an extension of time be granted by the Engineer such extension of time will be added to the Time for Completion or set against any over-provision that may have occurred in the abovementioned schedule. It shall be further noted that where the critical path is not affected, no extension of time for <u>abnormal</u> climatic conditions or for any other reason will be entertained.	January	3 days	May	1 days	September	1 days	February	4 days	June	1 days	October	4 days	March	4 days	July	1 days	November	4 days	April	3 days	August	2 days	December	3 days
January	3 days	May	1 days	September	1 days																				
February	4 days	June	1 days	October	4 days																				
March	4 days	July	1 days	November	4 days																				
April	3 days	August	2 days	December	3 days																				

5.12.3	The cost of time related general items will be calculated on the basis of the number of days in Clause 5.5.1.
5.13.1	<p><u>Penalty for late completion of the Works</u> The penalty for failing to complete the Works is R 1500 per day or part thereof, beyond the stated completion date.</p> <p><u>Penalty for failing to comply with subletting of the Works</u> The penalty for failing to comply with the minimum requirement of subletting at least 10% of the Contract value to SMME's (emerging sub contractors), a penalty of 1,2 x the value of the amount to be sublet, minus the actual value sublet, will be implemented.</p> <p><u>Penalty for failing to comply with creating employment opportunities</u> The penalty for failing to comply with the minimum requirement of creating 50 employment opportunities on site for the duration of the contract shall be 1,5 x the value of the amount of employment that was not created, calculated at R140 per day per person.</p>
5.13.2	The service provider will be subjected to monthly performance assessment in with MFMA section 1162B
Clause	
6.2	The Performance Guarantee must substantially contain the wording of the document included as "Performance Guarantee" – See Form C1.3.
Security	The amount of the Performance Guarantee will be 10% of the Contract Price (including VAT) at the time that the Agreement comes into effect.
	The Deed of Guarantee is to be delivered within 14 (Fourteen) days after the Commencement Date
6.8.2	Contract Price Adjustment is <u>not applicable</u> in this contract
6.8.3	"Price adjustments for variations in the costs of special materials (such as bitumen-based products, etc) shall only be considered with supporting documentary evidence. Details of special materials are indicated in the Contract Data."
6.10.1.5	The percentage advance on materials on site but not yet built into the Permanent Works is 80% (eighty percent).
6.10.2	"Payment to the Contractor for any materials on site shall only be authorized after proof of ownership by the Contractor has been lodged with the Engineer in the form of receipted invoices or other acceptable documents, or if ownership is ceded to the Employer."
6.10.3	The limit of retention is 10% of the Contract amount. When a defect liability period expires, half of the retention money shall be paid to the contractor when practical completion is issued. The other half shall be paid to the contractor when defect liability period expires.
6.10.6	A guarantee in lieu of retention is permitted.
8.2.1	<p><i>Add the following:</i></p> <p>"The Contractor shall protect the Works properly and shall so arrange his operations that the minimum danger and inconvenience are caused to the public and to vehicle and pedestrian traffic. For this purpose, he shall, inter alia, provide and maintain sufficient road traffic signs, lights, barricades, fencing and guarding as may be necessary or required by the Engineer or by any act, regulation or statutory authorities.</p> <p>All operations required in connection with the execution and completion of the Works shall, as far as the provisions of the Contract permit, not unnecessarily or in any improper manner encroach upon the use of public roads or upon access to private property, and the Contractor hereby indemnifies the Employer against any claims, demand, damage and costs that may arise in this regard.</p> <p>Compensation for such obligations shall be included in the Contractor's prices for provisional and general costs, except in as far as provision is made in the specifications for payment in respect of specific items pertaining to these obligations."</p>
8.6	
8.6.1.1.2	The value of materials supplied by the Employer to be included in the insurance sum is R 8 000 000.00
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is Nil
8.6.1.2	The following additional and varied insurances are required: CAR & SASRIA.
8.6.1.3	The limit of indemnity for liability insurance is ten million (R 20 000 000.00) rand for any single claim with the number of claims to be unlimited during the construction and defects liability periods.
8.6.1.5	Additional Insurance is required for the following:

	<ul style="list-style-type: none"> a) Insurance of Construction Plant and Equipment (including tools, offices and other temporary structures and contents) and all other items (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement. b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993. c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity. d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance. e) The insurance policy held by the Contractor shall cover "wet risks" because a portion of the works will be in the confines of an existing stream and stormwater channel.
8.6.1.6	<p><i>Add the following as 8.6.1.6: Insurances to be effected</i></p> <p>"Where the contract involves manufacturing and/or fabrication of the Works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the Works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such Works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's policies of insurance."</p>
8.6.6	<p><i>Add the following:</i></p> <p>The Contractor shall within 14 days of the Commencement Date provide the Employer/Engineer the relevant policy or policies of insurance.</p>
9.2.1.3.8	The Contractor fails to provide the required Guarantee and insurances within the prescribed time.
9.2.1.3.9	The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.
9.2.1.3.10	An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.
10.7	"Dispute resolution shall initially be by means of ad-hoc adjudication as per Clause 10.5.2. Should adjudication not be successful, then the dispute shall be referred to Arbitration under the provisions of Clause 10.7.1."

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause	
1.1.1.9	The Contractor is
1.2.1	The Contractor's address for receipt of communications is: Physical address: Postal address: Telephone: Fax: E-mail:

1.1.1.14	The time for completing the works is 10 months .
6.5.1.2.3	The percentage allowances to cover all charges for the Contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is%
6.8.3	The rate for special materials, exclusive of value-added tax (VAT) are:

C1.3 PERFORMANCE GUARANTEE

PRO FORMA

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Engineer" means:

"Works" means:

"Site" means:

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

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

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R.....

Amount in words:

"Expiry Date" means.....

CONTRACT DETAILS Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

- 1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2 The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to the date of issue by the Engineer of the Certificate of Completion of the Works. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
- 3 The Guarantor hereby acknowledges that
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
- 4 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;

- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
- 5 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee. such demand stating that:
- 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 6 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
- 7 Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 8 Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9 Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
- 10 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 11 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 12 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor, The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 13 This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 14 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date.....

Guarantor's signatory (1)

Capacity.....

Guarantor's signatory (2)

Capacity.....

Witness signatory (1)

Witness signatory (2)

C1.4 AGREEMENT IN TERMS OF THE OCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

THIS AGREEMENT made at _____

on this the _____ day of _____ in the year _____

between **MHLONTLO LOCAL MUNICIPALITY** (hereinafter called "the **Employer**") of the one part, herein represented by

in his capacity as _____

and

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

in his capacity as _____

WHEREAS the Employer is desirous that certain works be constructed, viz Gqubela to Mhlabathi Access Road and has accepted a Tender by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either
 - (a) the date of the Final Approval Certificate issued in terms of Clause 5.16.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
 - (b) the date of termination of the Contract in terms of Clauses 9.1, 9.3 or 9.4 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
 - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
 - (i) Section 8 : General duties of employers to their employees;
 - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
 - (iii) Section 37 : Acts or omissions by employees or mandataries, and
 - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
 - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.

- 4 In addition to the requirements of Clause 8.4 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
- 5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
- 6 ***The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.***
- 7 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
 - (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE MLM:

WITNESS

NAME
(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

WITNESS

NAME
(IN CAPITALS)

CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

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

"By resolution of the Board of Directors passed at a meeting held on _____ 20.....,

Mr/Ms _____ whose signature

appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL HEALTH

AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of _____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS : _____

DATE : _____

SIGNATURE OF SIGNATORY : _____

WITNESS

NAME
(IN CAPITALS)

PART C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

121

C2.2 BILL OF QUANTITY

123

C2.1 **PRICING INSTRUCTIONS**

1 The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.

2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities¹. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.

4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.

5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.

6 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.

7 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Tenderer shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.

Should the Tenderer group a number of items together and tender one sum for such group of items, the single tender sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

8 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

¹ The standard system of measurement of civil engineering quantities published by the South African Institution of Civil Engineers.

Ordering of materials are not to be based on the Bill of Quantities, but only on information issued for construction purposes.

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

- Unit : The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
- Quantity : The number of units of work for each item
- Rate : The payment per unit of work at which the Tenderer tenders to do the work
- Amount : The quantity of an item multiplied by the tendered rate of the (same) item
- Sum : An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

10 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

- mm = millimetre
- m = metre
- km = kilometre
- km-pass = kilometre-pass
- m² = square metre
- m²-pass = square metre-pass
- ha = hectare
- m³ = cubic metre
- m³-km = cubic metre-kilometre
- kW = kilowatt
- kN = kilonewton
- kg = kilogram
- t = ton (1 000 kg)
- % = per cent
- MN = meganewton
- MN-m = meganewton-metre
- PC Sum = Prime Cost Sum
- Prov Sum = Provisional Sum

C2.2: BILL OF QUANTITIES

Item Number	Item Description	Unit	Est. Qty.	Rate	Amount R
1200	GENERAL REQUIREMENTS AND PROVISIONS				
B12.01	Community Liaison Officer:				
	(a) Community Liaison Officer cost	month	6		
	(b) Community Liaison Cost	Prov sum	1	R 24 000,00	R 24 000,00
	(c) Handling cost and profit in respect of subitem B12.01(a) and (b) above	%	24000		
B12.02	Project Steering Committee (PSC) meetings				
	(a) Payment of expenses/disbursements to PSC members for attendance of meetings	Prov sum	1	R 10 800,00	R 10 800,00
	(b) Handling cost and profit in respect of subitem B12.02 (a) above	%	10800		
B12.03	Existing Service				
	(a) Relocation and/or protection of existing services	Prov sum	1	R 25 000,00	R 25 000,00
B12.04	Construction Name board				
	(a) Install and maintain One (1) Construction name board	No.	1		
B12.05	Environmental Control Officer (ECO)				
	(a) Environmental Control Officer (ECO) to be appointed by Engineer	Prov sum	1	R 90 000,00	R 90 000,00
	(b) Handling cost and profit in respect of subitem B12.02 (a) above	%	90000		
Total Carried Forward To Summary					
1					

Item Number	Item Description	Unit	Est. Qty.	Rate	Amount R
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
13,01	Contractor's general obligations				
	(a) Fixed obligations	L/sum	1		
	(b) Value-related obligations	L/sum	1		
	(c) Time-related obligations	month	6		
	OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS (See Scope of Work C3.4)				
B13.02	Preparation of Contractor's Health and Safety Plan/File.	L/sum	1		
B13.03	Contractor's initial obligations in respect of the Occupational Health and Safety and Construction Regulations	L/sum	1		
B13.04	Contractor's time related obligations in respect of the Occupational Health and Safety and Construction Regulations	month	6		
B13.05	Provision of full time Construction Safety Officer	month	6		
B13.06	Provision for Personal Protective Equipment (PPE)	No.	20		
B13.07	Inservice training				
	(a) Student training	ProvSum	1	R 30 000,00	
	(d) Handling Costs and Profit in respect of sub-item B13.02(a) above.	%	30000		R 30 000,00
B13.08	Labour Training				
	a) appointment of CETA accredited Training service provider for the duration of the contract to be approved by the employers agent	Prov Sum	1	R 120 000,00	R 120 000,00
	(b) Non Accredited training	Prov Sum	1	R 90 000,00	R 90 000,00
	(b) Handling cost and profit in respect of subitem B13.10 (a) above	%	210 000		
Total Carried Forward To Summary					

Item Number	Item Description	Unit	Est. Qty.	Rate	Amount R
1400	HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL				
14.01	Office and laboratory accommodation:				
	(a) Offices (interior floor space only)	m ²	15		
	(b) Ablution units	m ²	2		
14.02	Office and laboratory furniture:				
	(a) Chairs	No	8		
	(b) Desks, complete with drawers and locks	No	1		
14.03	Office and laboratory fittings, installations and equipment:				
	(a) Items measured by number:				
	(i) Fire extinguishers, 9,0 kg, all purposes dry powder type, complete, mounted on wall with brackets	No	1		
	(ii) Steel filing cabinets with drawers	No	1		
14.08	Services:				
	(a) Services at office and laboratories:				
	(i) Fixed costs	L/SUM	1		
	(ii) Running costs	Month	6		
B14.11	Cellular telephones				
	(a) Provision of cellular telephones	Prov Sum	1	R 5 000,00	R 5 000,00
	(b) Cost of calls in connection with contract administration for the duration of the contract, for the Engineer on site.	Prov Sum	1	R 5 000,00	R 5 000,00
	(d) Handling costs and profit in respect of subitem B14.11(b)	%	10000		
B14.12	Fax/Copy Machine				
	(a) Provision of fax/copy machine	No	1		
	(b) Cost of calls in connection with contract administration	PC SUM	1	R 3 000,00	R 3 000,00
	(c) Handling cost and profit in respect of subitem B14.12 (b)	%	3000		
B14.13	Additional site supervision				
	(a) Site supervision to be performed by the Engineer and monitor the project	Provsum	1	R 80 000,00	R 80 000,00
Total Carried Forward To Summary					

Item Number	Item Description	Unit	Est. Qty.	Rate	Amount R
1500	ACCOMMODATION OF TRAFFIC				
B 15.01	Accommodation of traffic				
	(a) Accommodating traffic and maintaining deviations	km	10		
B 15.03	Temporary traffic control facilities				
	(a) Flagmen				
	(i) Flagmen in accordance with SARTSM, Vol 2, Chapter 13	man-days	264		
	(b) Portable STOP and GO-RY signs	No	2		
	(d) Amber flicker lights (100 W)	No	2		
	(e) Road signs, R- and TR-series				
	(i) 1200mm	No	2		
	(f) Road signs, TW-series				
	(i) 1200mm	No	2		
	(h) Delineators (DTG 50 J) (800mm x 200mm)				
	(i) Single	No	0		Rate Only
	(ii) Mounted back to back	No	0		Rate Only
Total Carried Forward To Summary					

Item	Item Description	Unit	Est. Qty.	Rate	Amount R
1600	OVERHAUL				
16.01	Overhaul on material hauled in excess of a free-haul distance of 0.5km, for haul up to or through 1.0km (restricted overhaul)	m ³	500		
16.02	Overhaul on material hauled in excess of 1.0km (ordinary overhaul)	m ³ -km	24750		
Total Carried Forward To Summary					
5					

Item	Item Description	Unit	Est. Qty.	Rate	Amount R
1700	CLEARING AND GRUBBING				
B17.01	Clearing and grubbing also in areas where there is boulders.	ha	6		
17.02	Removal and grubbing of large trees and tree stumps.	ha	2		
17.04	Clearing and grubbing at inlets and outlets of hydraulic structures	m ²	20,0		
Total Carried Forward To Summary					
6					

Item	Item Description	Unit	Est. Qty.	Rate	Amount R
1800	DAYWORKS				
18,01	Personnel during normal working hours:				
	(a) Unskilled labour	h	7		
	(b) Semi-skilled labour	h	7		
	(c) Skilled labour	h	7		
	(d) Ganger	h	7		
	(e) Flagmen	h	7		
18,03	Plant: (inclusive of fuel)				
	(a) Grader (CAT 140G or similar approved)	h	7		
	(b) Dozer (CAT D7 or similar approved)	h	7		
	(c) Dozer (CAT D9 or similar approved)	h	7		
	(d) Wheel Excavator (CAT 215 or similar approved)	h	7		
	(e) Track Excavator (CAT 225 or similar approved)	h	7		
	(f) Track Excavator (CAT 235 or similar approved)	h	7		
	(g) Vibratory Roller (Bomag 212 or similar approved)	h	7		
	(h) Pedestrian Roller (Bomag BW 90 or similar approved)	h	7		
	(i) Water truck (5000 litres)	h	7		
	(j) Tipper truck 10.0m ³	h	7		
	(k) Tipper truck, 5.0m ³	h	7		
	(l) Backhoe TLB type (CAT 428 or equivalent)	h	7		
	(m) Dewatering pump including generators and accessories (50mm pump, 600 litres per minute)	h	7		
	(n) Compressor (air) including hoses and tools (7m ³ /minutes mass approximately 150cpm)	h	7		
18,05	Transport				
	(a) LDV	km	400		
	(b) Flatbed truck	km	400		
	(c) Lowbed horse and trailer	km	400		
Total Carried Forward					
7					

Item	Item Description	Unit	Est. Qty.	Rate	Amount R
2100	DRAINS				
21,01	Excavation for open drains:				
	(a) Excavating soft material situated within the following depth ranges below the surface level:				
	(i) 0m up to 1.5m	m ³	1500		
	(a) Extra over subitem 21.01 (a) excavation in intermediate material,irrespective of depth.	m ³	450		
	(b) Extra over subitem 21.01 (a) excavation in hard material,irrespective of depth.	m ³	225		
Total Carried Forward					

GQUBELA-MHLABATHI ACCESS ROAD

Ward 8, 2022/23 Financial Year

SCHEDULE OF QUANTITIES

Item	Item Description	Unit	Est. Qty.	Rate	Amount R
2200	PREFABRICATED CULVERTS				
22.01	Excavation:				
	(a) Excavating soft material situated within the following depth ranges below the surface level:				
	(i) 0m up to 1.5m	m ³	225	R	-
	(ii) Exceeding 1.5m and up to 3.0m	m ³	68	R	-
	(b) Extra over subitem 22.01 (a) excavation in intermediate material, irrespective of depth.	m ³	45	R	-
	(c) Extra over subitem 22.01 (a) excavation in hard material, irrespective of depth.	m ³	23	R	-
22.02	Backfilling:				
	(a) Using the excavated material	m ³	113	R	-
	(b) Using imported selected material	m ³	68	R	-
22.03	Concrete pipe culverts:				
	(c) On class C bedding:				
	(i) 600mm diameter Spigot and Socket Class 100D	m	75	R	-
	(ii) 900mm diameter Spigot and Socket Class 100D	m	113	R	-
22.09	Cast in situ concrete and formwork:				
	(c) In inlet and outlet structures, skewed ends, catchpits, manholes, thrust and anchor blocks, excluding formwork but including class U2 surface finish:				
	(i) Class 25/19	m ³	70	R	-
22.26	(d) Formwork of concrete under subitem 22.07(c) above:				
	(i) F1 surface finish to vertical formwork	m ²	100	R	-
	Steel reinforcement:				
	(a) Mild steel bar	t	0		Rate Only
	(b) High-tensile steel bars	t			Rate Only
	(c) Welded steel fabric (Ref. 305)	m ²	300	R	-
	(d) Welded steel fabric (Ref. 617)	m ²	0		Rate Only
Total Carried Forward To Summary					R -

Item	Item Description	Unit	Est. Qty.	Rate	Amount R
3100	BORROW MATERIALS				
31.01	Excess overburden (provisional)	m ³	900,00		
31,03	Finishing off borrow areas in				
	(a) Hard material	ha	1,30		
	(b) intermediate material	ha	1,00		
	(c) Soft material	ha	1,00		
Total Carried Forward To Summary					

GQUBELA-MHLABATHI ACCESS ROAD

Ward 8, 2022/23 Financial Year

SCHEDULE OF QUANTITIES

Item	Item Description	Unit	Est. Qty.	Rate	Amount R
3300	MASS EARTHWORKS				
33.01	Cut and borrow to fill, including free haul up to 1.0km:				
	(a) Material in compacted layer thickness of 200mm and less:				
	(i) Compacted to 93% of Modified AASHTO density	m ³	4125		R -
33.03	Extra over item 33.01 for excavating and breaking down material in:				
	(a) Intermediate excavation	m ³	1238		R -
	(b) Hard excavation	m ³	825		R -
	(c) Boulder excavation	m ³	413		R -
33.04	Cut to spoil, including free haul up to 1.0 km. Material obtained from:				
	(a) Soft excavation	m ³	550		R -
	(b) Intermediate excavation	m ³	165.0		R -
	(c) Hard excavation	m ³	110.00		R -
	(d) Boulder excavation	m ³	55.00		R -
33.08	Widening of cuts (extra over items 33.01 and 33.04)				
	(a) In hard material	m ³	200.0		R -
	(c) In all other materials	m ³	500		R -
33.1	Roadbed preparation and the compaction of material				
	(a) Rip in-situ roadbed to 150mm, remove oversize material shape to 3% camber and compact to 93% Modified AASTHO	m ²	7200		R -
33.13	Finishing-off cut and fill slopes, medians and interchange areas:				
	(a) Cut slopes	m ²	0		Rate Only
	(b) Fill slopes	m ²	0		Rate Only
Total Carried Forward To Summary					R -

Item	Item Description	Unit	Est. Qty.	Rate	Amount R
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL				
B34.01	Pavement layers constructed from gravel taken from cut or borrow, including free-haul up to 1,0 km:				
	(h) Gravel wearing course compacted to:				
	(iii) 95% of modified AASHTO density:				
	(b) 150mm layer thickness	m ³	8250		
Total Carried Forward To Summary					

Item	Item Description	Unit	Est. Qty.	Rate	Amount R
5100	PITCHING, STONWORK AND PROTECTION AGAINST EROSION				
51.01	Stone pitching:				
	(a) Plain pitching:				
	(i) Method 1	m ²	0		Rate Only
	(ii) Method 2	m ²	0		Rate Only
	(b) Grouted stone pitching	m ²	2400		
	(c) Grouted stone pitching on a concrete bed (100mm thickness)	m ²	0		Rate Only
51.03	Stone Masonary Walls				
	(a) Plain packed stone walls	m ²	0		Rate Only
	(b) Cement mortared stone walls	m ²	0		Rate Only
B51.08	Provision for vegetation destroyer and ant poison:				
	(a) Provision of materials	PC sum	1	R 50 000,00	R 50 000,00
	(b) Contractors charges and profit added to item 51.05 (a)	%	50000		
Total Carried Forward To Summary					

Item	Item Description	Unit	Est. Qty.	Rate	Amount R
5200	GABIONS				
52.01	Foundation trench excavation and backfilling:				
	(a) In solid rock (material which requires blasting)	m ³	750,0		
	(b) In other classes of material	m ³	0,0		Rate Only
52.02	Surface preparation for bedding the gabions:	m ²	750,0		
52.03	Gabions:				
	(a) Galvanized gabion boxes 2m x 1m x 1m	m ³	750,0		
	(b) PVC-coated gabion boxes 2m x 1m x 1m	m ³	0,0		Rate Only
	(c) gabion mattresses 3m x 1m x 0.3m	m ³	750,0		
	(d) PVC-coated gabion mattresses 3m x 1m x 0.3m	m ³	0,0		Rate Only
52.04	Synthetic-fibre filter fabric				
	(a) Biddum U14 or similar approved	m ²	2 500,0		
B52.05	Dismantle and remove structures	m ³	0,0		Rate Only
B52.06	Dismantle, retain stone material for rebuilding gabion structures	m ³	0,0		Rate Only
Total Carried Forward To Summary					

Item	Item Description	Unit	Est. Qty.	Rate	Amount R
5400	GUARDRAILS				
54.01	Guardrails on timber posts:				
	(a) Galvanized	m	0,0		Rate Only
54,04	End treatments:				
	(a) End wings	No	0,0		Rate Only
	(b) Bull nose	No	0		Rate Only
54,06	Reflective plates	No	0,0		Rate Only
Total Carried Forward To Summary					

Item	Item Description	Unit	Est. Qty.	Rate	Amount R
5600	ROAD SIGNS				
B56.01	Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi matt black or Class I retro-reflective material. where the sign board is constructed from: (c) Prepainted galvanised steel plating (Chromedek 1.4mm thick or approved equivalent):				
	(1) Area not exceeding 2m ²	m ²	30,0		
	(2) Area exceeding 2m ² but not 10m ²	m ²	0,0		Rate Only
56.02	Extra Over item 56.01 for using:				
	(a) Background of retro-reflective material of:				
	(1) Class II	m ²	60,0		
	(b) Lettering, symbols, numbers, arrows, emblems and borders of retro-reflective material:				
	(1) Class II	m ²	40,0		
56.03	Road Sign supports (overhead road sign structures excluded):				
	(b) Timber				
	(1) 75-100mm dia, type CCA treated timber.	m	100,0		
	(2) 100-125mm dia, type CCA treated timber.	m	100,0		
	(3) 150mm dia, type CCA treated timber	m	0		Rate Only
56.04	Kilometer Post				
	(b) Timber and Plates	no.	9		
56.05	Excavation and backfilling for road sign supports (not applicable to kilometre posts)	m ³	50		
56.06	Extra over item 56.05 for cement- treated soil backfill.	m ³	25		
56.07	Extra over item 56.05 for rock excavation.	m ³	10		
B56.08	Danger plates at culverts and/ or structures.				
	(a) Up to 1m ²	no.	50		
Total Carried Forward To Summary					

Item	Item Description	Unit	Est. Qty.	Rate	Amount R
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS				
59.01	Finishing the road and road reserve				
	(c) Single carriageway road.	km	10,0		
Total Carried Forward To Summary		17			

SCHEDULE OF QUANTITIES

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
6100	FOUNDATION FOR STRUCTURES					
61.02	Excavation					
	(a) Excavation soft material situated with the following successive depth ranges:	m ²	56.0	R	-	
	(b) Extra over sub-item 61.02(a) for excavation in hard material irrespective of depth.	m ²	33	R	-	
	(c) Extra over sub-item 61.02(a) for additional excavation required by the Engineer after the excavation has been completed.	m ²	12.0	R	-	
	(d) Extra over sub-item 61.02(a) for excavation by hand.	m ²	0	R	-	
61.03	Access and drainage					
	(a) Access	L/Sum	1	R	-	
	(b) Drainage where no access has been provided	L/Sum	1	R	-	
61.04	Backfill to excavations utilising:					
	(a) Material from the excavation	m ²	11	R	-	
	(b) Imported material	m ²	56.0	R	-	
61.05	Fill within restricted area (extra over item 33.01)	m ²	0	R	-	
61.06	Overhaul in excess of 1.0km on excavated material and on material imported for backfill, foundation fill and fill for caissons	m ² .km	5	R	-	
61.11	Drilling of 30mm dia. Holes, 1m into hard rock at piers	m	0	R	-	
61.12	Grouting	kg	0	R	-	
61.13	Dowel Bars					
	(a) Provide and secure in position 1m length high tensile, 20mm dia. steel bars, with an approved grout.	kg	250	R	-	
61.14	Foundation lining					
	(a) Polyethylene sheeting 0.150mm thickness	m ²	45	R	-	
B38.03	Milling Out cemented crushed stone					
	(c) Average millg depth exceeding 100mm					
	(ii) Compressive strength exceeding 20MPa	m ²	45	R	-	
Total Carried Forward To Summary					R	-

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
6200	FALSEWORK, FORMWORK AND CONCRETE FINISH				
62.02	Vertical formwork to provide:				
	(a) Class F1 surface finish to:				
	(i) Concealed vertical faces of barrel, earwalls and cur-off beams.	m ²	266		
	(b) Class F2 surface finish to:		166		
	(i) Exposed vertical faces of barrel, earwalls and upstand beam	m ²	0		
62.06	Formwork to form open joints	m ²			Rate Only
TOTAL CARRIED FORWARD TO SUMMARY					
			19		

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
6300	STEEL REINFORCEMENT FOR STRUCTURES				
63,01	Steel reinforcement for:				
	(a) Barrel including: foundation, upstand beams and deck.				
	(i) High yield stress bars @ Y12	t	1,00		
	(ii) High yield stress bars @ 16	t kg	0,9		
	(iii) Welded steel fabric No. 311	tt	233		
	(b) Earwalls, Apron slab & Cutt-off beams.	kg	0,80		
	(i) High yield stress bars @ Y12	t	0		
	(ii) High yield stress bars @ 16		150		
	(iii) Welded steel fabric No. 311		0		
	(c) Approach slabs				
	(i) High yield stress bars @ Y12				Rate Only
					Rate Only
	(ii) High yield stress bars @ 16	t	0		Rate Only
	(iii) Welded steel fabric No. 311	kg	201,0		
TOTAL CARRIED FORWARD TO SUMMARY					

			20		
6400	CONCRETE FOR STRUCTURES			19,6	
B22.07	Cast insitu concrete and formwork:			35	
				21	
				8	
				15	
	(b) In floor slabs for portal or rectangular culverts, including formwork, joints and class U2 surface finish (Class 30/19)	m ³			
	(c) Formwork of concrete under sub-item 22.07 (c) above (class F1)	m ²			
64.01	Cast insitu concrete:				
	(a) Class 30/19 and U2 surface finish in:				
	(i) Barrel including upstand beams and deck.	m ³			
	(ii) Earwalls, Apron slab & Cutt-off beams.	m ³			
	(iii) Approach slab.	m ³			
B22.05	Portal and Rectungular culverts				
	(a) Without prefabricated floor slabs (class 75s 1800x 1200mm) and	m		2,4	
	(a) Without prefabricated floor slabs (class 100s 3000 x 3000mm)	m		12,3	
B22.07	Cast insitu concrete and formwork:			8	
	(f) Deckslab guide blocks (Class 25/19) including formwork and class U2 surface finish.	no.			
TOTAL CARRIED FORWARD TO SUMMARY					
			21		

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
6600	NO-FINES CONCRETE, JOINTS, BEARING, BOLT GROUPS FOR ELECTRIFICATION, PARAPETS AND DRAINAGE FOR STRUCTURES.				
66,06		m ²	23,0		
66,18	Filled joints:	no.	0,0		
66,19	Movement joints as indicated on drawings. Numbers for structures:	m no.	0		
66,21	(c) Numbers formed in concrete Drainage pipes and weepholes:		11		
	(b) Weep holes:		0		
	(i) Type netion size 65mm dia.				
	(ii) Type PVC size 12mm dia.				
	Synthetic-fibre filter fabric				
					Rate Only
					Rate Only
	(a) Geotextile Grade 2	m ²			Rate Only
	(b) Netlon drainage strips	m ²			Rate Only
Total Carried Forward To Summary					

Item Number	Item Description	Unit	Est. Qty.	Rate	Amount R
8100	TESTING WORKMANSHIP AND MATERIALS				
81.02	Other special tests requested by the Engineer including acceptance control by an external laboratory	ProvSum	1	R 35 000,00	R 35 000,00
81.03	Handling costs and profit in respect of 81.02	%	35 000,0		
Total Carried Forward To Summary					

GQUBELA-MHLABATHI ACCESS ROAD

Ward 8, 2022/23 Financial Year

SUMMARY OF SCHEDULE OF QUANTITIES

Section	Description				Amount R
1	1200 GENERAL				
2	1300 CONTRACTOR'S ESTABLISHMENT				
3	1400 HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL				
4	1500 ACCOMODATION OF TRAFFIC				
5	1600 OVERHAUL				
6	1700 CLEARING AND GRUBBING				
7	1800 DAYWORKS				
8	2100 DRAINS				
9	2200 PREFABRICATED CULVERTS				
10	3100 BORROW MATERIALS				
11	3300 MASS EARTHWORKS				
12	3400 PAVEMENT LAYERS OF GRAVEL MATERIAL				
13	5100 PITCHING, STONWORK AND PROTECTION AGAINST EROSION				
14	5200 GABIONS				
15	5400 GUARDRAILS				
16	5600 ROAD SIGNS				
17	5900 FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS				
18	7100 CONCRETE PAVEMENTS				
19	6100 FOUNDATION FOR STRUCTURES				
20	6200 FALSEWORK, FORMWORK AND CONCRETE FINISH				
21	6300 STEEL REINFORCEMENT FOR STRUCTURES				
22	6400 CONCRETE FOR STRUCTURES				
23	6600 NO-FINES CONCRETE, JOINTS, BEARING, BOLT GROUPS FOR ELECTRIFICATION, PARAPETS AND DRAINAGE FOR STRUCTURES.				
24	8100 TESTING WORKMANSHIP AND MATERIALS				
	NETT TOTAL OF TENDER				
	ALLOW 10% FOR CONTINGENCIES				
	SUB TOTAL				
	ALLOW 15% VALUE ADDED TAX				
	TOTAL AMOUNT CARRIED FORWARD TO FORM OF OFFER				

Part C3: SCOPE OF WORK

Part C3: Scope of Work

FORM 7.1

	Pages
C3.1 Description of the Works	94
C3.2 Specifications	102 – 152
C3.3 Drawings	153 - 153

Status

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

Drawings
Scope of Work (Parts C3.1, C3.2, C3.3 and C3.4)
COLTO Standard specification

C3.1 DESCRIPTION OF THE WORKS

1.1 Employer's objectives

To construct gravel access road in Gqubela and Mhlabathi village into all-weather access road and the level crossings for crossing the river by mobile vehicle and pedestrians.

1.2 Overview of the works

The Works entails the construction of 10km gravel access road and Low Level crossing spanning 6.0m, 3.66m wide in Mhlabathi Village of Mhlontlo Local Municipality.

1.3 Extent of the works

The Contract includes the following construction work:

- clearing and grubbing;
- roadbed preparation
- importation of suitable gravel material from borrow pits;
- spreading and compaction of gravel wearing course to the required density;
- Construction of adequate storm water drainage structures
- Construction of Low Level River Crossing

The above description is not necessarily complete and shall not limit the work to be carried out.

1.4 Location of the works

The proposed road is in Gqubela to Mhlabathi administrative area under Mhlontlo Local Municipality of Qumbu in Eastern Cape Province. It can be accessed 41km along the N2 Road from Mthatha town towards Qumbu passing through New Rest Village through to Gqubela to Mhlabathi village.

The village central coordinates Longitude and latitude (Above Mean Sea Level) are as follows:

Longitude: 28°52'8.16"E Latitude: 31°17'22.68"S E 986m AMSL

The total length for the three sections is 10 kilometres

1.3 Temporary works

The Contractor shall at all times ensure that his operations do not endanger any member of the public. All operations shall be in terms as specified in the Occupational Health and Safety Act as well as per the Construction Regulations.

2 Drawings

The following drawings are provided by the Engineer during construction phase.

DRAWING NO

191101-400-PN-01-00 PROPOSED ROADS LAYOUT PLAN
191101-400-D-01-00 TYPICAL CULVERT CROSSING DETAIL
191101-400-LS-01-00 PLAN & L-SECTION – ROAD 1
191101-400-LS-02-00 PLAN & L-SECTION – ROAD 2
191101-400-LS-03-00 PLAN & L-SECTION – ROAD 3 (1of3)
191101-400-LS-04-00 PLAN & L-SECTION – ROAD 3 (2of3)
191101-400-LS-05-00 PLAN & L-SECTION – ROAD 3 (3of3)
191101-400-LS-06-00 PLAN & L-SECTION – ROAD 4 (1of2)
191101-400-LS-07-00 PLAN & L-SECTION – ROAD 4 (2of2)
191101-400-LS-08-00 PLAN & L-SECTION – ROAD 5 (1of2)
191101-400-LS-09-00 PLAN & L-SECTION – ROAD 5 (2of2)
191101-400-LS-10-00 PLAN & L-SECTION – ROAD 6 (1of2)
191101-400-LS-11-00 PLAN & L-SECTION – ROAD 6 (2of2)
191101-400-LS-12-00 PLAN & L-SECTION – ROAD 7
191101-400-LS-13-00 PLAN & L-SECTION – ROAD 8
191101-400-LS-14-00 PLAN & L-SECTION – ROAD 9 (1of2)
191101-400-LS-15-00 PLAN & L-SECTION – ROAD 9 (2of2)
191101-400-LS-16-00 PLAN & L-SECTION – ROAD 10
191101-400-LS-17-00 PLAN & L-SECTION – ROAD 11 (1of2)
191101-400-LS-18-00 PLAN & L-SECTION – ROAD 11 (2of2)
191101-400-LS-19-00 PLAN & L-SECTION – ROAD 12
191101-400-LS-20-00 PLAN & L-SECTION – ROAD 13 (1of2)
191101-400-LS-21-00 PLAN & L-SECTION – ROAD 13 (2of2)
191101-400-LS-22-00 PLAN & L-SECTION – ROAD 14

3 Procurement

3.1 Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the preferencing schedule.

3.2 Scope of mandatory subcontract work

The Tenderer is also to refer to the mandatory requirements regarding use of local labour and labour intensive construction methods.

4 Applicable SANS Standards for Construction Works

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

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

SANS 1914-1 (2002): Targeted Construction Procurement

SANS 1921-1 (2004): Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works

SANS 1921-6 (2004): Construction and Management Requirements for Works Contracts Part 6: HIV / AIDS Awareness

5. Applicable National and International Standards

The Standard Specification for Road and Bridge Works for State Authorities 1998, prepared by the Committee of Land Transport Officials, (COLTO), as amended, shall apply to this Contract.

6. Particular / Generic specifications

The following Project Specifications and Particular Specifications apply:

PS 1 GENERAL DESCRIPTION

The works comprise construction of approximately 11.58km gravel access road, as well as adequate storm water drainage facilities.

PS 2 DESCRIPTION OF SITE AND ACCESS

The location map shows the locations of the various aspects. Access to the site is accessed 35km along the N2 Road from Mthatha town towards Qumbu passing through eMncali village through to Gungululu village.

PS 3 DETAILS OF CONTRACT

The Contract includes the following construction work:

- clearing and grubbing;
- roadbed preparation
- importation and processing of suitable subbase material from borrow pits;
- importation and processing of suitable base material;
- associated drainage works;
- : low level crossing

The above description is not necessarily complete and shall not limit the work to be carried out.

PS 4 CONSTRUCTION PROGRAMME

The time for completion on this Contract is as shown in the Contract Specific Data and includes the allowance for inclement weather. All statutory holidays for the Civil Engineering Industry falling within the authorised Contract period, will be allowed as extensions to this period, but the Contractor will not be paid additional Time-Related charges for these days.

The Contractor shall submit a preliminary programme with his Bid indicating the main activities to be carried out.

Any work carried out prior to approved sureties and proof of insurances being submitted will be at the Contractor's risk. The start and completion dates of the Contract will however not be adjusted due to late submission of approved sureties.

The Contractor shall submit to the Engineer within 7 days of receiving the Letter of Acceptance from the Employer, a detailed programme setting out clearly the sequence of work, and the resources which he intends to use, and a projected cashflow for the various sections of the work. The programme shall be submitted in the form of a bar chart. The quantity of work applicable to each bar item as well as the rate, at which the work will be completed, shall be shown on each bar.

If the programme is to be revised by reason of the Contractor falling behind his programme, he shall produce a revised programme showing modifications to the original programme necessary to ensure completion of the works or any part thereof within the time of completion as defined or any extended time granted. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by providing more labour and plant on site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit or work according to the approved programme or revised programme, shall be sufficient reason for the Employer to take steps as provided for in Clause 5,6 of the General Conditions of Contract.

The approval by the Engineer of any programme shall have no contractual significance, other than that the Engineer would be satisfied if the work is carried out according to such programme, and that the Contractor undertakes to carry out the work in accordance with the programme. It shall not limit the right of the Engineer to instruct the Contractor to vary the programme should circumstances make this necessary.

PS 5 SITE FACILITIES AVAILABLE

PS 5.1 Source of Water Supply

The Contractor shall make his own arrangements for the provision of water for domestic use, site works and that, which is required for compaction purposes.

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

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

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

PS 5.2 Source of Power Supply

The Contractor shall make his own arrangements regarding the supply of electricity. The Contractor shall take note that no direct payment will be made for any costs incurred for the provision of a power supply point, nor for the cost of electricity drawn. Payment for the aforementioned shall be deemed to be covered by the rates and price tendered and paid for the various items of work included under the Contract.

PS 5.3 Location of Site Camp and Materials Storage Area

The Contractor shall establish his site camp and materials storage area at a mutually acceptable location as approved by the Engineer. The Contractor shall confine his camp and storage of materials to the areas designated or approved by the Engineer. The camp must be kept clean and tidy and, on completion of the construction works, the Contractor shall re-instate the areas to the Engineer's satisfaction.

PS 6 SITE FACILITIES REQUIRED

PS 6.1 Engineer's Site Facilities

An office for the Engineer is required. The type of office required for the Engineer is specified in relevant section of the project specifications. Site Meetings will be held in the Contractor's site office.

PS 6.2 Laboratory Facilities

Not required

PS 6.3 Sanitary Facilities for the Contractor's Staff

The Contractor shall supply chemical toilets for use by his employees and temporary workers and shall be entirely responsible for maintaining such toilets in a clean and sanitary condition to the satisfaction of the Engineer and the health authorities. The number of toilets shall be based on one toilet per fifteen personnel on site and the Contractor shall make his own arrangements and pay all charges for the removal of sewage. Under no circumstances will the Contractor's staff be allowed to use public toilet facilities.

PS 6.4 Telephone Facilities

The Engineer will use his own cellular and office telephones for this Contract. Accounts for use of the said telephones will be submitted to the Contractor for payment up to the maximum provisional sum allowed for in the Bill of Quantities.

PS 6.5 Accommodation for Employees

The Contractor shall make his own arrangements for the accommodation of his employees.

PS 6.6 Security of Contractor's Site Camp

Security of the Contractor's site camp will be the Contractor's own responsibility and no additional payment will be made if additional security measures need to be taken during the Contract.

PS 7 FEATURES REQUIRING SPECIAL ATTENTION

PS 7.1 Construction Method

It is a requirement of this Contract that labour-intensive construction methods be utilised wherever possible and the Contractor shall therefore be required to plan his activities to maximise the use of local labour and small Contractors. The principal Contractor is to negotiate with the small Contractors to conduct portions of the works as sub-contractors. The Client is to approve the appointment of each sub-contractor. It will be the principal Contractor's responsibility to empower and train the small contractors on the site. The Contractor is to take care that the elements of work which he intends to allow small contractors to perform will not impact negatively on the critical path of the Construction Programme. If there is non-performance by the sub-contractor, claims for extension of time will not be

entertained in this regard. The rates tendered shall cover the full cost of complying with the above requirements. Details of the proposed utilisation of small sub-contractors are to be included in the Bid.

The Contractor shall take note that the resident community of the affected villages may have the expectation that work in their area will be undertaken using a workforce drawn from their area.

To avoid any problems in this regard the Contractor shall use the community facilitators employed, the Community Liaison Officer to timeously reach mutually acceptable employment agreements with any affected communities.

PS 7.2 Communication with Residents

A Project Steering Committee will be formed from the interested and affected parties to act as the communication channel between the Contractor and the residents. This Project Steering Committee will also be assisted by the Community Liaison Officer appointed by the Contractor.

The Contractor shall use the Labour Liaison Officer, and the Project Steering Committee to timeously reach mutually acceptable employment agreements with the affected communities.

PS 7.3 Machine and Hand Operations

Machine Operations:

The following are the anticipated construction methods to be used by the Contractor for the implementation of the project.

- Importation of materials from commercial sources
- Spreading of material obtained from commercial sources
- Compaction and processing of this material
- Hard rock excavation

Hand Operations:

-
- Clearing and grubbing of the site
- Excavation
- Laying pipes
- Concrete work
- Spreading of pavement materials

The use of mechanical equipment for any other activities will be permitted only with approval of the Engineer.

PS 7.4 Empowering Emerging Sub-Contractors and Local Labour

It is the intention to make the maximum possible use of the local labour force, which is at present unemployed. Local is defined as the area within the boundaries of Mhlontlo affected ward.

The Contractor shall be expected to limit the use of non-local persons to this permanent core of key personnel only and shall submit with his Bid, a statement that details his intention with respect to the employment and training of local labour as well as listing the number of key personnel. Reference is made to the list of Returnable Documents. The statement will be taken into consideration in the adjudication of the tender. Of special relevance will be the Contractor's intentions with respect to the employment and training of potential small sub-contractors.

PS 7.5 Public Safety

The Contractor shall, at all times, ensure that his operations do not endanger any member of the public. The Contractor shall take special precautions to prevent public access to any danger areas on the Works, e.g. by temporary barricading and/or fencing. All barricading and trench shoring are to be in terms as specified in the Occupational Health and Safety Act as well as per the Construction Regulations. No street crossing shall be left open over night and temporary cross over access shall be provided to all stands affected.

PS 7.6 Sand and dust control

The Contractor shall, for the duration of the Contract, take appropriate measures to control the dust and soil movement which may arise due to his operations.

PS 7.7 Existing Services

The Contractor shall ensure that, prior to construction, all the necessary Record Drawings for all services have been obtained and verified by the relevant Service Providers in the Contractor's presence.

The Contractor shall take whatever precautions are required to protect existing services from damage during the period of the Contract. Any damage to, and resulting damage from activities resulting in loss, on services indicated on the drawings shall be for the Contractor's account.

PS 7.8 Control Testing

The Contractor is required to carry out his own control testing. The results of these control tests together with the location of the tests shall be submitted to the Engineer for approval. No payments will be made without this information.

The Engineer may order that additional tests be carried out from time to time. A provisional sum is allowed for these additional tests. The cost of any additional tests that might fail, together with the remedial work ordered by the Engineer will be for the account of the Contractor.

PS 8 SPOIL SITE

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled at a site located by the Contractor and approved by the Engineer and the Contractor must make arrangements on time in order not to be delayed.

PS 9 CONSTRUCTION REGULATIONS, 2003

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2003 (the regulations) as promulgated in Government Gazette No 25207 and Regulation Gazette No 7721 of 18 July 2003. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for the suspension of the Works by the Engineer.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, the Bill of Quantities, the Drawings, and in the Employers' health and safety specification (regulation 4(1) of the Construction Regulations 2003), which is bound into the Contract document.

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

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

Payment items are included in the Schedule of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

PS 10 LABOUR INTENSIVE WORK

The guiding principles upon which this is based include:-

- Create employment opportunities for the local community
- Emphasis be given to the employment of women who are the single head of households and have dependants.
- Employment opportunities be given to local emerging Sub Contractors.

In line with the above, the following targets have been set in order to reach objectives and this contract will be subject to these targets:

- **Labour intensive methods of construction** are to be used with a minimum of **30%** of the project budget(scheduled items) to be spent on local community labour, unless the works are mostly dominated by the specialised works.
- **Women** are to make up at least **20%** of the **Total Local Labour** employed on each project with an emphasis on “Women who are the single head of households and have dependants”.
- **Disabled persons** are to make up at least **1.5%** of the **Total Local Labour** employed.
- **Youth** (above school going age and below 36) are required to make up at least **15%** of the **Total Local Labour** employed.

The Contractor shall therefore be required to plan his activities to maximise the use of local labour. Local is defined as the area within the municipal boundaries of the project. The rates tendered shall cover the full cost of the all labour intensive work.

Furthermore, the Tenderer is required to complete the statement of intent relating to the use of local labour. This statement is required to indicate the methods which the contractor intends employing to achieve the employment targets. the contractor shall be expected to limit the use of non-local persons to his permanent core of key personnel only. The table ATTACHED IN the list of Returnable Documents should also be completed in full for tender purposes. The statement will be taken into consideration in the adjudication of the tender.

PS 11 FINISHING AND TIDYING

The Contractor shall take note that progressive and systematic finishing and tidying will form an essential part of this Contract. On no account shall spoil, rubble, material, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily be a hindrance to or impede the activities of others. In the event of this occurring the Employer shall have the right to withhold payment for as long as may be necessary in respect of the relevant work in the area(s) concerned.

PS 12 RECORDING OF WEATHER

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the Employer's representative for his signature no later than 12 days after rain that is considered to justify an extension of time occurs.

PS 14 UNAUTHORISED PERSONS

The Contractor shall keep unauthorized persons from the works at all times Under no circumstances may any person except guards be allowed to sleep on the building site.

PS 15 MANAGEMENT MEETINGS

The Contractor is to allow in his rates to attend the following management meetings

- 1 Site Meeting per month
- 2 Community Meetings per month
- 1 Health and Safety audit meeting per month
- 1 Health and Safety monitoring meeting per month

PS 16 FORMS FOR CONTRACT ADMINISTRATION

The Contractor will be required to keep, as a minimum, the following records on site for the duration of the Contract

- Site Diary
- Site Request book
- Site Instruction book
- Occupational Health & Safety file
- Environmental Management Plan

PS 17 ELECTRONIC PAYMENTS

Mhlontlo Local Municipality will decide on the method of payment.

PS 18 DAILY RECORDS

The Contractor will be required to keep, as a minimum, the following daily records on site for the duration of the Contract

- Plant on site
- Personnel on site
- Weather conditions
- Safety issues
- Work activities conducted

PS 19 PAYMENT CERTIFICATES

The Contractor is required to submit the following information with payment certificates to expedite verification and certification by Employer.

- Proof of payment of local labour
- Proof of payment of suppliers
- Proof of ownership of materials on site

PS 20 PERMITS

Permits are required to carry out the normal construction activities and the contractor is required to register and conform with all the regulation in order to proceed with the works.

PS 21 PROOF OF COMPLIANCE WITH THE LAW

Requirements for compliance with CIDB registration and a SARS Certificate of Good Standing are to be provided with the Bid.

C3.2 STANDARDIZED SPECIFICATIONS

PROJECT/WORK SPECIFICATION

Notes to Tenderer

1. The Standard Specifications for Road and Bridge Works for State Road Authorities 1998, prepared by the Committee of Land Transport Officials, (COLTO), as amended, shall apply to this contract. The amendments are those issued by COLTO and reproduced in Part B1, together with additional amendments as set out in Part B2.
2. Where reference is made to the General Conditions of Contract and Sub-Clauses thereof in the above-mentioned Standard Specifications, they refer to the appropriate edition of the 'General Conditions of Contract for Road and Bridge Works for State Road Authorities,' issued by COLTO (Clause 1115 of the Standard Specifications refers).

The General Conditions of Contract applicable to this contract are the "General Conditions of Contract for Work of Civil Engineering Construction" (2015 Third Edition) issued by the South African Institution of Civil Engineering and the necessary amendments to the Standard Specifications have been made and included in the Project Specifications contained in this document.

3. The terms "Schedule of Quantities", (used throughout the Standard Specifications) and "Bill of Quantities", (used in all other documents forming part of this contract), are synonymous.
4. The terms "Project Specifications" and "work Specifications", are synonymous.

C3.2.1 CONSTRUCTION

WORK SPECIFICATION

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PART A: STANDARD SPECIFICATIONS

The Standard Specifications for Road and Bridge Works for State Road Authorities 1998, prepared by the Committee of Land Transport Officials, (COLTO), as amended, shall apply to this contract. The amendments are those issued by COLTO and reproduced in Part B1, together with additional amendments as set out in Part B2.

Where reference is made to the General Conditions of Contract and Sub-Clauses thereof in the above-mentioned Standard Specifications, they refer to the appropriate edition of the 'General Conditions of Contract for Road and Bridge Works for State Road Authorities,' issued by COLTO (Clause 1115 of the Standard Specifications refers).

The General Conditions of Contract applicable to this contract are the "General Conditions of Contract for Work of Civil Engineering Construction" (2015 Third Edition) issued by the South African Institution of Civil Engineering and the necessary amendments to the Standard Specifications have been made and included in the Project Specifications contained in this document.

The terms "Schedule of Quantities", (used throughout the Standard Specifications) and "Bill of Quantities", (used in all other documents forming part of this contract), are synonymous.

The terms "Project Specifications" and "work Specifications", are synonymous.

PART B: MATTERS RELATING TO THE STANDARD SPECIFICATIONS

B1 PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS AND ADDITIONAL SPECIFICATIONS

1. In certain clauses the Standard Specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications required for this particular contract.
2. The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or a new payment item which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.
3. The tenderer shall note that the standard COLTO specification is based on the COLTO General Conditions of Contract. References to specific COLTO General Conditions of Contract clauses will need to be exchanged for the equivalent clause in the General Conditions of Contract for Construction Works" (2015 Third Edition) as amended and the Contract Data. The Employer assumes no responsibility for the contractor's interpretation of which are the correct relevant clauses and the contractor shall be deemed to have indemnify the Employer against incorrect interpretation from COLTO general condition of contract to these general condition of contract (GCC 2015 Third Edition) applicable to this contract.

PART B2: PROJECT SPECIFICATIONS

SECTION 1100 : DEFINITIONS AND TERMS

Add the following additional clauses:

“B1156 ACCEPTANCE CONTROL

Acceptance control means whatever testing the Engineer carries out over and above the process control testing already carried out in order to decide on the acceptability of any work submitted by the Contractor. Such testing will be carried out at the cost of the Employer in a laboratory approved by him (also see PS 5.5.2 in this regard).

B1157 COMMERCIAL SOURCE

An offsite source of materials chosen by the Contractor will also be viewed as a commercial source. The Contractor shall take full responsibility for the quality of all materials and services supplied from commercial sources.

B1158 PROCESS CONTROL

Process control means all testing required to be carried out on the works in order to ensure that the completed permanent works comply with the specifications and drawings. All such testing will be subject to inspection and approval by the Engineer (also see PS 5.5.1 in this regard).”

SECTION 1200 : GENERAL REQUIREMENTS AND PROVISIONS

B1236 COMMUNITY LIAISON OFFICER

Insert the following paragraph:

The contractor or his appointed agent shall appoint a community liaison officer after consultation with the local communities, the Engineer and the Employer. The contractor shall direct all his liaison efforts with the local communities through the appointed officer.

The community liaison officer shall be appointed jointly by the contractor. The contractor shall, however, accept the appointed officer as part of his management personnel. It is not anticipated that the community liaison officer's duties will entail a full day's work, and the contractor can utilize the community liaison officer to undertake additional duties with the Engineer's approval.

(a) The Community Liaison Officer's duties will be:

- (i) to be available on site daily between the hours of 07:15 in the morning until 17:30 in the afternoon;
- (ii) to determine, in consultation with the contractor, the needs of local labour in terms of relevant technical training, responsible for the identification of suitable trainees and to attend one of each of the training sessions;
- (iii) to communicate daily with the contractor and the Engineer to determine the local labour requirements with regard to numbers and skills, to identify possible labour disputes and to assist in their resolutions;
- (iv) to ensure the timeous availability of suitable local labour after consultation with appropriate structures and the establishment of "labour desk";
- (v) to attend all meetings in which the community and/or labour is present or is required to be represented, in particular attend once at the first part of each monthly/site meeting to report on local labour involved and to table relevant issues;
- (vi) to assist in the identification and screening of labourers from the community after consultation with local structures in accordance with the contractor's requirements;
- (vii) to inform local labour of their conditions of temporary employment and to inform local labourers when their period of employment will be terminated;
- (viii) to attend disciplinary proceedings to ensure that hearing are fair and reasonable;
- (ix) to ensure that all labourers involved in activities where tasks have been set are fully informed regarding the principle of task work;
- (x) to keep a daily written record of his interviews and community liaison activities;
- (xi) to compile and maintain labour records as required on a weekly basis;
- (xii) all such duties as agreed upon between all parties concerned.

The Community Liaison Officer shall be fluent in Xhosa and English and shall have excellent communicative skills, all to the approval of the Engineer.

Measurement and Payment

Item no.		Unit
B12.01	Community Liaison Officer:	
	(a) Community Liaison Cost	Prov sum
	(b) Handling cost and profit in respect of subitem	%

B12.01(a) above

B1237 PROJECT STEERING COMMITTEE

Insert the following paragraph:

The ISD must facilitate the selection of the Project Steering Committee with at least six community members that are directly benefitting from the proposed project. The PSC will work hand in hand with CLO and ISD and report back to the community meetings about the progress of the project and challenges that may arise during construction stage. Also, the Committee must be guided by the ISD on all the policies of the Municipality.

Measurement and Payment

Item no.		Unit
B12.02	Project Steering Committee (PSC) meetings	
(a)	Payment of expenses/disbursements to PSC members for attendance of meetings	Prov sum
(b)	Handling cost and profit in respect of subitem B12.02 a) above	%

B1238 RELOCATION AND/OR PROTECTION OF EXISTING SERVICES

Insert the following paragraph:

The contract may include certain work relating to be moving and reinstating of services that may be affected by the construction of the works.

Measurement and Payment

Item no.		Unit
B12.03	Relocation and/or protection of existing services	Prov sum

B1210 CERTIFICATE OF PRACTICAL COMPLETION OF THE WORKS

Add the following paragraph:

"In addition to the listed specified items of work and regardless of the degree of beneficial occupation by the Employer, no sections of the works, individually or collectively, shall be considered for practical completion unless the following criteria have also been met:

- In the case of partial completion, the estimated cost to complete the outstanding work shall be less than 2 % of the estimated cost to construct the whole section or sections.
- In the case of the whole works, the estimated cost to complete the outstanding work shall be less than 2 % of the tendered value of work plus the cost of any variation or extra work orders, but excluding CPA and VAT.
- It must be possible for the Contractor to complete the written list of outstanding items of work within 28 days of the list having been issued to the Contractor."

B1214 CONTRACTOR'S ACTIVITIES IN RESPECT OF PROPERTY OUTSIDE THE ROAD RESERVE AND OF SERVICES MOVED, DAMAGED OR ALTERED

Add the following to the first paragraph of subclause (d)(ii)

"This is also required with respect to fences, gates, camp sites, bypasses and material spoiled on private property."

Add the following to the last paragraph of subclause (d)

"These written statements, as required in Clause 1214(b)-(e) shall be handed to the Engineer before the final certificate will be issued. Failing to obtain these written statements from all landowners and authorities concerned, the period of maintenance will be extended including all conditions related to such an extension, until such time that all these statements are obtained.

The obtaining of any such written statements will not relieve the Contractor of the execution of any of his obligations to the satisfaction of the landowner or authority concerned, and to the approval of the Engineer."

B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal Climatic Conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities as reflected in the programme exceed the number of days listed below for each month, then

abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the provisions of that Clause. The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work.

Month	Expected number of working days to be lost as a result of normal rainfall
January	3
February	3
March	3
April	3
May	2
June	2
July	2
August	2
September	2
October	3
November	3
December	3
TOTAL	31 days

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced.

Should an extension of time be granted by the Engineer, such extension of time will be used to adjust the Due Completion Date or set against any over-provision that may have occurred in the abovementioned schedule.

It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.

B1217 PROTECTION OF THE WORKS AND REQUIREMENTS TO BE MET BEFORE CONSTRUCTION OF NEW WORK ON TOP OF COMPLETED WORK IS COMMENCED

Substitute "during rainstorms" in paragraph (d) with "during rainstorms or seepage of underground water."

B1224 THE HANDING OVER OF THE ROAD RESERVE

Add the following paragraphs:

"In addition to the specified repairs, the Contractor shall also carry out any maintenance work within the road reserve that the Engineer may require during the time for completion of this Contract. Such maintenance shall typically comprise the routine clearing of litter, the clearing and repair of drainage, and any structural damage caused by traffic during the contract period."

B1226 MEASUREMENT OF DEPTH OF TRENCHES AND FOUNDATION EXCAVATIONS

Substitute the last two sentences with the following:

"Where trenches are excavated in accordance with the fill method in the completed or partly completed road prism, the depth of excavation shall be measured and paid for in accordance with the minimum cover as specified on the drawings or as instructed by the Engineer, whichever may be applicable."

B1229 SABS CEMENT SPECIFICATIONS

Add the following to this sub clause:

"Where reference is made in this specification or the standard specifications to the cement specifications, e.g. SABS 471: Portland cement and rapid hardening Portland cement, it shall be replaced with the new specification:

SABS ENV 197-1 "Cement composition, specifications and conformity criteria Part 1: Common cements."

Furthermore, where reference is made in this specification or the standard specification to a different cement type, the following names will apply and the Engineer will confirm the relevant new name from the table below:

Cement Grade	Cement Type	Approximate old product name	New Alpha	New Blue Circle	New NPC	New PPC	New Slag cement
52,5	.1.1.1.1.1 EM 1	Rapid hardening	Rapid Hard	Duracast	Eagle Super	-	-
42,5 R	CEM 1	Rapid hardening	-	-	-	Rapo	-
42,5	CEM 1	OPC *	Portland Cement	Duratech	-	OPC	-
	CEM 1	LASRC	-	-	-	LASRC	-
	CEM II A-S	PC 15SL	-	-	Eagle Plus	-	-
	CEM II B-S	RH30SL	-	-	Eagle Plus	-	-
32,5R	-	-	-	-	-	-	

Cement Grade	Cement Type	Approximate old product name	New Alpha	New Blue Circle	New NPC	New PPC	New Slag cement
32,5	CEM II A-V	PC 15FA	All Purpose Cement	-	-	Sure build	-
	CEM II A-W	PC 15FA	-	-	-	Sure build	-
	CEM II A-L	-	All purpose cement	-	-	Sure build	-
	CEM II B-V or W	PC25FA/PFA C**	-	Structrete	-	Surecrete	-
	CEM III A	PBFC	-	BFC	Eagle Pro	-	PBFC
	CEM IIIA	RHSL	-	-	-	-	RHSL
22,5	MC 22.5X	PFAC ***	Multi purpose cement	Durabuild	-	-	-
	MC22.5 X	PFAC***	-	Buildcrete	-	-	-
12,5	MC 12,5	Walcrete	Mortar Cement	Wallcrete	-	Masonry	-
	MC 12,5	Mortacem	-	-	-	-	-

Notes: * OPC cements previously performed approximately as CEM 1 32,5R products

** PC25FA cements under the old standards achieved lower compressive strengths than the OPC's of the time

*** Some PFAC cements meet the new standard for MC 22,5X. Others required modification before meeting the requirements for MC 22,5X"

B1231 WORKMEN'S COMPENSATION

All labour (excluding the Department of Roads and Public Work's Labour) employed on Site shall be covered by the Workmen's Compensation Act. The Contractor shall pay in full, including the payment of the necessary levies, such amounts as are due in terms of the Act. The manner in which Workmen's Compensation will be handled shall be resolved by the Contractor at the commencement of the Contract.

B1232 ENVIRONMENTAL IMPACT CONTROL

In addition to aspects of the design which are intended to avoid or reduce environmental impact, and to normal good construction practice expected of the Contractor, the following shall be observed:

- (a) No littering by construction workers shall be allowed. A refuse control system must be established for the collection and removal of refuse to the satisfaction of the Engineer.
- (b) Adequate provision must be made for temporary toilet requirements in construction areas. Use of the veld for this purpose shall not, under any circumstances be allowed.
- (c) All rivers must be protected from direct or indirect spillage of pollutants, such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate tailings, wash water, products of abrasive cleaning, organic materials and bituminous products. In the event of spillage, prompt action shall be taken to clear the affected area. In the event of pollution occurring, all affected institutions and landowners shall be informed in writing and their reasonable requirements adhered to. This will include such institutions as DWA, affected Local Councils and DEAT.
- (d) The stream crossings should be regarded sensitive areas and siltation avoided.
- (e) Material required for the construction of temporary works may only be excavated from designated areas. Unauthorised excavations will not be condoned. Any such activity will result in an order to stop work until such time as acceptable repairs have been effected.
- (f) The above restrictions will also apply to spoil areas.
- (g) Any material used in temporary work shall be removed and spoiled in designated areas.
- (h) No tree shall be removed without a written instruction from the Engineer. No tree outside the road reserve shall be removed.

Section C1000: Environmental Management shall be applicable to this Contract.

Except for the items provided in Section C1000 : Environmental Management, no separate payment shall be made for observing these requirements and it is deemed to be included in the bid rates for in the items in the Schedule of Quantities. Any avoidable non-compliance with these rules may be considered sufficient grounds for withholding payment of part of all the amounts to be paid for the above item.

B1235 STRUCTURED TRAINING PROGRAMME

The Contractor shall from the commencement of the contract implement a structured training programme for selected workers in which the various skills required for the execution and completion of the Works are imparted to such workers. The type of courses, the number of trainees and the cost of all training shall be as agreed by the Employer.

The training material for the structured training programme shall, as far as possible, be accredited by the Civil Engineering Industry Training Scheme (CEITS) and be delivered by suitably qualified and accredited trainers.

The Contractor shall be responsible for the provision of everything necessary for the delivery of the training programme, including the following:

- Transport of the selected workers (as necessary)
- Tools, equipment and teaching aids
- Stationary and all other necessary materials

No separate payment will be made for the training venue and everything necessary for the delivery of the training.

All skills-related training shall take place during normal working hours and the Contractor shall make adequate allowance in this programme of work to accommodate the training to be provided.

The Contractor's training programme shall be subject to the approval of the Engineer, and the Contractor shall if so instructed by the Engineer, alter or amend the programme and course content to suit changing conditions on Site and all changes in the Contractor's programme of works.

The Contractor shall keep comprehensive records of the training given to each worker, as well as the nature and number of each task executed by the worker and whenever required shall provide copies of such records to the Engineer. At the successful completion of each course each candidate shall be issued at the Contractor's own cost with a certificate, indicating the course contents, as proof of attendance and completion.

(a) Engineering Skill Training

The Contractor shall implement an Engineering Skills Training Programme for a number of selected workers, who are engaged by the Contractor or subcontractors to participate in the execution of any part of the contract works, which shall include unskilled labour, semi-skilled labour and skilled labour.

The Contractor shall insofar as it is reasonably feasible, taking due cognisance of the nature of the Works to be executed at any given time, use trained workers on those aspects of the Works for which they have been trained.

(b) Generic Training

The Contractor shall implement such generic training, including business skills courses and AIDS awareness training as required by the Employer, for a number of selected workers. The type of training shall be as agreed by the Employer and the Engineer after consultation with the Community Liaison Committee should the training extend to community members.

B1203: EXISTING SERVICES

The Contractor shall provide cost to maintain or protect the existing services, underground and overhead.

Measurement and Payment

Item no.		Unit
B12.03	Relocation and/or protection of existing services	Prov Sum

B1204: CONTRACT NAME BOARD

The Contractor must make allowances for the provision, maintenance, and erection of 1 No. Contract name board, as per the drawing, in his rate tendered for payment item 12.04, Contractor's General Requirements and provisions.

Measurement and Payment

Item no.		Unit
B12.04	Install and maintain One (1) Construction name board	No.

SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL

OBLIGATIONS

B1302: OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS (See Scope of Work C3.4)

The contractor must prepare and submit OHS file which will be audited and approved by an agent of the client. And must adhere to all safety measures according to health and safety and construction regulations.

B13.02 PAYMENT

Item		Unit
B13.02	Preparation of Contractor's Health and Safety Plan/File.	L/sum
B13.03	Contractor's initial obligations in respect of the Occupational Health and Safety and Construction Regulations	L/sum
B13.04	Contractor's time related obligations in respect of the Occupational Health and Safety and Construction Regulations	month
B13.05	Provision of full time Construction Safety Officer	month
B13.06	Provision for Personal Protective Equipment (PPE)	No.

Under this payment item he shall also make allowance for the provision of two labourers to assist the Resident Engineer as and when required for checking and measuring the various items of work."

Add the following after the fourth paragraph:

"Should the combined total tendered for subitems (a), (b), and (c) exceed 20% of the tender sum (excluding CPA, contingencies and VAT), the tenderer shall state his reasons in writing for tendering in this manner."

Add the following at the end of this pay item:

"The amount payable to the Contractor for time related costs arising from extensions of time granted by the Employer, where the Contractor is fairly entitled to such compensation in terms of Clause 45 of the General Conditions of Contract, shall be calculated as follows:

- (i) Account shall be taken of all time-related items scheduled in Section 1300, 1400 and 1500.
- (ii) All pay items for which the unit of measurement is "month" shall be deemed to be based upon an average of 22 working days per month.
- (iii) Payment will be made only for items for which the unit of measurement is "month"

B1303 STRUCTURED TRAINING PROGRAMME

The Contractor shall from the commencement of the contract implement a structured training programme for selected workers in which the various skills required for the execution and completion of the Works are imparted to such workers. The type of courses, the number of trainees and the cost of all training shall be as agreed by the Employer.

The training material for the structured training programme shall, as far as possible, be accredited by the Civil Engineering Industry Training Scheme (CEITS) and be delivered by suitably qualified and accredited trainers.

The Contractor shall be responsible for the provision of everything necessary for the delivery of the training programme, including the following:

- Transport of the selected workers (as necessary)
- Tools, equipment and teaching aids
- Stationary and all other necessary materials

No separate payment will be made for the training venue and everything necessary for the delivery of the training.

All skills-related training shall take place during normal working hours and the Contractor shall make adequate allowance in this programme of work to accommodate the training to be provided.

The Contractor's training programme shall be subject to the approval of the Engineer, and the Contractor shall if so instructed by the Engineer, alter or amend the programme and course content to suit changing conditions on Site and all changes in the Contractor's programme of works.

The Contractor shall keep comprehensive records of the training given to each worker, as well as the nature and number of each task executed by the worker and whenever required shall provide copies of such records to the Engineer. At the successful completion of each course each candidate shall be issued at the Contractor's own cost with a certificate, indicating the course contents, as proof of attendance and completion.

(a) Engineering Skill Training

The Contractor shall implement an Engineering Skills Training Programme for a number of selected workers, who are engaged by the Contractor or subcontractors to participate in the execution of any part of the contract works, which shall include unskilled labour, semi-skilled labour and skilled labour.

The Contractor shall insofar as it is reasonably feasible, taking due cognisance of the nature of the Works to be executed at any given time, use trained workers on those aspects of the Works for which they have been trained.

(b) Generic Training

The Contractor shall implement such generic training, including business skills courses and AIDS awareness training as required by the Employer, for a number of selected workers. The type of training shall be as agreed by the Employer and the Engineer after consultation with the Community Liaison Committee should the training extend to community members.

Add the following pay item:

“Item	Unit
B13.07 Training Programme	

Add the following new subclause:

- (a) Student in Training costs.....Provisional Sum
- (b) Handling costs, profit and charges for the Contractor.....percentage (%)

This item shall provide for the contractor to fulfill the requirements of Training Programme as detailed in B1303”.

Payment shall be effected on monthly basis for the student in training, completion of the proposed training and on issuing of the certificate for accredited by the service provider.

“Item	Unit
B13.07 Labour Training	

Add the following new subclause:

- (a) appointment of CETA accredited Training service provider for the duration of the contract to be approved by the employers agent.....Provisional Sum
- (b) Non Accredited training.....Provisional Sum
- (c) Handling costs, profit and charges for the Contractor.....percentage (%)

SECTION 1400 : HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL

B1408 SERVICES

Add the following:

“The supply of electricity (ESKOM or generated power) and water to the offices and laboratory shall be maintained 24 hours per day. The power supply shall be regulated by a suitable voltage regulator in order to maintain a constant current and voltage level at all times to prevent damage to the office and laboratory equipment and related machinery during power surges. Payment for the voltage regulator shall be deemed to be included in the rates bid for the supply of power.

In the event of damage to the office and laboratory equipment and related machinery because of a faulty voltage regulator, the Contractor shall be liable for payment of all repair or replacement costs of such damaged items, as well as for any consequent damage as a result of such failure. The above-mentioned should be included in the Contractor's tendered rate under this item."

B1406 MEASUREMENT AND PAYMENT

Add the following payment items:

"Item	Unit
B14.11 Cellular telephones	
a) Provision of cellular telephones	Prov. Sum
b) Cost of calls in connection with contract administration	PC. Sum
c) Handling costs, profit and charges in respect of sub items B14.11 (a)(b)	percentage (%)

The unit of measurement shall be the Provisional Sum for the cellular telephone provided on the Engineer's instructions.

The tendered rate shall include compensation for the providing and maintaining of the cellular telephones as well as unexpended portion at the end of the contract. The cellular telephones shall remain the property of the Municipality.

"Item	Unit
B14.12 Fax/Copy Machine	
a) Provision of fax/copy machine	number (No.)
b) Cost of calls in connection with contract administration prime cost	(PC) sum
c) Handling costs and profit in respect of subitems B14.12(a)(b)	percentage (%)

The unit of measurement shall be the number of fax/copy machines provided on the Engineer's instructions.

The tendered rate shall include compensation for the providing and maintaining of the fax machine as well as unexpended portion at the end of the contract. The fax machine shall remain the property of the Contractor.

The prime cost item will be paid for in accordance with the provisions of the general conditions of contract."

SECTION 1500 : ACCOMMODATION OF TRAFFIC

B1501 SCOPE

Add the following:

"This section also covers the provision of additional information signs for motorists and releasing any notices to the media and public."

GENERAL REQUIREMENTS**(f) Approval of temporary deviations**

Add the following:

"If, after any temporary deviation has been constructed, any changes are considered necessary or desirable, the proposal shall be submitted to the Engineer for his approval."

(i) Traffic Safety Officer

Add the following after the second paragraph:

"The Contractor shall submit a CV of the candidate to the Engineer for approval before the Traffic Safety Officer is appointed. The Traffic Safety Officer shall be made available to discuss road safety and traffic accommodation matters whenever required by the Engineer."

Add the following subclauses:

- (ix) "Ensure that all obstructions, soil and gravel heaps, related to the Contractors activities be removed before nightfall where applicable and instructed by the Engineer and that the roads are safe for night traffic."
- (x) "The Traffic Safety Officer shall, in addition to the duties listed in paragraph 1502 (i), also be responsible for removal of broken down vehicles off the roadway and implementing actions requested by the traffic authorities with regard to the work to be carried out, be responsible for the erection and maintenance of all traffic signs necessary for the accommodation of traffic."

(j) Handing over site (Additional subclause)

The entire road reserve within the construction limits will be handed over to the Contractor on commencement of the Contract. The Contractor will then be responsible for the accommodation of traffic, and maintenance of the existing roadway used by the public, from the date of handing over to the issue of the Certificate of Completion.

(k) General requirements (Additional subclause)**(i) Liaison with traffic authorities**

The Contractor shall liaise closely with the Engineer and shall keep the provincial traffic police fully informed with regard to any changes in the accommodation of traffic planned by the Contractor due to construction activities.

(ii) Use of the road by the public

In all dealings with the public the Contractor shall bear in mind the public's right to enjoy the use of the road, and the Employer's desire to interfere as little as possible with this right. At all points of contact with the public, the Contractor shall deal with deliberate courtesy and understanding in any discussions or disputes.

(iii) Failure to comply with provisions for the accommodation of traffic

The failure or refusal of the Contractor to provide barricades or traffic signs at the proper time, or to take the necessary precautions for the safety and convenience of public traffic as specified or instructed by the Engineer, shall be sufficient cause for the suspension of all work under this Contract without any additional compensation to the Contractor until the required accommodation of traffic has been completed to the satisfaction of the Engineer. The above shall be sufficient cause for the Engineer to deduct penalties as follows:

B1503 TEMPORARY TRAFFIC-CONTROL FACILITIES

Replace the first sentence of the first paragraph with the following:

“The Contractor shall provide, erect and maintain the necessary traffic-control devices, road signs, channelization devices and warning devices (hereinafter referred to as traffic-control devices) in accordance with these special provisions and as shown in the South African Road Traffic Signs Manual in conjunction with the latest edition of Road Signs Note No. 13 Roadworks, and remove them when no longer required. **It shall be incumbent upon the Contractor to see to it that the above-mentioned traffic-control devices are present where required at all times and are functioning properly, and he shall replace any that have been damaged, lost, stolen or obliterated at his own cost.**”

B1503(b) Road signs and barricades

(e) Warning devices

Add the following:

“All construction vehicles and plant used on the works, including vehicles and plant operated by subcontractors and/or suppliers, shall be equipped with rotating amber flashing lights and warning boards as specified. All vehicles and plant shall obtain a clearance permit from the Engineer before being allowed onto the Site.

Rotating lights shall have an amber lens of minimum height of 200 mm and shall be mounted to ensure clear visibility from all directions. The lights on construction vehicles shall not be switched on while vehicles are being operated on unrestricted sections of a public road, but shall be switched on while construction vehicles are operating within the accommodation of traffic area, as the vehicles decelerate to enter a construction area, and as the vehicles accelerate to the general speed when entering the road from a construction area. Lights on plant shall operate continuously while the plant is working alongside sections of road open to public traffic.

All LDV's and cars operating on Site shall also be equipped with rotating amber flashing lights which shall be placed so as to be clearly visible and operated continuously while the vehicles is manoeuvring in or out of traffic or is travelling or parked alongside roads open to public traffic.

Rotating lights and the "Construction Vehicle" signs on the Contractor's vehicles and plant shall not be paid for separately but shall be included in the rates covering the use of the vehicles.

The Contractor shall apply and maintain lights together with temporary mounting brackets, to the approval of the Engineer. Vehicles and plant that do not comply with these requirements shall be removed from the Site.

The Contractor shall ensure that all his personnel, excluding those who are permanently office bound, are equipped with reflective safety jackets and that these are worn at all times when working on or near to the travelled way. Any person found not wearing a reflective jacket under these circumstances shall be removed from the Site until such time as he is in possession of and wearing a reflective jacket. Reflective safety jackets shall be kept in good condition and any jackets that are, in the opinion of the Engineer, ineffective shall be immediately replaced by the Contractor.”

(n) Safety jackets (Additional subclause)

“The Contractor will be responsible to ensure that all construction workers, staff of the Engineer and visitors shall wear safety jackets when moving around on Site. The jackets shall be of an approved type, orange in colour and shall be to the approval of the Engineer.”

B1510 ACCOMMODATION OF TRAFFIC WHERE THE ROAD IS CONSTRUCTED IN HALF-WIDTHS

Where the work on the road surface is undertaken for rehabilitation/maintenance of the pavement, such work shall be carried out in areas as indicated on the drawings.

During construction, when work is in progress on one portion of the carriageway and shoulder of the road, the other portion of the road shall remain open at all times to allow for safe one-way traffic flow.

The speed of vehicles alongside actual construction areas must be limited to a maximum of 40 km/h. STOP/GO signs and flagmen shall be employed at the points where construction traffic enter the working area thus creating a potential danger situation for public traffic.

Add the following paragraph after the fourth paragraph:

“The Contractor shall, after completing construction of one half-width of a section, continue with the immediate adjacent section in order to complete full construction as soon as possible.”

Add the following to the fourth paragraph:

“No work on any section of the Works shall commence without prior written consent of the Engineer.”

Delete the last paragraph and add the following:

“The bid rate shall include full compensation for providing all plant, equipment, tools, transport, labour, supervision, cleaning of the trafficked lane, and other incidentals for the proper and safe handling of traffic and shall include full compensation for all additional costs and work resulting from constructing the road in half-widths.”

B1517 MEASUREMENT AND PAYMENT

Item	Unit
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B15.03(n) Safety Jackets(additional payment item)	Number (No)
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“Contractor to supply his staff as well as the Engineer’s Representative and laboratory staff with safety jackets.”

Item	Unit
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B15.12	Temporary culverts	Metre (m)
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Add the following after the last sentence : “No payment will be made for temporary stockpiling or stacking of culverts, except if otherwise approved by the Engineer.”

SECTION 1600 : OVERHAUL

B1602 DEFINITIONS

(a) Overhaul material

Add the following:

“Material from commercial sources or from sources of which the locating thereof is the Contractor’s responsibility shall not be classified as overhaul material.”

SECTION 1700 : CLEARING AND GRUBBING

B1703 EXECUTION OF THE WORK

(a) Areas to be cleared and grubbed

Delete “and the time when it shall be done” in the third paragraph.

(b) Cutting of trees

Substitute “above the carriageway” in the first paragraph with “above the carriageway and a 2 m side clearance, measured from the shoulder breaking point.”

(d) Re-clearing of vegetation

Add the following:

“The Contractor shall program his work in such a manner that re-clearing will not be necessary.”

B1704 MEASUREMENT AND PAYMENT

Item	Unit
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B17.01	Clearing and grubbing also in areas where there are boulders	hectare (ha)
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Add the following to the measurement and payment paragraphs

“Clearing and grubbing for the construction of camp sites shall not be measured separately. Payment shall be regarded as included in the rates bid for the applicable items.”

SECTION B1800: DAYWORK

Add the following section to Series 1000: General, of the Standard Specifications:

“Section B1800 : Daywork”

CONTENTS

- B1801 SCOPE
- B1802 GENERAL REQUIREMENTS
- B1803 MEASUREMENT AND PAYMENT

B1801 SCOPE

This section covers the listing of daywork items in accordance with the General Conditions of Contract, clause 40, for the use in determining payment for work which cannot be quantified in specific units in the Schedule of Quantities, or work ordered by the Engineer during the construction period which was not foreseen at bid stage and for which no applicable rates exist in the Schedule of Quantities.

B1802 GENERAL REQUIREMENTS

No daywork shall be undertaken unless written authorisation has been obtained from the Engineer.

Work will be classified as daywork only if the Engineer considers no other rate in the Schedule of Quantities appropriate for payment purposes.

An instruction regarding all work to be carried out under daywork in terms of clause 40(3) of the General Conditions of Contract will be issued at the discretion of the Engineer. Some or all of the items priced under daywork in the Schedule of Quantities may possibly not be required for this contract.

Before ordering any material, the Contractor shall submit quotations to the Engineer for his approval, and shall submit such receipts or vouchers to the Engineer as may be necessary for proving the amount claimed.

B1803 MEASUREMENT AND PAYMENT

Item **Unit**

B18.01 Personnel during normal working hours

- (a) Unskilled labour hour (h)
- (b) Semi-skilled labour hour (h)
- (c) Skilled labour hour (h)
- (d) Ganger hour (h)
- (e) Foreman hour (h)
- (f) Percentage on cost on subtotal for subitems (a), (b), (c) (d) and (e) Percentage (%)

The daywork rates for subitems (a) to (e) submitted in the Schedule of Quantities shall be the cost of personnel for each skill level and shall apply only to the number of workers approved in writing by the Engineer.

The bid percentage for subitem (f) shall include full compensation for overhead charges, profit, liabilities, obligations, site supervision, the use of hand tools, appliances, equipment and for consumable stores. The bid rates shall be subject to the CPA factor as laid down in the General Conditions of Contract.

Item **Unit**

B18.02 Personnel outside normal working hours

- (a) Outside normal working hours and Saturdays
 - (i) Unskilled labour hour (h)
 - (ii) Semi-skilled labour hour (h)
 - (iii) Skilled labour hour (h)
 - (iv) Ganger hour (h)
 - (v) Foreman hour (h)
 - (vi) Percentage on cost on subtotal for subitems (i) to (v) Percentage (%)

The daywork rates for subitems (i) to (v) submitted in the Schedule of Quantities shall be the cost of personnel for each skill level and shall apply only to the number of workers approved in writing by the Engineer.

The bid percentage for subitem (vi) shall include full compensation for overhead charges, profit, liabilities, obligations, site supervision, the use of hand tools, appliances, equipment and for consumable stores. The bid rates shall be subject to the CPA factor as laid down in the General Conditions of Contract.

- (b) Sundays and public holidays
 - (i) Unskilled labour hour (h)

- (ii) Semi-skilled labour hour (h)
- (iii) Skilled labour hour (h)
- (iv) Ganger hour (h)
- (v) Foreman hour (h)
- (vi) Percentage on cost on subtotal for subitems (i) to (v) Percentage (%)

The daywork rates for subitems (i) to (v) submitted in the Schedule of Quantities shall be the cost of personnel for each skill level and shall apply only to the number of workers approved in writing by the Engineer.

The bid percentage for subitem (vi) shall include full compensation for overhead charges, profit, liabilities, obligations, site supervision, the use of hand tools, appliances, equipment and for consumable stores. The bid rates shall be subject to the CPA factor as laid down in the General Conditions of Contract.

Item	Unit
B18.03	
Plant, equipment and vehicles	
(a) Specify	hour (h)
(b) Percentage on cost on subtotal for subitem (a)	Percentage (%)

The daywork rates submitted for vehicles, constructional plant and equipment, subitem (a), in the Schedule of Quantities shall be a hire charge for the use of the vehicle and driver or constructional Plant/Equipment and Operator (VAT excluded) and shall apply only to vehicles, constructional Plant and Equipment approved in writing by the Engineer. The rate shall include for maintenance, operative costs, establishment, insurance and other contingency costs relating to the running of the vehicle, Plant or Equipment.

Where there is ambiguity between the power developed at the flywheel and mass of a machine, the power shall govern the measurement category.

The Contractor and the Engineer will agree on the method of recording the working hours prior to the commencement of the Work. Any long period of idling at any one time which in the opinion of the Engineer or his Representative is beyond that required for normal operating conditions will not be paid for as working time. Non-working hours for any reason shall not be measured for payment.

The bid percentage for subitem (b) shall include full compensation for all administrative costs, supervision, overheads liabilities and obligations related to the running of the vehicles, constructional Plant and Equipment. The bid percentage shall also include for profit and shall be subject to the Contract Price Adjustment Factor as laid down in the General Conditions of Contract.

Item	Unit
B18.04	
Materials	
(a) Procurement of materials	Provisional (Prov.) Sum
(b) Percentage on nett cost of materials	Percentage (%)

The prices for materials (excluding VAT) shall be based on the documented proof submitted to the Engineer as specified in clause B1802 and expenditure shall be made in accordance with the General Conditions of Contract. The prices shall not be subject to the Contract Price Adjustment Factor.

The bid percentage as an on-cost on the nett cost price of materials shall include full compensation for handling, overheads, profit, liabilities, obligations, risks, incidents and other on-cost for the supply, delivery and distribution of materials for dayworks.

Item	Unit
B18.05	Transport
(a) LDV	kilometre (km)
(b) Flatbed truck (5 ton)	kilometre (km)
(c) Low-bed trailer with mechanical horse	kilometre (km)

The unit of measurement for item B18.05 shall be the kilometre distance that the vehicle travelled for transporting personnel and/or plant. All travelling shall be approved by the Engineer.

The bid rate for item B18.05 shall include full compensation for the cost of the vehicle and driver including fuel, maintenance, depreciation, insurance and running costs.

The above-mentioned bid rates shall be full compensation for the various items as specified and no further profit or handling charges shall be paid.

SECTION 2100 : DRAINS

B21.01 MEASUREMENT AND PAYMENT

Insert the following:

“Payment for drains drainage systems will be in accordance with the neat dimensions as indicated on the drawings, which implies that no payment will be made for any over break or any additional cost as a result of such over break.”

B2102 OPEN DRAINS

Substitute "90 % of modified AASHTO density" in the second paragraph of 2102(c) with "90 % of modified AASHTO density (100 % for non-plastic sand with up to 20 % passing through the 0,075 mm sieve and 95 % for non-plastic sand with more than 20 % passing through the 0,075 mm sieve)".

B2107 MEASUREMENT AND PAYMENT

Item	Unit
B21.01 Excavation for open drains.....	cubic metre (m ³)

Add the following to the penultimate paragraph:

“The tendered rate shall also include full compensation for trimming the open drains. Only those drains designated by the Engineer for excavation will be measured. The above rate will be deemed inclusive where normal and heavy blading or light and heavy road bed preparation are specified in section 3400, and will not be measured separately.”

Add the following item:

"Item	Unit
B21.20	Clearing and shaping mitre drains
	(a) Existing mitre drains meter (m)
	(b) Newly constructed mitre drains meter (m)

The unit of measurement shall be the linear meter of mitre drain opened up and shaped, measured from the outside of the roadside drain to the approved extremity of the mitre drain. Only those mitre drains designated by the Engineer for clearing and shaping will be measured."

SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWN-PIPES, AND CONCRETE LININGS FOR OPEN DRAINS

B2302 MATERIALS

(d) Bedding material

Substitute 2302(d) with the following:

"Backing and bedding material for concrete channels shall be in accordance with the details as shown on the drawings."

B2304 CONSTRUCTION

(a) Excavation and preparation of bedding

Amend the heading of (a)(i) as follows:

"(i) Kerbs and channels and edge beams."

Substitute "a layer of approved bedding material" in 2304(a)(i) with "bedding material in accordance with the provisions of B2302(d)".

Substitute "93 % of modified AASHTO density" in the second, third and fourth paragraphs of 2302(a)(ii) with "93 % (100 % for non-plastic sand with up to 20 % passing through the 0,075 mm sieve and 95 % for non-plastic sand with more than 20 % passing through the 0,075 mm sieve) of modified AASHTO density".

B2307 MEASUREMENT AND PAYMENT

Item Unit

B23.07 Trimming of excavations for concrete-lined open drains square metre (m²)

Add the following:

"The bid rate shall also include for the compaction of the in situ material underlying the concrete lining to 90 % (100 % for non-plastic sand with up to 20 % passing through the 0,075 mm sieve and 95 % for non-plastic sand with more than 20 % passing through the 0,075 mm sieve) of modified AASHTO density."

Item Unit

B23.08 Concrete lining for open drains

Add the following:

“The bid rate shall include all extra over from item 21.01 in the Bill of Quantities for excavation and spoil required to accommodate the concrete lining.”

B23.10 Sealed joints in concrete linings of open joints

Add the following:

“(b) The bid rate shall include full compensation for the supply and all materials and for all labour, formwork and incidentals necessary for constructing the joint as shown on the drawings.”

SECTION 3100 : BORROW MATERIALS

B3108 MEASUREMENT AND PAYMENT

Change to the following:

“The tendered rate for all construction material used shall include full compensation for all additional cost associated with procuring, handling, transporting and stockpiling from commercial sources, unless otherwise indicated.”

SECTION 3300: MASS EARTHWORKS

B3303 CLASSIFICATION OF CUT AND BORROW EXCAVATION

All material excavated from the existing road prism including subgrade, subbase, base and shoulders shall be classified as soft material. No additional payment will be made for other classes of material excavated from the road prism. Bid rate should also include finishing-off of cut and fill slopes.”

B3305 TREATING OF ROADBED

(a) Removing unsuitable material

Add the following to this clause:

“The material to be removed also includes unsuitable material from repairs of failed areas as directed by the Engineer.”

B3312 MEASUREMENT AND PAYMENT

Item Unit

Change to the following:

B33.01 Cut and borrow to fill including free-haul up to 1km:

- (a) Gravel material (min. G5) in compacted layer thickness of 200mm or less:
- (ii) Compacted to 93% of modified AASTHO density Cubic metres (m³)
- (c) Rock fill (as specified in subclause 3209(c)) Cubic metres (m³)

SECTION 5100: PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION

B5108 MEASUREMENT AND PAYMENT

Item Unit

Change to the following:

B51.01 (b) Concrete stone pitching with stones from the riverbed: Square metre (m²)

Add the following:

"The bid rate for shall also include full compensation for procuring as specified, and for laying it as indicated on the drawings and a standard specifications."

B51.02 Riprap: Cubic metre (m³)

Add the following:

"The bid rate shall include full compensation for procuring and furnishing the granular filter material and riprap as specified, from commercial sources, and for laying it as indicated on the drawings."

SECTION 5200: GABIONS

B5202 MATERIALS

(f) Filter fabric below the gabions

Replace "sub-subclause 2104(a)(iii) for grade 3 filter fabric" in the first sentence with "geotextile fabric grade 1 as specified below."

Add the following:

"(g) Composition and manufacturing

The synthetic-fibre filter fabric, or geotextile, shall be manufactured from a synthetic polymer processed into a permeable, homogeneous sheet. Geotextile of non-woven construction is preferred, and woven geotextiles will be considered only if published data can be provided which show the satisfactory long-term performance of these geotextiles in an environment similar to that in which they are to be used.

On account of the temperature and moisture susceptibility of polyamide, this synthetic product is not considered acceptable.

2) Classification

The geotextile is classified according to the mechanical properties thereof, viz. its penetration load, puncture resistance and the minimum water-percolation rate as measured in the permeability test. The table below gives the values for the properties of Grade 1 geotextile.

Table B5202/2 : Grade 1 Geotextile Properties

PROPERTY	GRADE 1	TEST METHOD
Penetration Load (minimum), N	3800	3.5 of SABS 0221 – 1988
Puncture Resistance (maximum), mm	14	Clause 8114
Water Percolation (minimum), ℓ/m ² /s	20	3.7 of SABS 0221 – 1988

Mass per unit area (minimum), g/m ²	320	3.4 of SABS 0221 - 1988
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NOTES: The standard atmosphere for testing and the preconditioning atmosphere for all geotextile tests (SABS tests and others) shall have a relative humidity falling within the range of 0 to 80 per cent and a temperature within the range of 15 °C to 35 °C.

The resistance of a geotextile to puncture is the average diameter of the hole formed when a 45° cone with a mass of 1 kg is dropped through 500 mm onto the geotextile fixed in the holding device.

3) Durability

A geotextile is required to comply with the following specification:

- Resistance to chemical attack

The geotextile shall withstand the level of aggressiveness of the soil and ground water given below without significant loss of its strength and hydraulic properties during its design life of 25 years:

Soil and ground water with a pH in the range of 4 to 12 (pH to be determined by Method A20, TMH1, 1986).

Soil (as paste) and ground water containing salts with a conductance of up to 1,0 S/m (conductivity to be determined by Method A21T, TMH1, 1986).

- Resistance to ultra-violet light

The geotextile shall maintain at least 80% of its original strength after direct exposure to sunlight of 1 500 hours.

- Resistance to rot

The geotextile shall be entirely rot-proof and shall not support the growth of algae.

4) Geotextile evaluation

Geotextiles, other than non-woven needle-punched material, will be considered only if actual field performance data for geotextiles which have been in use in river protection works for 15 years or longer can be supplied.

5) Selection

The Contractor shall, at least 45 days before the installation of the geotextile, submit to the Engineer samples of the grade 1 geotextile(s) he proposes to use so that the Engineer may test the geotextile and confirm the use thereof if he is satisfied that it meets the specified requirements.

No extra payment shall be made for providing the samples for testing."

SECTION 5600: ROAD SIGNS

B5602 MATERIALS

(a) Structural steel

Substitute "Where specified, all structural steel" in the second paragraph with "All structural steel".

(c) Steel plate and steel profiles

i) Steel plate

Substitute "1,40 mm" in the first paragraph with "1,20 mm".

(e) **Aluminium**

Substitute "2,0 mm" in the last paragraph with "1,6 mm".

B5606 ERECTING ROAD SIGNS

(b) **Excavation and backfilling**

- *Add the following :*

"A 50mm thick permeable drainage layer shall be placed below concrete or soil-cement backfill for timber posts. No additional payment will be made and the cost thereof shall be deemed to be included in the bid rates"

B5609 MEASUREMENT AND PAYMENT

Item Unit

B56.05 Excavation and backfilling for road sign supports (not applicable to kilometre posts) cubic metre (m³)

Substitute "not in concrete" in the first paragraph with "not in concrete or a soil/cement mixture".

Item Unit

B56.08 Danger plates (Class indicated) (Additional item)

(a) at culvert Number (No)

Danger/chevron plates will be paid for as indicated in the Bill of Quantities under item B56.10.

SECTION 5900: FINISHING THE ROAD RESERVE AND TREATING OLD ROADS

B5904 MEASUREMENT AND PAYMENT

Item Unit

B59.01 Finishing the road and road reserve: kilometre (km)

Add the following:

"Bid rate should include shaping the existing gravel side drains to tie-in with the newly constructed cast in situ concrete V-drains."

SECTION 6300: STEEL REINFORCEMENT FOR STRUCTURES

B6302 MATERIALS

(a) **Materials**

Add the following:

"The type of steel is as follows:

R - Hot rolled mild steel round bars with a characteristic yield stress of 250 MPa.

Y - Hot rolled high yield stress deformed bars with a characteristic yield stress of 450 MPa."

Replace "R, Y or Z" in the last paragraph with "R or Y".

SECTION 6400: CONCRETE FOR STRUCTURES

B6401 SCOPE

Add the following:

"Contractor to purchase COLTO: Standard Specifications of Road and Bridge Works as previously indicated. Contractor to adhere to the specifications unless otherwise instructed to by the Engineer."

B6402 MATERIAL

(a) Cement

Replace the last paragraph with the following:

"The use of a 50/50 mix of Portland cement and milled granulated blast-furnace slag in concrete units will only be allowed if there is a sufficient cost benefit to the client and if authorised in writing by the Engineer."

B6414 QUALITY OF MATERIALS AND WORKMANSHIP

Add the following to sub-clause (a):

"Judgement Plan B of Section 8200 shall be used."

B6416 MEASUREMENT AND PAYMENT

	Item	Unit
B22.28	Demolish existing structure (<i>Added from Section 2200</i>)	Number (No.)
B22.07	Cast in situ concrete and formwork (<i>Added from Section 2200</i>)	Cubic metre (m ³)
B22.05	Portal and rectangular culvert (<i>Added from Section 2200</i>)	Metre (m)
B53.01.28	Guide blocks (<i>Added from Section 5300</i>)	Number (No.)
B38.03	Milling out cemented crushed stone (<i>Added from Section 3800</i>)	Cubic metre (m ³)

SECTION 8100: TESTING WORKMANSHIP AND MATERIALS

B8102 PROCESS CONTROL BY THE CONTRACTOR

For the purpose of this Contract process or quality control by the Contractor comprises at least the following:

Soil Tests:

Field densities, maximum dry density and optimum moisture content determinations, CBR, UCS, indicator tests (grading and PI), moisture contents, solid densities and chemical tests relating to stabilising agent contents;

Aggregate tests:

Grading, flakiness index, average least dimension (ALD), ACV, 10 % FACT;

Concrete tests:

Slump and cube crushing strengths

C3.2.2 (OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993) HEALTH AND
SAFETY SPECIFICATION

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OHSА (OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993) HEALTH AND SAFETY
SPECIFICATION

1. SCOPE

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

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2003, and all other safety codes and specifications referred to in the said Construction Regulations.

This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2003, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

2. DEFINITIONS

For the purpose of this contract the following shall apply:

- (a) "**Employer**" where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as "**client**" as defined in the Construction Regulations 2003. "**Employer**" and "**client**" is therefore interchangeable and shall be read in the context of the relevant document.
- (b) "**Contractor**", wherever used in the contract documents and in this specification, shall have the same meaning as "**Contractor**" as defined in the General Conditions of Contract.

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

- (c) "**Mandatory**", wherever used in the contract, includes an agent, a contractor or a subcontractor for work, but without derogating from his status in his own right as an Employer or user. For the purpose of this contract the **Contractor** will, in terms of the agreement contemplated in Section 37(2) of OHSА 1993, be the mandatory, responsible to comply with all provisions of OHSА 1993 and the Construction Regulations 2003.

- (d) "**Employer's Agent**" where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

3. TENDERS

The Contractor shall submit the following with his tender:

- (a) a documented Health and Safety Plan as stipulated in Regulation 5 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2003, the

OHSAct, Clients Health and Safety Specifications and will be subject to approval by the Employer; The Health and Safety Plan must clearly states the policy of the company concerning the protection of the Health and Safety of his employees at work, the scope of the project and the review of the Health and Safety Plan.

- (b) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2003;
- (c) a declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.
- (d) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations and the OHS Act.

4. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

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

The notification must be done in the form of the pro forma included as Annexure A in the Construction Regulations (a copy is attached to this safety specification as Annexure 3)

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

5. RISK ASSESSMENT

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person appointed in writing and the risk assessment shall form part of the health and safety plan to be applied on the site. (*Refer Regulation 7 of the Construction Regulations 2003*).

The risk assessment shall identify(all loss exposures), evaluate(the risk in each exposure) , develop(plan), implement(plan) and monitor the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

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

6. APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

6.1 Health and Safety plan

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan. To this end the Employer, or the Engineer or Agent on his behalf, will, in terms of Regulations 4(1)(d) and 5(3)(c), carry out audits on a regular basis to ensure that the Contractor as well as any subcontractors in his employ, do implement the Contractor's Safety Plan as well as the Employer's Safety Specifications in accordance with the Construction Regulations.

6.2 Health and safety induction training

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work and ensure that all employees are informed regarding all hazards as stipulated in the risk assessment. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site. The Employer or the Engineer on his behalf, will carry out audits from time to time to ensure compliance by the Contractor.

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

7. APPOINTMENT OF SAFETY PERSONNEL

7.1 Construction Supervisor

The Contractor shall appoint a full-time **Construction Supervisor** with the duty of supervising the performance of the construction work. *[Refer Regulation 6(1)].*

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

7.2 Construction safety officer

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time **Construction Safety Officer** if so decided by the Inspector of the Department of Labour. The Safety Officer shall have the necessary competence and resources to perform his duties diligently. *[Refer Regulation 6(2)]*

Provision will be made in the schedule of quantities to cover the cost of a dedicated construction safety officer appointed after award of the contract if so ordered by the Engineer.

7.3 **Health and safety representatives**

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

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

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

7.4 **Health and safety committee**

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

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

7.5 **Competent persons**

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

- (a) Risk assessment and induction training as described in Regulation 7 of the Construction Regulations;
- (b) Fall protection as described in Regulation 8;
- (c) Formwork and support work as described in Regulation 10;
- (d) Excavation work as described in Regulation 11;
- (e) Demolition work as described in Regulation 12;
- (f) Scaffolding work as described in Regulation 14;

- (g) Suspended platform operations as described in Regulation 15;
- (h) Batch plant operations as described in Regulation 18;
- (i) Explosive powered tools in Regulation 19
- (j) Construction vehicle and mobile plant inspections on a daily basis by a competent person as described in Regulation 21(1);
- (k) Control of all temporary electrical installations on the construction site as described in Regulation 22.
- (l) Stacking and storage on construction sites as described in Regulation 26; and
- (m) Inspections of fire equipment as described in Regulation 27.
- (n) Use and temporary storage of flammable liquids on construction sites in Regulation 23.
- (o) Water Environments in Regulation 24.

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

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

8. RECORDS AND REGISTERS

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

- (a) A copy of the OHSA(Occupational Health and Safety Act) No 85 of 1993 and Construction Regulations 2003 in order for Health and Safety Representatives and other employees to study (GAR 3) General Administrative Regulations.
- (b) A copy of the Client's Health and Safety Specification;
- (c) A copy of the Contractor's Health and Safety Plan (Regulation 4);
- (d) A copy of the Notification of Construction Work (Regulation 3);
- (e) A health and safety file in terms of Regulation 5(7) with inputs by the Construction Safety Officer [Regulation 6(7)];
- (f) A copy of the risk assessment described in Regulation 7;
- (g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 8;
- (h) Drawings pertaining to the design of structures [Regulation 9(3)] and formwork and support work structures [Regulation 10(d)];
- (i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site [Regulation 11(3)(h)];
- (j) A copy of the certificate of the system design for suspended platforms [Regulation 15(3)];
- (k) Suspended platforms must be registered and inspection and performance test must be recorded and kept on site [Regulation 15 (11).
- (l) Medical Certificates of fitness must be recorded [Regulation 15(12)(a)
- (m) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists [Regulation 7(5)].
- (n) Maintenance records of material hoists and inspection/examination results must be kept in a record book to be kept on site [Regulation 17(8)];

- (o) A record of any repairs to or maintenance of a batch plant must be kept on site [Regulation 18(9)];
- (p) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used [Regulation 19(2)];
- (q) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant [Regulation 21(1)(j)].
- (r) Electrical equipment checked and register kept [Regulation 22(d)]
- (s) Health and Safety Representatives Reports and endorsed by the supervisor must be kept on site [GAR 4.]
- (t) Health and Safety Committee minutes available and endorsed to be on site [GAR 4(a, b, c)].
- (u) Recording of accidents and incidents [GAR 8 (1)(2)]

9. CONTRACTOR'S RESPONSIBILITIES

For this contract the Contractor will be the mandatary of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor, as Employer in his own right in respect of the contract, will be responsible for all the duties and obligations of an Employer as set out in the Act (OHSA 1993) and the Construction Regulations 2003.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatary (Employer) for the contract under consideration. A pro forma agreement is attached to this specification as Annexure 2. The pro forma agreement form must be signed by the contractor and returned to the Employer (client) before commencement of work.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2003, and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations. Safety reminders in the form of a checklist of some of the more important aspects of safety as related to personnel on site, must be displayed at a prominent position at the site (see Annexure 1: Safety on the Site of Works).

- (a) Contractor's position in relation to the Employer (Client) (Regulation 4)

Section 4 of the Regulations by implication requires that the Contractor shall at all times liaise closely with the Employer, or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

- (b) The Principal Contractor and Contractor (Regulation 5)

The Contractor for the contract under consideration is the equivalent of "Principal Contractor" as defined in Regulation 2(b) of the Construction Regulations, and he shall comply with all the provisions of Regulation 5.

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

Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2003.

(c) Supervision of construction work (Regulation 6)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 6 and as set out in paragraph 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 6.

(d) Risk assessment (Regulation 7)

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work, and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

(e) Fall protection (Regulation 8)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

(f) Structures (Regulation 9)

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

In addition the Contractor shall comply with all aspects of Regulation 9 of the Construction Regulations.

(g) Formwork and support work (Regulation 10)

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

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

The provisions of Regulation 10 of the Construction Regulations shall be followed in every detail.

(h) Excavation work (Regulation 11)

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

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 11 of the Construction Regulations.

(i) Demolition work (Regulation 12)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 12 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor, does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

The Contractor's attention is especially drawn to subsections (9) and (10) of Regulation 12, which read as follows:

"(9) Where the risk assessment indicates the presence of asbestos, the Contractor shall ensure that all asbestos-related work is conducted in accordance with the provisions of the 'Asbestos Regulations' promulgated by Government Notice R.155 of 10 February 2002, as amended.

(10) Where the risk assessment indicates the presence of lead, the Contractor shall ensure that all lead-related work is conducted in accordance with the provisions of the Lead Regulations' promulgated by Government Notice R.236 of 28 February 2002, as amended."

(j) Tunnelling (Regulation 13)

The Contractor shall comply with Regulation 13 wherever tunnelling of any kind is involved.

(k) Scaffolding (Regulation 14)

The Contractor shall ensure that all the provisions of Regulation 14 of the Construction Regulations are complied with. [Note : Reference in the Regulations to "Section 44 of the Act" should read "Section 43 of the Act"]

(l) Suspended platforms (Regulation 15)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all work related to suspended platforms are done in accordance with Regulation 15 of the Construction Regulations.

(m) Boatswain's chairs (Regulation 16)

Where boatswain's chairs are required on the construction site, the Contractor shall comply with Regulation 16.

(n) Material Hoists (Regulation 17)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 17 to the letter.

(o) Batch plants (Regulation 18)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 18. The Contractor shall ensure that the General Safety Regulations (Government Notice R1031 of 30 May 1986), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

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

(p) Explosive powered tools (Regulation 19)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 19 are complied with.

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

(q) Cranes (Regulation 20)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

(r) Construction vehicles and mobile plant (Regulation 21)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 21.

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

(s) Electrical installation and machinery on construction sites (Regulation 22)

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

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 22.

(t) Use of temporary storage of flammable liquids on construction sites (Regulation 23)

The Contractor shall comply with the provisions of the General Safety Regulations (Government Notice R1031 of 30 May 1986) and all the provisions of Regulation 23 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(u) Water environments (Regulation 24)

Where construction work is done over or in close proximity to water, the provisions of Regulation 24 shall apply.

(v) Housekeeping on Construction sites (Regulation 25)

Housekeeping on all construction sites shall be in accordance with the provisions of the environmental Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 25 of the Construction Regulations.

(w) Stacking and storage on construction sites (Regulation 26)

The provisions for the stacking of articles contained in the General Safety Regulations (Government Notice R1031 of 30 May 1986) as well as all the provisions of Regulation 26 of the Construction Regulations shall apply.

(x) Fire precautions on construction sites (Regulation 27)

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

In addition the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 27 of the Construction Regulations.

(y) Construction welfare facilities (Regulation 28)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (Government Notice R1593 of 12 August 1988) and the provisions of Regulation 28 of the Construction Regulations.

(z) Non-compliance with the Construction Regulations 2003

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

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

Should the Contractor fail to comply with the provisions of the Regulations 3 to 28 as listed in Regulation 30, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 30.

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

10 MEASUREMENT AND PAYMENT

10.1 Principles

It is a condition of this contract that tenderers shall make provision in their tenders for the cost of all health and safety measures during the construction process. Special reference is made to the following:

(a) Safety personnel

All safety personnel and competent persons referred to in clauses 7.1 to 7.5 will normally be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

However provision will be made in the schedule of quantities for payment under the contract for a Construction Supervisor in terms of Clause 7.1 and for a dedicated Construction Safety Officer in terms of Clause 7.2 on the instruction of the Inspector of the Department of Labour.

(b) Records and Registers,

Provision will be made in the schedule of quantities for payment to the Contractor for the keeping of health and safety-related records and registers as described in Clause 8.

10.2: Scheduled items

10.2.1 Appointment of dedicated safety personnel

(a) Construction Supervisor Unit: Lump sum

(b) Construction Health and Safety Officer Unit: Lump sum

10.2.2 Records and registers Unit: Lump sum

The lump sums tendered for sub-item 10.2.1(a) and (b) shall cover the cost to the Contractor for the provision of dedicated full-time officers for the duration of the contract.

The lump sum tendered for sub-item 10.2.2 shall cover the cost for providing and maintaining on site all the documents, files, records and registers as specified in Clause 8 of this specification.

Payment of the tendered lump sums will be made as follows:

(i) 50% of the lump sums will be paid once the appointments under 10.2.1 (a) and (b) have been made and approved by the Engineer, and when the required documents, files and registers under 10.2.2 are in place on site and approved by the Engineer.

(ii) The balance of the lump sums will be paid in equal monthly instalments up to the end of the contract period. Monthly payments will be withheld permanently for each month during which the Contractor failed to comply with the specifications.

Payment for these items do not absolve the Contractor from his responsibilities and liabilities in terms of Clause 9(y) of this specification and Regulation 30 of the Construction Regulations 2003.

ANNEXURE 1:

SAFETY ON THE SITE OF WORKS

The basic day-to-day requirements for safety on the site of works are listed below. Compliance with these aspects does not relieve the Contractor of any of his obligations and responsibilities detailed in Regulations 4 to 28 referred to paragraph 9 of the Safety Specification.

.4.1.1.1.1 1. Fall protection

- (a) All unprotected openings in floors, slabs, hatchways and stairways must be adequately guarded, fenced or barricaded or similar means must be used to safeguard any person from falling through such openings;
- (b) Notices must be placed conspicuously at all openings where the possibility exists that a person might fall through such openings;
- (c) Where roof work is being performed on a construction site, the contractor shall ensure that:
 - (1) no employees are permitted to work on roofs during inclement weather conditions or if weather conditions are a hazard to the health and safety of the employees;
 - (2) prominent warning notices are to be placed where all covers to openings are not of sufficient strength to withstand any imposed loads and where fragile material exists;
 - (3) there is suitable and sufficient guard-rails or barriers and toe-boards or other similar means of protection to prevent, so far as is reasonably practicable, the fall of any person, material or equipment.
 - (4) people working at heights have medical certificates or ensure that there are physically or psychologically fit to work safely in such an environment

2. Formwork and support work

- (a) Provision shall be made for safe access by means of secured ladders or staircases for all work to be carried out above the foundation bearing level;**
- (b) All employees required to erect, move or dismantle formwork and support work structures must be adequately trained and instructed to perform these operations safely; and**
- (c) All formwork and support work structures are inspected by a competent person immediately before, during and after the placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work structure has been removed and the results have been recorded in a register and made available on site;
- (d) If, after erection, any formwork and support work structure is found to be damaged or weakened to such a degree that its integrity is affected, it shall be safely removed or reinforced immediately

3. *Excavation work*

The contractor shall:

- (a) take suitable and sufficient steps in order to prevent, any person from being buried or trapped by a fall or dislodgement of material in an excavation;
- (b) not require or allow any person to work in an excavation which has not been adequately shored or braced: Provided that shoring and bracing may not be necessary where the sides of the excavation are sloped to at least the maximum angle of repose of the material to be excavated;
- (c) take steps to ensure that the shoring or bracing contemplated in (b) is designed and constructed in such a manner rendering it strong enough to support the sides of the excavation in question;
- (d) ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it is likely to cause its collapse and thereby endangering the safety of any person unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;
- (e) provide convenient and safe means of access to every excavation in which persons are required to work and such access shall not be further than 6 m from the point where any worker within the excavation is working;
- (f) have every excavation, including all bracing and shoring, inspected:
 - (1) daily, prior to each shift;
 - (2) after every blasting operation;
 - (3) after an unexpected fall of ground;
 - (4) after substantial damage to supports; and
 - (5) after rain, by a competent person in order to pronounce the safety of the excavation.
- (g) where an excavation is accessible to the public or where the safety of persons may be endangered:
 - (1) adequately protect the excavation by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
 - (2) provide warning illuminates or any other clearly visible boundary indicators at night or when visibility is poor;
- (h) place warning signs next to an excavation within which persons are working or carrying out inspections or tests.

4. Demolition work

- (a) The contractor shall not require or allow any person to work under unsupported overhanging material, which has not been adequately supported, shored or braced;
- (b) The contractor shall ensure that no material is dropped to any point, falling outside the exterior walls of the structure, unless the area is effectively protected.
- (c) Where the risk assessment indicates the presence of asbestos or lead, the contractor shall ensure that all asbestos-related work is conducted in accordance with the Asbestos Regulations promulgated by Government Notice No.R.155 of 10 February 2002, as amended, and that all lead-related work is conducted in accordance with the provisions of the, Lead Regulations promulgated by Government Notice No.R.236 of 28 February 2002, as amended.

5. *Suspended platforms*

- (a) The contractor shall not use or allow the use of a suspended platform, unless the design, stability and construction thereof comply with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act;
- (b) The contractor shall ensure that each person on a suspended platform is provided with and wears a safety harness as a fall prevention device which must at all times, be attached to the suspended platform or to the anchorage points on the structure whilst on the suspended platform;
- (c) The contractor shall ensure that all employees required to work or to be supported on a suspended platform are physically and psychologically fit to work safely in such an environment by being in possession of a medical certificate of fitness;

6. *Material hoists*

- (a) The contractor shall not require or allow any person to operate such a hoist, unless the person is competent in the operation thereof.
- (b) The contractor shall not require or allow any person to ride on a material hoist.

7. *Batch plants*

- (1) ***The contractor shall ensure that all persons authorised to operate the batch plant are fully:***
 - (a) ***aware of all the dangers involved in the operation thereof; and***
 - (b) ***conversant with the precautionary measures to be taken in the interest of health and safety.***
- (2) *No person supervising or operating a batch plant shall authorise any other person to operate the plant, unless such person is competent to operate such machinery.*
- (3) *A contractor shall ensure that all batch plants are operated and supervised by a competent person who has been appointed in writing.*
 - (4) A contractor shall ensure that the placement and erection of a batch plant complies with the requirements set out by the manufacturer and that such plant is erected as designed.

(5) A contractor shall ensure that all devices to start and stop a batch plant are provided and that these devices are—

(a) placed in an easily accessible position; and

(b) constructed in such a manner as to prevent accidental starting.

(6) The contractor shall ensure that the machinery and plant selected is suitable for the task and that all dangerous moving parts of a mixer are placed beyond the reach of persons by means of doors, covers or other similar means.

(7) No person shall be permitted to remove or modify any guard or safety equipment relating to a batch plant, unless authorised to do so by the appointed person as contemplated in sub-regulation (1).

8. Cranes

The Contractor shall ensure that where tower cranes are used, that:

- (a) the tower crane operators are competent to carry out the work safely; and
- (b) the tower crane operators are physically and psychologically fit to work in such an environment by being in possession of a medical certificate of fitness.

9. Construction vehicles and mobile plant

- (a) The contractor shall ensure that all construction vehicles and mobile plant: are operated by workers who:
 - (1) have received appropriate training and been certified competent and been authorised to operate such machinery; and
 - (2) are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness;
- (b) The Contractor shall furthermore ensure that:
 - (1) no person rides or be required or allowed to ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
 - (2) vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
 - (3) when workers are working on or adjacent to public roads, reflective indicators are provided and worn by the workers.

- (4) vehicles are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include barriers.
- (5) vehicles are inspected on daily basis prior use by a competent person and the findings of such inspection is recorded in a register.

10. Electrical installations and machinery on construction sites

- (a) The contractor shall ensure that: before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;
- (b) in working areas where the exact location of underground electric power lines is unknown,

employees using jackhammers, shovels or other hand tools which may make contact with a power line, are provided with insulated protective gloves or otherwise that the handle of the tool being used is insulated;
- (c) All temporary electrical installations are inspected at least once a week and electrical machinery on a daily basis before use on a construction site by competent persons and the records of these inspections are recorded in a register to be kept on site; and
- (d) The control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing.

11. Use and temporary storage of flammable liquids on construction sites

- (a) The Contractor shall ensure that:
 - (1) where flammable liquids are being used, applied or stored at the workplace concerned, it is done in a manner that would not cause fire or explosion hazards, and that the workplace is effectively ventilated. Where the workplace cannot effectively be ventilated:
 - (i) every employee involved must be provided with a respirator, mask or breathing apparatus of a type approved by the chief inspector, and
 - (ii) steps must be taken to ensure that every such employee, while using or applying flammable liquids, uses the apparatus supplied to him or her;
 - (b) no person smokes in any place in which flammable liquid is used or stored, and the contractor shall affix a suitable and conspicuous notice at all entrances to any such areas prohibiting smoking;
 - (c) an adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognised symbolic signs.

12. *Fire precautions on construction sites*

The contractor shall ensure that smoking is prohibited and notices in this regard are prominently displayed in all places containing combustible or flammable materials.

13. *Construction welfare facilities*

(a) The contractor shall, depending on the number of workers and the duration of the work, provide at or within reasonable access of every construction site, the following clean and maintained facilities:

- (1) at least one shower facility for every 15 workers;
- (2) at least one sanitary facility for every 30 workers;
- (3) changing facilities for each sex; and
- (4) sheltered eating areas.

(b) The shall also ensure that:

- (1) no horseplay between employees or aggressive or threatening behaviour by anybody is allowed on site;
- (2) workers shall wear appropriate protective clothing for particular tasks, including protective eyewear, gloves, boots, ear protection, masks, etc. Workers shall not be allowed to wear loose clothes or footwear;
- (3) workers executing tasks in manholes for sewer and stormwater systems shall be made aware of the existence of hazardous gasses in closed areas, and shall be issued with masks as necessary. Only specialists shall be allowed to work in gas-filled chambers;
- (4) blasting must be done by specialists in accordance with the Explosives Act;
- (5) workers shall not be allowed to make open fires on any part of the site, unless in designated areas approved by the health and safety manager;
- (6) no vehicle or equipment shall be operated on site if it produces noise above 90 decibels. measured at a distance of 10 m from the unit;
- (7) adequate signage shall be used on site to indicate:
 - non-smoking areas on the site;
 - safety exits / emergency exits from buildings under construction;
 - stairs (temporary and permanent works);
 - toilets
 - fire fighting equipment;
 - fire assembly points;
 - fire escapes;
 - overhead works;
 - areas where members of the public are not allowed; and
 - first aid facilities;

(8) Visitors to the site shall only be allowed to enter the site by pre-determined procedures, including safety induction training. Records of visitors shall be kept in the health and safety files.

ANNEXURE 2:

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

THIS AGREEMENT made between:

(hereinafter referred to as "the Employer") of the one part, herein represented by :

.....

in his capacity as

AND:

(hereinafter referred to as "the Mandatory") of the other part, herein represented by :

.....

in his capacity as

and being duly authorised to act as Mandatory on behalf of the Contractor;

WHEREAS the Employer is desirous that certain works be constructed, viz (*contract No.*)

(*title*)

and has accepted a tender by the Mandatory for the construction, completion and defects correction of such works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Mandatory shall execute the work in accordance with the contract documents pertaining to this Contract.
2. This Agreement shall hold good from its commencement date, which shall be the date on which the site is handed over to the Mandatory by an order in writing from the Engineer, to either:
 - (a) the date of the final certificate issued in terms of clause 52(1) of the General Conditions of Contract 2004 (hereinafter referred to as "the GCC"), as applicable to this Contract, or
 - (b) the date of termination of the contract in terms of clause 55 or clause 56 of the GCC.
3. The Mandatory declares himself to be conversant with the following:

(a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:

- (i) Section 8: General duties of Employers to their employees;
- (ii) Section 9: General duties of Employers and self-employed persons to persons other than employees;
- (iii) Section 37: Acts or omissions by employees or mandataries; and
- (iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.

(b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.

4. In addition to the requirements of Clause 36 of the General Conditions of Contract and all relevant requirements of the Contract, the Mandatory agrees to execute all the works forming part of this Contract and to operate and utilize all machinery, plant and equipment in accordance with the Act.

5. The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

At for and on behalf of the **EMPLOYER** on this the
.....day of..... 20....

SIGNATURE:

CAPACITY:

WITNESSES:

SIGNATURES: (1) (2)

NAMES: (1) (2)

At for and on behalf of the **MANDATARY** on this the
.....day of.....20....

SIGNATURE:

CAPACITY:

WITNESSES:

SIGNATURES: (1) (2)

NAMES: (1) (2)

ANNEXURE 3

PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND
SAFETY ACT 1993 , CONSTRUCTION REGULATIONS 2003

[This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2003, to the office of the Department of Labour]

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

13. Name(s) of subcontractors already chosen:
.....
.....

SIGNED BY:

CONTRACTOR:..... DATE:.....

CLIENT:..... DATE:.....

C3.3: DRAWINGS

PART C4: SITE INFORMATION

C4. Site Information

LOCALITY PLAN

SCHEDULE OF CONTRACT DOCUMENTS

SCHEDULE OF CONTRACT DOCUMENTS

The following documents form part of this Contract:

- (i) **VOLUME 1:** The General Conditions of Contract of Works of Civil Engineering Construction 3rd Edition, 2015, which the bidder must purchase at his own cost.
- (ii) **VOLUME 2:** The Standard Specifications for Road and Bridge Works for State Road Authorities 1998, prepared by the Committee of Land Transport Officials, (COLTO), which the bidder must purchase at his own cost.
- (iii) **VOLUME 3:** The Project Document, in which are bound the Bid Notice, Bid Rules, Special Conditions of Contract, Project Specifications, Schedule of Quantities, Form of Bid, and other documents.
- (iv) **VOLUME 4:** Set of drawings issued with Volume 3 for bid purposes (may be bound in at the back of Volume 3 or issued as a separate volume).

NOTE:

1. **SUBMISSION OF BID** – of the above documents, **only VOLUMES 3 and 4 are to be submitted**

