

MHLONTLO LOCAL MUNICIPALITY



PROVISION OF PLANT HIRE FOR MAINTENANCE OF RURAL ROADS TENDER DOCUMENT

CONTRACT NUMBER: EQS/PH/RAR/2023-2024

TENDERER	
TENDER AMOUNT	
CONTRACT PERIOD	
CONTACT NO.: FAX:	

PREPARED BY:

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MHLONTLO LOCAL MUNICIPALITY
PROVISION PLANT HIRE FOR MAINTENANCE OF RURAL ACCESS
ROADS

CONTRACT NUMBER: EQS/PH/RAR/2023-2024

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MHLONTLO LOCAL MUNICIPALITY



T1.1: TENDER INVITATION

Maintenance of Access Roads

PROJECT NAME	CIDB	CONTRACT NUMBER	ADVERT DATE	BRIEFING DATE	CLOSING DATE
Provision of Plant and Machinery	3X 2 CE or Higher	EQS/PH/RAR/2023-2024	04/04/2023	There will be no briefing meeting any one with clarity seeking questions shall contact SCM/ Infrastructure Services on the details provided below.	26/05/2023 12HOO PM, Qumbu Foyer

Suitably qualified, capable and experienced tenderers are hereby invited to tender for the above projects. The municipality is seeking to appoint a panel of Five (6) bidders over a one-year period **starting from June 2023 to April 2024** for provision of plant and machinery. The machines shall be utilized for all Mhlontlo rural roads in line with the municipal available budget and the approved maintenance plan. Areas to be covered are the villages under Tsolo and Qumbu Towns.

The tender document will be available on www.etenders.gov.za and www.mhlontloim.gov.za on 4th /04/2023.

Tenderers must take particular note of the following:

- Tenderers are required to submit SARS Tax compliance status pin

- Tenders must declare performance guarantee as per contract
- Tenderers are required to submit the Company Profile.
- Tenderers are required to submit proof of registration with CIDB.
- Tenderers must submit certified copy for B-BBEE certificate SANAS APPROVED OR SWORN AFFIDAVIT to be considered for equity points.
- Submit Joint Venture agreement in the case of joint venture.
- Tenderers must submit all the requirement as per returnable schedules and must be attached in a relevant page
- Submit central supplier database (CSD) report not later than one month
- 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 will not be considered forward.

CONDITIONS OF THE TENDER

- Mhlontlo Local Municipality Supply Chain Policy Management will apply.
- 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.
- Mhlontlo local Municipality does not bind itself to accept the lowest proposal.

EVALUATION CRITERIA

Received Responsive bids will be evaluated based on the following:

- Stage 1- Functionality
- Stage 2- Price and 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.

FUNCTIONALITY ASSESSMENT:

COMPETENCE	TOTAL SCORE	REQUIRED EVIDENCE	SCORE

COMPETENCE	TOTAL SCORE	REQUIRED EVIDENCE	SCORE
Availability of Plant and Equipment Note: Proof of ownership the firm's equipment must be attached and failure to do so will result in forfeiting the plant points	50	Proof of ownership machines at-east three of each of the following (Grader, roller, water tanks, set of 4x trucks, Excavator &TLB)	50
		Proof of ownership of the machines at-least two of each of the following (Grader, roller, water tanks, set of 4x trucks, Excavator & TLB)	35
		Leasing with proof of all the above	25
		None of the above	0
Company experiences in terms of projects completed	25	Five (5) projects upwards	25
		Four Projects	20
		Three projects	15
		Two projects	10
		One project	5
		None of the above	0
Road worthiness of the Machinery and the Qualifications Personnel	25	Proof of Machinery Licencing	10
		Proof of Drivers licences/operations licence for the operators	15
		None of the above	0

COMPETENCE	TOTAL SCORE	REQUIRED EVIDENCE	SCORE
TOTAL	100	Minimum	70

Only Bidders who score 70% or more on Stage 1 would be evaluated further and eligible forward

Preferential Procurement Regulations, 2011 Pertaining to the MFMA will apply.

80 points for price

20 points for specific goals

	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

Sealed tenders, endorsed with the corresponding tender number and description, must be placed in the tender box at Mhlontlo Local Municipality in Qumbu offices not later than **12h00 on 26th May 2023**, after which the tenders 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 Ms B. Jarha @047 553 7000.

For technical enquiries please contact the Technical Services of Mhlontlo Local Municipality, Mr. L. Ntaba @ 047 553 7000/ 047 542 0192

.....
Municipal Manager
Mr L Ndabeni
Mhlontlo Local Municipality
P.O. Box 31
Qumbu
5180

MUNICIPAL BIDDING DOCUMENTS

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

¹ MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of 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);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.8 Are you presently in the service of the state?..... **YES / NO**

3.8.1 If yes, furnish particulars.....

.....

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?..... **YES / NO**

3.11.1 If yes, furnish particulars.....

.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?..... **YES / NO**

3.12.1 If yes, furnish particulars

.....

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?..... **YES / NO**

3.13.1 If yes, furnish particulars.....

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?..... **YES / NO**

3.14.1 If yes, furnish particulars.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury’s website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside 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:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other 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"/>
4.7.1	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 Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying quotation:

(Quotation Number and Description)

in response to the invitation for the quotations made by:

Mhlontlo Local Municipality

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 Bidder)

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

6. The bidder has arrived at the accompanying quotation independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a quotation;
 - (e) the submission of a quotation, which does not meet the specifications and conditions of this invitation; or
 - (f) submitting a quotation with the intention not to win the quotation.
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 invitation to quote relates.
9. The terms of the accompanying quotation have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official quotation opening or of the awarding of the quotation.

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.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

(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.

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 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:

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

<p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p>
<p>SURNAME AND NAME:</p> <p>DATE:</p> <p>ADDRESS:</p> <p>.....</p> <p>.....</p> <p>.....</p>

MHLONTLO LOCAL MUNICIPALITY

PROVISION OF PLANT HIRE FOR MAINTENANCE OF RURAL ACCESS ROADS

CONTRACT NUMBER: EQS/PH/RAR/2023-2024

T1.2 Tender Data

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The additional conditions of tender are:

Clause number	Tender Data
F.1.1	The employer is MHLONTLO LOCAL MUNICIPALITY
F.1.2	The tender documents issued by the employer comprise: T1.1 Tender notice and invitation to tender T1.2 Tender data T2.1 List of returnable documents T2.2 Returnable schedules Part 1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee Part 2: Pricing data C2.1 Pricing instructions C2.2 Activity schedules / Bills of Quantities Part 3: Scope of work C3 Scope of work Part 4: Site information C4 Site information
F.2.1	Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a civil engineering class of construction work, are eligible to submit tenders. Joint ventures are eligible to submit tenders provided that: 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the civil engineering class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a civil engineering class of construction work.

- F.2.1 The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders:
- a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a civil engineering class of construction work;

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the civil engineering class of construction work; and
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a civil engineering class of construction work.

- F.2.1 Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a civil engineering class of construction work and are registered with the CIDB as having a track record, are eligible to submit tenders.

- F.2.7 The arrangements for a compulsory site meeting are as stated in the Tender Notice and Invitation to Tender.

Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.

- F.2.12 If 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 Agent.

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 complies with the Employer's standards and requirements 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.

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.

The modified Pricing 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.

- F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as original, plus 0 copies.

- F.2.13.5 The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

**Bid Box at the
Offices of the Mhlontlo Local Municipality
96 Lungile General Mabindla Street
TSOLO
5180**

- F.2.13
F.3.5 A two-envelope procedure will not be followed.

- F.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

- F.2.15 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

- F.2.16 The tender offer validity period is 90 days.

- F.2.18 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.

F.2.23 The tenderer is required to submit with his tender:

- 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:
 - 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.

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.

F.3.4 Tenders will be opened immediately after the closing time for tenders at **Mhlontlo Local Municipality, 96 Lungile General Mabindla Street, TSOLO, 5180.**

F.3.11 The procedure for the evaluation of responsive tenders is Method 2

F.3.11.7 The financial offer will be scored using Formula 2 (option 1) in Table F.1 of the Standard Conditions of Tender (Section T1.3 of this document) where the value of W1 is:

- 1) 90 where the financial values inclusive of VAT of all responsive tenders received are in excess of R50 000 000, or
- 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers is equal to or less than R50 000 000.

F3.13.1 Tender offers will only be accepted if:

- 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:
 - 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
- e) 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.

F.3.18 The number of paper copies of the signed contract to be provided by the employer is one.

F 8.6.1.1 Insurance of the work, Plant intended for incorporation in the Works, and of all materials on the Site intended for incorporation in the Works against damage or physical loss arising from whatever caused (Except the causes set out in Clause 8.3.1), for the period for which the contractor is responsible for the Works in terms of Clause 8.2.1).

Annexure: Standard Conditions of Tender

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

F.1 General

F.1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels

- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

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

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.2 Tenderer's obligations

F.2.1 Eligibility

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

F.2.2 Cost of tendering

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

F2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

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

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

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

F.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall **not** accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

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

F.2.16 Tender offer validity

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

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds, policies, etc.

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

If instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- 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 line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in 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.

F.3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

F.3.11.1 & F.3.11.2	<p>The procedure for the evaluation of responsive tenders is Method 2 (Financial Offer and Preferences):</p> <p>a) Price/Financial Score the financial offers of remaining responsive tender offers using the following formula: $N_{FO} = W_1 \times A$ where: N_{FO} = the number of tender evaluation points awarded for the financial offer. W_1 = the maximum possible number of tender evaluation points awarded for the financial offer and equals:</p> <p>i) 90 where the financial value inclusive of VAT of all responsive tenders received is in excess of R1 000,000 or 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R1 000,000.666</p>
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A = a number calculated using either formulas 1 or 2 below, whichever is relevant.

Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$

where:

P_m = the comparative offer of the most favourable tender offer.
 P = the comparative offer of tender offer under consideration.

b) Preference

Up to 100 minus W_3 tender evaluation points will be awarded to Tenderers who are found to be eligible for the preference points claimed.

F.3.11.3

The quality criteria, minimum and maximum score in respect of each of criteria shall be as follows:

Quality criteria	Sub-criteria	Minimum number of points	Maximum number of points
Availability of key (major) plant and equipment		7	10
Contract execution and quality	Contract programme	7	10
	Quality Plan and Control	7	10
Experience of the key staff (assigned personnel) in relation to the scope of work	General qualifications	7	10
	Adequacy for the assignment	7	10
Experience with respect to specific aspects of the project / comparable projects		35	50
Possible score for quality		70	100

Quality shall be scored independently by not less than three evaluators as detailed below. Scores of 40, 70, 90 or 100 shall be allocated to each of the criteria and sub-criteria based on the indicators contained in these schedules. **NB: A score of zero shall be allocated where no information is provided for evaluation.**

The scores of each of the evaluators shall then be averaged and then totalled to obtain the final score for quality. **To qualify to be considered further, a Tenderer must score at least a total score higher than or equal to the minimum number of points for quality as shown above. Submissions that do not meet these criteria will not be considered in further evaluations and thus declared non-responsive.**

The scoring of the Tenderer's Availability of key (major) plant and equipment will be as follows (**NB: Ownership of plant and equipment will only be accepted if a verifiable list of assets shows such plant and equipment. Assurance of availability/use of hired plant and equipment shall only be considered acceptable if there is a firm undertaking from a plant hire company that, should the bidder be successful in this Bid, the plant hire company will provide the listed plant and equipment. Such undertaking shall also include a list of equipment that would be availed to the bidder upon success of its Bid. A mere list of plant and equipment to be hired will not suffice.**):

Poor (score 40)	Tenderer does not <u>own</u> any (primary and secondary) of the required key (major) plant and equipment, and cannot <u>assure</u> use of hired plant and equipment during the contract period.
Satisfactory (score 70)	Tenderer owns primary required key (major) plant and equipment or can guarantee use of primary required key (major) plant and equipment for duration of the contract period, but DOES NOT own secondary required key (major) plant and equipment, and CANNOT assure use of hired plant and equipment during the contract period.
Good (score 90)	Tenderer owns ALL (primary and secondary) required key (major) plant and equipment or can guarantee use of ALL (primary and secondary) required key (major) plant and equipment for duration of the contract period.
Very good (score 100)	Tenderer owns primary and secondary that are more advanced and efficient than the required primary and secondary key (major) plant and equipment or can guarantee use of such advanced primary and secondary plant and equipment for duration of the contract period.

The scoring of the Contract execution and quality plan (method statement) shall be as follows:

	Contract Programme	Quality Plan
Poor (score 40)	The activity schedule omits important tasks or the timing of the activities and correlation among them are inconsistent with project deliverables. There is lack of clarity and logic in the sequencing.	The quality approach and/or methodology are poor/is unlikely to satisfy project objectives or requirements. The Tenderer has misunderstood certain aspects of the Scope of Work and/or does not deal with the critical aspects of the project.
Satisfactory (score 70)	All key activities are included in the activity schedule, but are not detailed. There are minor inconsistencies between timing and project deliverables.	The quality approach is generic and not tailored to address the specific project objectives and requirements. The quality plan does not adequately deal with the critical characteristics of the projects.
Good (score 90)	The work plan fits the project deliverables well; all important activities are indicated in the activity schedule and their timing and sequencing is appropriate and consistent with project objectives and requirements. There is a fair degree of detail that facilitates understanding of the proposed work plan.	The quality plan is specifically tailored to the critical characteristics of the projects.
Very good (score 100)	Besides meeting the "good" rating, decision points and the sequencing and timing of activities are very well defined, indicating that the Tenderer has optimized the use of resources. The work plan permits flexibility to accommodate contingencies.	Besides meeting the "good" rating, the important quality issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge of state-of-the-art approaches.

The scoring of the experience of key personnel will be as follows:

	General qualifications (Greater weighting will be given to the team leader)	Adequacy for the assignment (Greater weighting will be given to the team leader)	Knowledge of issues pertinent to the project (Greater weighting will be given to the team leader)
Poor (score 40)	Key staff have limited levels of general experience.	Key staff have limited levels of project specific education, training and experience.	Key staff have limited experience of issues pertinent to the project.

Satisfactory (score 70)	Key staff have reasonable levels of general experience.	Key staff have reasonable levels of project specific education, training and experience.	Key staff have reasonable experience of issues pertinent to the project.
Good (score 90)	Key staff have extensive levels of general experience.	Key staff have extensive levels of project specific education, training and experience.	Key staff have extensive experience of issues pertinent to the project.
Very good (score 100)	Key staff have outstanding levels of general experience.	Key staff have outstanding levels of project specific education, training and experience.	Key staff have outstanding experience of issues pertinent to the project.

The scoring of the Tenderer's experience will be as follows (* **NB – similar project refers to projects involving the construction of roads**):

Poor (score 40)	Tenderer has limited experience (has handled individual similar projects* of less than 75% of the estimated value of the Works).
Satisfactory (score 70)	Tenderer has handled individual similar projects* of the range over 75% to 100% of the estimated value of the Works, or has handled only one similar project of up to the estimated value of this Contract.
Good (score 90)	Tenderer has handled individual similar projects* of the range over 100% to 120% of the estimated value of the Works.
Very good (score 100)	Tenderer has outstanding experience in projects of a similar nature (has handled individual similar projects* in excess of 120% of the estimated value of the Works).

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories in accordance with the Tender Data and calculate total score for quality.

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

F.3.13.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

F.3.13.2 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their tender offers have not been accepted.

F.3.15. Prepare contract documents

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

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contracts

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

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PROVISION OF PLANT HIRE FOR MAINTENANCE OF RURAL ACCESS ROADS
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PART T2: RETURNABLE DOCUMENTS

- T2.1 List of Returnable Documents**
- T2.2 Returnable Schedules**

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PROVISION OF PLANT HIRE FOR MAINTENANCE OF RURAL ACCESS ROADS

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T2.1 : LIST OF RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnables are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return **all information requested**.

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (included hereafter for completion)

- Schedule : 1A Authority for Signatory
- Schedule : 1B Certificate of Attendance at Clarification Meeting
- Schedule : 1C Record of Addenda to Tender Documents
- Schedule : 1D Personnel Schedule
- Schedule : 1E Schedule of Plant and Equipment available for the contract
- Schedule : 1F Schedule of Tenderer's experience
- Schedule : 1G Estimated Monthly Cash-flow
- Schedule : 1H Schedule of Proposed Sub contractors
- Schedule : 1I ABE Declaration Affidavit
- Schedule : 1J Confirmation of Affirmable Business Enterprise / Priority Enterprise / Local Enterprise Registration
- Schedule : 1K Compulsory Enterprise Questionnaire
- Schedule : 1L Particulars of Tenderer
- Schedule : 1M General Technical information
- Schedule : 1N Information required by MHLONTLO LOCAL MUNICIPALITY

2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES (to be attached with submission)

- Schedule : 2A Documents of Incorporation
- Schedule : 2B SARS Tax Pin
- Schedule : 2C Preliminary Health and Safety Plan
- Schedule : 2D Project Methodology
- Schedule : 2E Proof of CIDB grading
- Schedule : 2F B-BBEE Certificate

**3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT
(to be attached with submission)**

Schedule : 3A Curriculum Vitae of Personnel

**4. OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE
CONTRACT (included hereafter for completion)**

C1.1 : Form of Offer and Acceptance

C1.2 : Contract Data (Part 1 & Part 2)

C1.3 : Form of Guarantee

C2.1 Pricing Instructions

C2.2 Bill of Quantities

C2.3 Daywork Schedule

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PROVISION OF PLANT HIRE FOR MAINTENANCE OF RURAL ACCESS ROADS

CONTRACT NUMBER: EQS/PH/RAR/2023-2024

SCHEDULE 1A : AUTHORITY FOR SIGNATORY
--

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

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for Company

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

As witnesses:

- 1. Chairman :
- 2. Date :

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as
 hereby authorize Mr/Ms,
 acting in the capacity ofto sign all documents in connection
 with the tender for Contractand any contract resulting from it on
 our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole

C. Certificate for Joint Venture

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

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY

D. Certificate for Sole Proprietor

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

As witnesses:

- 1. _____ Signature : Sole owner : _____
- 2. _____ Date : _____

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as hereby authorize Mr/Ms acting in the capacity of , to sign all documents in connection with the tender for Contract and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key-partners upon who rests the

direction of the affairs of the Partnership as a whole.

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PROVISION OF PLANT HIRE FOR MAINTENANCE OF RURAL ACCESS ROADS
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SCHEDULE 1B : CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that

..... (Tenderer)

of(address)

was represented by the person(s) named below at the compulsory meeting held for all tenderers at

..... (location) on (date), starting at

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

Particulars of person(s) attending the meeting:

Name Signature

Capacity

Name Signature

Capacity

Attendance of the above persons at the meeting is confirmed by the Employer's representative, namely:

Name Signature

Capacity Date & Time

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SCHEDULE 1C : RECORD OF ADDENDA TO TENDER DOCUMENTS
--

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

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer

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PROVISION OF PLANT HIRE FOR MAINTENANCE OF RURAL ACCESS ROADS

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SCHEDULE 1D : PERSONNEL SCHEDULE

Job Description	Non-Local	Local
Contract Manager		
Site Agent		
Quantity Surveyor		
Surveyors		
General Foreman		
Foremen		
Community Officers		
Clerks		
Operators		
Bricklayers		
Learner Bricklayers		
Steel fixers		
Watchmen		
Gang Bosses		
Pipe Layers		
Labourers		
* Other		
* Other		
* Other		

* To be filled in by Tenderer

Signed Date

Name Position

Tenderer

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SCHEDULE 1E : SCHEDULE OF PLANT AND EQUIPMENT

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

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, Size, Capacity, etc

Attach additional pages if more space is required.

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

Quantity	Description, Size, Capacity, etc

Attach additional pages if more space is required.

Signed Date
Name Position
Tenderer

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SCHEDULE 1F : SCHEDULE OF TENDERER'S EXPERIENCE

The following is a statement of similar work successfully executed by myself/ourselves:

Employer, contact person and telephone number	Description of Contract	Value of Work Inclusive of VAT (Rand)	Date Completed

Signed

Date

Name

Position

Tenderer

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PROVISION OF PLANT HIRE FOR MAINTENANCE OF RURAL ACCESS ROADS

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SCHEDULE 1G : ESTIMATED MONTHLY CASH-FLOW

The Tenderer shall state below the estimated value of work to be completed every month, based on his preliminary programme and his tendered unit rates.

The amounts for Contingencies and Contract Price Adjustment must not be included. The Tenderer must make note of any cash-flow restrictions.

MONTH	VALUE
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
TOTAL	

Signed Date

Name Position

Tenderer

MHLONTLO LOCAL MUNICIPALITY

PROVISION OF PLANT HIRE FOR MAINTENANCE OF RURAL ACCESS ROADS

CONTRACT NUMBER: EQS/PH/RAR/2023-2024

SCHEDULE 1H : SCHEDULE OF PROPOSED SUBCONTRACTORS

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

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

No.	Name and Address of Proposed Subcontractor	Nature and Extent of Work	Previous Experience with Subcontractor
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Signed

Date

Name

Position

Tenderer

MHLONTLO LOCAL MUNICIPALITY

PROVISION OF PLANT HIRE FOR MAINTENANCE OF RURAL ACCESS ROADS

CONTRACT NUMBER: EQS/PH/RAR/2023-2024

SCHEDULE 11: ABE DECLARATION AFFIDAVIT

- Name of ABE Firm :
a) Postal Address :
b) Physical Address :
c) Telephone :
d) Fax :
e) e-mail :
f) Contact Person :
g) Company registration number :
h) Company/enterprise income tax reference number:
i) VAT Registration Number :

Type of firm
(Tick one box)

- Partnership
One-person business/sole trader
Close corporation
Company
(Pty) Limited

2. Principle business activities

3. What is the enterprise's annual average turnover (excl. VAT) during the lesser of the period for which the business has been operating or the previous three financial years: R

NOTE: In the case of professional service providers, the turnover is to exclude any turnover generated in respect of out sourced activities which the enterprise does not have the in-house competence and expertise to perform.

4. Company classification
(Tick one box)

- Contractor who generates more than 75 % of turnover as a Prime Contractor
- Contractor who generates less than 25 % of turnover as a Prime Contractor (i.e. a subcontractor)
- Labour-only subcontractors
- Manufacturer
- Supplier
- Professional service provider
- Other service providers e.g. transporter

5. Date on which the enterprise was established?

6. List all partners, proprietors and shareholders by name, identity number, citizenship, PDI status and ownership, as relevant.

NAME	IDENTITY NUMBER	CITIZENSHIP	PDI* (YES / NO) *	DATE OF OWNERSHIP	% OWNED	VOTING %

NOTE: Where owners are themselves a company or partnership, identify the ownership of the holding

7. Street addresses of all facilities used by the firm (e.g. warehouses, storage spaces, offices etc.)

<u>Address</u>	<u>Facility</u>
7.1
7.2
7.3

8. Do you share any facilities? YES NO (Tick one box)

If YES; which facilities are shared?

With whom do you share facilities (name of firm / individuals)

.....

.....

what are the other firms principal business activities?

.....

.....

9. Describe all property agreements relating to facilities used by the firm and the nature of the agreements indicating whether facilities are owned or leased by the firm:

FACILITY	MONTHLY RENTAL AMOUNT	OWNER	AGREEMENT TYPE (VERBAL/WRITTEN)

10. Is the Firm registered or does it have a business license(s)? (Tick one box)

YES NO

If YES, detail and quote relevant reference numbers and dates.

.....

.....

.....

.....

.....

11. Detail all trade associations / professional bodies / business associations in which you have membership:

.....

.....

.....

12. Did the Firm exit under a previous name? (Tick one box)

YES NO

If YES, • what was its previous name?

 • why was it changed?

List of previous owners / partners / directors?

.....

.....

.....

13. Complete the following information for each partner, proprietor, shareholder, director and officer of the firm (viz. chairman, secretary, director etc.)

TITLE	NAME	PDI STATUS (YES / NO)*	% OF TIME DEVOTED TO THE FIRM

* State YES or NO

14. Identify any owner or management office bearer who has an ownership interest in another Firm.

OWNER/ MANAGER	NAME AND ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OF OWNERSHIP	TYPE OF BUSINESS OF OTHER FIRM

NOTE: the sum of the average annual turnovers of all business concerns which engage in the same category of business (i.e. prime contractor, subcontractor, supplier, manufacturer, etc.) and which are under the control of PDI's within the business and Affiliated Entities must not exceed 1,5 times the turnover limits provided for.

15. Identify any owner of management official who is an employee of or has duties in another business enterprise

NAME	DUTIES AS EMPLOYEE IN OTHER FIRM	NAME AND ADDRESS OF OTHER FIRM	TYPE OF BUSINESS OF OTHER FIRM

16.1 How many permanent staff members are employed by the Firm?

Full time:

Part time:

16.2 How many staff members have joined the Firm in the last 6 months?

Full time:

Part time:

17. List the major items of equipment, plant and vehicles owned by the Firm.

ITEM	QUANTITY	PRESENT FINANCIAL LIABILITY (Rands)

18. Identify by name, PDI status and length of service, those individuals in the Firm (including owners and non-owners) responsible for day-to-day management and business decisions.

DESCRIPTION	NAME	PDI STATUS (YES / NO) *	LENGTH OF SERVICE (YEARS)
FINANCING DECISIONS			
CHEQUE SIGNING			
SIGNING AND CO-SIGNING FOR LOANS			
ACQUISITION OF LINES OF CREDIT			
SURETIES			
MAJOR PURCHASE OR ACQUISITIONS			
SIGNING CONTRACTS			
MANAGEMENT DECISIONS			
ESTIMATING			
MARKETING AND SALES OPERATIONS			
HIRING AND FIRING OF MANAGEMENT PERSONNEL			
HIRING AND FIRING OF NON-MANAGEMENT PERSONNEL			
SUPERVISION OF OFFICE PERSONNEL			
SUPERVISION OF FIELD/PRODUCTION ACTIVITIES			

* State YES or NO

19. List the following personnel of firms who provide the following services:

SERVICE	NAME	CONTACT PERSON	TELEPHONE
ACCOUNTING			
LEGAL			
AUDITING			
BANKING			
INSURANCE			

20. Identify any amounts of money loaned to your Firm, indicating the loan source, date and amount.

LOAN SOURCE	ADDRESS	DATE OF LOAN	LOAN AMOUNT

21. List a maximum of five contracts which your Firm is presently engaged in and have not yet completed.

CONTRACT DESCRIPTION	LOCATION	EMPLOYER	CONTRACT AMOUNT	EXPECTED COMPLETION (MONTH AND YEAR)

22. List the four largest contracts/assignments completed by your Firm in the last three years.

WORK PREFORMED	FOR WHOM	CONTACT PERSON AND TELEPHONE NUMBER	CONTRACT / FEE AMOUNT

DECLARATION (to be signed in the presence of a Commissioner of Oaths)

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the Firm, confirms that the Firm complies in all respects with the requirements for registration as an Affirmable Business Enterprise as defined, and the contents of this Affidavit are within my personal knowledge, and save where state otherwise are to the best of my belief both true and correct.

Signature

Duly authorised to sign on behalf of

Address

Telephone

Signed and sworn to before me at _____ on
this the day of _____ by the Deponent, who has
acknowledged that he/she knows and understands the contents of the Affidavit, that it is true and correct to the
best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed
oath will be binding on his/her conscience.

Commissioner of Oaths _____

NOTE: All pages of this Affidavit must be initialed by both the Deponent and the Commissioner of Oaths

MHLONTLO LOCAL MUNICIPALITY

PROVISION OF PLANT HIRE FOR MAINTENANCE OF RURAL ACCESS ROADS

CONTRACT NUMBER: EQS/PH/RAR/2023-2024

SCHEDULE 1J: CONFIRMATION OF AFFIRMABLE BUSINESS ENTERPRISE / PRIORITY ENTERPRISE / LOCAL ENTERPRISE REGISTRATION

DECLARATION (to be signed in the presence of a Commissioner of Oaths)

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

- the firm complies in all respects with the requirements for registration as an Affirmable Business Enterprise / Priority Enterprise (delete that which is not applicable) as defined, and
- the contents of this Affidavit are within my personal knowledge and save where stated otherwise are to the best of my belief both true and correct.

Signature

Duly authorised to sign on behalf of

Address

.....

.....

Telephone

Signed and sworn to before me at o

this the day of by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, that it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Commissioner of oaths

NOTE: This Affidavit must be initialed by both the Deponent and the Commissioner of Oaths.

- The firm's registration number(s) are as follows:

Name of Registering Authority	Registration Number

MHLONTLO LOCAL MUNICIPALITY

PROVISION OF PLANT HIRE FOR MAINTENANCE OF RURAL ACCESS ROADS

CONTRACT NUMBER: EQS/PH/RAR/2023-2024

SCHEDULE 1K: COMPULSORY ENTERPRISE QUESTIONNAIRE																			
The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.																			
Section 1: Name of enterprise:																			
Section 2: VAT registration number, if any:																			
Section 3: CIDB registration number, if any:																			
Section 4: Particulars of sole proprietors and partners in partnerships																			
<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 33%;">Name*</th> <th style="width: 33%;">Identity number*</th> <th colspan="2" style="width: 34%;">Personal income tax number*</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>				Name*	Identity number*	Personal income tax number*													
Name*	Identity number*	Personal income tax number*																	
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners																			
Section 5: Particulars of companies and close corporations																			
Company registration number																			
Close corporation number																			
Tax reference number																			
Section 6: Record of service of the state																			
Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:																			
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> a member of any municipal council <input type="checkbox"/> a member of any provincial legislature <input type="checkbox"/> a member of the National Assembly or the National Council of Province <input type="checkbox"/> a member of the board of directors of any municipal entity <input type="checkbox"/> an official of any municipality or municipal entity </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity <input type="checkbox"/> an employee of Parliament or a provincial legislature </td> </tr> </table>				<input type="checkbox"/> a member of any municipal council <input type="checkbox"/> a member of any provincial legislature <input type="checkbox"/> a member of the National Assembly or the National Council of Province <input type="checkbox"/> a member of the board of directors of any municipal entity <input type="checkbox"/> an official of any municipality or municipal entity	<input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity <input type="checkbox"/> an employee of Parliament or a provincial legislature														
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If any of the above boxes are marked, disclose the following: (insert separate page if necessary)																			
<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th rowspan="2" style="width: 35%;">Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder</th> <th rowspan="2" style="width: 35%;">Name of institution, public office, board or organ of state and position held</th> <th colspan="2" style="width: 30%;">Status of service (tick appropriate column)</th> </tr> <tr> <th style="width: 15%;">current</th> <th style="width: 15%;">Within last 12 months</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>				Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)		current	Within last 12 months										
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		current	Within last 12 months																
* Insert separate page if necessary																			

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

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

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

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

* Insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

MHLONTLO LOCAL MUNICIPALITY
PROVISION OF PLANT HIRE FOR MAINTENANCE OF RURAL ACCESS ROADS
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SCHEDULE 1L: PARTICULARS OF TENDERER

Tenderer:

Address:

.....

.....

.....

Contact Person:

Telephone Number:

Fax Number:

Bank:

Branch:

Name of Cheque Account:

Cheque Account Number:

Contact Person:

Telephone Number:

Guarantee:

Branch:

Contact Person:

Telephone Number:

VAT Registration No:

Attach original Tax Clearance Certificate to this page

Attach a letter from your bank to this page clearly stating your financial rating.

.....

.....

DATE

SIGNATURE OF TENDERER

MHLONTLO LOCAL MUNICIPALITY

PROVISION OF PLANT HIRE FOR MAINTENANCE OF RURAL ACCESS ROADS

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QUESTIONNAIRE BLACK ECONOMIC EMPOWERMENT	
The name of your business	
Registration number (CC or company)	
VAT registration number	
Income tax registration number	
Physical address	
Postal address	
Contact person	
Contact numbers: Telephone Fax E-mail	
Date on which you completed this questionnaire	

A INTRODUCTION

- The information provided in this questionnaire will be treated as confidential and will not be disclosed to any third parties.
- The information will be used only for the purposes of assessing your company in terms of our Black Economic Empowerment criteria and assist in our surveys.
- MHLONTLO LOCAL MUNICIPALITY reserves the right to request additional information or documents, or to perform audit procedures to substantiate or verify any of the information provided in the questionnaire.
- A copy of the completed questionnaire must be signed on behalf of your business by a duly authorised signatory.

MARK THE RELEVANT “YES” AND “NO” BOXES WITH AN X

B GENERAL INFORMATION

Please provide us with background information regarding your company by answering the following questions:

1. Is the company currently classified by any definition as a Black Empowerment (BE) company?

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

If yes, state by whom? _____

2. Who has provided the BE classification for the company?

<input type="checkbox"/>	Government
<input type="checkbox"/>	Parastatals
<input type="checkbox"/>	Listed companies
<input type="checkbox"/>	Other

2. Is the business a:

<input type="checkbox"/>	Public company (i.e. Ltd)
<input type="checkbox"/>	Private company (i.e. (Pty) Ltd)
<input type="checkbox"/>	CC
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Single owner

3. What was your gross turnover in your last financial year?

Please attach the following documents to the questionnaire:

Appendix A: Copies of letters of certificates from entities that have provided you with a BE classification.

Appendix B: A letter from your auditors and/or published annual report confirming your gross turnover, where possible.

C EQUITY

5. How many **issued** shares are there in the business?

Where the term “shares” is not applicable, express member’s interest in quantity (not percentage) assuming that the business has 100 shares (i.e. one share for every percentage of ownership)

6. How many of the above “shares” are BE (Black Empowerment) shares?

7. We require further information regarding the corporate structure. If applicable, what percentage of shares is BE in the:

Holding company

<input type="checkbox"/>	0%
<input type="checkbox"/>	1 – 10%
<input type="checkbox"/>	11 – 30%
<input type="checkbox"/>	31 – 50%
<input type="checkbox"/>	51 – 70%
<input type="checkbox"/>	71 – 80%
<input type="checkbox"/>	> 80%

Subsidiary company

<input type="checkbox"/>	0%
<input type="checkbox"/>	1 – 10%
<input type="checkbox"/>	11 – 30%
<input type="checkbox"/>	31 – 50%
<input type="checkbox"/>	51 – 70%
<input type="checkbox"/>	71 – 80%
<input type="checkbox"/>	> 80%

8. Have you formed alliances with BE entities through partnering, joint ventures or other similar initiatives?

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

6. Are the above alliances with

<input type="checkbox"/>	Listed companies
<input type="checkbox"/>	Private companies
<input type="checkbox"/>	CC's
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individuals

Please attach the following documents to the questionnaire:

Appendix C: An organogram reflecting your company and its holding and subsidiary companies

Appendix D: A list of BE entities with whom you are partnering through joint ventures or other similar initiatives, indicating the nature of the relationship with each.

D MANAGEMENT

7. Does management own "shares" or members interest, as defined above?

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

11. How many "shares" does management hold?

12. How many of there "shares" are held by historically disadvantaged (HD) managers?

Historically disadvantaged (HD) is defined as Indian, Coloured & Black who is South African of descent.

Management: in relation to an enterprise or business, means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

E EMPLOYMENT EQUITY

13. Does the company have an employment equity programme?

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

- 14. What is the total number of permanent employees in the company?
- 15. How many of these employees are historically disadvantaged (HD)?
- 16. How many of the permanent employees are disabled?
- 17. How many permanent employees are at management level or can be classified as professional?
- 18. How many of the permanent staff that are management or are professional are HD?
- 19. How many people qualify as board and senior management members?
- 20. How many people of the board and senior management are HD?

F PROCUREMENT

21. Does your company have a formalised procurement policy to support be (Black Empowerment)?

	YES
	NO

22. How much have you spent on purchases for operational purposes in the past 12 months?

23. How much have you spent on capital expenditure in the past 12 months?

24. How much (rand value) was spent with BE (black empowerment) Companies?

Please attach the following document to the questionnaire:

Appendix E: A list of the BE companies from which purchases were made in the past 12 months.

G RDP, SOCIAL RESPONSIBILITY AND SOCIAL UPLIFTMENT

25. Does your company have a formal Social Responsibility or Social Upliftment Policy or Programme?

26.

	YES
	NO

26. Do you contribute financially to charities, not-for-profit organizations and causes in support of disadvantaged or under-privileged communities?

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

Please attach the following documents to the questionnaire:

Appendix F: A copy of your social responsibility or social upliftment policy or programme.

Appendix G: List of charities, not-for-profit organizations and causes in support of disadvantaged or under-privileged.

H DEVELOPMENT

27. Does your company have formalised development, training, skills transfer and upliftment policies or practices in place?

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

28. What type of policies or practices do you have in place?

<input type="checkbox"/>	Formalised development policies and practises
<input type="checkbox"/>	Formalised training
<input type="checkbox"/>	Formalised skills transfer policies and procedures
<input type="checkbox"/>	Upliftment policies

29. Does your company support any external education, development and accelerated learning programmes?

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

30. What type of support do you provide

<input type="checkbox"/>	External education for HD (previously disadvantaged) individuals
<input type="checkbox"/>	Development programmes for HD individuals
<input type="checkbox"/>	Accelerated learning programmes for HD individuals
<input type="checkbox"/>	External education for HD communities
<input type="checkbox"/>	Development programmes for HD communities
<input type="checkbox"/>	Accelerated learning programmes for HD communities

Please attach the following documents to the questionnaire:

Appendix H: Details of the above policies and practices.

Appendix I : Details of the above programmes.

I OTHER INITIATIVES

31. Does your company have any other internal or external initiatives which qualify as social investment or philanthropic initiatives?

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

32. Are these initiatives related to:

- | | |
|--------------------------|----------------------|
| <input type="checkbox"/> | Environmental issues |
| <input type="checkbox"/> | Health |
| <input type="checkbox"/> | Crime prevention |
| <input type="checkbox"/> | Other |

Please attach the following document to the questionnaire:

Appendix J: Details of the above initiatives.

I _____ hereby declare, in my
capacity as _____ and duly authorised
thereto, that the information provided in the above questionnaire is factually correct.

SIGNATURE

DATE

MHLONTLO LOCAL MUNICIPALITY

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INFORMATION REQUIRED	DETAILS
Supplier's Name	
Trading as	
Services Rendered	
Registration number (company or cc)	
VAT registration number	
Physical address	
Postal address	
Telephone no.	
Fax no.	
Contact no.	
E-mail address of contact person	
Company banking details	

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SCHEDULE 2A : DOCUMENTS OF INCORPORATION

The tenderer must attach to this page a copy of the certificate of incorporation of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach a copy of the document of incorporation of the joint venture.

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SCHEDULE 2B: TAX CLEARANCE CERTIFICATE

The tenderer must attach to this page a South African Revenue Services Tax Clearance Certificate in respect of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach a Tax Clearance Certificate for each of the joint venture partners.

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SCHEDULE 2C: PRELIMINARY HEALTH AND SAFETY PLAN
--

The tenderer must attach to this page a copy of the preliminary Health and Safety Plan for the proposed work.

Tenderers are advised to study Appendix B: Health and Safety Specifications when compiling the preliminary Health and Safety Plan.

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<p>SCHEDULE 2D: PROJECT METHODOLOGY</p>
--

The tenderer must attach to this page a copy of the project Methodology for the proposed work.

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<p>SCHEDULE 2E: PROOF OF CIDB GRADING</p>
--

The tenderer must attach to this page a required proof of CIDB grading.

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SCHEDULE 2F: B-BBEE CERTIFICATE
--

The tenderer must attach to this page certified copy B-BBEE Certificate.

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SCHEDULE 3A: CURRICULUM VITAE OF PERSONNEL

The Tenderer must attach to this page, copies of CVs with certified or traceable qualifications for the key management personnel such as not limited to the contract's manager, site agent, surveyor and foremen who will be responsible for managing the contract works. **Failure to do so will negatively affect their scores for the relevant section in quality.**

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PART C1 : AGREEMENT AND CONTRACT DATA

- C1.1 Form of Offer and Acceptance**
- C1.2 Contract Data**
- C1.3 Performance Guarantee**

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C1.1: FORM OF OFFER AND ACCEPTANCE

1. OFFER

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

PROVISION OF PLANT HIRE FOR MAINTENANCE OF RURAL ACCESS ROADS

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

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

The offered total of the prices inclusive of Value-Added Tax is

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

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

Signature(s)

Name(s)

Capacity

for the **Tenderer**
(Name and address of organization)

Name and signature of witness Date

2. 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, as 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.

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof 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 the obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature(s)

Name(s)

Capacity

for the **Employer** Mhlontlo Local Municipality
P.O. Box 31
TSOLO
5180
Tel: 047 553 7000
Fax: 047 553 0189

Name and signature of witness Date

3. SCHEDULE OF DEVIATIONS

Notes:

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

1. Subject
- Details
2. Subject
- Details
3. Subject
- Details
4. Subject
- Details
5. Subject
- Details

By the duly authorized 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 changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

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C1.2: CONTRACT DATA (PART 1)

The Conditions of Contract are the General Conditions of Contract for Construction Works (2004) published by the South African Institution of Civil Engineering (SAICE).

Copies of these conditions of contract may be obtained from the SAICE Tel no.: (0)11 805 5947.

PART 1 : DATA PROVIDED BY THE EMPLOYER

Clause	Description
1.1.14	The Employer : Mhlontlo Local Municipality
1.2.2	The Employer's address for receipt of communications and notices is : Telephone: +27 (0)47 553 7000 Facsimile: +27 (0)47 553 0189 Address (Postal): P.O. Box 31 TSOLO, 5180
1.1.13	The time for completing the works is 3 years
1.6 and 38	The special non working days are public holidays, Sundays and the year end break. These days will be excluded from time calculations.
1.6	The year end break commences on 12 December 2020 and ends on 5 January 2021.
7	The time to deliver the Deed of Guarantee is 7 days after receipt of a completed copy of the agreement.
10	The Contractor shall commence executing the Works within 7 days of the Commencement Date.
12.2	The Contractor shall deliver his programme of work within 7 days of the Commencement Date.
35.1.2.2	The value of the materials supplied by the Employer to be included in the insurance sum is R0-00 [Nil].
35.1.2.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is 12.5% of the Contract Price.
35.1.2	A Coupon Policy for Special Risks Insurance issued by the SASRIA is required.
35.1.3	The limit of indemnity for the Public liability insurance required is equal to the Tendered Amount.
35.1.3	The limit of Works Risk insurance required is equal to the Tendered Amount.
46.2	Contract Price Adjustment Schedule: N/A
46.3	Price adjustments for variations in the costs of special materials are allowed. Refer Contract Data (Part 2).

Clause	Description																												
49.1.5	The percentage advance on materials not yet built into the Permanent Works is 80 %.																												
58.2	Dispute resolution shall be by mediation.																												
Clause 5.12.2.2:	<p>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.</p> <p>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.</p> <table border="1" data-bbox="317 624 1457 1086"> <thead> <tr> <th data-bbox="317 624 732 689">Month</th> <th data-bbox="738 624 1457 689">Expected number of working days to be lost as a result of normal rainfall</th> </tr> </thead> <tbody> <tr> <td data-bbox="317 698 732 725">January</td> <td data-bbox="738 698 1457 725">3</td> </tr> <tr> <td data-bbox="317 728 732 754">February</td> <td data-bbox="738 728 1457 754">3</td> </tr> <tr> <td data-bbox="317 757 732 784">March</td> <td data-bbox="738 757 1457 784">3</td> </tr> <tr> <td data-bbox="317 786 732 813">April</td> <td data-bbox="738 786 1457 813">3</td> </tr> <tr> <td data-bbox="317 815 732 842">May</td> <td data-bbox="738 815 1457 842">2</td> </tr> <tr> <td data-bbox="317 844 732 871">June</td> <td data-bbox="738 844 1457 871">2</td> </tr> <tr> <td data-bbox="317 873 732 900">July</td> <td data-bbox="738 873 1457 900">2</td> </tr> <tr> <td data-bbox="317 902 732 929">August</td> <td data-bbox="738 902 1457 929">2</td> </tr> <tr> <td data-bbox="317 931 732 958">September</td> <td data-bbox="738 931 1457 958">2</td> </tr> <tr> <td data-bbox="317 960 732 987">October</td> <td data-bbox="738 960 1457 987">3</td> </tr> <tr> <td data-bbox="317 990 732 1016">November</td> <td data-bbox="738 990 1457 1016">3</td> </tr> <tr> <td data-bbox="317 1019 732 1046">December</td> <td data-bbox="738 1019 1457 1046">3</td> </tr> <tr> <td data-bbox="317 1048 732 1086">TOTAL</td> <td data-bbox="738 1048 1457 1086">31 days</td> </tr> </tbody> </table> <p data-bbox="317 1095 1457 1149">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.</p> <p data-bbox="317 1180 1457 1265">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.</p> <p data-bbox="317 1301 1457 1355">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.</p>	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
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																												

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C1.2 : CONTRACT DATA (PART 2)

PART 2 : DATA PROVIDED BY THE CONTRACTOR

Clause	Description												
1.18	The Contractor is the												
1.2.2	The Contractor's address for receipt of communications and notices is : Telephone: Facsimile: E-mail : Address (Postal) : Address (Physical) :												
37.2.2.3	The percentage allowance to cover all overhead charges is												
42.1	The Works shall be completed in weeks.												
42.2	The variation in cost of special materials is : <table style="width: 100%; margin-top: 5px;"> <thead> <tr> <th style="width: 45%;">Type of Material</th> <th style="width: 20%;">Unit</th> <th style="width: 35%;">Rate or Price</th> </tr> </thead> <tbody> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Type of Material	Unit	Rate or Price
Type of Material	Unit	Rate or Price											
.....											
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C1.3: PERFORMANCE GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:

Physical Address:

“Employer” means: **Mhlontlo Local Municipality**

“Contractor” means:

“Engineer” means: **Mhlontlo Local Municipality**

“Works” means: **PLANT HIRE FOR MAINTENANCE OF RURAL ROADS**

“Site” means: the land and other places made available by the Employer, for the purposes of the Contract, on, under, over, in or through which the Works are to be executed

“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 (where applicable) or R.....

Amount in words:

“Guarantee Sum” means: The maximum aggregate amount of R

Amount in words:

“Expiry date” means:

CONTRACT DETAILS

The Engineer issues: Interim Payment Certificates, Final Payment Certificate and Certificate of 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 Performance Guarantee up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. 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) calendar 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 the first written demand from the Employer to the Guarantor at the Guarantor's physical address calling upon 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 upon in terms of 5; or
 - 5.2 a provisional of 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 the 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 the 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 the 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 representative (1)

Guarantor's signatory (1)

Capacity

Guarantor's representative (2)

Guarantor's signatory (2)

Capacity

Witness name (1)

Witness signatory (1)

Witness name (2)

Witness signatory (2)

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PART C2: PRICING DATA

- C2.1 Pricing Instructions**
- C2.2 Bill of Quantities**

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PROJECT NO. EQS/PH/RAR/2023-2024

C2.1 : PRICING INSTRUCTIONS

C2.1.1 PREAMBLE TO THE BILLS OF QUANTITIES

C2.1.1.1 The Bill of Quantities forms part of and must be read in conjunction with the Specification and must be submitted, duly completed, on the closing date of the tenders.

C2.1.1.2 Tenders must complete the Bill of Quantities and detail the unit rate and total amount of each item. The "Total" shall constitute the tender price adjudication.

Note:

- i) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- ii) If a Bill of Quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate will be corrected.
- iii) 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 tenderers 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 a Bill of Quantities applies) to achieve the tendered total of the prices.
- iv) A tender offer will be rejected if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described above.

C2.1.1.3 The method of measurement published by the South African Bureau of Standards in Clause 8 of the Standardised Specifications for Civil Engineering Construction is applicable, subject to the variations and amendments contained in the section "Applicable SABS 1200 standardised specifications".

C2.1.1.4 Descriptions in the Schedule/Bills of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Schedule/Bill, the requirements of the Standardised or Scope of Work, as applicable, shall prevail.

C2.1.1.5 The clauses in a specification in which further information regarding the schedule/bill item can be obtained appear under "Reference clause" in the Schedule/Bills of Quantities. The reference clauses indicated are not necessarily the only sources of information in respect of schedule items. Further information and set specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, e.g. G for SABS 1200 G.

C2.1.1.6 Unless otherwise stated, items are measured nett in accordance with the drawings, and no allowance is made for waste.

C2.1.1.7 The quantities set out in the Schedule/Bills of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be

directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

- C2.1.1.8 The prices and rates to be inserted in the Schedule/Bills of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- C2.1.1.9 A price or rate is to be entered against each item in the Schedule/Bills of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Schedule/Bills of Quantities.
- C2.1.1.10 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.
- C2.1.1.11 The units of measurement described in the Schedule/Bills of Quantities are metric units. Abbreviations used in the Schedule/Bills of Quantities are as follows :
- | | | | | | |
|----------------------|---|-----------------------|----------|---|------------------|
| mm | = | millimetre | h | = | hour |
| m | = | metre | kg | = | kilogram |
| km | = | kilometre | t | = | ton (1 000 kg) |
| m ² | = | square metre | No. | = | number |
| m ² .pass | = | square metre-pass | sum | = | lump sum |
| ha | = | hectare | MN | = | MegaNewton |
| m ³ | = | cubic metre | MN.m | = | MegaNewton-metre |
| m ³ .km | = | cubic metre-kilometre | P C sum | = | Prime Cost sum |
| ℓ | = | litre | Prov sum | = | Provisional sum |
| kℓ | = | kilolitre | % | = | per cent |
| MPa | = | MegaPascal | kW | = | kiloWatt |
- C2.1.1.12 The Tenderer must price each item in the schedule of quantities in **BLACK INK**.
- C2.1.1.13 All prices and rates shall exclude value added tax (VAT). The Tenderer shall calculate value added tax and enter it at the end of the summary of the Bill of Quantities.
- C2.1.1.14 "Material Rate" shall include the supply and delivery of all items of material to the site including all incidentals necessary for the completion of each item, plus the profit. The Material Rate shall be exclusive of Tax which is itemised separately in the Bill of Quantities Summary.
- C2.1.1.15 "Labour Rate" shall include the cost of labour, both skilled and unskilled, including supervision and profit required to complete the installation of all material covered by each item. The Labour Rate shall be exclusive of Tax, which is itemised separately in the Bill of Quantities Summary.
- C2.1.1.16 No alteration, erasure or addition is to be made in the text. Should any alteration, erasure or addition be made it will not be recognized and the original working of the Bill of Quantities will be adhered to.
- C2.1.1.17 Items in the Bill of Quantities are deemed to include supply, delivery, installation and connection where appropriate, unless stated to the contrary.
- C2.1.1.18 Provisional sums shall be expended only as directed by the Engineer and any balance remaining shall be deducted from the amount of the contract sum.

All items described as "Provisional" shall be measured as executed and paid for according to prices in the Bill of Quantities, or as quoted by the Contractor for items not included in the Bill. Any unexpected amounts shall be deducted from the amount of the Contract Sum.

No work for which "Provisional" items are provided shall be commenced without written instruction from the Engineer.

C2.1.1.19 The quantities and rates for day work must be regarded as provisional and will only be payable to the Contractor if and when a written order to this effect has been issued.

C2.1.1.20 Provision is made for the addition and pricing of items which the Contractor may deem necessary to price separately for the successful completion of the Works. The total price is thus deemed to be for the complete and functional installation, in accordance with the specifications, drawings and standard practice. Under no circumstances will additional payments therefore be made for any work or material forming part of the installation, which could reasonably have been foreseen at tender stage as being required to complete the Works. (This is not to be confused with additional work which, subject to the approval of the Engineer, may at times become necessary or be requested and for which additional payments will be made.

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C2.2: BILLS OF QUANTITIES

AS PER COLTO STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE WORK 1998, PREPARED BY
THE COMMITTEE OF LAND TRANSPORT OFFICIALS

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1200	GENERAL REQUIREMENTS AND PROVISIONS				
B12.02	Protection of Existing Services	Prov. Sum	1		
B12.03	Handling costs and charges for the Contractor on item B12.02	%	10%		
CARRIED FORWARD TO SUMMARY :					R

1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL				
B13.01	The contractor's general obligations:				
	(c) Time-related obligations	Month	1		
B13.02	Allowance for student training	Prov-Sum	1	432 000	
	Percentage for student training	%	10%		
13.05	Cellphone allowance for Student	Month	36	300	
	Percentage for cellphone allowance for student	%	10%		
CARRIED FORWARD TO SUMMARY :					R

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SECTION 1900

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B1900	DAYWORKS (PROVISIONAL)				
B19.01	Personnel during normal working hours				
	(a) Unskilled labour	hr	1,00	15	
	(b) Semi-skilled labour	hr	1,00	20,0	
	(c) Skilled labour	hr	1,00	35	
	(d) Ganger	hr	1,00	15	
	(e) Flagman	hr	1,00	15	
B19.02	Plant				
	1. Flat bed truck (specify size)	hr	1,00		
	2. Tipper Trucks - 3 to 5 ton capacity	hr	1,00		
	3. Tipper Trucks - more than 5 ton	hr	1,00		
	4. Loader (0.5m³) bucket	hr	1,00		
	5. TLB	hr	1,00		
	6. Excavator (20-30 ton)	hr	1,00		
	7. Grader (AT 140 K or similar)	hr	1,00		
	8. Compactor (Bomag 90 or similar)	hr	1,00		
	9. Water truck (10 000 liters)	hr	1,00		
	10. Dozer (D9 or similar)	hr	1,00		
	12. Tractor-trailer combination (43kw, 3 ton minimum)	hr	1,00		
	13. Suitable truck/but for transporting labourers (30 people minimum)	hr	1,00		
	14. Safety vehicle for pre-marking purposes	hr	1,00		
	15. Compressor (air) including hose and tools (specify)	hr	1,00		
	16. Dewatering pump including generators and accessories (specify)	hr	1,00		
	19. Mobile concrete mixers (specify size)	hr	1,00		
	20. Light delivery vehicle (LDV)	hr	1,00		
	22. Low bed truck (specify size)	hr	1,00		
	30. Grid roller	hr	1,00		
	31. 12 t Smooth roller	hr	1,00		
	32. 12 t Padfoot roller	hr	1,00		
	33. Mobile concrete cutters with mobile electric	hr	1,00		
CARRIED FORWARD TO SUMMARY :					R
		1200		R	
		1300		R	
		1900		R	
		Total		R	
		Add 10% Contingencies		R	
		Sub Total		R	
		Add 15% VAT		R	
		Total		R 0,00	

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PART C3: SCOPE OF WORKS

- C3.1 Description of the Works**
- C3.2 Engineering**
- C3.3 Procurement**
- C3.4 Construction**
- C3.5 Management**
- C3.6 Particular Specification**
- C3.7 Annexes**

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C3.1: DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYER'S OBJECTIVES

The Employer's objective is the successful Civil Engineering PROVISION OF PLANT HIRE FOR MAINTENANCE OF RURAL ACCESS ROADS situated in the Mhlontlo Local Municipality Area.

The Employer desires that the work required for the construction be of a high standard, completed in the shortest practical time whilst making maximum use of local labour and good quality of works.

C3.1.2 OVERVIEW OF THE WORKS

C3.1.3 The project (PROVISION OF PLANT HIRE FOR MAINTENANCE OF RURAL ACCESS ROADS) entails the PROVISION OF PLANT HIRE FOR MAINTENANCE OF RURAL ACCESS ROADS. The works comprises of maintaining all the dilapidated sections for all the access roads excluding layer works.

C3.1.4 EXTENT OF THE WORKS

Work included in this contract involves the execution of the following:

- a) Construction of Low Level Crossings
- b) Borrow to fill,
- c) Cast in situ concrete/stone pitching V-drain where instructed by the Engineer;
- d) Construction of ditch drains
- e) Riprap and gabion construction where instructed by the Engineer;
- f) Construction of Concrete Slabs
- g) Construction of head walls
- h) Road sign installation

Construction methods must be such that no property or life is endangered. The Employer accepts no responsibility for work that is done outside the site boundaries without the Engineer's approval.

The Contractor must program his work in such a way that no construction is to be done during the holiday season and or the Easter weekend as set out in the Contract Data and the compilation of the construction program and any amendments thereto during the course of construction shall be at the cost of the Contractor and shall not be measured elsewhere in this contract.

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C3.2: ENGINEERING

C3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX

Works designed by, per design stage:

Description	Responsible agent
Concept, feasibility and overall process	Employer (Engineer)
Basic Engineering and detail layout to tender stage	Employer (Engineer)
Final design to approved construction stage	Employer (Engineer)
Temporary works	Contractor
Preparation of "as built" drawings	Contractor

C3.2.2 DRAWINGS

The drawings listed below are attached in order to give an overview of the project.

Additional construction drawings will, in terms of Clause 13 of the General Conditions of Contract (2004), be issued to the Contractor by the Engineer/Employer on the commencement date and from time to time as required.

Drawing No. **Title**

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C3.3: PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT PROCEDURES

C3.3.1.1 Requirements

Tenderers wishing to claim preferential procurement points must ensure that they submit the B-BBEE certificate certified copy or original copy.

C3.3.1.2 Resource standard pertaining to targeted procurement

The Targeted Procurement Conditions as set out in Tender Data will be used in the evaluation of tenders.

C3.3.2 EMPLOYMENT TARGETS

Minimum local community employment

Failure to meet any of the following minimum labour-based targets will be penalised.

Employment of local community labour

The maximum possible number of workers is to be employed from the labour lists of the currently unemployed persons in the local community.

To this end the Contractor is required to give preference to the use of local community labour and limit the use of non-local labour to key personnel only.

Local community labour is defined as people who reside in the community and who have been identified by the Local Municipality and whose names appear on the labour list.

Key personnel are defined as supervisors and skilled labourers without whom a specific task cannot be executed. As far as possible these people should impart their management and building skills to individuals within the local workforce who show a keen interest and display a willingness to learn.

Employment of women

30% of the workforce must be women.

Employment of youth

30 % of the workforce must be youth (18 – 35 years of age).

Employment of disabled people

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

Remuneration of local labourers

The minimum wage shall be R120.00 per general labour as set by Mhlontlo Local Municipality design team. The skilled labour rates will be discussed on site by the community and the main contractor.

C3.3.3**WORKER CONTRACTS**

The Contractor will be required to enter into employment contracts with all labourers employed. All Workers Contracts for labourers employed during the month must accompany the Contractor's monthly report. The labourers must have a fixed job description that they must understand and they must acknowledge their production requirements and responsibilities.

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C3.4: CONSTRUCTION

C3.4.1 WORKS SPECIFICATION

C3.4.1.1 Applicable SANS standards

Not applicable

C3.4.1.2 Applicable national and international standards

- a) For the purpose of this Contract the COLTO Standard specifications for Road and Bridge Work 1998, prepared by the Committee of Land Transport official will apply.

- b) The term “project specifications” appearing in any of the COLTO standardised specifications must be replaced with the term “scope of work”.

SCOPE OF WORKS - CONTENTS

PART A: GENERAL

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2. PROJECT DESCRIPTION
3. DRAWINGS
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5. CONSTRUCTION IN CONFINED AREAS
6. CONTRACTOR'S CAMP SITE
7. SECURITY
8. ADDITIONAL REQUIREMENTS FOR CONSTRUCTION
ACTIVITIES
9. PROMOTING SMALL, MEDIUM AND MICRO ENTERPRISES
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PART B: MATTERS RELATING TO THE STANDARD SPECIFICATIONS

1. STANDARD AMENDMENTS TO THE STANDARD SPECIFICATIONS
ISSUED BY COLTO
2. SCOPE OF WORKS REFERRING TO THE STANDARD
SPECIFICATIONS AND ADDITIONAL SPECIFICATIONS
- SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE
AND GENERAL OBLIGATIONS
- SECTION 1400: HOUSING AND LABORATORIES FOR THE
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- SECTION 1500: ACCOMMODATION OF TRAFFIC
- SECTION 1600: OVERHAUL
- SECTION 1700: CLEARING AND GRUBBING
- SECTION B1800: DAYWORK
- SECTION 2100: DRAINS
- SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELLING,
CHUTES AND DOWN-PIPES AND CONCRETE
LININGS FOR OPEN DRAINS
- SECTION 3100: BORROW MATERIALS
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- SECTION 5100: PITCHING, STONEMASONRY AND PROTECTION
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PART B: MATTERS RELATING TO THE STANDARD SPECIFICATIONS (Continues/...)

SECTION 5900: FINISHING THE ROAD AND ROAD RESERVE
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SECTION 6300: STEEL REINFORCEMENT FOR STRUCTURES.....

SECTION 6400: CONCRETE FOR STRUCTURES.....

SECTION 8100: TESTING WORKMANSHIP AND MATERIALS

SCOPE OF WORKS

PART A: GENERAL

1. MISCELLANEOUS

The scope of works form an integral part of the Contract documents and supplement the standard specifications.

In the event of any discrepancy with any part of the standard specifications, the schedule of quantities or drawings, the project specifications shall take precedence.

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

2. PROJECT DESCRIPTION

2.1 Project Description

PROVISION OF PLANT HIRE FOR MAINTENANCE OF RURAL ACCESS ROADS are all around the area of Mhlontlo Local Municipality, Area of the Eastern Cape.

The project (Provision PROVISION OF PLANT HIRE FOR MAINTENANCE OF RURAL ACCESS ROADS) access roads

2.2 Description of the Works

The description of the project contained in this section is merely an outline of the works and shall not limit the works to be carried out under this contract. The estimated quantities for each section of the work to be carried out under this contract are listed in the schedule of quantities bound in this volume.

2.3 Roadworks

The upgrading works will typically include the following:

- (a) Site clearance where instructed by the Engineer.
- (b) Isolated earthworks to vertical alignment to improve ride-ability.
- (c) Remove unsuitable material.
- (d) Supply and erection of road signs.
- (e) Drainage improvement by means of a cast in-situ concrete/stone pitching V-side drain parallel to the concrete pavements/approaches as indicated on the drawings.
- (f) Construct deviations and accommodate traffic.
- (g) Construction of Concrete slabs

2.4 Materials and pavement design

2.4.1 Availability of materials

(a) Natural gravel for fills and pavement layers

Gravel material needed for fill and layerworks will be obtained from identified borrow pits which obtains the necessary permit for mining from the DME.

NOTE: In the Schedule of Quantities no distinction shall be made between material obtained from a commercial source or any other quarry.

(c) Sand for concrete and subsoil

Sand shall be obtained from commercial sources.

(d) Water sources

Water availability shall be negotiated with surrounding farmers, villagers and local authorities. The onus will be on the Contractor to determine the suitability of water for use in construction of the layer works and/or structures.

2.5 Accommodation of traffic

- (a) The Work shall generally be carried out under traffic, but a deviation shall be required at the location as shown on the drawings. The contractor to provide a deviation route or alternatively he can use the existing road and culvert as a deviation as far as possible.

The safety and convenience of the travelling public is to be considered of utmost importance and every effort must be made to ensure that all temporary road signs, cones, flagmen and speed controls are maintained and effective, and that courtesy is extended to the public at all times.

A very high standard of accommodation of traffic sign posting and delineation is required under these conditions. All sign posting shall be by the use of yellow background "Temporary Road Signs" as detailed in Volume 2, Chapter 13, "Roadworks Signing" of the SA Road Traffic Sign Manual (SARTSM), June 1999.

The Contractor shall make use of approved methods to control the movement of all traffic, at the location where he is to work. Before ordering signs, materials, etc. his proposed method of controlling traffic shall be submitted to the Engineer for comment.

It is important that the traffic accommodation installations meet with the approval of the Local Road Traffic Inspectorate. The Contractor shall set up the necessary liaison structures with the Local Road Traffic Inspectorate and provide the Engineer with substantiation that this has been done.

Provision is made for the Contractor to provide and be paid for a Traffic Safety Officer as specified in clause B1502(i) and B15.14 of the Scope of Works. His duties are to see to the safe and effective accommodation of traffic on all sections affected by the Contractor's work for the entire duration of the Contract and any extension thereto, approved or otherwise, including non-working days. He shall also carry out regular inspections, at least twice a day and record in writing the position and condition of all

temporary traffic-control facilities and report these in writing to the Engineer, all as specified in clause B1503 of the Scope of Works.

The Contractor's bid rates for the relevant items in the Schedule of Quantities shall include full compensation for all possible additional costs which may arise from this, and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.

- (b) The travelling public have the right of way on public roads, and the Contractor shall make use of approved methods to control the movements of his equipment and vehicles so as not to constitute a hazard on the road.
- (c) Failure to maintain road signs, warning signs or flicker lights, etc., in a good condition shall constitute reason for the Engineer to bring the Works to a stop until the road signs, etc., have been repaired to his satisfaction.
- (d) The Contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with his approved methods based on the SARTSM.
- (e) The Contractor shall submit his proposal in connection with all signs and accommodation of traffic to the Engineer for comment.
- (f) Where the earthworks alongside the existing road requires blasting, complete closure of the road to traffic for maximum periods of 2 hours during certain days will be allowed for the blasting and clearing of the road. Adequate notice and sign posting warning traffic of closure at all approaches to the area will be required. The Contractor shall submit his proposals in this regard to the Engineer for approval at least three weeks prior to the intended closure.

One-way traffic can be accommodated in half-widths for parts of the road and the need for deviations may only be necessary, where required or as instructed by the Engineer.

3. DRAWINGS

The reduced drawings that form part of the bid document shall be used for bid purposes only.

The successful Contractor will receive three sets of construction drawings. The Contractor shall make any additional prints he may require at his own cost.

Any information in the possession of the Contractor, which the Engineer's Representative requires to complete his "as built" drawings, shall be supplied to the Engineer's Representative before a Certificate of Completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Engineer. The Engineer will supply all figured dimensions omitted from the drawings.

The levels given on structures drawings are subject to confirmation on the Site, and the Contractor shall submit levels to the Engineer for confirmation before he commences any structural construction work. The Contractor shall also check all clearances given on the drawings and shall inform the Engineer of any discrepancies.

4. POWER SUPPLY AND OTHER SERVICES

The Contractor shall make his own arrangements concerning the supply of electrical power, i.e. Eskom connection or generated power, (generators kW capacity to be approved by the Engineer) and all other services. No direct payment will be made for the provision of electrical and other services. The cost thereof shall be deemed to be included in the rates and amounts bid for the various items of work for which these services are required. Also the contractor must take care of existing water pipeline that runs along and across the road.

5. CONSTRUCTION IN CONFINED AREAS

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

However, the Contractor must note that measurement and payment will be in accordance with the specified cross-sections and dimensions only, irrespective of the method used for achieving these cross-sections and dimensions and that the bid rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for additional payment be considered in such cases.

6. CONTRACTOR'S CAMP SITE

6.1 Establishment

The establishment of all labour, plant and materials on Site is the responsibility of the Contractor and all arrangements in this respect are the Contractors' responsibility, however: -

The Contractor must allow for his independent establishment in the Schedule of Quantities.

The Contractor may utilise base camps for the plant from where they can operate to ensure that a minimum of time is expended in travelling to the various work sites. The use of the base camps will be at the Contractor's option.

These base camps must be approved by the Engineer before the Contract begins and this approval must be obtained in writing but must also meet the approval of the local authorities, headmen or residents associations, as well as the Environmental Management Plan with regard to batching plants, bitumen storage areas and plant maintenance areas.

6.2 Communications

The Contractor shall provide and maintain a continuous means of on Site communication between his site supervision staff (i.e. the people responsible for the day to day running of the Contract) and the staff of the Engineer's Representative. The Contractor must provide the Engineer with cellular phones as required which will be paid for under Item B14.03. The provision and use of cellular phones for the Contractor's personnel will be for his own cost.

7. SECURITY

The Contractor shall be responsible for the security of his personnel and constructional plant on and around the Site of the Works and for the security of his camp, and no claims in this regard will be considered by the Employer. The Contractor will also be responsible for the security of the areas around the Engineer's offices and the laboratories.

8. ADDITIONAL REQUIREMENTS FOR CONSTRUCTION ACTIVITIES

8.1 Accommodation of traffic

- (a) The South African Road Traffic Signs Manual (November 1997) must be read in conjunction with Road Note 13. (June 1999).

The placing of warning signs, regulatory signs, information signs, barricades, flagmen etc. shall be to the approval of the Engineer.

The Contractor's bid rates for the relevant items in the schedule of quantities shall include full compensation for all possible additional costs which may arise from this, and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.

- (b) The need to accommodate the traffic safely and with the least amount of inconvenience to the travelling public is necessary throughout the construction period.
- (c) The travelling public shall have the right of way on public roads and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.
- (d) Failure to maintain road signs, warning signs or flashing lights, etc, in a good condition shall constitute ample reason for the Engineer to stop the execution of the works until the road signs, etc, have been repaired to his satisfaction.
- (e) The Contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.
- (f) The Contractor shall submit proposals in connection with directional signs to the Engineer for approval.

8.2 Environmental Management

The Contractor shall be responsible for implementing and managing an Environmental Management Plan in terms of Part C of the Scope of Works.

The Contractor's authorised agent shall report to the Engineer regarding compliance with the conditions as stipulated in the Environmental Management Plan. The Engineer will indicate an Environmental Controller who, in addition to his normal duties, will have direct responsibility for the liaison with the Contractor and the Engineer to ensure the implementation and monitoring of the Environmental Management Plan.

The Contractor shall take the utmost care to minimise the impact of his establishment and other construction activities on the environment and shall adhere to the requirements as set out in Part C of the Scope of Works. The Contractor shall prepare a detailed Method Statement to the Environmental Controller detailing his construction activities and what measures will be implemented to prevent the pollution of streams, rivers and countryside through the spilling of fuels, bituminous binders, sewage from the temporary toilets and other deleterious materials. Where in the opinion of the Engineer, the Contractor has not adhered to these requirements; the Contractor shall rectify the damage at his cost and to the satisfaction of the Engineer.

8.3 Occupational Health and Safety (OHS)

The Contractor shall comply to the OHS Act 1993 (Act 85 of 1993), as well as the specifications contained in Part H of the Scope of Works, including the HIRA (Hazard Identification and Risk Assessment).

8.4 Process and Acceptance Control Testing

A combined laboratory will be established on Site and will perform all the process control and acceptance control testing on this Contract. The procedure for requests for testing, frequency of tests, testing and reporting of results will be finalised by the Engineer on Site in collaboration with the Contractor.

9. PROMOTING SMALL, MEDIUM AND MICRO ENTERPRISES

It is recommended that as much of the construction work as possible be undertaken by Small, Medium and Micro Enterprises (SMME's). For this purpose, SMME's shall be employed wherever possible and feasible for specific selected works.

10. TRAINING

It is recommended that the employees of the Employer and also labourers employed locally shall receive accredited training which shall consist of on-the-job training and formal classroom lectures in order to increase their level of competency and to enhance their ability to secure future employment.

The Contractor will be responsible for normal in-service training of his own permanent employees and he shall allow therefore in his bid rates and prices. Provision is however made in the bid documents for additional special training of employees of the Employer, emerging Contractors and local labour as necessary and for this purpose a provisional sum is provided for training as directed by the Engineer.

Training shall be in accordance with the Construction, Education and Training Authority (CETA), training programmes and as directed by the Engineer. Training shall be done by accredited training personnel and the Contractor shall allow in his programme and bid rates and prices for his employees to attend formal lectures and training sessions during working hours. Salaries paid to workers for hours attending classroom-training sessions during working hours, may be recovered from the amount provided in the Schedule of Quantities for training. Salaries paid to workers for hours spent on-the-job training will not be refunded.

The attendance at and completion of each course by members of the local community must be certified by the CETA and copies of such certificate, are to be submitted to the Engineer.

11. CONTRACT PARTICIPATION GOAL

11.1 Targets

The Employer has determined the minimum Contract Participation Goal for this Contract to be as follows:

The local labour percentage included in Local Resources shall be deemed as 15-30 % for this Contract. Should the Contractor require additional labour, over and above those provided by the Employer, he must employ local labour .

11.2 Weighing factors

Weighing factors, which shall apply in calculating points scored by the Contractor, are summarised in the Appendix to Bid (see Section 8).

12. REPORTING REQUIREMENTS

The Contractor shall, together with the Engineer's Representative, on a monthly basis, draw up and submit to the Engineer a Monthly Progress Report to be delivered at the monthly site meeting.

The Report shall detail:

Progress measured against the approved programme

Value of work done and a cash flow prediction for the remainder of the Contract.

Labour returns as required by the Employer.

Plant Schedule

Occupational Health and Safety report including accident statistics.

Any pending claims

Rain days and other delays

A report from the Community Liaison Officer

Any other reports requested by the Employer or Engineer.

SCOPE OF WORKS

PART B: MATTERS RELATING TO THE SCOPE OF WORKS

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 below, together with additional amendments as set out herein.

1. STANDARD AMENDMENTS TO THE STANDARD SPECIFICATIONS ISSUED BY COLTO

No amendments have been issued.

2. SCOPE OF WORKS REFERRING TO THE STANDARD SPECS. AND ADDITIONAL SPECS.

In certain clauses the Standard Specifications allow a choice to be specified in the Scope of Works 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 Scope of Works. It also contains some additional specifications required for this particular contract.

The number of each clause and each payment item in this part of the Scope of Works 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.

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

B1204 PROGRAMME OF WORK

Insert the following before the first paragraph:

"A network-based programme in accordance with the precedence method shall be provided showing the various activities in such detail as may be required by the Engineer. The programme shall be updated monthly in accordance with the progress made by the Contractor and submitted to the Engineer's supervisory personnel two days before the following site meeting.

Failure to comply with these requirements will entitle the Engineer to apply a programme based on his own assumptions for the purpose of evaluating claims for extension of time for completion of the works, or for additional compensation."

B1207 NOTICES, SIGNS AND ADVERTISEMENTS

Replace the second paragraph with the following:

Two signboards shall be erected and maintained for the duration of the Contract at points to be indicated by the Engineer. Details of the signboards are included in Section 6: Drawings."

Delete the final paragraph and replace with the following:

"All signboards erected in accordance with the drawings or as approved by the Engineer, shall be removed at the same time as the Contractor's dis-establishment. Payment under sub-item 13.01 for the final installment of 15% of the tendered lump sum shall not be made unless all the advertisements, notices and temporary signs have been removed."

B1209 PAYMENT

(b) Rates to be inclusive

In the 3rd line, after the word "quantities", insert "together with the payment of VAT as a separate item,"

Add the following subclause:

"(g) Trade names

Where materials are specified under trade names, tenders must be based on those specified materials. Alternative materials may be submitted as alternative tenders and the Engineer may, after receipt of tenders, approve the use of equivalent materials."

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	CEM 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	-	-	-	-	-	-	-
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	-

Cement Grade	Cement Type	Approximate old product name	New Alpha	New Blue Circle	New NPC	New PPC	New Slag cement
	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	-	-	-
	MC22.5X	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 purposed 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.

SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

B13.01 GENERAL REQUIREMENTS

B1303 PAYMENT

Item **Unit**

(i) B13.01 The Contractor's general obligations

Add the following to subclause (i):

"The tendered sum for subitem 13.01(a) also includes full compensation for the complete relocation of the Contractor's camp or temporary road camps from one road or area to another during the course of the contract.

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 13.01(a), Contractor's General Obligations.

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:

- (ii) Account shall be taken of all time-related items scheduled in Section 1300, 1400 and 1500.
- (iii) 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.
- (iv) Payment will be made only for items for which the unit of measurement is "month"

B1302 (d) COMMUNITY LIAISON OFFICER

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.

Item

Unit

B13.02 Remuneration for Community Liaison Officer (C.L.O) & PSC.....month

- (a) Community Liaison Officers costprovisional sum
- (b) Project Steering Committee cost.....provisional sum
- (c) Handling costs and charges for Contractor percentage (%)

A provisional sum is provided for the cost of community liaison, which will include the salary of the Community Liaison Officer for the duration of the Contract. The Community Liaison Officer may possibly not be required on a full-time basis and this provisional sum will therefore be expended as approved by the Engineer.

A provisional sum is provided for the cost of PSC, which will assist the payment of PSC members for the duration of the Contract or every meeting they are attending.

The percentage tendered for handling costs and charges shall cover all additional costs for the Contractor over and above the sums paid under sub item (a)(b).

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
B13.03 Training Programme	

Add the following new subclause:

- (a) Student in Training costs.....Provisional Sum
- (b) Engineering Skill Training Accredited Programme..... Provisional Sum
- (c) Generic Training Non Accredited Programme..... Provisional Sum
- (d) 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
B13.04 Meeting the requirement of safety legislation.	

- (a) Safety legislation.....lump sum
- (b) Handling costs and charges for Contractor percentage (%)

This item shall provide for the contractor to fulfill the requirements of safety legislation as detailed in Part D of the document”.

Payment shall be effected in four equal payments, the first payment being payable after all the requirements of establishment are met, and the following three payments once the value of works executed reaches 30%,60% and 90% of the project value before consideration of provisional sums, contingencies, escalation and Vat”.

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."

B1502 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)
---	-------------

“Contractor to supply his staff as well as the Engineer’s Representative and laboratory staff with safety jackets.”

Item	Unit
-------------	-------------

B15.12 Temporary culverts Metre (m)

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
B17.01 Clearing and grubbing	hectare (ha)

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 road side 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
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B23.07	Trimming of excavations for concrete-lined open drains	square metre (m²)
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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 150mm or less: | |
| (ii) Compacted to 93% of modified AASTHO density | Cubic metres (m ³) |
| (c) Rock fill (as specified in subclause 3209(c)) | Cubic metres (m ³) |

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), $\ell/m^2/s$	20	3.7 of SABS 0221 – 1988
Mass per unit area (minimum), g/m^2	320	3.4 of SABS 0221 - 1988

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: kilometere (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.)

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

MHLONTLO LOCAL MUNICIPALITY

PROVISION OF PLANT HIRE FOR MAINTENANCE OF RURAL ACCESS ROADS

CONTRACT NUMBER: EQS/PH/RAR/2023-2024

C3.7: ANNEXES

ANNEX

Annex A : Drawings issued for tender

The drawing listed below is attached as a loose drawing in order to give an overview of the project.

MHLONTLO LOCAL MUNICIPALITY
PROVISION OF PLANT HIRE FOR MAINTENANCE OF RURAL ACCESS ROADS
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PART C4: SITE INFORMATION

C4.1 SCOPE

MHLONTLO LOCAL MUNICIPALITY

PROVISION OF PLANT HIRE FOR MAINTENANCE OF RURAL ACCESS ROADS

PROJECT NO. EQS/PH/RAR/2023-2024

C4: SITE INFORMATION

C4.1 SCOPE

The documentation included in this section describes the site as at the time of tender to enable the tenderer to price his tender and to decide upon his method of working and programming.

Only actual information about physical conditions on the site and its surroundings has been included in this section and interpretation is a matter for the tenderers.

C4.2 SOIL CONDITIONS

No claims whatsoever that may arise because of unforeseen ground and subsoil conditions will be considered. It is the responsibility for the Contractor to ascertain for himself the nature of the ground and subsoil as well as the conditions on site.

It is the Contractor's responsibility to supply and deliver all required machinery that complies to the minimum standards as well as for the building and maintaining of access roads to the works on site, haul areas or dumping sites. No additional payment will be applicable to the above-mentioned other than the relevant items in the schedule of quantities.

The project is located in Mhlontlo Local Municipality within O. R. Tambo District Municipality, in all 26 ward within the municipality.

MHLONTLO LOCAL MUNICIPALITY
PROVISION OF PROVISION OF PLANT HIRE FOR MAINTENANCE OF RURAL
ACCESS ROADS

PROJECT NO. EQS/PH/RAR/2023-2024

APPENDIX A
HEALTH AND SAFETY SPECIFICATIONS

MHLONTLO LOCAL MUNICIPALITY
PROVISION OF PLANT HIRE FOR MAINTENANCE OF RURAL ACCESS ROADS
PROJECT NO. EQS/PH/RAR/2023-2024

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

1. Background

In terms of the Construction Regulations [Regulation 4 (1) (a)] of the Occupational Health and Safety Act, No 85 of 1993, the Employer is required to compile an Occupational Health and Safety specification for each of its projects and the Principle Contractor, appointed by the Employer in terms of Regulation 4 (1) (c), is required to prepare an Occupational Health and Safety plan. This plan has to be prepared in terms of Regulation 5 (1) as well as the Employer's Occupational Health & Safety specification. In terms of Regulation 4 (2), the Employer and the Principle Contractor are required to agree on the Occupational Health and Safety Plan before any work may commence.

2. Framework For An Occupational Health And Safety Plan

2.1 Introduction

The Principal Contractor has to demonstrate to the Employer that it has a suitable and sufficiently documented Occupational Health and Safety plan as well as the necessary competencies, experience and resources to perform the construction work safely. The Principle Contractor could be required to submit the following documentation for perusal and verification by the Employer:

- Management structure.
- Quality plan.
- Human resources plan.
- Registered workplace skills plan.
- "Letter of good standing" from the Compensation Commissioner or licensed compensation insurer.
- Proof of Induction and other training of employees.
- Example copy minutes of previous Occupational Health and Safety Committee meetings and copies of Incident Investigation reports.

The following specifications are supplied as a guide only. The Employer's Health and Safety Agent may amend and/or expand on the specifications by means of an addendum to Tender or after the award of the Contract.

2.2 OH&S plan at tender stage

Tenderers shall submit an OH&S plan with their tender document. This shall be a preliminary plan that may be expanded on and finalised after the award of the contract.

The OH&S Plan should be based on the following principles:

- A proper risk assessment of the construction work.
- Pro-active identification of potential hazards and unsafe working conditions.
- Informing and/or training of employees in hazards and risk areas.
- Provision of a safe-working environment and safety equipment.
- Ensuring the safety of sub-contractors through their safety plans.
- Monitoring the health and safety on the construction works on a regular basis.
- Using competent safety officers.

2.3 Contents of An Occupational Health And Safety Plan

2.3.1 Occupational health and safety management programme

- Management of Occupational Health and Safety risks.
- Occupational Health and Safety structures and appointments.
- Programme of Occupational Health and Safety inspections.
- Occupational Health and Safety Representatives.
- Occupational Health and Safety committee.

2.3.2 Communication and management of the work

- Management structure and responsibilities.
- Details of the construction supervision and his appointed assistants.
- Details of the Construction Safety Officer.
- Occupational Health and Safety goals for the project and arrangements for monitoring and review of Occupational Health and Safety performance.
- Arrangements for:
 - Regular liaison between parties on site.
 - Consultation with the workforce.
 - The exchange of design information between the Employer, designers, supervisors and contractors on site.
 - Handling design changes during the project.
 - Selection and control of contractors.
 - The exchange of Occupational Health and Safety information between all contractors.
 - Security.
 - Site induction and on-site training.

- Facilities and first-aid.
- The reporting and investigation of accidents and incidents.
- The production and approval of risk assessments and method statements.
- Site OH&S rules.
- Fire and emergency procedures.
- Reporting to the Employer i.e. results of Occupational Health and Safety inspections, incident and incident investigations and committee meetings.
- Reporting of incidents to the Department of Labour and Compensation insurer where appropriate.

2.3.3 Arrangements for controlling significant site risks

The following are some examples of the arrangements for controlling the most significant site risks:

2.3.3.1 Safety risks

- Services, including temporary electrical installations.
- Preventing employees from falling into excavations, from trucks etc.
- Work with, on or near fragile materials.
- Control of lifting operations.
- The maintenance of plant and equipment.
- Traffic routes and segregation of vehicles and pedestrians.
- Handling and storage of hazardous materials.
- Dealing with existing unstable structures/land.
- Working in confined spaces.
- Working at elevated heights (> 3,0 m).
- Other significant safety risks as and when identified.

2.3.3.2 Health risks

- Working environment (operational sewage treatment works).
- Handling sewage sludge.
- Handling, storage and use of hazardous chemical substances.
- Dust containing cement, silica and other hazardous substances.
- Dealing with contaminated land or material.
- Manual handling.

- Reducing noise and vibration.
- Provision of adequate lighting.
- Ventilation considerations.
- Extreme heat and cold temperature considerations.
- Dealing with HIV/Aids and other illnesses.
- Provision of and maintaining ablution and eating facilities.
- Other significant health risks as and when identified.

2.3.3.3 Special risks

Contractors are to take note of the special risks that may be encountered during the project and to include these special risks in the OH&S plan.

2.3.3.4 Working environment

- Spray from sewage treatment operations.
- Open and unguarded structures containing liquid (sewage).
- Rotating machinery and pumps.

2.3.3.5 Installation work

- Use of electricity may be hazardous in wet conditions.
- Working space may be limited.
- Lifting and placing of heavy equipment.

3. Preparation of An Occupational Health and Safety Operational Reference File/Manual

The Principle Contractor shall open and maintain an OH&S file for the duration of the contract. On completion of the contract the Principle Contractor shall hand the OH&S file to the Employer.

3.1 The following are some of the requirements to be addressed

- Layout, format and content requirements.
- Arrangement for the collection and gathering of information.
- Storage and archiving of all the information.
- Copy to the Client at completion of project.

3.2 Contents of an OH&S file/manual

- OH&S Policy.
- Notice of new project.
- Site start-up.

- Security measures.
- Written designations and appointments.
- Arrangements with contractors/mandataries.
- OH&S rules and procedures.
- Induction.
- OH&S training.
- OH&S promotion.
- OH&S representatives.
- OH&S committees.
- Workplace facilities e.g. ablutions, sheltered eating areas etc.
- Protective equipment.
- Workplace inspections and audits.
- Investigation and reporting of incidents/accidents.
- Mechanical safeguarding.
- Electrical safeguarding.
- Safeguarding against hazardous substances.
- Lifting machinery and equipment.
- Construction vehicles and mobile plant.
- Welding, heating and flame cutting.
- Protection of the environment affected by construction activities.
- Keeping of records in terms of the OH&S Act (85 of 1993).
- General details of construction methods and materials used.
- Details of equipment and maintenance facilities within the structures.
- Maintenance requirements and procedures for structures / equipment / plant.
- Manuals produced by suppliers and specialist contractors, including operating and maintenance procedures and schedules for plant and equipment.
- Details of the location and nature of utilities and services, including emergency and fire-fighting systems.

4. Notice Of Construction Work

The Contractor shall complete Annexure A – Notification of Construction Work of Regulation 3 of the Construction Regulations 2003.

The original shall be forwarded to the office of the Department of Labour closest to the site. A copy of the original must be kept on site at all times.

5. Protection Of The Public

The Contractor shall at all times ensure that his operations do not endanger any member of the public.

As the area is adjacent to a residential area, the Contractor shall take special precautions to prevent public access to the works.