



SAKHISIZWE LOCAL MUNICIPALITY

APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF GRAVEL ROADS AND STORMWATER STRUCTURES IN CALA

4CE or HIGHER

BID NO: DIS/SLM/01/2022/23

Name of Tenderer	_____
Telephone Number	_____
Fax Number	_____
Address	_____
BBBEE Level	_____
Tender Sum	_____
CIDB (CRS) No.	_____
CSD Reg No.	_____

THIS TENDER CLOSSES AT 12H00

AT THE OFFICES OF SAKHISIZWE LOCAL MUNICIPALITY,

ERF 5556 Mthatha Road, CALA, 5455

ON MONDAY 21 AUGUST 2023

NO LATE SUBMISSIONS WILL BE CONSIDERED

SAKHISIZWE MUNICIPALITY

Tel: 045 9311011/ 047 8770034

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SAKHISIZWE LOCAL MUNICIPALITY				
BID NUMBER:	DIS/SLM/01/2022/23	CLOSING DATE:	21/08/2023	CLOSING TIME:
DESCRIPTION	APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF GRAVEL ROADS AND STORMWATER STRUCTURES IN CALA			
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT

PO BOX 5556, MTHATHA ROAD				
CALA				
5455				
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS		TCS PIN:		OR CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes
		<input type="checkbox"/> No		<input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				
SCHEDULE 1: ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	SCHEDULE 2: ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? If yes fill in form B3	
SCHEDULE 3: TOTAL NUMBER OF ITEMS OFFERED			SCHEDULE 4: TOTAL BID PRICE	
SCHEDULE 5: SIGNATURE OF BIDDER			SCHEDULE 6: DATE	
SCHEDULE 7: CAPACITY UNDER WHICH THIS BID IS SIGNED				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT			CONTACT PERSON	
CONTACT PERSON			TELEPHONE NUMBER	
TELEPHONE NUMBER			FACSIMILE NUMBER	
FACSIMILE NUMBER			E-MAIL ADDRESS	
E-MAIL ADDRESS				

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

DATE:

.....

SAKHISIZWE LOCAL MUNICIPALITY

BID NO: DIS/SLM/01/2022/23

**APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF GRAVEL ROADS AND
STORMWATER STRUCTURES IN CALA**

GENERAL TENDER INFORMATION

TENDER ADVERTISED : 11 AUGUST 2023

CIDB CONTRACTOR GRADING : 4CE or Higher

COMPULSORY CLARIFICATION MEETING : 11: 00, 16 August 2023 (compulsory)

VENUE FOR CLARIFICATION MEETING : SAKHISIZWE LOCAL MUNICIPALITY
then proceed to site

CLOSING DATE : 21 August 2023

CLOSING TIME : 12 H 00

CLOSING VENUE : Sakhisizwe Local Municipality,
ERF 5556
Mthatha Road
CALA

INSTRUCTIONS : Bid submission must be submitted in a sealed envelope clearly marked "Bid name and Bid number" containing the Tender Documents (completed in all respects including C.1.1 Form of Offer) plus any additional supporting documentation into the tender box.

SAKHISIZWE MUNICIPALITY

BID NO: DIS/SLM/01/2022/23

APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF GRAVEL ROADS AND STORMWATER STRUCTURES IN CALA

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SAKHISIZWE MUNICIPALITY

BID NO: DIS/SLM/01/2022/23

APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF GRAVEL ROADS AND STORMWATER
STRUCTURES IN CALA

Part T1: Tendering Procedures

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

Bids are hereby invited for the Sakhisizwe Municipality as per the following description:

Bid Notice Number	CIDB Grading	Description	Closing Date	Compulsory Briefing Date	Enquiries
DIS/SLM/O1/2022/23	4CE or Higher	APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF GRAVEL ROADS AND STORMWATER STRUCTURES IN CALA	21 August 2023 @ 12H00 ERF 5556, Umthatha Road, Cala	16 August 2023 @ 11H00 at Sakhisizwe Local Municipality Hall at Offices, Cala.	Technical Queries, Ms. K Nogaga, 047 877 5318, Email:pmu.sakhisizwe@gmail.com SCM enquiries: Ms Y. Tofile: 045 931 10111

The terms of reference are detailed in the bid document.

Bid Documents will be uploaded on eTenders website www.etender.gov.za or www.sakhisizwe.gov.za/tenders and can be downloaded for free.

Compulsory Briefing: A compulsory pre tender briefing will be held on 16 August 2023, the venue will be Sakhisizwe Municipality Offices in Cala Address ERF 5556, Mthatha Road. Representatives of prospective bidders will meet the Employer's Agent and the Employer's representatives at the Sakhisizwe Local Municipality in Cala at 11h00 before proceeding to the site. Participants attending the briefing are to be duly authorized to attend the clarification meeting on behalf of the tendered. No bid documents will be sold at the clarification meeting. Those parties arriving more than 15 minutes after the actual commencement of the briefing will not be allowed to sign the Attendance Register and Returnable Schedule. Prospective tenderers that do not attend the compulsory clarification meeting will not be allowed to tender and will be viewed as non-compliant.

Completed sealed bids and supporting documents, addressed to the Municipal Manager and marked with "APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF GRAVEL ROADS AND STORMWATER STRUCTURES IN CALA" must be deposited in the bid box situated at the Sakhisizwe Local Municipal Offices, ERF 5556, Umthatha Road, Cala, not later than 21st August 2023, @ 12h00 at which the tenders will be opened in Public.

PREFERENCE POINTS CLAIM FORM INTERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022. POINTS WILL BE AWARDED AS FOLLOWS: - Received responsive bids will be evaluated based on the following criteria

- Stage 1 – Functionality
- Stage 2 - Specific Goals:
 - BBEE 20 Points
 - Locality 10 Points

Only Bidders who score 70% or more on stage 1 would be evaluated further and therefore eligible for the award,

FUNCTIONALITY	Weight
STAGE 1 OF EVALUATION= FUNCTIONALITY/ QUALITY	
Functionality	100
Company experience with respect to similar projects with completion certificates	30
Experience & Qualification of Project Team	30
Methodology	30
<ul style="list-style-type: none"> • Schedule of works will get maximum points (10 points) • Availability of key plant and equipment (20 points) 	
Financial status rating	10
Total	100
Bidders are to note that a pre-qualification evaluation will be undertaken. A minimum of 70 points out of 100 must be scored in order to proceed to the financial evaluation.	

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS/ COMPULSORY SUBMISSIONS:

- The Sakhisizwe Municipality Supply Chain Management Policy will apply
- The Sakhisizwe Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid and to award more than one bidder.
- Bids which are late, incomplete, unsigned or submitted by facsimile or electronically will not be accepted.
- All pages must be initialed and signed where necessary failure to do so will lead disqualification .
- Additional annexure(s) is/are accepted only if cross referencing has been done and the page signed .
- Bids submitted are to hold good for a period of 90 days .
- SARS Confirmation pin to be declared in the bid .
- Bidders must be registered with the CIDB in a CE class of construction works. (CIDB CRS numbers to be submitted with tender). .
- Bid documents must remain intact .
- Must provide a Municipal Levy Clearance Certificate/ municipal accounts not older than three months from a municipality where the entity operates (Lease agreements and sworn statements / affidavits are also accepted). .
- Use of Tippex will render the BID - responsive .
- Declaration pages must be fully completed and signed .
- Joint Ventures/consortiums must provide signed copies of such agreements and all other returnable documents for each partner to the JV. .
- All copies must be originally certified and not older than three (3) months. .
- Failure to complete ALL the supplementary information may result in the bid being deemed non-responsive. .
- Sakhisizwe Municipality shall not do business with any person in the service of the state. .
- Bidders must be registered on National Treasury's Central Supplier Database (CSD)

NB: No tenderers will be considered from the persons in the service of the state.

Tenders shall remain valid for a period of 90 days from closing date and No late, faxed, e-mailed or other form of tender rather than physical will be

REQUIRED DOCUMENTS:

Potential bidders are urged to submit the following attachments when submitting their proposals, failure to do so will lead to disqualification.

- F Valid CIDB Contractor Grading (4CE or Higher)
- G Full CSD Report (Not older than one Month)
- H Only the original tender document will be accepted.
- I Fully Completed Tender Forms i.e. Form of Offer, all returnable MBDs (MBD1-9) –Part of the tender document. Return all returnable documents to the employer after completing them in their entirety by writing legibly in non – erasable ink.
- J In the case of partnerships/ consortiums/ joint venture agreement, signed agreement must be submitted with the tender document (attached to **Schedule 2**); and

All parties/partners to the partnership/ consortium/joint venture agreement must be registered on the Central Supplier Database

OBTAINING OF TENDER DOCUMENTS:

Tender documents for this project are downloadable at the municipal website: www.sakhisizwe.gov.za and on eTender portal: <https://etenders.treasury.gov.za/>

TENDER SUBMISSION AND OPENING

Tenders/Proposals must be submitted by hand at Bid Box, ERF 5556 Mthatha Road. 4555.

Bids may only be submitted on the bid document provided by the municipality.

Tenders should be sealed, endorsed on the envelope with:

Bid No.:

Project Name: APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF GRAVEL ROADS AND STORMWATER STRUCTURES IN CALA

CONDITIONS OF ACCEPTANCE:

- F The Municipality is under no obligation to accept any proposal/tender and reserves the right to accept the whole or any part of the proposal/tender. No proposal/tenders will be considered from persons in the service of the state.
- G The bidder or any of its directors/shareholders 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;
- H The bidder has not abused the Employer's Supply Chain Management System; or failed to perform on any previous contract and has been given a written notice to this effect.
- I No late, incomplete, unsigned faxed, couriered, and emailed tenders will be accepted
- J The tender offer submitted shall remain valid, irrevocable and open for written acceptance by the Sakhisizwe Local Municipality for a period of 90 days from the closing date.
- K The award of the tender may be subjected to price negotiation with the preferred tenderers.
- L The municipality reserves the right to extend the tender period by notice in the press and on the municipality's official website www.sakhisizwe.gov.za

NB: Preferred bidders will be required to furnish the municipality with:

- L.3 CK/ Company registration, Certified ID Copies not later than three (03) month
- L.4 Tax Compliance Status PIN
- L.5 Certificate issued by the municipality or any other municipality to which he may be indebted to the effect that he and, in the event of the bidder being a company, also any of its directors, is not indebted to the municipality or any other municipality or municipal entity for rates, taxes and/or municipal service charges which are in arrear for a period more than **three months** and that no dispute exists between such bidder and municipality or municipal entity concerned in respect of any such arrear amounts. Bidders who reside within the Sakhisizwe Local Municipality (SLM) jurisdiction will be verified with SLM Revenue Section.

SAKHISIZWE MUNICIPALITY
BID NO: DIS/SLM/01/2022/23
APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF GRAVEL ROADS AND STORMWATER
STRUCTURES IN CALA

T1.1.1 LOCALITY PLAN: CLARIFICATION MEETING VENUE

Refer to C4.2, page 156

SAKHISIZWE MUNICIPALITY

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APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF GRAVEL ROADS AND STORMWATER STRUCTURES IN CALA

T1.2 TENDER DATA

T1.2.1 Standard Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in of Board Notice 136 of 2016 in Government Gazette No 38960 of 10 July 2016, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za). Annexure F and Table G1 of that notice are reproduced without amendment or alteration for the convenience of tenderers in the following pages:

F.1 GENERAL

F.1.1. Actions

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

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

Note:

- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
- 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

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

F.1.2. Tender Documents

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

F.1.3. Interpretation

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

F.1.3.2. *These conditions of tender, the tender data and tender schedules which are 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 of tender, the following definitions apply:*

*a) **conflict of interest** means any situation in which :*

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

- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration.
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **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 readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a Tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5. **Cancellation and Re-Invitation of Tenders**

F.1.5.1. An organ of state may, prior to the award of the tender, cancel a tender if:

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c)) no acceptable tenders are received.

F.1.5.2. The decision to cancel a tender must be published in the CIDB website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6. **Procurement Procedures**

F.1.6.1. **General**

Unless otherwise stated in the tender data, a contract will, subject to F.3.13 be concluded with the Tenderer who in terms of F.3.11 is the highest ranked or the Tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2. **Competitive Negotiation Procedure**

F.1.6.3. Where the tender data require that the competitive negotiation procedure is to be followed, Tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the Tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of Tenderers shall not apply.

All responsive Tenderers, or not less than three responsive Tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a Tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

At the conclusion of each round of negotiations, Tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after Tenderers have been requested to submit their best and final offer.

Proposal Procedure Using The Two-Stage System

Option 1

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

Option 2

Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive Tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

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

F.2 TENDERER'S OBLIGATIONS

F.2.1. Eligibility

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

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

F.2.2. Cost of Tendering

F2.2.1 *Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.*

F2.2.2 *The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.*

F.2.3. Check Documents

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

F.2.4. Confidentiality and Copyright of Documents

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

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 familiarise 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.*

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

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

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

F.2.11. Alterations to Documents

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

F.2.12. Alternative Tender Offers

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

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.2.12.3 *An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.*

F.2.13. Submitting a Tender Offer

F.2.13.1. *Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, 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 legibly in non-erasable ink.*

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

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

F.2.13.5. *Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". A soft copy of the tender offer on a flash drive shall also be attached to the original copy of the submission. 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 shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.*

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

F.2.14. *Information and Data to be Completed in all Respects*

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

F.2.15. *Closing Time*

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

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

F.2.16. *Tender Offer Validity*

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

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

F.2.16.3. *Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.*

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

F.2.17. *Clarification of Tender Offer after Submission*

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

Note: Sub-clause 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 notarised 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 so 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 Requests from the Tenderer

F.3.1.1. *Unless otherwise stated in the Tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents.*

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

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

F.3.2. Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each Tenderer during the period from the date that tender documents are available until three 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 and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.*

F.3.4.3. *Make available the record outlined in 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 functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.*

F.3.6. *Non-disclosure*

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

F.3.7. *Grounds for Rejection and Disqualification*

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

F.3.8. *Test for Responsiveness*

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

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

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

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

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

F.3.9. *Arithmetical Errors, Omissions and Discrepancies*

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

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

F3.9.2 *The employer must correct the arithmetical errors in the following manner:*

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

H *If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.*

I *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.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.10. Clarification of a Tender Offer

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

F.3.11. Evaluation of Tender Offers

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 them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

I.3.9.1 Method 1: Price and Preference

In the case of a price and preference:

- a) *Score tender evaluation points for price*
- b) *Score points for Specific Goals*
- c) *Add the points scored for price and Specific Goals.*

I.3.9.2 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- a) *Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.*
- b) *No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.*
- c) *Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.*

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million.

- J (a)(i) *The following formula must be used to calculate the points for price in respect of tenders with a rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):*

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

Where

P_s = Points scored for price of tender or offer under consideration;

P_t = Price of tender or offer under consideration; and

P_{min} = Price of lowest acceptable tender or offer

K

The following table must be used to calculate the score out of 20 for Specific Goal:

The 90/10 preference points system for acquisition of services, works or goods with a Rand value above R 50 million

- 1) a)(i) The following formula must be used to calculate the points for price in respect of tenders with a rand value above R 50 000 000 (all applicable taxes included):

$$P = \frac{(P_t - P_{min})}{P_t} \times 100$$

Where

Ps = Points scored for price of tender or offer under consideration;
Pt = Price of tender or offer under consideration; and
Pmin = Price of lowest acceptable tender or offer

J.3.11.6. Decimal Places

Score price, preferences and functionality, as relevant, to two decimal places.

J.3.11.7. Scoring Price

Score the price of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

where:

- N_{FO} is the number of tender evaluation points awarded for the price.
- W_1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.
- A is a number calculated using the formula and option described in Table F1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P/P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m/P$
^a P_m is the comparative offer of the most favourable comparative offer P is the comparative offer of the tender offer under consideration			

J.3.11.8. Scoring Preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

J.3.11.9. Scoring Functionality

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$NQ = W_2 \times S_o/M_s$$

where:

- S_o is the score for quality allocated to the submission under consideration;
- M_s is the maximum possible score for quality in respect of a submission; and
- W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data.

L.5.12. Insurance Provided by the Employer

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

L.5.13. Acceptance of Tender Offer

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

- is not under restrictions, or has principals who are under restrictions, preventing participation in the employer's procurement,
- can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- has the legal capacity to enter into the contract,

- d) *is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,*
- e) *complies with the legal requirements, if any, stated in the tender data, and*
- f) *is able, in the opinion of the employer, to perform the contract free of conflicts of interest.*

F.3.11. Prepare Contract Documents

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

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

F.3.14.2. *Complete the Schedule of Deviations attached to the Form of Offer and Acceptance, if any.*

F.3.15. Complete Adjudicator's Contract

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

F.3.16. Notice to Unsuccessful Tenderers

F.3.16.1. *Notify the successful Tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the Form of Offer and Acceptance before the expiry of the validity period stated in the Tender Data, or agreed additional period.*

F.3.16.2. *After the successful Tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted. The successful tenderer will be notified if no appeals are received.*

F.3.17. Provide Copies of the Contracts

Provide to the successful Tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the Form of Offer and Acceptance.

F.3.18. Provide Written Reasons for Actions Taken

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

F.3.19. Transparency in the procurement process

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

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

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

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

- *Procurement planning process*
- *Procurement method and evaluation process*
- *Contract type*
- *Contract status*
- *Number of firms tendering*
- *Cost estimate*
- *Contract title*
- *Contract firm(s)*

- *Contract price*
- *Contract scope of work*
- *Contract start date and duration*
- *Contract evaluation reports.*

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

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

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

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

Alpha-numerics associated with the Contractor Grading Designations

Table G1: *Contractor grading designations and associated parameters*

Contractor Grading Designation	Tender Value Range designation	Maximum Value of Contract that a Contractor is considered capable of performing (R)
<i>1 (class of construction works)</i>	<i>1</i>	<i>999 999</i>
<i>2 (class of construction works)</i>	<i>2</i>	<i>1 000 000</i>
<i>3 (class of construction works)</i>	<i>3</i>	<i>3 000 000</i>
<i>4 (class of construction works)</i>	<i>4</i>	<i>6 000 000</i>
<i>5 (class of construction works)</i>	<i>5</i>	<i>10 000 000</i>
<i>6 (class of construction works)</i>	<i>6</i>	<i>20 000 000</i>
<i>7 (class of construction works)</i>	<i>7</i>	<i>60 000 000</i>
<i>8 (class of construction works)</i>	<i>8</i>	<i>200 000 000</i>
<i>9 (class of construction works)</i>	<i>9</i>	<i>No limit</i>

TABLE G2: CLASSES OF CONSTRUCTION WORK, sets out detailed description of the various Designations (types) of construction work.

CIDB Class of Construction	
CE	Civil Engineering
EB	Electrical Engineering Work – Building
EP	Electrical Engineering Work – Infrastructure
ME	Mechanical Engineering
GB	General Building
SB	Asphalt Works (Supply and Lay)
SC	Building Excavations, Shaft Sinking and Lateral Earth Support
SD	Corrosion Protection (Cathodic, Anodic and Electrolytic)
SE	Demolition and Blasting
SF	Fire Preventions and Protection Systems
SG	Glazing, Curtain Walls and Shop Fronts
SH	Landscaping and Horticulture Works
SI	Lifts, Escalators and Travellators (installation, commissioning and maintenance)
SJ	Piling and specialized foundations for buildings and structures
SK	Road Marking and Signage
SL	Structural Steel Fabrication and Erection
SM	Timber Buildings and Structures
SN	Waterproofing of basements, roofs and walls using specialist equipment
SO	Water Supply and Drainage for buildings (wet services, plumbing)
SQ	The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel security fencing.

T1.2.2 Variations to the Standard Conditions of Tender

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall take 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 following variations, amendments and additions to the Standard Conditions of Tender shall apply to this tender.

Please note that the word "Client" is used in this document and referred to as "Employer" in the Standard Conditions of Tender document.

Clause No.	Variation, Amendment or Addition
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F.1	General
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F.1.1	Actions
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*Add the following to the end of **Clause F.1.1**:*

The Employer is Sakhisizwe Local Municipality, represented by K. Nogaga
(E-mail: pmu.sakhisizwe@gmail.com)

F.1.2	Tender Documents
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The Tender Document for this Contract comprises the following:

Not issued to Tenderer's, but available from the issuing bodies as applicable:

1. CIDB, "The Standard for Uniformity in Construction Procurement Annex F, Standard Conditions of Tender", Board Notice 136 of 2016 of Government Gazette 38960 of 10 July 2016.
2. GCC 2015 "General Conditions of Contract for Construction Works", Third Edition 2015 published by the South African Institute of Civil Engineering (SAICE)
3. COLTO Standard Specifications for Road and Bridge Works for State Authorities 1998 (Green Book)
4. The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
5. SANS 1921 (2004) Construction and Management Requirements for Works Contracts: Part 6.
6. SANS 1914 (2002): Targeted Construction Procurement: Parts 1 – 6.
7. The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (2022).

VOLUME 1: ISSUED TO TENDERERS:

The Tender

T1: Tendering Procedures

T1.1 to T1.2

T2: Returnable Documents

T2.1 to T 2.22

The Contract

C1: Agreements and Contract Data

C1.1 to C1.8

C2: Pricing Data

C2.1 to C2.2

C3: Scope of Works

C3.1 to C3.8

C4: Site and Other Information

C4.1 to C4.2

VOLUME 2: ISSUED TO TENDERERS

Book of Drawings (as listed in C4.5.4)

F.1.4 Communication and Employer's Agent

Attention is drawn to the fact that verbal information, given by the Employer's Agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employers Agent in writing to tenderers will be regarded as amending the Tender Documents.

The Employer's Agent is: **AFROTEAM CONSULTANTS (Pty) Ltd** (represented by Mr AK Jumira)

Address: Unit 8 CK Business Centre
No 2 Merriman Lusiti Road
Mbuqe
Mthatha 5099

Telephone No:	[067] 699 7058
Cell No.:	[066] 200 4509
Email:	afroteam.eng@gmail.com

F.2 Tenderer's Obligations

F.2.1 Eligibility

A. Construction Industry Development Board (CIDB) Registration

1. Only those tenderers who are registered (as "Active") with the CIDB (at time of tender closing), in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, but not less than **4CE** class of construction work, are eligible to submit a tender offer.

B. Joint Ventures are eligible to submit a tender offer provided that:

1. Every member of the joint venture is registered (as "Active") with the CIDB (at the time of tender closing)
2. The lead partner has a contractor grading designation in the CE class of construction work and has a grading designation of not lower than one level below the required grading designation;
3. The value of work to be undertaken by each partner must be within their CIDB grading limit.
4. The combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations(2016) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4CE class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations:

Designation	Deemed to satisfy joint venture arrangements
3	Three contractors registered in contractor grading designation 2
4	Three contractors registered in contractor grading designation 3
5	Two contractors registered in contractor grading designation 4 One contractor registered in contractor grading designation 4 and two registered in contractor grading designation 3
6	Two contractors registered in contractor grading designation 5 One contractor registered in contractor grading designation 5 and two registered in contractor grading designation 4
7	Two contractors registered in contractor grading designation 6 One contractor registered in contractor grading designation 6 and two registered in contractor grading designation 5
8	Three contractors registered in contractor grading designation 7
9	Three contractors registered in contractor grading designation 8

5. Tenders submitted by joint ventures of two or more firms must be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.
6. The Tenderer, if a Joint Venture, must submit a signed JV Agreement with the tender specific to the tendered Contract and showing clearly the percentage contribution of each partner to the Joint Venture. The value of work to be undertaken by each partner must be within their CIDB grading limit.

C. National Treasury Central Supplier Database Registration

Only Tenderers who are eligible to be registered on the National Treasury Central Supplier (CSD) Database and have provided proof of their registration will be eligible to submit a tender offer. Proof of registration must be in the form of the Tenderers CSD registration number. Tenderers who are not registered are not precluded from submitting bids, but must be registered prior to Contract Award.

In the case of Joint Venture partnerships this requirement will apply individually to each party to the Joint Venture.

Tenderers who wish to register as service providers on the CSD can register online at <https://secure.csd.gov.za/Account/Register>.

D. Attendance of Compulsory Site Briefing

Only Tenderers who have attended the compulsory site briefing and have form A3 "Clarification Meeting Certificate" signed by the Employers agent or his representative will be eligible to submit a tender offer.

E. Time for Completion of the Contract

The time for completion of the contract is stated in sub clause 2.6 of the Contract Data.

F. Tenderer's Tax Clearance Certificate

Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and must submit/append documentary evidence/proof in the form of a valid Tax Clearance PIN Number and/or a valid Tax Number issued by SARS. Failure to provide a valid Tax Clearance PIN number and/or Tax Number will result in the tender being rejected.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance PIN Number and/or Tax Number.

F.2.7 Clarification Meeting

The arrangement for a compulsory clarification meeting is as stated in the Tender Notice and Invitation to Tender.

Tenderers should be represented at the clarification meeting by a person or persons who are suitably qualified and experienced.

F2.10.3 Pricing the Tender Offer

This tender is **NOT** subject to Contract Price Adjustment.

F.2.12 Alternative Tender Offers

No alternative offers will be accepted. This includes offering fixed rates in lieu of Contract Price Adjustment.

F.2.13 Submitting a Tender Offer

F.2.13.2 Return all returnable documents to the Employer after completing them in their entirety. Notwithstanding the format in which the tender documents are issued to Tenderers, no tender offers solely in electronic form will be accepted.

Where additional supporting documentation is provided or required in terms of the Returnable Schedules listed in T2.1:List of Returnable Schedules, this shall be placed in a file labelled "Supporting Documentation", and further labelled in accordance with F2.13.5 of T1.2:Tender Data. The file shall be provided with a Table of Contents matching the relevant items for T2.1 and shall be provided with labelled dividers for each of the corresponding sections wherein the supporting documentation shall be inserted. Failure to comply with these requirements may result in the tender being declared non-responsive.

Notwithstanding any statement in any of the Returnable Schedules listed in T2.1 to the effect that supporting documentation must be attached to the associated Returnable Schedule, the supporting documentation must be placed in the supporting documentation files as stipulated above. The Schedule of Quantities must be fully and correctly filled in in by hand in black ink.

F.2.13.3 Number of copies required is One (1) original {hard copy and soft copy} and one (1) complete copy.

Telephonic, facsimile or e-mailed tender offers will not be accepted. The binding for the original volumes of the Tender Document may be dismantled, but must be submitted in the original format in which they were issued by the Employer."

F.2.13.4 The tender shall be signed by a person duly authorised to do so.

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 the following:

Location of tender box:	SAKHISIZWE LOCAL
MUNICIPALITY Physical address:	ERF 5556 Mthatha Road Cala
Identification details:	BID NO: DIS/SLM/01/2022/23

APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF GRAVEL ROADS AND STORMWATER STRUCTURES IN CALA

F.2.13.6 A two-envelope Procedure as described in **Clause F.3.5** will **not** be followed.

F.2.15 Closing Time

F.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender

F.2.15.2 The tender offer validity period is 120 days.

F.2.15.3 The maximum extension on the tender offer validity period is 90 days.

F.2.16 Clarification of Tender Offer after Submission

A tender may be rejected as non-responsive if the Tenderer fails to provide any clarification requested by the Employer, or confirmation of registration with CIDB within the time for submission stated in the Employer's written request for such clarification or confirmation. A tender may be rejected if the unit rates or lump sums for some of the items in the bills/schedules of quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the Tenderer fails, within the time stated in writing by the Employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged.

F.2.23 Certificates

The Tenderer is required to submit the following certificates with the tender as per requirements of

A. Certificate of Contractor Registration (CIDB)

Certificate of Contractor Registration issued by the Construction Industry Development Board. 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. (Document B1 in Part T2, page 69).

B. Tax Clearance Certificate

Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and shall submit/append documentary evidence/proof in the form of an original or certified copy of valid Tax Clearance Certificate issued by SARS. Failure to provide a valid Tax Clearance Certificate will result in the tender being rejected. (Document B2 in Part T2, page 70).

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.

C. Bargaining Council Certificates

Where applicable, a certificate of compliance issued by the relevant Bargaining Council.

Each party to a Consortium/Joint Venture shall submit separate certificates in the above regard.

D. BBBEE Certificate

Joint Venture shall submit a consolidated BBBEE Certificate of the new Legal Entity.

F.3 The Employer's Undertakings

F.3.1 Respond to Requests from the Tenderer

F.3.1.1 The Employer will 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 tender documents.

F.3.4 Opening of Tender Submissions

The time and location for opening of the tender offers is:

Time : **12 H 00 on 21 August 2023**
Location : **Sakhisizwe Municipality Hall, Cala**

F.3.5 Two-envelope system

*Delete the contents of **Clause F.3.5** and replace with the following:*

F.3.7 Grounds for rejection and disqualification

Tenderers will be disqualified if any if,

- a) Any of the directors/shareholders of the Tenderer is listed on the National Treasury Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business in the public sector
- b) If the Tender has completed the Compulsory Enterprise Questionnaire and the and is considered by the Employer to have conflict of interest which may impact on the Tenderers ability to perform the proposed contract in the best interest of the Employer or potentially compromise the tender process.
- c) If the Tenderer has persons in the state who are not permitted to submit tenders or to participate in the contract"

F.3.8 Test for Responsiveness

Tenders will also be considered non-responsive if:

- a) The Tenderer offer does not meet any one of the eligibility criteria specified in Clause F.2.1.1 as amended.
- b) The Tenderer has not fully and correctly completed the Offer portion of C1.1 Form of Offer and Acceptance i.e. the price has not been completed in words and numbers, the Tenderers details are not completed fully and correctly and the Tenderer has failed to sign the Offer portion of C1.1.
- c) If requested by the Employer during the tender evaluation process, the Tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the Employer's written request.
- d) The Tenderer's price is based on fixed rates in lieu of Contract Price Adjustment.
- e) There are any other material deficiencies whereby the price submitted is not for the identical requirements and scope of work as other correctly completed tenders (such as failing to incorporate the requirements of Addenda where these materially affected the pricing eg where the Notice to Tenderers required additions or replacements of part or all of the Bill of Quantities and the submitted Bill of Quantities does not reflect these changes)."

F.3.11 Evaluation of Tender Offers

F.3.11.1 General

A two stage evaluation process shall be used.

F.3.11.7 Scoring Price

For details of scoring price refer to Returnable Schedule A13: Adjudication of Bids on Points Basis.

F.3.11.8 Scoring Preferences

For details of scoring preference see returnable schedule A17, Preference Points Claim Form in Terms of preferential Procurement Regulations

F.3.11.9 Scoring Functionality

A pre -qualification evaluation will be undertaken based on the breakdown below. Points will be allocated only where the required supporting documentation has been submitted by the tenderer.

DETAILS	Total Max Points	Item Max Points
Criteria 1: Experience of company (30)	30	
3 or more appointment letters, completion certificates and reference letters		30
2 appointment letters, completion certificates and reference letters		20
1 or more appointment letters, completion certificates and reference letters		10
Tenderer has NOT completed a similar project		0
Note: Tenderers should attach Letters of Appointment and Completion Certificates and signed reference letters for completed projects in order to qualify for points for experience in (Schedule A7, page 39) of the Returnable Documents. Similar projects are: Gravel Road and bridge construction/ rehabilitation projects with project value of R900 000 or more completed in the last 5 years or relevant roads and bridge infrastructure projects for any Local, Provincial & National Authority.		
Criteria 2: Experience of Site Personnel (30)		
2.1 Project Manager	10	
If SA has 10 years' experience and has relevant qualifications		10
If SA has 7 years' experience and has relevant qualifications		8
If SA has 5 years' experience and has relevant qualifications		6
If SA has NOT completed similar projects in last 5 years, regardless qualifications		0
Note: The CV and certified copies of Academic Qualifications of the proposed PM must be submitted under "Returnable Documents", (Schedule A9, page 41). (The required minimum qualification for the Project Manager is a Degree/ NQF 7 or better qualification in any of the following disciplines Civil Engineering, Quantity Survey or Project Management)		
2.1 2*Site Agent (SA)	10	
If SA has 10 years' experience and has relevant qualifications (5x2)		10
If SA has 7 years' experience and has relevant qualifications (4x2)		8
If SA has 5 years' experience and has relevant qualifications (3x2)		6
If SA has NOT completed similar projects in last 5 years, regardless of qualification		0
Note: Tenderers must submit profiles of 2 site agents for the project. The total points allocated for site agent shall be split between the two profiles submitted. The CV and certified copies of Academic Qualifications of the proposed site agents must be submitted under "Returnable Documents", (Schedule A9, page 41). (The required minimum qualification for the Site Agents is a National Diploma/ NQF 6 or better in any of the following disciplines Civil Engineering, Quantity Survey or Project Management)		
2.2 2*General Foreman (GF)	5	
If GF has a diploma in civil engineering/ NQF 5 qualification and 10 years' experience and has completed similar projects (2.5x2)		5
If GF has a diploma in civil engineering/ NQF 5 qualification 7 years' experience and has completed similar projects(2x2)		4
If GF has a diploma in civil engineering/ NQF 5 qualification 5 years' experience and has completed similar projects(1x2)		2
If GF has a diploma in civil engineering/ NQF 5 qualification but has NOT completed similar projects in last 3 years, regardless of other experience		0

Note: Tenderers must submit profiles of two foremen for the project. The total points allocated for foremen shall be split between the two profiles submitted. The CV and certified copies of Academic Qualifications of the proposed GF must be submitted under "Returnable Documents", (Schedule A9, page 41).			
2.2 Health & Safety Officer (OHS)		5	
If OHS has a degree/ NQF 7 qualification in safety management or better, 10 years' experience and has completed similar projects			5
If OHS has a diploma/NQF 6 qualification in safety management or better, 7 years' experience and has completed similar projects			4
If OHS has a certificate/ NQF 5 qualification in safety management or better, 5 years' experience and has completed similar projects			3
If OHS has NOT completed similar projects in last 3 years, regardless of other experience			0
Note: The CV and certified copies of Academic Qualifications of the proposed OHS officer must be submitted under "Returnable Documents", (Schedule A9, and page 41).			
Criteria 3: Approach (30)			
Preliminary Program Tenders shall submit a Preliminary Program including the full scope of work described in the work specification and schedule of quantities. The Program should highlight all the planned activities, the sequence of executing the works and the completion timeframes of the activities. The following factors shall be considered;		10	
(i) Logic of sequencing of construction activities, correlation with the cash flow and practicality of completion of timeframes of the respective activities			5
(ii) Method statement			5
Plant and equipment		20	
Note: Full points will be allocated for plant and equipment owned by the Tenderer and which will be available for the project should the Tenderer be successful. If the contractor does not own some or any of the plant listed below, and chooses to hire some or all of the required plant, then the points indicated above will be awarded at 50% of the stated points for any of the relevant items of plant or equipment hired. Points for hire plant will be allocated if an original letter of Intent is attached from a Plant Hire Company.			
Tenderers are to attach log books for plant owned or hired as proof of ownership and latest copy of licence renewal.			
Details of owned and hired plant and equipment are to be entered in (Schedule A10, page 42) of the Returnable Documents			
1 x Grader			4
1 x Water truck			3
4 x 10m ³ Tipper trucks			3
1 x 25t Excavator			2
1 x Grid-roller and 4x4 or 1 x self –propelled vibrator pad-foot roller (15t)			3
1 x Loader (0.50m ³ bucket)			3
1 x Concrete mixer			2
Criteria 4: Financial Resources (10)			
4.1 Financial Status (Bank Ratings)		10	
Note: Tenderers are required to attach a Bank Rating Certificate from a Registered Financial Institution to (Schedule A6, page 38) of the Returnable Documents.			
Undoubted for the amount of your enquiry (Code A)			10
Good for the amount of your enquiry (Code B)			8
Good for the amount quoted, if strictly in the way of business (Code C)			6

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TENDER DATA**

Fair trade risk for the amount of your enquiry (Code D)		4
Figures considered too high (Code E)		2
Financial position unknown (Code F)		0
Occasional dishonours (Code G)		0
Frequent dishonours (Code H)		0
TOTAL POINTS FOR QUALITY	100	

Bidders must score a minimum of 70 points out of 100 in order to proceed to the financial evaluation.

F.3.16**Notification to unsuccessful tenderers**

"If the Supply Chain Management Bid Adjudication Committee has resolved that a tender be accepted, the unsuccessful tenderers shall be notified in writing.

Any Tenderer wishing to exercise their right to appeal must submit their appeal in writing within 14 calendar days of receipt of notification to The Supply Chain Manager, Sakhisizwe Local Municipality. The format of the appeal must:

- f) set out the reasons for the appeal
- g) state in which way the appellant's rights have been affected by the decision
- h) state the remedy sought
- i) be accompanied by a copy of the notification advising the Tenderer of the decision of the Supply Chain Management Bid Adjudication Committee.

If no bona fide appeals have been received within 5 days of the notifications being sent, the successful Tenderer will be notified of Sakhisizwe Local Municipality's acceptance of their bid.

The consideration of appeals and, if necessary, the invalidation of any decision made, shall be dealt with in terms of Sakhisizwe Local Municipality's appeals process."

F.3.17 Provide Copies of the Contracts

*Add the following to the end of **Clause F.3.17**:*

"The number of paper copies of the signed contract to be provided by the Employer is ONE."

T1.2.3 Additional Conditions of Tender

The additional conditions of tender are:

T.1.2.3.1 Compliance with Occupational Health and Safety Act 1993 and Construction Regulations (as amended 2014)

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the latest amended Construction Regulations (2014) issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit with the tender, appended to Schedule B4: Health and Safety Plan in T2.2 Returnable Documents, a detailed Health and Safety Plan prepared in accordance with the Health and Safety Specification (given in in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations).

T.1.2.3.2 Claims Arising after Submission of Tender

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Implementing Agent after the submission of any tender and the Tenderer shall be deemed to have:

- 1) Inspected the Tender Drawings and read and fully understood the Conditions of Contract.
- 2) Read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- 3) visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from the site and made the necessary provisions for any additional costs involved thereby.
- 4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Tender Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the Tenderer must apply to the Employer/Employer's Implementing Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Implementing Agent in respect of errors in any tender due to the foregoing.

T.1.2.3.3 Imbalance in Tendered Rates

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper Balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the Tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the Contract Price.

Should the Tenderer fail to amend the Tender in a manner acceptable to the Employer, the Employer may reject the Tender.

T.1.2.3.4 Community Liaison Officer

Democratically elected village members who in turn have representation on the overall Project Steering Committee (PSC) represents the residents being served by the project. The Contractor will be required to liaise through the CLO for any matters to do with the community. The CLO shall be paid an amount of **R5 800** per month and an additional **R200** per month airtime allowance throughout the contract.

T.1.2.3.5 Labour Intensive Construction / Use of Local Labour

This project qualify as EPWP. The contractor is encouraged to make use of local labour in order to promote labour intensive construction, the labour intensive works to be done under the contract is as stated below:

- Relocation of existing services
- Traffic control
- Packing of gabion stone for gabion walls and mattresses
- Clearance of river course
- Construction of retaining walls
- Construction of storm water drainage structures
- Traffic accommodation
- Installation of road signs
- Installation of guardrails
- Clearing and grubbing
- Roadbed preparation
- General cleaning.

The latest gazetted government labour rate for the Construction industry or the Municipality stipulated rate will to be used in the contract for remuneration of local labour. Currently the Municipality stipulated rate is **R200/day**. It should be noted that this rate is subject to adjustments to take into account inflation and other factors.

All people that will be required to perform the works will have to be trained by Department of Labour prior to the commencement of the project. The target beneficiaries for NSF funded skills development programmes are:

- Unemployed people, of whom, in aggregate, at least 85% should be black; 54% women, and 4% should be people with disabilities
- People who have recently been the victims of natural or social disasters
- Retrenched workers
- Young people
- People engaged in micro or survivalist entrepreneurial activities and currently not registered for the skills development levy.

Part T2: Returnable Documents

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T2.1 List of Returnable Documents	32
T2.2 Returnable Schedules	32-73

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T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete and return documents all returnable documents as listed below as part of his/her tender Submission:

SCHEDULE	DESCRIPTION	PAGE	ATTACHED YES/NO
	Returnable documents required for tender evaluation purposes		
Schedule A	Documents incorporated in this tender document that must be completed and signed by all tenderers		
A1	Clarification Meeting Certificate	33	
A2	Authority To Sign Documents	34	
A3	Certificate or Authority for Joint Ventures	35	
A4	JV Agreement	36	
A5	Preliminary Programme	37	
A6	Bank Rating Certificate	38	
A7	Schedule of Work Experience of Tenderer	39	
A8	Tender's Current Projects and Size of Enterprise	40	
A9	Proposed Key Personnel of Enterprise	41	
A10	Schedule of Construction Plant	42	
A11	Company Registration Documents	44	
A12	ID Copies for Members	45	
A13	Alterations / Amendments by Tenderer	46	
A14	Record of Addenda to Tenderers	47	
A15	Tax Requirements (MBD 2)	50	
A16	Declaration of Interest (MBD4)	52	
A17	Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022 (MDB6.1)	57	
A18	Declaration of Tenderer's Past Supply Chain Management Practices (MBD8)	61	
A19	Certificate of Independent Tender Determination (MBD 9)	63	
A20	Proof of Municipal Account	66	
A21	Form concerning fulfilment of the construction regulations 2014	67	
Schedule B	Additional Documents to be provided by the Tenderer and attached to his/her tender		
B1	CIDB Contractor Registration Certificate	69	
B2	Tax Clearance Certificate & Verification Pin	70	
B3	BBBEE Certificate or Affidavit	71	
B4	Proof of Central Supplier Database (CSD) registration	72	
B5	Letter of Good Standing	73	
Schedule C	Other Documents that will form part of The Contract		
C1.1	Form Of Offer And Acceptance	75	
C1.2	Contract Data	80	
C1.3	Tenderer's Direct Participation of Targeted Labour	86	
C1.4	Tenderer's Direct Participation of Targeted Enterprises	89	
C1.5	Proforma Performance Guarantee	91	
C1.6	Occupational Health And Safety Agreement	94	
C2.1	Pricing Instructions	97	

C2.2	Pricing Data and Bill of Quantities	98	
C3	Scope of Work	118	
C4	Site Information	154	

**NB: TENDERERS MUST COMPLETE THESE DOCUMENTS / DATA SHEETS / FORMS IN
BLACK INK**

T2.2 RETURNABLE SCHEDULES

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APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF GRAVEL ROADS AND STORMWATER STRUCTURES IN CALA

A1. CLARIFICATION MEETING CERTIFICATE

The contractor is expected to email this certificate to the office of the PA after site meeting.

This is to certify that I/We*

of (tenderer)

.....

of (address)

.....

Telephone number

Fax number

Email

on (date)

have examined the Site of the Works and its surroundings for which I/we* am/are* submitting this Tender and have, so far as is practicable, familiarised myself/ourselves* with all information, risks, contingencies and other circumstances which may influence or affect my/our* tender.

*Delete whichever is inapplicable

SIGNED BY PRINCIPAL AGENT ON BEHALF OF SAKHISIZWE MUNICIPALITY:

NAME

SIGNATURE

DATE

SIGNED BY/ON BEHALF OF THE TENDERER:

NAME

SIGNATURE

DATE

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A2. AUTHORITY TO SIGN DOCUMENTS

I/We*, the undersigned, am/are* duly authorised to sign the form of tender on behalf of

.....
by virtue of the Articles of Association/Resolution of the Board of Directors*, of which a certified copy is attached, or

.....
.....

*Delete whichever is inapplicable

1.	<div></div> <div>NAME</div>	<div></div> <div>SIGNATURE</div>	<div></div> <div>DATE</div>
2.	<div></div> <div>NAME</div>	<div></div> <div>SIGNATURE</div>	<div></div> <div>DATE</div>

WITNESSES:

1.	<div></div> <div>NAME</div>	<div></div> <div>SIGNATURE</div>	<div></div> <div>DATE</div>
2.	<div></div> <div>NAME</div>	<div></div> <div>SIGNATURE</div>	<div></div> <div>DATE</div>

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A3. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed only if Tenderer is a joint venture.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorise

Mr/Ms, authorised signatory of the company, close corporation or partnership.....acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature :..... Name :..... Designation :.....
		Signature :..... Name :..... Designation :.....
		Signature :..... Name :..... Designation :.....
		Signature :..... Name :..... Designation :.....

Note:

A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to this Schedule.

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A4. JOINT VENTURE AGREEMENT

Joint Ventures are required to attach a comprehensive joint venture agreement. The agreement should reflect the following information;

- i) Company registration number for each partner
- ii) Authorised signature for each partner
- iii) % share for each partner
- iv) Address for each partner

SIGNED BY/ON BEHALF OF TENDERER:

--

NAME

--

SIGNATURE

--

DATE

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A5. PRELIMINARY PROGRAMME

The tenderer must attach hereto the preliminary programme, cash-flows and proposed methodology

SIGNED BY/ON BEHALF OF TENDERER:



NAME



SIGNATURE



DATE

SAKHISIZWE MUNICIPALITY

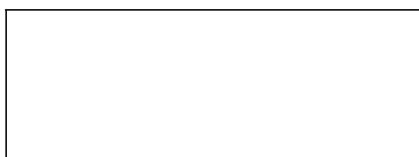
BID NO: DIS/SLM/01/2022/23

APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF GRAVEL ROADS AND STORMWATER
STRUCTURES IN CALA

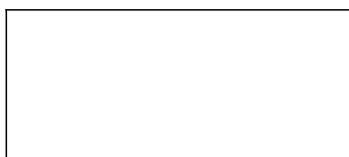
A6. BANK RATING CERTIFICATE

The tenderer must attach hereto the bank rating certificate.

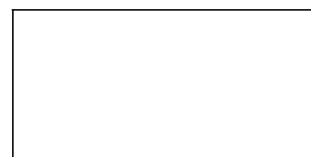
SIGNED BY/ON BEHALF OF TENDERER:



NAME



SIGNATURE



DATE

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APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF GRAVEL ROADS AND STORMWATER STRUCTURES IN CALA

A7. SCHEDULE OF WORK EXPERIENCE OF TENDERER

Tenderers shall insert in the Schedule hereunder details of work successfully carried out by them of a similar nature to that for which their tender is submitted. Failure to complete this Schedule will be taken to indicate that the Tenderer has no experience in this class of work. Tenderers should attach Letters of Appointment and Completion Certificates for completed projects hereto.

COMPLETED CONTRACTS				
Employer (Name, Tel, Fax, Email)	Consulting Employer's Agent (Name, Tel, Fax, Email)	Nature Of Work	Value of Work R(M)	Date Completed
Name: Tel : Fax : Email :				
Name: Tel : Fax : Email :				
Name: Tel : Fax : Email :				
Name: Tel : Fax : Email :				
Name: Tel : Fax : Email :				

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

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APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF GRAVEL ROADS AND STORMWATER STRUCTURES IN CALA

A8. TENDERER'S CURRENT PROJECTS & SIZE OF ENTERPRISE

What was your turnover in the previous financial year? R

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

Tenderers must furnish hereunder details of similar works/service, which they are currently undertaking.

CURRENT PROJECTS			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

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**APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF GRAVEL ROADS AND
STORMWATER STRUCTURES IN CALA**

A9. PROPOSED KEY PERSONNEL

Tenderers shall set out in the Schedule hereunder details of the experience of the Site Agent & General Foreman and also attach herewith their respective CV's detailing experience in work of a similar nature to that for which this Tender is submitted as well as certified copies of their Academic Certificates.

DESIGNATION	NAME	SUMMARY OF		HDI Status Yes/No	NQF LEVEL Certified Yes/No
		QUALIFICATIONS	EXPERIENCE AND PRESENT OCCUPATION		
Project Engineer					
2x Site Agent					
2x General Foreman					
Healthy & Safety Officer					

SIGNED BY/ON BEHALF OF TENDERER:

NAME	SIGNATURE	DATE

APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF GRAVEL ROADS AND STORMWATER STRUCTURES IN CALA

Tenderers shall state below what construction plant will be available for this Contract. The tenderer shall indicate if plant is OWNED or HIRED.

[illegible]

If there is insufficient space above, the tenderer may append additional sheets.

Number of additional sheets appended by the tenderer to this Schedule (If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER:

--

NAME

--

SIGNATURE

--

DATE

SAKHISIZWE MUNICIPALITY
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A11. COMPANY REGISTRATION DOCUMENTS

Tenderers shall attach hereto certified copies of the company registration documents.

NAME

SIGNATURE

DATE

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

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A12. ID COPIES FOR MEMBERS

Tenderers shall attach hereto certified copies of the identity documents of the company director(s).

SIGNED BY/ON BEHALF OF TENDERER:

--

NAME

--

SIGNATURE

--

DATE

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A13. ALTERATIONS / AMENDMENTS BY TENDERER

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

The Tenderer's attention is drawn to Clause F3.8.2 on page 10 of the Standard Conditions of Tender in the Tender Data, regarding the Employer's handling of material deviations and qualifications.

If no deviations or modifications are desired, the Schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE/ITEM	CLAUSE/DESCRIPTION

If there is insufficient space above, the tenderer may append additional sheets.

Number of additional sheets appended by the tenderer to this Schedule (If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

SAKHISIZWE MUNICIPALITY
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A14. 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.		
11.		
12.		
13.		

If there is insufficient space above, the tenderer may append additional sheets.

Number of additional sheets appended by the tenderer to this Schedule (If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER:

--

NAME

--

SIGNATURE

--

DATE

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ASSESSMENT OF BIDDER FORM (request 5 reference letters)

ASSESSMENT OF BIDDER'S PERFORMANCE BY INDEPENDENT REFERENCE

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

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

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

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

Comments

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

OFFICIAL COMPANY STAMP AND SIGNATURE OF OFFICIAL RESPONSIBLE FOR COMPLETING THE ASSESSMENT FORM	
---	--

Commissioner of Oaths to sign as a true reflection

Icertify the above reference letter was taken by
me and the deponent acknowledgement that he/she knows and understand the content of the
signed reference letter which was sworn before me and the deponent's signature was placed
thereon in my presence at on day of
.....2023 atTime

Commissioner of Oaths

.....signature
.....full name
.....
.....
.....address

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A15. TAX REQUIREMENTS (MBD 2)

MBD 2

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING THAT -

1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
2. The attached form "Application for Tax Clearance Certificate (in respect of bidders)", must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of twelve (12) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the original and valid Tax Clearance Certificate may invalidate the bid.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver's Office.

MBD2/ Application for tax Certificate . . .

APPLICATION FOR TAX CLEARANCE CERTIFICATE (IN RESPECT OF BIDDERS)

1. Name of taxpayer / bidder:
2. Trade name:
3. Identification number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
4. Company / Close Corporation registration number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
5. Income tax reference number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
6. VAT registration number (if applicable):

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
7. PAYE employer's registration number (if applicable):

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Signature of contact person requiring Tax Clearance Certificate:

Name:

Telephone number: Code:..... Number:

Address:

.....

.....

DATE: 20 / ____ / ____

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

SAKHISIZWE MUNICIPALITY

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APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF GRAVEL ROADS AND STORMWATER STRUCTURES IN CALA

A16. DECLARATION OF INTEREST (MBD 4)

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.

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

3.8.1 If yes, furnish particulars.

.....

¹MSCM 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.

3.9 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

SIGNED BY/ON BEHALF OF TENDERER:

POSITION

SIGNATURE

DATE

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A.17 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1)

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AS WELL AS THE APPLICABLE PROVISIONS OF THE SUPPLY CHAIN MANAGEMENT POLICY OF THE MUNICIPALITY.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and, therefore, the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 SPECIFIC GOALS	20
Total points for Price and Specific goals	100

1.4 The purchaser, being the College of or any agency, body or the like established by it, reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

2.1 "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

- 2.2** **Historically Disadvantaged Individual” (HDI)** is defined as a South African citizen – 1) who, due to the apartheid policy that was in place, had no voting rights in the national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 100 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) (“the interim Constitution”), and/or 2) who is a woman, and/or 3) who has a disability With the understanding that any person who received South African citizenship on or before the introduction of the interim Constitution, will not be deemed to be HDI
- 2.3** **HDI equity ownership**” refers to the percentage of a partnership or business that is owned by individuals, or in the case of a company, the percentage of shares which is owned by individuals who are actively involved in the management decisions and day to day operational activities of the company or business and who exercises control in the business in relation to their ownership at the close of tender. Where individuals are not actively involved in the management and day to day operational activities of the business and who does not exercise control in relation to the percentage of their ownership, Equity ownership points cannot be awarded
- 2.4** **“Disability”** refers to a person with a permanent physical disability, mental disability, awareness disability, which leads to confinement or disability, or the inability to perform bodily functions in the manner or within the capacity of a normal person, as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act
- 2.5** **Black people who are youth** as defined in the National Youth Commission Act of 1996
- 2.6** **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7** **“A woman”** refers to a female person who is a South African citizen
- 2.8** **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9** **“EME”** means any enterprise with an annual total revenue of R5 million or less;
- 2.10** **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11** **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12** **“non-firm prices”** means all prices other than “firm” prices;
- 2.13** **“person”** includes a juristic person;
- 2.14** **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15** **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16** **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 3. ADJUDICATION USING A POINT SYSTEM**
- 3.1** The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2** Preference points shall be calculated after prices have been brought to a comparative basis taking into account all

factors of non-firm prices and all unconditional discounts.

- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference point for specific goals.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for specific goals, the successful bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where

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

5. Points awarded for Specific goals

- 5.1 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 below as may be supported by proof/ documentation stated in the conditions of this tender:

SPECIFIC GOAL POINTS BREAKDOWN

SPECIFIC GOALS	PREFERENCE POINTS ALLOCATED	BIDDERS CLAIM
Black ownership:	10	
Women ownership:	10	
Youth ownership:	10	
Disability:	10	
Locality	10	
TOTAL	20	

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 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 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 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 the specific goals for 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 the 80/20 preference point system is applicable, corresponding points must also be indicated as such.)(Note to tenderers: The tender must indicate how they claim points for each preference point system)

SPECIFIC GOALS	PREFERENCE POINTS ALLOCATED OUT OF 20	DOCUMENTATION TO BE SUBMITTED BY BIDDERS TO VALIDATE THEIR CLAIM FOR POINTS
Black ownership: An EME or QSE which is at least 51% owned by black people	10	<ul style="list-style-type: none"> CIPC (Company registration) CSD report clearly indicating the percentage shareholding of all owners, (the ownership status of the 2 documents must correspond in order to be awarded points)
Women ownership: An EME or QSE which is at least 51% owned by women	10	<ul style="list-style-type: none"> CIPC (Company registration) CSD report clearly indicating the percentage shareholding of all owners, (the ownership status of the 2 documents must correspond in order to be awarded points)
Youth ownership: An EME or QSE which is at least 51% owned by youth (up to 35 years of age)	10	<ul style="list-style-type: none"> CIPC (Company registration) CSD report clearly indicating the percentage shareholding of all owners, (the ownership status of the 2 documents must correspond in order to be awarded points)
Disability: An EME or QSE which is at least 51% owned by people with disability	10	<ul style="list-style-type: none"> CIPC (Company registration) CSD report clearly indicating the percentage shareholding of all owners, (the ownership status of the 2 documents must correspond in order to be awarded points) Medical certificate SASSA registration or confirmation of disability from a relevant authority.
Locality: Located in the Eastern Cape	10	<ul style="list-style-type: none"> Municipal rates account OR Letter from councilor confirming residence or Lease Agreement
Non – submissions	0	<ul style="list-style-type: none"> No points will be claimed if the bidders failed to submit the required documents

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number: Stand

Number:.....

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

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

WITNESSES

1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

BID NO: DIS/SLM/01/2022/23

APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF GRAVEL ROADS AND STORMWATER STRUCTURES IN CALA

A18. DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

- 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 as a company or person 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 National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No I o
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)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes	No I o
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	No I o

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 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

SAKHISIZWE MUNICIPALITY
BID NO: DIS/SLM/01/2022/23

APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF GRAVEL ROADS AND STORMWATER
STRUCTURES IN CALA

A19. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (MBD 9)

1. This Municipal Bidding Document must form part of all tenders¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive 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 TENDER DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf ofthat:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c)) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

SAKHISIZWE MUNICIPALITY

BID NO: DIS/SLM/01/2022/23

APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF GRAVEL ROADS AND STORMWATER STRUCTURES IN CALA

A20. PROOF OF MUNICIPAL ACCOUNT

The tenderer shall attach hereto proof of municipal accounts not older than 3 months for the business as well as the directors of the company, in the form of either a municipal account statement or a letter from the property owner as well as the municipal account of the landlord if renting. The letter should state that rent is paid up to date and indicate whether municipal accounts are included in the rent. The letter should not be older than 3 months.

The following documents will not be accepted; Telkom statement, Eskom statement or proof of residence signed by a ward Councilor.

SIGNED BY/ON BEHALF OF TENDERER:

--

NAME

--

SIGNATURE

--

DATE

SAKHISIZWE MUNICIPALITY
BID NO: DIS/SLM/01/2022/23

APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF GRAVEL ROADS AND STORMWATER STRUCTURES IN CALA

A21. FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS 2014

In terms of regulation 4(3) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated 07 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

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

YES	
NO	

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

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - specify:	

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

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

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

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

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

.....

.....

.....

.....

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

(Tick)

YES	
NO	

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

SAKHISIZWE MUNICIPALITY
BID NO: DIS/SLM/01/2022/23
APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF GRAVEL ROADS AND STORMWATER
STRUCTURES IN CALA

B1. CIDB CONTRACTOR REGISTRATION CERTIFICATE

A Certificate of Contractor's Registration issued by the Construction Industry Development Board (CIDB) shall be attached to this page.

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.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

SAKHISIZWE MUNICIPALITY
BID NO: DIS/SLM/01/2022/23
APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF GRAVEL ROADS AND STORMWATER
STRUCTURES IN CALA

B2. TAX CLEARANCE CERTIFICATE & VERIFICATION PIN

The tenderer shall attach hereto a valid Tax Clearance Certificate and a valid Tax Clearance PIN Number from the South African Revenue Service (SARS).

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate, or a valid Tax Clearance PIN Number.

NAME

SIGNATURE

DATE

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

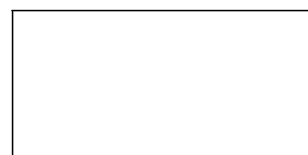
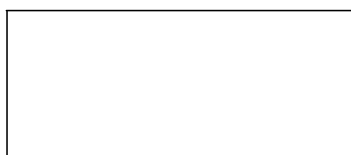
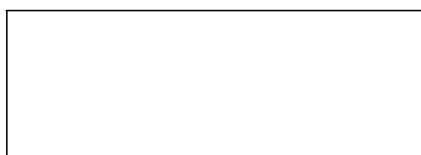
DATE

SAKHISIZWE MUNICIPALITY
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APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF GRAVEL ROADS AND STORMWATER
STRUCTURES IN CALA

B3. B-BBEE CERTIFICATE / AFFIDAVIT

The tenderer must attach hereto a B-BBEEE Certificate issued by an authorized body as per the Preferential Procurement Regulations. Alternatively, qualifying enterprises can submit a sworn affidavit declaring their B-BBEE status. Joint ventures are required to submit a consolidated certificate for the entity.

SIGNED BY/ON BEHALF OF TENDERER:



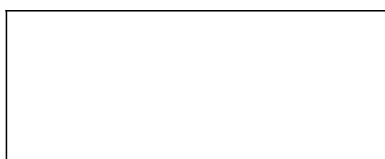
NAME	SIGNATURE	DATE
------	-----------	------

SAKHISIZWE MUNICIPALITY
BID NO: DIS/SLM/01/2022/23
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STRUCTURES IN CALA

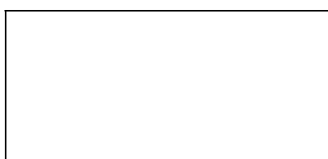
B4. PROOF OF CENTRAL SUPPLIER DATABASE REGISTRATION

The tenderer must attach hereto the Central Supplier Database (CSD) registration detailed report.

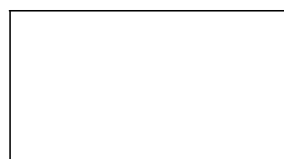
SIGNED BY/ON BEHALF OF TENDERER



NAME



SIGNATURE



DATE

SAKHISIZWE MUNICIPALITY
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STRUCTURES IN CALA

B5. LETTER OF GOOD STANDING

The tenderer must attach hereto the Letter of Good Standing issued by the Department of Labour.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

Part C1: Agreements and Contract Data

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C1.4 Tenderer's Direct Participation of Targeted Enterprises	89
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C1.1. Form of Offer and Acceptance Offer

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

BID NO: DIS/SLM/01/2022/23
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STRUCTURES IN CALA

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

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

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

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

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

SIGNED ON BEHALF OF/BY THE TENDERER:

--

NAME

--

SIGNATURE

--

CAPACITY

--

DATE

Name and address of Organisation:

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

SIGNED BY WITNESS:

--

NAME

--

SIGNATURE

--

DATE

Acceptance

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

The terms of the contract are contained in:

- Part C1: Agreement 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 Returnable Documents as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this schedule which must be duly signed by the authorised representative(s) of both parties.

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now Contractor) within five 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.

SIGNED ON BEHALF OF/BY THE EMPLOYER:

NAME

SIGNATURE

CAPACITY

DATE

SAKHISIZWE LOCAL MUNICIPALITY

P O BOX 26

CALA

5455

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
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, become 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
.....
.....
.....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Returnable Documents, 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.

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

SIGNED ON BEHALF OF/BY SAKHISIZWE MUNICIPALITY:

NAME

SIGNATURE

CAPACITY

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

SAKHISIZWE MUNICIPALITY
BID NO: DIS/SLM/01/2022/23
APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF GRAVEL ROADS AND STORMWATER
STRUCTURES IN CALA

CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the (day) of (month) (year)

at (place)

SIGNED ON BEHALF OF/BY THE CONTRACTOR:

NAME

SIGNATURE

CAPACITY

SIGNED BY WITNESS:

NAME

SIGNATURE

SAKHISIZWE MUNICIPALITY
BID NO: DIS/SLM/01/2022/23
APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF GRAVEL ROADS AND STORMWATER
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C1.2. Contract Data

Part 1: Contract Data Provided by the Employer

GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

General Conditions of Contract for Construction Works (Third Edition, 2015)

Prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and form the General Conditions of Contract for this contract. Copies of these Conditions of Contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, email: civilinfo@saice.org.za.

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Employer's Agent.

The General Conditions of Contract 2015 makes references to the Contract Data for specific data, which, together with these conditions, collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Specific Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

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

CONTRACT SPECIFIC DATA

The following Contract specific data are applicable to this Contract:

Clause 1.1.1.13: Defects Liability Period

The defects liability period is a period of 12 months, measured from the date of the Certificate of Completion.

Clause 1.1.1.14: Due Completion Date

The date for achieving Practical Completion is a date **Six (6) months** after the Commencement Date.

Clause 1.1.1.15: Employer

The **Employer** is Sakhisizwe Local Municipality represented by Ms K Nogaga and/or such person or persons duly authorized thereto by the Employer in writing, and the legal successors in title of this person and is referred to in this Contract Document as "Employer".

Clause 1.1.1.16: Employer's Agent

The **Employer's Agent**, referred to in the documents, is the firm of Consulting Employer's Agents, Afroteam Consultants (Pty) Ltd Acting through a Director, an Associate or an official authorized thereto in writing.

The name of the Employer's Agent is: AFROTEAM CONSULTANTS (Pty) Ltd or their successors duly appointed by the Employer.

Clause 1.1.1.26: Pricing Strategy

The Pricing Strategy is Re-measurement Contract.

Clause 1.1.1.28: Scope of Work

Replace with the following:

"Scope of Work" means the document(s) containing the Standard Specifications, the Project Particular Specifications

and the Drawings, that specify and describe the Works which are to be provided, and any other requirements and constraint relating to the manner in which the work is to be carried out.

Clause 1.1.1.34: Writing

Add the following Clause after Clause 1.1.1.34

1.1.1.35 "Drawings" means all drawings, calculations and technical information forming part of the Tender Documents (other than information contained in the Specifications) and any modifications thereof or additions thereto from time to time approved in writing by the Employer's Agent or delivered to the Contractor by the Employer's Agent.

Clause 1.2.1.2: Notices

The name of the Employer is : SAKHISIZWE LOCAL MUNICIPALITY
The address of the Employer is : P O Box 26 Mthatha Road, Cala, 5455
The name of the Employer's Agent is : AFROTEAM CONSULTANTS (Pty) Ltd
The address of the Employer's Agent is : UNIT 8 CK BUSINESS CENTRE MTHATHA 5099

Clause 1.3.5: Contractor's Copyright

No part of any document or drawings issued with this enquiry may be copied, photographed or repeated in any manner or by any process without the written consent of the Employer's Agent. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes contained in the documents and drawings.

The person, firm, or body to whom these documents are issued or made available shall be held jointly and severally responsible in their personal and corporate capacities for any contravention of the requirements of Clause 1.3.5. The recipients of these documents shall treat the documents as well as the details contained herein as private and confidential.

Clause 3.2.3: Employer's Approval Required

The Employer's Agent is required to obtain the specific approval of the Employer before executing any of the following functions or duties:

1. Providing consent for subcontracting part of the contract in terms of Clause 4.4.
2. The issuing of an instruction to accelerate progress in terms of Clause 5.7.3.
3. Granting permission to work during non-working times in terms of Clause 5.8.1.
4. Suspend the progress of the works in terms of Clause 5.11.2.
5. The reduction of a penalty for delay in terms of Clause 5.13.2.
6. Issuing of instructions to carry out work on a daywork basis in terms of Clause 6.4.1.4.
7. The determination of additional or reduced costs arising from changes in legislation in terms of Clause 6.8.4.
8. The agreeing of the adjustment of the sums for general items in terms of Clause 6.11.
9. Authorizing the Contractor to repair and make good excepted risks in terms of Clause 8.2.2.2.

Clause 4.3: Legal Provisions

- 4.3.3 The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (No. 85 of 1993) and the Construction Regulations promulgated thereunder, as well as any further requirements stipulated in this contract document.
- 4.3.4 The Contractor shall provide proof to the Employer, within 14 days of the Commencement Date, that he/she has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993).

Clause 5.3: Commencement of Works

The Contractor shall commence executing the Works within 14 days from the Commencement Date.

Notwithstanding the above, the Contractor will not be permitted to commence executing the Works before the Form of Guarantee and required insurances and other specified items have been submitted and approved.

Clause 5.4: Access to the Site

5.4.4 The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his/her own cost any additional facilities outside the Site required by him/her for the purposes of the Works.

Clause 5.6.1: Programme of Works

The Contractor shall deliver the programme of work within 14 days of the Commencement Date. The programme shall clearly show the order in which the Contractor proposes to carry out the work, including the critical path, the proposed rate of progress and a linked cash flow forecast. The programme shall be updated monthly.

Clause 5.8: Non-Working Times

The special non-working days is Saturday, Sunday, the days falling in the year-end break and all gazetted public holidays falling outside the year end break.

The year-end break commences on **15 December 2023** and ends on **10 January 2024**.

Clause 5.9: Instructions

5.9.8 Tender Drawings shall be used for tender purposes only and shall not be used for construction.

The Employer's Agent shall have full power and authority to supply to the Contractor from time to time during the progress of the Works copies of such further drawings and such instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the Works, which the Contractor shall carry out and be bound by.

Clause 5.12.2.2: Extension of Time

Regardless of the cause of any delay an extension of time will only be considered if it can be shown that the activity delayed is on the critical path indicated on the Programme of Works (Clause 5.6.1).

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

The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts work on the critical path.

January	7 days	May	2 days	September	3 days
February	6 days	June	1 days	October	6 days
March	6 days	July	2 days	November	7 days
April	3 days	August	3 days	December	7 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 Employer's Agent such extension of time will be added to the Time for Completion or set against any over-provision that may have occurred in the abovementioned schedule.

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

Clause 5.12.3: Adjustment to General Items

The cost of time related general items will be calculated on the basis of the number of days in Clause 5.8.

Clause 5.13.1: Penalty for Delay

The penalty for failing to complete the Works on time is **R 6150.00** per calendar day.

Clause 6.2: Security

The Deed of Guarantee is to be delivered to the Employer within 14 days of the Commencement Date.
The Proforma Performance Guarantee shall be worded as set out in the document included in C1.5.
The liability of the guarantee shall be for 10% of the Contract Price.

Clause 6.8.2: Contract Price Adjustment

The Contract Price shall not be subject to contract price adjustment.

Clause 6.10.1.5: Interim Payments – Materials on Site

The percentage advance on materials on site but not yet built into the Permanent Works is 80% (eighty percent).

Clause 6.10.3: Retention Money

The percentage retention on the amounts due to the Contractor is 10% (ten percent). The limit of retention is 5% of the Contract Price, including allowances for contingencies and Contract Price Adjustment.

A guarantee in lieu of retention is not permitted.

Clause 6.10.5: Payment of Retention Money

The full limit of the retention money shall become due and paid to the Contractor when the Employer's Agent shall have issued a Certificate of Completion in terms of Clause 5.14.4

Clause 8.6.1: Insurances

Clause 8.6.1.1.2

The value of the materials supplied by the Employer to be included in the insurance sum is R0.00 -Nil.

Clause 8.6.1.1.3

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R0.00 -Nil.

Clause 8.6.1.3

The limit of indemnity for liability insurance is R10 000 000.00 for any single claim – the number of claims to be unlimited during the construction.

Clause 8.6.1.5: Additional Insurance

Additional Insurance is required for the following:

- a) Insurance of Construction Plant and Equipment (including tools, offices and other temporary structures and contents) and all other items (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
- b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993.
- c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
- d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.

- e) The insurance policy held by the Contractor shall cover "wet risks" because a portion of the works will be in the confines of an existing river and storm water channel.
- f) Professional Indemnity Insurance providing cover in an amount of not less than R10 000 000.00 in respect of each and every claim. This insurance shall remain in force after completion of this contract for a period of not less than 1 (one) year.

Clause 8.6.6: Proof of Payment

The contractor shall within 14 days of the Commencement Date provide the Employer/Employer's Agent the relevant policy or policies of insurance.

Clause 9.2.1: Termination by the Employer

The employer shall terminate the contracts if;

- 9.2.1.3.8 The Contractor fails to provide the required Guarantee and insurances within the prescribed time.
- 9.2.1.3.9 The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.
- 9.2.1.3.10 An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.

Clause 10.5 and 10.6: Dispute Resolution

Dispute resolution shall be by ad-hoc adjudication.

ADDITIONAL CONDITIONS OF CONTRACT

The additional Conditions of Contract are:

Clause 11: Contractor to Provide Everything Necessary

The Contractor is to provide all labour, material, workmanship, machinery and everything which is or may be necessary in and for the execution and entire completion of the Contract in accordance with the Conditions of Contract, Drawings and Scope of Work.

Clause 12: Details to be Confidential

The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without prior written consent of the Employer's Agent.

Part 2: Data Provided by the Contractor

Clause 1.2.1: Delivery of Notices

The name of the Contractor is

The address of the Contractor is

Physical Address

Postal Address

.....

.....

.....

.....

.....

.....

.....

.....

Telephone:

Fax:.....

Email:

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

SAKHISIZWE MUNICIPALITY
BID NO: DIS/SLM/01/2022/23
APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF GRAVEL ROADS AND STORMWATER STRUCTURES IN CALA

C1.3. Tenderer's Direct Participation of Targeted Labour

Applicable Standard Specification

The applicable Standard Specification is SANS 1914 – Part 4 (2002): Targeted Construction Procurement: Participation of targeted enterprises and targeted labour (local resources).

1. Definitions

With reference to clause 2 of SANS 1914-4, the following definitions shall apply to this schedule:

1.1 Targeted Labour

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

1.2 Target Group

For this project the contract does not specify the target group based on gender, age or disability. However, specifically excluded from the Target Group is the contractor's own staff unless such staff are also from the Target Area. The minimum duration of employment for local labour is 3 months.

1.3 Target Area

For this project, the target area is defined as Cala.

1.4 Labour Maximisation

Labour maximisation shall contribute a minimum of **10%** of the value of works (excluding the value of work carried out by any specialist subcontractors for which there are no suitable targeted enterprises available).

Labour Intensive Construction / Use of Local Labour

This project qualifies as EPWP. The contractor is encouraged to make use of local labour in order to promote labour intensive construction, the labour intensive works to be done under the contract is as stated below:

- Relocation of existing services
- Construction of stone pitched drains
- Installation of subsurface drainage system
- Construction of masonry storm water inlet and outlet structures
- Traffic accommodation
- Installation of road signs and road markings
- Land scaping and general cleaning

The minimum labour rate as specified by the relevant government departments will be used.

All people that will be required to perform the works will have to be trained by Department of Labour prior to the commencement of the project. The target beneficiaries for NSF funded skills development programmes are:

- Unemployed people, of whom, in aggregate, at least 85% should be black; 54% women, and 4% should be people with disabilities
- People who have recently been the victims of natural or social disasters
- Retrenched workers
- Young people
- People engaged in micro or survivalist entrepreneurial activities and currently not registered for the skills development levy

2. Conditions associated with the granting of preferences

The tenderer, undertakes to:

- 1) Engage one or more targeted labour in accordance with the provisions of the SANS 1914-4 as varied in section 3 hereunder;
- 2) Maximise labour-intensive practices for targeted enterprises as per EPWP.
- 3) Accept the sanctions set out in Section 2 below, should such conditions be breached;
- 4) Complete the Targeted Labour (CPG) calculation form contained in Section 4 below; and
- 5) Complete the Supporting Contract Participation Goal Calculation contained in Section 6 below.

3. Variations to the targeted construction procurement specification SANS 1914-4

The variations to SANS 1914-4 are set out below. Should any requirements of the variations conflict with requirements of SANS 1914-4 the requirements of the variations shall prevail.

3.1 Clause 3.3 Contract Participation Goal Credits

Calculations of the contract participation goals shall be based as a % of labour costs of the Net Amount (NA) and not as calculated in accordance with Methods 1 or 2 in Annexure A of SANS 1914-4.

4. Sanctions

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

$$P = 0,50 \times (D - D_0) \times NA$$

Where D = tendered Contract Participation Goal percentage.

D_0 = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the contract.

NA = Net Amount (actual contract expenditure, adjusted to exclude non-applicable expenditure such as expenditure specified by the Engineer for items with no local labour content and specialist contractors excluding VAT)

P = Rand value of penalty payable

5. Tender Contract Participation Goal in respect of targeted labour

I/We hereby tender a Contract Participation Goal of% (minimum: **10%**) in compliance with the Employer's Socio-Economic Requirements.

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

Signature:

Name:

Duly authorized to sign on behalf of:

.....

Telephone:.....

Fax:.....

6. Supporting Targeted Labour (CPG) calculation

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

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

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

SAKHISIZWE MUNICIPALITY

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APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF GRAVEL ROADS AND STORMWATER STRUCTURES IN CALA

C1.4. Tenderer's Direct Participation of Targeted Enterprises

Applicable Standard Specification

The applicable Standard Specification is SANS 1914 – Part 4 (2002): Targeted Construction Procurement: Participation of targeted enterprises and targeted labour (local resources).

1. Definitions

With reference to clause 2 of SANS 1914-4, the following definitions shall apply to this schedule:

1.1 Targeted Enterprise

Targeted Enterprises are those majority Black-owned SMMEs whose primary area of operation is within the Sakhisizwe Local Municipality boundary. Where there are no suitable targeted enterprises within Sakhisizwe Local Municipality boundary that can be engaged to supply particular goods and services required a suitable majority Black-owned SMME whose primary area of operation is within the Chris Hani District Municipality boundary will be accepted as a targeted enterprise.

2. Conditions associated with the Contract Participation Goals (CPG)

The tenderer undertakes to:

- 1) Appoint targeted enterprises to undertake a minimum of **30 %** of the value of works (excluding the value of work carried out by any specialist subcontractors for which there are no suitable targeted enterprises available).
- 2) Maximise labour-intensive practices for targeted enterprises as per EPWP.
- 3) Deliver to the Employer, within 5 working days of being requested in writing to do so, a targeted Enterprise Declaration Affidavit in respect of all Targeted Enterprises engaged at prime contract level to satisfy Contract Participation Goal undertakings;
- 4) Accept the sanctions set out in Section 4 below should such conditions be breached.

3. Variations to the targeted construction procurement specification SANS 1914-4

The variations to SANS 1914-4 are set out below. Should any requirements of the variations conflict with requirements of SANS1914-4 the requirements of the variations shall prevail.

3.3 Clause 3.3 Contract Participation Goal Credits

Calculations of the contract participation goals shall be based as a % of targeted enterprise costs of the Net Amount (NA) and not calculated in accordance with Methods 1 or 2 in Annexure A of SANS 1914-4.

4. Sanctions

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

$$\begin{aligned} \text{Where } P &= 0,50 \times (D - D_o) \times NA \\ D &= \text{Tendered Contract Participation Goal percentage.} \\ D_o &= \text{the contract participation goal which the employer's representative based on the credits passed, certifies as being achieved upon completion of the contract.} \\ NA &= \text{Net Amount (actual contract expenditure, adjusted to exclude non-applicable expenditure such as specialist subcontractors, expenditure specified by the Employer's Agent for items with no local labour content and specialist contractors excluding vat)} \\ P &= \text{Rand value of penalty payable} \end{aligned}$$

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C1.5. Proforma Performance Guarantee

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor: _____ means:

Physical
address: _____

"Employer" means: SAKHISIZWE LOCAL

MUNICIPALITY "Contractor"
means: _____

"Employer's Agent" means: AFROTEAM CONSULTANTS (Pty) Ltd

"Works" _____ means:

"Site"
means: _____

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

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

Amount _____ in
words: _____

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

Amount _____ in
words: _____

"Expiry
means: _____ Date"

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Employer's Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer's Agent 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 Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3. A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1. the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2. a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3. the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his/her affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his/her release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa, the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court

of any district having jurisdiction in terms of Section 28 of the said Act notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

SIGNED AT:.....

GUARANTOR (1)

SIGNATURE

DATE

CAPACITY

GUARANTOR (2)

SIGNATURE

DATE

CAPACITY

WITNESS (1)

SIGNATURE

WITNESS (2)

SIGNATURE

SAKHISIZWE MUNICIPALITY
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APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF GRAVEL ROADS AND STORMWATER
STRUCTURES IN CALA

C1.6. Occupational Health and Safety Agreement

**AGREEMENT MADE AND ENTERED INTO BETWEEN SAKHISIZWE LOCAL MUNICIPALITY (HEREINAFTER
CALLED
THE "EMPLOYER") AND**

.....
(Contractor/Mandatory/Company/CC Name)

**IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS
AMENDED.**

I,
representing

....., as an employer in its own right, do
hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment,
machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act
(OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and
assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved
licensed compensation insurer.

+
COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and
the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as
the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as
reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an Occupational Health and Safety
Agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake
to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at on the day of 20.....

SIGNED BY/ON BEHALF OF CONTRACTOR - MANDATORY

--

NAME

--

SIGNATURE

--

DATE

SIGNED BY WITNESS:

--

NAME

--

SIGNATURE

--

DATE

Signed at on the day of.....20.....

SIGNED BY/ON BEHALF OF SAKHISIZWE LOCAL MUNICIPALITY

NAME

SIGNATURE

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Occupational Health and Safety Conditions

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he/she, his/her employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his/her employees and/or his/her sub-contractor/s.
11. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

Part C2: Pricing Data and Bill of Quantities

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C2.1. Pricing Instructions

- Measurement and payment shall be in accordance with the relevant provisions of the COLTO Standard Specifications (1998 edition).
- The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	per cent	m ² .pass	=	square metre-pass
h	=	hour	m ³	=	cubic metre
ha	=	hectare	m ³ .km	=	cubic metre-kilometre
kg	=	kilogram	MN	=	meganeutron
kℓ	=	kilolitre	MN.m	=	meganeutron-metre
km	=	kilometre	MPa	=	megapascal
km-pass	=	kilometre-pass	No.	=	number
kPa	=	kilopascal	Prov sum	=	Provisional sum
kW	=	kilowatt	P C sum	=	Prime Cost sum
ℓ	=	litre	sum	=	lump sum
m	=	metre	t	=	ton (1 000 kg)
mm	=	millimetre	W/day	=	Work day
m ²	=	square metre			

- Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices shall be used as a basis for assessment of payment for additional work that may have to be carried out.
- It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.sabs.co.za or www.iso.org for information on standards).
- Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.
- An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
- Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
- The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the SANS 1200 Standardised Specifications.

SECTION 8100 : TESTING MATERIALS AND WORKMANSHIP

SAKHISIZWE MUNICIPALITY

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**APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF GRAVEL ROADS AND STORMWATER STRUCTURES
IN CALA**

C2.2. Bill of Quantities

SAKHISIZWE MUNICIPALITY

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STRUCTURES IN CALA

Declaration

(In respect of completeness of Tender)

Sakhisizwe Local Municipality
Municipal Building
ERF 5556 Mthatha
Road, Cala

I/we, the undersigned, do hereby declare that these are the properly priced Bill of Quantities forming Part of this Contract Document **comprising 157 pages + the Bill of Quantities** in consecutive order upon which my/our tender for the **BID NO: DIS/SLM/01/2022/23 APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF GRAVEL ROADS AND STORMWATER STRUCTURES IN CALA** has been based.

SIGNED BY/ON BEHALF OF TENDERER

NAME

SIGNATURE

DATE

Part C3: Scope of Work

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C3.1 Description Of The Works	119
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Status

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Specification(s) forming part of this contract or any drawings, the order of precedence, unless otherwise specified, is:

Drawings
Scope of Work
Specifications

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C3.1. Description of the Works

C3.1.1 Employer's Objectives

The scope of works to be executed for the local municipality include the rehabilitation of three (3) damaged stormwater structures and re-gravelling of selected damaged road sections on two (2) roads under the jurisdiction of Sakhisizwe Local Municipality. The employer intends to rehabilitate the roads and bridges in Cala which are currently inaccessible during heavy rains for both pedestrians and vehicles. The sites and a brief of the works to be executed on each particular site are as follows:

1. **Mthatha Road**

- Blading and re-gravelling of approximately 1.96km length of road sections and replacement of road surface layers
- Construction of stormwater drainage infrastructure i.e mitre drains and road side drains

2. **Lapesini Road and culvert**

- Blading and re-gravelling of 1.96km of road sections and replace surface layers
- Construction of a new stormwater drainage structure
- Clear the river course of all dirt and debris

3. **Hota-Mbewula Road**

- Blading and re-gravelling of 1.2km of road sections and replace with surface layers
- Construction of stormwater drainage structure
- Unblock all blocked drainage pipes on the road

4. **Umgwalana Bridges**

- Clear the river course of all dirt and debris
- Increase bridge width by two widths of culvert of similar size
- Reconstruct wing walls and increase the bridge approaches by providing retaining walls downstream and upstream and a concrete approach slab

The proposed development will include road re-gravelling and new stormwater drainage structures that will be designed to fulfil both the functional and aesthetic needs. The design team will thrive to produce a cost efficient and environmentally sensitive development with the shortest period of time as required by the client. Precedent studies of alternative building technologies and implementation processes will be explored and appropriate recommendations provided.

C3.1.2 Overview of the Works

The appointed contractor will carry out works for the four sites above, scope of works includes the following:

- Clearing and grubbing
- Traffic accommodation
- Relocation of existing services
- Earthworks
- Concrete reinforcements
- Formwork
- Installation of subsurface drainage system
- Gabions and grouted stone pitching
- Dry stack retaining walls
- Road markings and signs

C3.1.3 Location of the Works

The sites are located at the following co-ordinates in Cala within Chris Hani District Municipality of Eastern Cape:

No	Area	Co-ordinates
1	Mthatha Road, Cala	-31.5219511; 27. 6905972
2	Lapesini, Cala	-31. 557321; 26.617804
3	Hota/ Mbewula	-31. 644547; 27.684420
4	Mgwalana bridges (x2)	-31.526376; 27.68337

C3.1.4 Description of Site and Access

The sites can be accessed via all major roads.

C3.1.5 Temporary Works

All design and the construction of any temporary works must be approved by the Engineer.

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C3.2. Procurement

C3.2.1 Preferential Procurement Procedures

C3.2.1.1 Requirements

The Preferential Procurement Procedures are detailed in C1.3 (Tenderer's Direct Participation of Targeted Labour) and C1.4 Tenderer's Direct Participation of Targeted Enterprises.

C3.2.1.2 Resource Standard Pertaining to Targeted Procurement

State the number, title, part and edition of SANS 1914 Targeted Procurement applicable to the contract and all data, variations and definitions required - e.g. definitions of targeted groups, weighting factors etc. (Refer to SANS 10396 for specific guidance)

- SANS 1914-1:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Enterprises
- SANS 1914-2:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Partners in Joint Ventures
- SANS 1914-3:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Enterprises and Targeted Partners in Joint Ventures
- SANS 1914-4:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Enterprises and Targeted Labour (local resources)
- SANS 1914-5:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Labour
- SANS 1914-6:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Enterprises in Concession Contracts

C3.2.2 Subcontracting

C3.2.2.1 Scope of Mandatory Subcontract Works

No requirements specified.

C3.2.2.2 Preferred Subcontractors / Suppliers

No requirements specified.

C3.2.2.3 Subcontracting Procedures

Subcontractors shall be appointed in line with Clause 4.4 of the General Conditions of Contract (GCC 2015) and were required / necessary a subcontractor shall be selected in consultation with the Employer.

C3.2.2.4 Attendance on Subcontractors

The provisions of Clause 4.4 of the General Conditions of Contract (GCC 2015) shall be applicable.

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C3.3. Engineering

C3.3.1 Design Services and Activity Matrix

The following will be the responsibility of the contractor to attend to:

- Check for location of and protection of existing services
- Preparation of as-built drawings

C3.3.2 Drawings

It will be the contractor's responsibility to produce any Bulk Earthworks drawings and variations to the design and as built drawings.

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C3.4. Construction

C3.4.1 Works Specifications

C3.4.1.1 Applicable Specification

The specification for the contract is the COLTO Standard Specification for Road and Bridge Works for State Authorities 1998 (Green Book) for Civil Engineering Construction.

C3.4.1.1.1 Applicable Technical Recommendations For Highways (TRH)

- TRH 14 Guidelines for Road Construction Materials
- TRH 20 The Structural Design, Construction and Maintenance of Unpaved Roads

C3.4.1.1.2 Applicable Technical Methods For Highways (TMH)

- TMH 1 Standard Methods for Road Construction Materials
- TMH 5 Sampling Methods for Road Construction Materials
- TMH 6 Special Methods for Testing Roads
- TMH 10 Manual for the Completion of As-Built Materials Data Sheets
- TMH 11 Standard Survey Methods

C3.4.1.2 Particular Specifications

Refer to C3.5.

C3.4.1.3 Certification by Recognised Bodies

Certified by the CIDB

C3.4.2 Plant and Materials

C3.4.2.1 Plant and Materials Supplied by the Employer

None

C3.4.2.2 Materials, Samples and Shop Drawings

All materials are to be tested by a commercial laboratory as directed by the Employer's Agent. Construction needs to be carried out according to the Construction Drawings.

C3.4.3 Construction Equipment

C3.4.3.1 Requirements for Equipment

The Contractor is required to use plant and equipment that is sufficient for the construction of roads and the ancillary works.

C3.4.3.2 Equipment Provided by the Employer

None

C3.4.4 Existing Services

C3.4.4.1 Known Services

All known services are shown on the Construction Drawings. The onus still lies with the main contractor to ensure that no services are damaged during the construction phase.

C3.4.4.2 Treatment of Existing Services

It is not envisaged that any of the existing services requires temporary or permanent relocation. Special care should be taken working underneath overhead lines.

C3.4.4.3 Use of Detection Equipment for the Location of Underground Services

None

C3.4.4.4 Damage To Services

It is the responsibility of the contractor to ensure that no services are damaged during the construction process. In case the known services indicated on the drawings are damaged, the main contractor shall be responsible for the repair of the services to the original state before it was damaged, as well as all cost associated with the damaged service.

C3.4.5 Site Establishment

C3.4.5.1 Services and Facilities Provided by the Employer

None

C3.4.5.2 Facilities Provided by the Contractor

The onus lies with the main contractor to find a suitable camp site, approved by the Employer's Agent. The main contractor is also responsible for the rehabilitation of the area to its original state on completion of the works.

C3.4.5.3 Storage And Laboratory Facilities

No requirements are specified. A commercial laboratory will be utilised.

C3.4.5.4 Other Facilities and Services

No requirements are specified.

C3.4.5.5 Vehicles and Equipment

No requirements are specified.

C3.4.5.6 Advertising Rights

It is the main contractor's responsibility that no suppliers advertise on site. Any advertisement from suppliers shall be removed at the cost of the main contractor.

C3.4.5.7 Notice Boards

The main contractor is allowed to place a Notice board on site. The maximum allowed size of this board should be as per the attached notice board drawing

C3.4.6 Site Usage

The contractors are not allowed to work outside the allowed working hours, as agreed with the Employer's Agent. The disturbance to the residence should be kept at a minimum.

C3.4.7 Permits and Way Leaves

No requirements are specified.

C3.4.8 Water for Construction Purposes

The onus lies with the main contractor to source and pay for construction water. The quality of the construction water should be as specified is COLTO.

C3.4.9 Survey Control and Setting Out of the Works

The setting out bench marks is provided by the Employer. It is the contractor's responsibility to ensure that the setting out bench marks is correct and to use these bench marks for setting out.

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C3.5. Particular Specifications

C3.5.1	Variations and Additions to Standard Specification	125
C3.5.2	Health & Safety Specification	138
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C3.5.4	Drawings List	153

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C3.5.1 VARIATIONS & ADDITIONS TO STANDARD SPECIFICATION

Notes to tenderer:

1. In certain clauses the Standard Specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications required for this particular contract.
2. The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or a new payment item which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.

COLTO SERIES 1000: GENERAL

SECTION B1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

B1302 GENERAL REQUIREMENTS

(c) Allowance Community Liaison Officer

Democratically elected village members who in turn have representation on the overall Project Steering Committee (PSC) represents the residents being served by the project. The Contractor will be required to liaise through the CLO for any matters to do with the community. The CLO shall be paid an amount of **R6 000.00** per month throughout the contract.

(d) Allowance for In-Service Training

Sakhisizwe Local Municipality is committed in ensuring that necessary skills are transferred to local people. The Municipality has undertaken to employ 1 student that is studying towards Engineering Profession for in-service training purpose.

The contractor is required to remunerate 1 student employed. The successful candidate will be communicated in writing to the contractor; the student will then be required to furnish the required documents as requested by contractor in order to allow timeous remuneration payments.

B1302 PAYMENT

Item	Unit
B13.02 Provisional Sums	
<i>Add the following pay subitem.</i>	
"(a) Allowance for Community Liaison Officer (CLO) at R6 000 per month	Month
"(b) Overhead charges and profit on {(c)}.....	%
"(c) Allowance for in-service student not exceeding R 7000 per month	Sum
"(d) Overhead charges and profit on {(e)}	%
"(e) Allow provisional sum for relocation of services.....	Sum
"(f) Overhead charges and profit on {(g)}.....	%

B1303 PAYMENT

Item	Unit
B13.03 (a) OHS Obligations - Fixed	
<i>Add the following pay subitem:</i>	
"(i) Allowance for OHS Obligations.....	Sum
"(ii) PPE for in service student.....	Sum
"(iii) Overhead charges and profits on (ii).....	%

Item	Unit
B13.03 (b) OHS Obligations – Time Related	

Add the following pay subitem:

"(i) Time related Obligations.....	Month
------------------------------------	-------

Add the following sub-sub-clause defining 'the contractor's general obligations':

- “(iv) Complying with the requirements and conditions of the additional specifications relating to the Government’s Broad Based Black Economic Empowerment and the Environmental Management Plan.”

Delete the third paragraph commencing “Should the final value of the work”.

In the 11th paragraph, the following amendments apply:

- *Start the paragraph to read “The tendered rate per month for all time related pay items represent full compensation ...”; and*

Add the following at the end of sub-clause (b) of the 11th paragraph:

“... Such limitations to payments shall occur whenever the ratio of time to expenditure varies by more than 10%. For example, if payment for completed scheduled work is 30% of total scheduled work but more than 40% of time has expired, this pay item shall cease to be active until the difference between the relevant ratios is less than 10%.”

Add the following new paragraphs:

“Payment of the rate per month for sub item 13.01(d) shall include full compensation for all the contractor’s obligations relevant to health and safety legislation including, but not limited to, initial start-up costs, submission and maintenance of OHS file, statutory medical checks, induction, PPE etc . **Payment will only be made approval on the contractor’s OHS plan.**

Should the combined total tendered for sub items (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.

Payment for time related costs arising from extensions of time granted by the employer, where the contractor is fairly entitled to such compensation which will be calculated by taking account only of pay items for which the unit of measurement is “month”. All pay items for which the unit of measurement is “month” are deemed to be based on 23 working days per month.”

Insert the following paragraphs:

“The tendered rate shall apply in the same manner as pay sub item B13.01(c) but shall not form part of the calculation of the restrictions imposed by Condition of Tender F3.8(c) and Form to tender B1: Contractor’s Establishment on Site. A contractor who tenders zero for this pay item shall not be relieved of his statutory obligations. A nil rate offered shall be deemed not as an omission but as deliberate notice that costs have been included in the tendered rates for individual items of work or in the other preliminary and general pay items.”

B1304 TACHOMETRIC SURVERY

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

B13.04

Add the following pay subitem:

- | | |
|---|-----|
| “(a) Additional Survey Requested by the Engineer..... | Sum |
| “(b) Overhead charges and profits on (a) | % |

B1305 PAYMENT

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

B13.05 The contractor's general obligations

Add the following pay subitem:

- | | |
|--------------------|-----|
| “(a) Daywork | Sum |
|--------------------|-----|

SECTION B1500: ACCOMMODATION OF TRAFFIC

B1501 SCOPE

It is a condition of this contract that traffic is accommodated taking into account the provisions of the latest edition of the South African Road Traffic Signs Manual (SARTSM). The latest version for use in the accommodation of traffic is volume 2, chapter 13 of the June 1999 edition. Copies of this publication are available from Government Printers –Tel: (012) 334 4508/9 or (012) 3344510 Fax: (012) 323 0009.

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

B1502 GENERAL REQUIREMENTS

(a) Safety

The contractor shall be responsible for maintaining the existing road surface both within the works area and the advance warning and termination areas in a safe and trafficable condition for the duration of the contract

(f) Approval of temporary deviations

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

(g) Traffic Safety Officer

The contractor shall appoint a suitably qualified person to act as a traffic safety officer for the project. The contractor shall submit a CV of the candidate to the Employer's Agent for approval before the candidate is appointed as the traffic safety officer. The traffic safety officer shall make himself available to discuss road safety and traffic accommodation matters whenever required by the Employer's Agent. The traffic safety officer shall,

- (ii) Record on neat and dimensioned sketches and submit to the Employer's Agent the position and sign reference number, where applicable, of each sign, barricade, delineator, cone, guardrail and permanent or temporary painted road marking feature. The position of each shall be adequately referenced from the marker boards or other surveyed points on the site of the works.

These records shall also show the date and time at which the recorded traffic accommodation features are certified correct by the traffic safety officer, and shall be signed by the traffic safety officer before being submitted to the Employer's Agent.

The records shall similarly account for whatever changes are made in the field. Such changes shall record the position of flagmen and stop/go control men and their associated traffic accommodation equipment wherever they are used.

- (iii) Personally inspect the position and condition of each traffic accommodation feature on the whole site of works twice each day by 9h30 and by 16h30, to record all irregularities discovered and the remedial action taken, and to sign off as correct and submit to the Employer's Agent such record sheets by midday of the next working day. The traffic safety officer shall keep a duplicate book for this specific purpose.

The traffic safety officer shall also submit with this report the daily labour returns of flagmen, stop/go and traffic signal control men employed.”

- (ix) The traffic safety officer shall be equipped with a cellular telephone and shall have a vehicle and sufficient labour at his disposal 24 hours a day, including all prescribed non working days, and shall not be utilised for other duties. He shall be directly answerable to the contractor's site agent. The traffic safety vehicle shall be a truck with a capacity of 3 tons.

The vehicle shall also be equipped with an amber-coloured flashing light of the rotating parabolic reflector type with a minimum intensity of 100. The warning light shall be switched on at all times and the sign shall be displayed when the vehicle is used on site.

The traffic safety officer shall have a direct line of communication at all times with the police and traffic officers responsible for the area within limits of the contract. The provision of the road safety vehicle, driver, labourers and the cost of the cellular telephone shall be deemed to be included in the rates tendered for the contractor's establishment on site.

- (x) Ensure that all obstructions related to the contractor's activities be removed before nightfall where applicable as instructed by the Employer's Agent and that the roads are safe for night traffic.
- (xi) The traffic safety officer shall, in addition to the duties listed in paragraph 1502(i), also be responsible for the 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.
- (xii) In the advent of an accident the traffic officer shall record in a written report the details of the accident, record the position of all temporary road signs, barricades, delineators, flagmen and any other devices used for traffic accommodation. In addition the report shall include a neat dimensional sketch, photographs, identifiable permanent features, and any other relevant information.”

(h) “U” turns

No vehicle or item of equipment shall be allowed to make “U” turns under any circumstances.

(i) Site personnel

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 Employer's Agent, ineffective shall be immediately replaced by the contractor.

(j) Failure to comply with provisions

Failure or refusal on the part of the contractor to take the necessary steps to ensure the safety and convenience of the travelling public, accommodation of traffic, plant and personnel in accordance with these specifications or as required by statutory authorities or ordered by the Employer's Agent, shall be sufficient cause for the Employer's Agent to apply penalties as follows:

A fixed penalty of R5 000.00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of section 1500 of the standard specifications and section B1500 of the project specifications.

In addition a time-related penalty of R500,00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after the Employer's Agent has given an instruction to this effect. The Employer's Agent's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given."

(k) Temporary traffic-control facilities

The contractor shall provide, erect and maintain the necessary traffic-control devices, road signs, canalisation devices, barricades, warning devices and road markings (hereinafter referred to as traffic-control devices) in accordance with these special provisions and as shown on the drawings and in the SARTSM and remove them when no longer required. It shall be incumbent upon the contractor to see to it that the abovementioned traffic-control devices are present where required at all times and are functioning properly.

The type of construction, spacing and placement of traffic-control devices shall be in accordance with the SARTSM. The recommended arrangements of the traffic control devices illustrated and/or drawings issued by the Employer's Agent shall not be departed from without prior approval of the Employer's Agent. The arrangements expected to be most commonly used in the contract are given on the tender drawings.

The details shown for spacing and placement of traffic-control facilities may however, be revised at the discretion of the Employer's Agent where deemed necessary to accommodate local site geometry and traffic conditions.

(l) Road signs and barricades

The contractor shall be responsible for the protection and maintenance of all signs, and shall at his own cost replace any that have been damaged, lost, or stolen.

All temporary road signs required to remain in position for some time shall be pole mounted as shown on the drawings. All temporary road signs required to be moved more often shall be mounted on portable supports for the easy moving of signs to temporary positions. The only permitted method of ballasting the sign supports shall consist of durable sandbags filled with sand of adequate mass to prevent signs from being blown over by wind. The cost of the sandbags shall be included in the tendered rates for the various types of temporary road signs.

(m) Warning devices

All construction vehicles and plant used on the works shall be equipped with rotating amber flashing lights and warning boards as specified. All vehicles and plant before being allowed onto the site shall obtain a clearance permit from the Employer's Agent.

Vehicle mounted flashing lights

Rotating lights shall have an amber lens of minimum height of 200mm and shall be mounted in such a way as to be highly visible 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 highly visible and operated continuously while the vehicles are manoeuvring in or out of traffic or are 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 Employer's Agent. Vehicles and plant that do not comply with these requirements shall be removed from the site."

(n) Other traffic control measures ordered by the Employer's Agent

The Employer's Agent may instruct the contractor to provide any other road sign, reflective tape, etc not measured in standard pay items. Such road signs shall conform to the requirements of the SARTSM, or specification provided by the Employer's Agent. Similarly, in order to ensure that the travelling public is kept fully informed and warned on matters relating to the accommodation of traffic, construction sign posting and the effect of the construction on the free flow of traffic through the site, the Employer's Agent may arrange for advertising in the press and/or for other forms of publicity.

(o) Flagmen

Flagmen shall be provided where shown on the drawings or required by the specification. During the daytime, at least two flagmen shall be provided at each traffic control point. At night time only one roving flagman equipped with a Stromberg Lightman xenon strobe, or similar approved, and a torch is required at each traffic control point as well as the traffic light operator. Where the shoulder of the road is closed to traffic, a flagman shall be provided at the leading end of the closure during daytime. No flagman shall be on duty for a period of more than 10 hours per day.

Flagmen shall be adequately trained in the standard flagging techniques as described in the SARTSM (refer to figure 13.23 of detail 13.23.1) and be provided with conspicuous clothing such as safety jackets utilizing retro-reflective and/or fluorescent panels in red, yellow and/or white.

Flagmen shall have in their possession, at all times, certification that they have attended and passed an accredited course in flagging techniques before being allowed onto the construction site.

Flags shall be made from bright red or red-orange material and shall be square with a minimum side length of 600mm. The flag shall be attached to a staff at least 1,0m in length.

In terms of lateral clearance and safety, flagmen shall stand on the shoulder of the lane of traffic that is being controlled and under no circumstances shall flagmen be permitted to stand within the traffic lane. In order to obtain maximum visual impact for the travelling public, flagmen shall stand-alone.

SECTION B1600: OVERHAUL

B1602 DEFINITIONS

(a) Overhaul

Payment shall only be made for material hauled in excess of 1 kilometre. Overhaul shall be measured as the product of the volume of material hauled and the overhauled distance.

(b) Free-haul distance

This distance shall be 1 kilometre in the case of all overhaul materials”

SECTION B1700: CLEARING AND GRUBBING

B1702 DESCRIPTION OF WORK

(c) Conservation of topsoil

The contractor will not be required to remove topsoil to more than an average depth of 400mm, from any particular area. The depth of topsoil removed shall be reliant on the terrain, suitability of material and topsoil requirements of the work.

After clearing and grubbing, all topsoil shall be removed to either windrows alongside the construction area or to stockpile. Where ordered by the Employer's Agent, any topsoil that shall be required for the topsoiling of new banks and cuts, but which cannot be accommodated within the construction site, shall be loaded and hauled to the designated stockpile area where it shall be placed in temporary stockpiles for later use in the rehabilitation of the site affected by construction activities. Where new borrow pits are to be opened up the topsoil shall first be removed (independently of the overburden) and placed in temporary stockpiles at the edge of the borrow pit. The moving of topsoil from windrow or the loading of topsoil from temporary stockpiles and the placing and spreading of thereof on cut or fill slopes or on borrow pit spoil sites, is covered in Section 5800.

Refer also to clause B5802 (g) of this project specification.”

B1704 MEASUREMENT AND PAYMENT

Amend the following payment item:

Item	Unit
B17.01 Clearing and grubbing	hectare (ha)

Add the following to the measurement and payment paragraphs:

“Clearing and grubbing of the construction site camp / office shall not be measured separately and shall be deemed to be included in the rates tendered for item B13.01”

Add the following new payment item:

Item	Unit
B17.07 Removal of topsoil to temporary stockpiling thereof:	
(a) Topsoil from within the limits of the road prism (including 1 km free haul).....	cubic metre (m ³)

The unit of measurement for items (a) shall be the cubic metre of topsoil removed to temporary stockpile. The volume of topsoil removed shall be measured in cut, calculated from the difference in cross-sections of the natural ground level before the commencement of clearing to cross-sections taken after the removal of the topsoil.

The contractor shall constantly liaise and agree with the Employer's Agent as to the depth of topsoil to be removed. Where, in the opinion of the Employer's Agent, material that would not normally be classed as topsoil to be removed. Where, in the opinion of the Employer's Agent, material that would normally be classed as topsoil has also been excavated, the excavation shall be backfilled and compacted with selected material at the contractor' expense. Should material that is deemed by the Employer's Agent not to be topsoil, be removed and stockpiled together with material classed as topsoil, the contractor shall be responsible for the removal of

this unsuitable soil from the stockpile and the replacement of the quantity of topsoil contaminated by the unsuitable material at his cost. The quantity of topsoil to be replaced shall be determined by the Employer's Agent.

The rates tendered shall include for the excavation of the topsoil and where required, the loading and hauling thereof to temporary stockpile as well as the maintenance of the stockpile until re-use of the material. The rates tendered shall also include for all supervision required to ensure that only topsoil is removed.

COLTO SERIES 2000: DRAINAGE

SECTION B2100: DRAINS

B2101 SCOPE

This section covers all new work in connection with the excavation and construction of open drains, subsoil drainage and banks and dykes at the locations and to the sizes, shapes, grades and dimensions as shown on the drawings or as directed by the Employer's Agents, and the test flushing of subsoil drains.

SECTION B2200: PREFABRICATED CULVERTS

B2218 MEASUREMENT AND PAYMENT

"Item	Unit
B22.07 Cast in situ concrete and formwork	
(f) In inlet and outlet structures, skewed ends, catchpits, manholes, thrust and anchor blocks, including formwork and class U2 surface finish Crushed, washed stone obtained from commercial source for:	
(i) Inlet and outlet structures concrete class 30/19 as per Contract Drawing	cubic metre (m ³)
(ii) Dish drain crossing as per Contract Drawing Concrete class 30/19	cubic metre (m ³)

Payment for formwork and cast in situ concrete shall be included in the contractor's rate for these items and shall include full compensation thereof.

SECTION B3300: MASS EARTHWORKS

B3312 MEASUREMENT AND PAYMENT

General Directions

(3) Work in restricted areas

No additional payment will be made for work in restricted areas

(4) The free haul distance for all items unlimited

Item	Unit
B33.11 Extra over item 33.10 for adding G7 material from a commercial source as specified in subsubclause 3207(b)(iii)cubic metre (m ³)

The unit of measurement for the above items shall be the cubic metre of the compacted pavement layer, and the quantity shall be calculated from the authorised dimensions of the completed layer.

SECTION B3400: PAVEMENT LAYERS OF GRAVEL MATERIAL

B3407 MEASUREMENT AND PAYMENT

Item	Unit
B34.01 Pavement layers constructed from gravel taken from commercial sources	
(h) Base layer compacted to:	
(iii) 95% of modified AASHTO density 150mm thick G4, as per material specification of TRH20cubic metre.(m ³)

The unit of measurement for the above items shall be the cubic metre of the compacted pavement layer, and the quantity shall be calculated from the authorised dimensions of the completed layer.

The wearing course shall be as per the material specification of TRH20 for a wearing course and as directed by the Employer's Agent.

COLTO SERIES 5000: ANCILLARY ROADWORKS

SECTION B5100: PITCHING, STONEMASONRY AND PROTECTION AGAINST EROSION

B5102 MATERIALS

(a) Stone

Unless suitable stone can be located on site, the stone for pitching shall come from commercial sources but, from whatever source, its use shall be subject to the prior approval of the Employer's Agent.

SECTION B5600: ROAD SIGNS

B5601 SCOPE

B5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS

(a) Road signboards

The contractor shall make every effort to ensure that signboards are correct in all respect and before dispatching the boards from the manufacturer's factory shall provide the Employer's Agent with a 100mm x 150mm colour photograph of each sign face for

approval of the correctness of the legend. Such approval will not imply final acceptance of the board. If the contractor is in any doubt as to the correctness of the sign detail, the sign designer shall be contacted for verification.

(ii) Steel profile road signboards

Chromadek section shall be assembled in accordance with the details of Standard Plans SP-B-12-Sheets 4 and 5 and SP-B-4-Sheets 33E and 34E.

Where the letter or legends cross the horizontal joints of the sign panels, the letter shall be cut on the joint and both ends folded around the radius.

Retro-reflective material to adjoining Chromadek panels on a sign shall be practical visual match of the specified colour.

B5604 ROAD SIGN FACES AND PAINTING

(e) Application of retro-reflective material

All sign faces shall be faced with retro-reflective material. Painted front sign faces shall not be used.

Where applied to Chromadek sections, retro-reflective material shall be applied as specified for aluminium section in Clause 5603(d) of the Standard Specification, and of Clause B5603(a)(ii) of this project Specification.

B5605 STORAGE AND HANDLING

The following shall not be allowed on the sign face:

- Drilling of holes, except for the fastening of overlays
- Application of any form of adhesive
- Cleaning with any chemicals that are not specifically approved by the manufacturer of the retro-reflective material.
- Covering the sign face with an impermeable material that does not allow free circulation of air.

B5606 ERECTING ROAD SIGNS

(c) Erection

After erection the signboard shall be thoroughly cleaned with a cleaning agent approved by the retro-reflective material's manufacturer.

All vegetation obstructing the new or replaced sign board shall be removed and disposed of as instructed by the Employer's Agent.

B5609 MEASUREMENT AND PAYMENT

Completion, delivery, installation of the road sign board complete as specified, and the removal and disposal of all vegetation obstructing the motorists' view of the new or replaced sign board.

Item	Unit
B56.01	Road sign boards with painted or coloured semi-matt background. Symbols, lettering, and borders in semi-matt black or in Class I retroreflective material, where the sign board is constructed from:

SECTION B5900: FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS

B5901 SCOPE
B5902 FINISHING THE ROAD AND ROAD RESERVE

“(a) New construction”

Replace the sixth paragraph with:

All materials resulting from the finishing operations shall be disposed of at approved spoil sites.

“(b) Renewal construction

After completing construction work within the site, the contractor shall ensure that all construction generated or related material that may have been swept, windrowed, stockpiled, stored or spread beyond the road surface is removed. This shall be done before any other rehabilitation work is undertaken, including shaping, topsoiling and grassing. Should, during the removal of construction generated or related material, existing vegetation or topsoil be disturbed or destroyed, the contractor shall, at his own cost, re-instate the road reserve to its original state. This shall include ripping, should the construction material have compacted the existing surface.

Culvert inlets and outlets, culvert barrels, and open drains shall be cleared of debris, soil, silt and other material generated from the construction activities.

The surfacing shall be cleared of all dirt, mud and foreign objects. Dragging, pushing or scraping material across the finished surfacing shall not be permitted.

All junctions, intersections, islands, kerbing and other elements making up the completed works shall be neatly finished off.

The contractor shall ensure that all undesirable plants have been removed from the road reserve and borrow pit areas.

All materials resulting from the finishing operations shall be disposed of at approved spoil sites.

COLTO SERIES 8000: SUNDRIES

SECTION 8100: TESTING MATERIALS AND WORKMANSHIP

“B8118 PROPRIETARY RESINS, GROUTS AND MORTAR

All proprietary cementitious and epoxy resin, grouts and mortars shall comply with the manufacturer's specifications. The manufacturers or suppliers shall provide recent test reports from an approved laboratory to prove such compliance and shall also provide test certificates of recent tests on the materials.

Cementitious grouts and mortars shall not contain expansive cements or metallic powders such as aluminium or iron filings. The plastic volume change shall fall in the range between zero shrinkage and 4% expansion from the time of placement until final set when tested according to ASTM C 827. Further, the grout shall show no shrinkage and a maximum of 0,2% expansion in the hardened state when tested according to ASTM C 1090.

Epoxy resin grouts and mortars shall show no shrinkage and a maximum 2,0% expansion from the time of placement when tested according to ASTM C 827 (modified). The coefficient of thermal expansion shall not exceed 0,000055/°C when tested according to ASTM C 531.

The manufacturer shall submit to the Employer's Agent samples of the proposed materials together with complete technical details including mixing ratios and times, pot life, setting and curing times, strength, volume change, thermal expansion, creep characteristics etc.

As part of the Contractor's process control in terms of sub-clause 8103(a), testing shall be undertaken on the materials delivered to site to monitor compliance with the manufacturer's specifications. All new batches of materials shall be tested by the Contractor and approved by the Employer's Agent prior to incorporation into the works.

Strength testing shall be undertaken, using 75mm or 100mm cubes, on samples taken from the mixed material actually being used in the work at the time of its use."

SAKHISIZWE MUNICIPALITY
BID NO: DIS/SLM/01/2022/23

C3.5.2 HEALTH & SAFETY SPECIFICATION

The Health & Safety Specification has been prepared by the Employer.

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION FOR THE APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF GRAVEL ROADS AND STORMWATER STRUCTURES IN CALA

1. **Interpretations**

1.1 **Application**

This specification is a compliance document drawn up in terms of South African legislation and is therefore binding. It must be read in conjunction with relevant legislation as noted previously.

1.2 **Definitions**

The definitions as listed in the Occupational Health & Safety Act 85/1993 and Construction Regulations (2014) shall apply.

2. **MINIMUM ADMINISTRATIVE REQUIREMENTS**

2.1 **Notification of Intention to Commence Construction Work**

The Contractor shall notify the Provincial Director of the Department of Labour in writing before construction work commences. A copy of this notification must be forwarded to the client on appointment.

2.2 **Assignment of Contractor's Responsible Persons to Supervise Health and Safety on Site**

The Contractor shall submit supervisory appointments as well as any relevant appointments in writing (as stipulated by the OHS Act and Construction Regulations 2014), prior to commencement of work. Proof of competency must be included.

2.3 **Competency for Contractor's Appointment Competent Persons**

Contractor's competent persons for the various risk management portfolios shall fulfil the criteria as stipulated under the definition of Competent in accordance with the Construction Regulations (2014). Proof of competence for the various appointments must be included.

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

The Principal Contractor shall submit a letter of good standing with its Compensation Insurer to the client as proof of registration. Sub-Contractors shall submit proof of registration to the Principal Contractor before they commence work on site.

2.5 **Occupational Health and Safety Policy & Asbestos**

The Principal Contractor and all Sub Contractors shall submit a Health and Safety Policy signed by their Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented by the contractor.

2.6 **Health and Safety Organogram**

The Principal Contractor and all Sub Contractors shall submit an organogram, outlining the Health and Safety site Management Structure including the relevant appointments/competent persons. In cases where appointments have not been made, the organogram shall reflect the

intended positions. The organogram shall be updated when there are any changes in the site Management Structure.

2.7 Preliminary Hazard Identification and Risk Assessment and Progress Hazard Identification and risk Assessment

The Contractor shall ensure a hazard identification to be performed by a competent person before commencement of construction work, and the assessed risks shall form part of the construction phase health and safety plan submitted for approval by the Client. The risk assessment must include;

- a) A list of hazards identified as well as potentially hazardous tasks;
- b) A documented risk assessment based on the list of hazards and tasks;
- c) A set of safe working procedures (method statements) to eliminate, reduce and/or control the risks assessed;
- d) A monitoring and review procedure of the risks assessment as the risks change.

The Principal Contractor shall ensure that all Sub Contractors are informed, instructed and trained by a competent person regarding any hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop. Proof of this must be kept for inspection by the Client or Client Representative.

The Principal Contractor Shall be responsible for ensuring that all persons who could be negatively affected by its operations are informed and trained according to the hazards and risks and are conversant with the safe work procedures, control measures and other related rules (tool box talk strategy to be implemented).

2.8 Health and Safety Representative(s)

The Principal Contractor shall ensure that Health and Safety Representative(s) are appointed under consultation and trained to carry out their functions. The appointment must be writing. The Health and Safety Representative shall carry out regular inspections, keep records and report all findings to the Responsible person forthwith and at health & safety meetings.

2.9 Health and Safety Committees

The Principal Contractor shall ensure that project health and safety meetings are held monthly and minutes are kept on record. Meetings must be organized and chaired by the Principal Contractor's responsible person. All Contractors Responsible Persons and Health & Safety Representative shall attend the monthly health & safety meetings. Sub-contractors shall also have their own internal health & safety committees in accordance with the OHS Act 85/1993 and minutes of their meetings shall be forwarded to the Principal Contractor on a monthly basis.

2.10 Health and Safety Training

2.10.1 Induction

The Principal Contractor shall ensure that all site personnel undergo a risk-specific health & safety induction training session before starting work. A record of attendance shall be kept in the health & safety file. **A suitable venue must be supplied to house this training.**

2.10.2 Awareness

The Principal Contractor shall ensure that, on site, periodic toolbox talks take place at least once per week. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the health & safety file. All Contractors have to comply with this minimum requirement. At least one of the Toolbox talks shall be on any environmental related issue.

2.10.3 Competency

All competent persons shall have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control and carry out. This will have to be assessed on regular basis e.g. periodic audits by the Client, progress meetings, etc. The Principal contractor is responsible to ensure that competent sub-contractors are appointed to carry out construction work.

2.10.4 Rules of conduct

Principal contractors, their sub-contractors and all employees under the control, including any visitor brought onto site must adhere to the following Rules of conduct on site.

YOU MAY NOT:

- * Partake, possess or sell drugs or alcoholic beverages on site. Any employee or visitor whose action and demeanour show symptoms of possible narcosis or drunkenness shall be removed from site.
- * Indulge in practical jokes, horseplay, fighting or gambling.
- * Destroy or tamper with safety devices, symbolic signs or wilfully and unnecessarily discharge fire extinguishers.
- * Bring onto site or have in your possession a firearm, lethal weapon.
- * Assault, intimidate or abuse any other person.
- * Operate construction equipment (vehicles or plant) without the necessary training and authorisation.
- * Display insubordination toward any supervisor, foreman or Manager in respect to carrying out of properly issued instructions or orders for health and Safety reasons.
- * Enter any area where you have no business unless authorised to do so by the person in charge.
- * Negligently, carelessly or wilfully cause damage to property of others.
- * Refuse to give evidence or deliberately make false statements during investigations.

2.11 General Record Keeping

The Principal Contractor and all Sub Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993; and with the Construction Regulations (2014). The Principal Contractor shall ensure that all records of incidents/accidents, training, inspections; audits, etc. are kept in a health & safety file held in the site office.

Then Principal Contractor must ensure that every Sub Contractor opens its own health & safety file, maintains the file and makes it available on request.

2.12 Inspection of equipment and tools.

The following items of equipment must be regularly inspected and maintained and appropriate records kept.

- * First Aid dressing registers.
- * Firefighting equipment
- * Portable electrical equipment
- * Stacking and storage inspections
- * Excavations
- * Construction vehicles and mobile plant.
- * Health and Safety Representatives checklists

2.13 Health & Safety Audits, Monitoring and reporting

The Client shall conduct monthly health & safety audits of the work operations including a full audit of physical site activities as well as an audit of physical site activities as well as an audit of the administration of health & safety. The Principal Contractor is obligated to conduct similar audits on all Sub Contractors appointed by them. Detailed reports of the audit findings and results shall be reported on at all levels of project management meetings/forums. Copies of the Client audit reports shall be kept in the primary Project Health & Safety File while the Principal Contractor audit reports shall be kept in their file, a copy being forwarded to the Client. Principal Contractors have to audit their sub-contractors and keep records of these audits in their health & safety files, available on request.

2.14 Emergency Procedures

The Principal Contractor shall submit a detailed Emergency Procedure for approval by the client prior to commencement on site. The procedure shall detail the response plan including the following key elements:

1. List of key competent personnel.
2. Details of emergency services.
3. Actions or steps to be taken in the event of the specific types of emergencies.
4. Information on hazardous material/situations.

Emergency procedure(s) shall include but shall not be limited to fires, spills, accidents to employees, use of hazardous substances, bomb threats, major incidents/accidents, etc. The Principal Contractor shall advise the Client in writing forthwith of any emergencies together with a record of action taken. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel.

2.15 First Aid Boxes and First Aid Equipment

The Principal Contractor and all Sub Contractors shall appoint in writing First Aider(s). The appointed First Aider(s) are to be sent for accredited first aid training. Valid certificates are to be kept on site. The Principal Contractor shall provide an on-site First Aid Station with first Aid facilities including first aid boxes adequately stocked at all times. All Sub-Contractors with more than 5 employees shall supply their own first aid box and Sub-Contractors with more than 10 employees shall have a trained, certificate first aider on site at all times.

2.16 Accident/Incident Reporting and Investigation

Injuries are to be categorised into first aid; medical; disabling; and fatal. The Principal Contractor must stipulate in its construction phase health & safety plans how it will handle each of these categories. When reporting injuries to the Client, these categories shall be used. The Principal Contractor shall investigate all injuries, with a report being forwarded to the Client forthwith. All Contractors have to report on the 4 categories of injuries to the Principal Contractor at least monthly. The Principal Contractor must report all injuries to the Client in the form of a detailed injury report at least monthly.

2.17 Hazards and Potential Situations

The Principal Contractor shall immediately notify other Sub Contractors as well as Afroteam Consultants of any Hazardous or Potentially hazardous situations that may arise during performance of construction activities.

2.18 Personal Protective Equipment (PPE) and Clothing

The Principal Contractor shall ensure that all employees are issued and wear hard hats, safe footwear and overalls. The Principal Contractor shall clearly outline procedures to be taken when PPE or clothing is:

1. Lost or stolen;
2. Worn out or damaged

The above procedure applies to Sub Contractors and their contractors as they are all employers in their own right.

2.19 Occupational Health and Safety Signage

The Principal Contractor shall provide adequate on-site OHS signage including but not limited to "no unauthorised entry, report to site office, site office, beware of overhead work, hard hat area". Signage shall be posted up at all entrances to site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations.

2.20 Contractors and their Sub Contractors

The Principal Contractor shall ensure that all Sub Contractors under its control comply with this Specification, the OHS Act 85/1993, Construction Regulations (2014), and all other relevant

legislation that may relate to the activities directly or indirectly. The Principal Contractor when appointing other Contractors as 'Sub-contractors', shall ensure compliance.

2.21 Physical Requirements

2.22 Excavations, Shoring, De watering or Drainage

The Principal Contractor and any relevant Sub Contractors shall make provision in their tender for shoring, dewatering or drainage of any excavation as per this specification.

The Contractor shall make sure that:

- a) The excavations are inspected before every shift each occurrence of rain or change to the excavation / shoring and a record is kept;
- b) Any excavation shall be adequately shored if people are required to work in the excavations and the depth is more than 1.5 meters or where conditions render this necessary at lesser depths. Undercutting is not allowed.
- c) Safe work procedures have been communicated to the employees.
- d) Excavated material shall be placed as far as possible from the trench as practically possible. A close watch shall be maintained at all times for signs of slipping, e.g. cracks developing at the edges of the excavation.
- e) The safe work procedures are enforced and maintained by the Contractor's Responsible persons at all times.
- f) The requirements as per section 11 of the Construction Regulations are adhered to.
- g) Due to the condition off the soil (water) extra precaution must be taken when shoring.

2.23 Edge Protection and penetrations

The Principal Contractor must ensure that all exposed edges and openings are guarded and demarcated at all times until permanent protection has being erected. The Principal Contractor's risk assessment must include these items. E.g. protection of decking edges, finished floor slab edges, stairways, floor penetrations, lift shafts, and all other openings and areas where a person may fall.

2.24 Piling

The Principal Contractor shall ensure that piling is undertaken by a competent Contractor and a SWP shall be submitted to the Client for approval before commencement of this work.

2.25 Stacking of Materials

The Principal Contractor and other relevant Sub Contractors shall ensure that there is an appointed staking supervisor and all materials, formwork and all equipment is stacked and stored safely.

2.26 Speed Restrictions and Protection

The Principal Contractor shall ensure that all persons in its employ, all Sub Contractors, and all those that are visiting the site are aware and comply with the site speed restriction(s). Separate vehicle and pedestrian access routes shall be provided, maintained, controlled, and enforced.

2.27 Hazardous Chemical Substances (HCS)

The Principal Contractor and other relevant Sub Contractors shall provide the necessary training and information regarding the use, transport, and storage of HCS. The Principal Contractor shall ensure that the use, transport, and storage of HCS are carried out as prescribed by the HCS Regulations. The Contractor shall ensure that all hazardous chemicals on site have a Material Safety Data Sheet (MSDS) on site and the users are made aware of the hazards and precautions that need to be taken when using the chemicals. The First Aiders must be made aware of the MSDS and how to treat HCS incidents appropriately.

2.27 Plant and Machinery

2.28 Construction Plant

“Construction Plant” includes all types of plant including but not limited to cranes, piling rigs, excavators, construction vehicles and all lifting equipment.

The principal Contractor shall ensure that all such plant complies with the requirements of the OHS Act 85/1993 and Construction Regulations (2014). The Principal Contractor and all relevant Sub Contractors shall inspect and keep records of inspections of the construction plant used on site. Only authorised/competent persons are to use machinery under proper supervision. Appropriate PPE and clothing must be provided and maintained in good condition at all times. Proofs of medical test as required by the Construction regulations are available for inspection by the Client.

Vehicles shall not enter site with:

- * Defective exhaust systems
- * Serious oil or fuel leaks
- * Unsafe bodywork or loads
- * Non-standard equipment fitted.
- * Improperly seated passengers
- * Any obvious mechanical defects.

All earth moving equipment shall be operated in accordance with good safety practice so as to protect the safety of the operator and other workers or persons in the area. All earth moving equipment shall be equipped with a reverse siren

2.29 Fire Extinguishers and Fire Fighting Equipment

The Principal Contractor and relevant Sub Contractors shall Provide adequate, regularly serviced fire fighting equipment located at strategic points on site, specific to the class of fire likely to occur. The appropriate notices and signs must be posted up as required. A Fire risk survey must be conducted by a competent person; proof of survey must be kept in the Site Safety File.

2.30 Hired Plant and Machinery

The Principal Contractor shall ensure that any hired plant and machinery used on site is safe for use. The necessary requirements as stipulated by the OHS Act 85/1993 and Construction Regulations (2014) shall apply. The Principal Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the health & safety file. All relevant Sub Contractors must ensure the same.

2.31 Formwork and Support work for Structures

The Principal Contractor shall ensure that the provisions of section 10 of the Construction Regulations (2014) are adhered to. These provisions must include but not be limited to ensuring that all equipment used is examined for suitability before use; that all formwork and support work is inspected by a competent person immediately before, during and after placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work has being removed. Records of all inspections must be kept in a register on site.

2.32 Lifting Machines and Tackle

The Principal Contractor and all Contractors shall ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations and the Construction Regulations (section 20). There must be competent lifting machinery and tackle inspector who must inspect the equipment daily or before use, taking into account that:

1. All lifting machinery and tackle has a safe working load clearly indicated
2. Regular inspection and servicing is carried out;
3. Records are kept of inspections and of service certificates;
4. There is proper supervision in terms of guiding the loads that includes a trained banks man to direct lifting operations and check lifting tackle;
5. The tower crane bases have been approved by an engineer;
6. The operators are competent as well as physically and psychologically fit to work and in possession of a medical certificate of fitness to be available on site.

2.33 Ladders and Ladder Work

The Principal Contractor shall ensure that all ladders are inspected monthly, are in good safe working order, are the correct height for the task, extend at least 1m above the landing, fastened and secured, and at a safe angle. Records of inspections must be kept in a register on site. Sub-Contractors using their own ladders must ensure the same. Ladders shall not be used as horizontal walkways or as scaffolding. Tools or equipment must be carried in suitable slung containers or hoisted up to the working position.

2.34 General Machinery

The Principal Contractor and relevant Sub Contractors shall ensure compliance with the driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing, and training those who use machinery.

2.35 Portable Electrical Tools and Explosives Powered Tools

The Principal Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation. The Principal contractor shall ensure that all-electrical tools, electrical distribution boards, extension leads, and plugs are kept in safe working order. Regular inspections and toolbox talks must be conducted to make employees are aware of the dangers and control measures to be implemented e.g. personal protection equipment, guards, etc.

The Principal contractor shall consider the following:

1. A competent person undertakes routine inspections and records are kept
2. Only authorised trained persons use the tools;
3. The safe working procedures apply;
4. Awareness training is carried out and compliance is enforced at all times and
5. PPE and clothing is provided and maintained.
6. A register indicating the issue and return of all explosives round.
7. Ensure that the cartridges and explosive tool is lock up separately
8. Signs to be posted up in the areas where explosive powered tools are being used.
(WARNING – EXPLOSIVE POWERED TOOL IN USE – KEEP CLEAR).

2.36 High Voltage Electrical Equipment

No high voltage electrical equipment is present on under or above the construction area.

2.37 Public and Site Visitor Health & Safety

The Principal Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimise those dangers. Appropriate health and safety notices and signs shall be posted up and that shall not be in the only measure taken.

Both the Client and the Principal Contractor have a duty in terms of the OHS Act 85/1993 to do all that is reasonably practicable to prevent members of the public and site visitors from being affected by the construction activities.

Site visitors must be briefed on the hazards and risks they may be exposed to and what measures are in place or should be taken to control these hazards and risks. A record of these 'induction' must be kept on site in accordance with the Construction Regulations.

2.38 Night Work

The Principal Contractor and other Sub Contractors shall not:

1. Transport persons together with goods or tools unless there is a appropriate area or section to store them;
2. Transport persons in a non-enclosed vehicle, e.g. truck; there must be a proper canopy (properly covering the back and top) with suitable sitting area.
3. Employees shall not be permitted to stand or sit at the edge of the transporting vehicle.

2.39 Traffic Accommodation

Construction traffic will obtain access to the site mainly from provincial roads.

All access points are to be provided with adequate temporary construction signage in accordance with the Road Traffic Signs to warn the travelling public regarding construction vehicles.

Where, in the sole discretion of the engineer, sight distances are deemed inadequate to ensure safety, access points are to be controlled by suitably qualified and equipped labour during all construction hours.

This may include Stop/Go facilities controlling the travelling public, as well as flagmen. The above provisions will apply equally to access from provincial roads to and from the designated borrow areas.

2.40 Occupational Health

2.41 Occupational Hygiene

Exposure of employees to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and all Principal Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards. Prevent inhalation, ingestion, and absorption of any hazardous substance and high noise level exposure. Site-specific health risks are tabled in Annexure C e.g. cement dust, wet cement, wood-dust, noise, etc.

2.42 Welfare Facilities

The principal Contractor must supply Sufficient toilets (1 toilet per 30 employees), showers (1 for every 15 employees), changing facilities, hand washing facilities, soap, toilet paper, and hand drying material must be provided. Waste bins must be strategically placed and emptied regularly. Safe, clean storage areas must be provided for employees to store personal belongings and personal protective equipment. Employees should not be exposed to hazardous materials/substances while eating and must be provided with sheltered eating areas.

2.43 Alcohol and other Drugs

No alcohol and other drugs will be allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report, this to the Principal Contractor forthwith. Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Principal Contractor or Sub Contractor concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION (HSS)
PROJECT: APPOINTMENT OF A CONTRACTOR FOR THE
REHABILITATION OF GRAVEL ROADS AND STORMWATER STRUCTURES
IN CALA

The Principal Contractor and Sub Contractors must submit proof of compliance with Annexure A with the construction phase H&S plan where applicable.

HSS Item No.	Requirement	OHS Act Requirement	Submission Date
2.3.1	Notification of Construction work	Complete Schedule 1 (Regulations 4 of the construction regulation)	Before commencement on site
2.3.2	Assignment of Responsible Person to Supervise Construction work	All relevant appointments, as per OHS Act and Construction Regulations.	Before commencement on site
2.3.3	Competence of Responsible Persons	Client Requirement & OHS Act	Together with H&S plan
2.3.4	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	COIDA Requirement	Together with H&S plan
2.3.5	Occupational Health and Safety Policy	OHS Act	Together with H&S plan
2.3.6	Health and Safety Organogram	Client Requirement	Together with H&S plan
2.3.7	Initial Hazard Identification and Risk Assessment based on the Client's assessment	Client Requirement	Together with H&S plan
2.3.8	Health and Safety Representative	OHS Act	Submit as soon as there are more than 20 employees on site
	Other		

ASSIGNMENT OF PRINCIPAL CONTRACTOR'S RESPONSIBLE PERSONS
PROJECT: APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF GRAVEL ROADS AND STORMWATER STRUCTURES IN CALA

ANNEXURE B

The Principal Contractor shall make the following appointments according to the initial risk assessment: (further appointments could become necessary as project progress)

Appointment	OHS Reference	Requirement
CEO Assignee	Section 16(2)	A competent person to assist with the on-site H&S overall responsibility – Contractor's Responsible Person
Construction Work Supervisor	CR 6.1	A competent person to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties.
Subordinate Construction Work Supervisors	CR 6.2	A competent person to assist with daily supervision of construction / building work. The person assists the Construction Work Supervisor.
Health & Safety Representative(s)	Section 17	A competent person(s) to inspect H&S in reference to plant, machinery and Health & Safety of Persons in the Workplace.
Health & Safety Committee Member(s)	Section 19	A competent person(s) representing the employer to assist with the on-site Health & safety Matters.
Incident Investigator	GAR 9(2)	A competent person to investigate incidents / accidents on site and could be: <ul style="list-style-type: none"> • The employer • H&S Representative • Designated person • Member of the H&S Committee
Risk assessment co-ordinator	CR 7	A competent person to co-ordinate all risk assessments on behalf of the Principal Contractor. The same applies to Contractors.
Fall protection plan co-ordinator	CR 8	A competent person to prepare & amend the fall protection plan.
First Aiders	GSR 3	A qualified person to address all on site first aid cases.
Machinery Inspector	GSR 2.1	A competent person to supervise machinery.
Lifting machine & equipment inspector	DMR 18	A competent person to inspect lifting machines equipment & tackle.
Formwork & support work inspector	CR 10	A competent person to inspect formwork & support work.
Excavation Inspector	CR 11	A competent person to inspect excavation work and ensure that approved safe working procedures are followed at all times.
Ladder Inspection	GSR 13A	A competent person to inspect ladders daily and ensures they are safe for use, keeping monthly record.
Stacking Supervisor	CR 26	A competent person to supervise all stacking and storage operations.
Explosive powered tools inspector/supervisor	CR 19	A competent person to inspect & clean the tool daily and controlling all operations thereof.
Temporary electrical installations supervisor	CR 22	A competent person to control all temporary electrical installations.

Fire-fighting equipment inspector	CR 27	A competent person to inspect fire-fighting equipment.
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OTHER REQUIREMENTS
PROJECT: APPOINTMENT OF A CONTRACTOR FOR THE
REHABILITATION OF GRAVEL ROADS AND STORMWATER STRUCTURES
IN CALA

ANNEXURE C

The Principal Contractor shall comply but not be limited to the following requirements: report on these to the Client at progress meetings or at least monthly whichever is sooner.

What	When	Output	Accepted by Client & date
Notification of construction works	Before commencement of work	Acknowledgement of notification from DoL	
Induction training	Every employee before he/she starts work.	Attendance registers	
Awareness Training (Tool Box Talks)	At least weekly	Attendance registers	
Health & Safety Reports	Monthly	Report covering: <ul style="list-style-type: none"> Incidents / accidents and investigations Non-conformances by employees & contractors Internal & External H&S audit reports 	
Emergency procedures	Ongoing evaluation of procedure	Table procedure in writing as well as emergency telephone numbers	
Risk assessment	Updated and signed off at least monthly	Documented risk assessment	
Safe work procedures	Drawn up before employees are exposed to new risks	Documented set of safe work procedures (method statements) updated and signed off.	
General Inspections	Weekly & daily	Report OHS Act compliance: <ul style="list-style-type: none"> Scaffolding Excavations Formwork & support work Explosive tools 	
General Inspections	Monthly	<ul style="list-style-type: none"> Firefighting equipment Portable electrical equipment Ladders Lifting equipment/slides 	
List of Contractors	List to be updated weekly	Table list, number of workers and Company tel. numbers	
Workman's Compensation	Ongoing	Table a list of Contractors' workman's compensation proof of good standing.	
Construction site rules & Section 37.2 Mandatory Agreement	Ongoing	Table a report of all signed up Mandatories.	

SAKHISIZWE MUNICIPALITY

BID NO: DIS/SLM/01/2022/23

APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF GRAVEL ROADS AND STORMWATER STRUCTURES IN CALA

C3.5.3 CONSTRUCTION ENVIRONMENTAL PLAN

WORKS SPECIFICATIONS

PART C: Environmental Management Plan

PES1 General

The Contract shall be conducted in accordance with the principles of Integrated Environmental Management (IEM) "in an environmentally and socially responsible manner" (DEAT 1992). This section details the controls and procedures necessary to achieve this goal.

The Contractor will be required to comply with the Project Environmental Specifications contained in this section. Should any conflict arise between the specifications contained in this section, and any other specification, the Project Environmental Specifications shall prevail.

The specifications detailed in this section relate to those construction activities which could have an adverse impact on the environment and which therefore require mitigation measures.

Items have been included in the Preliminary and General section of the Bill of Quantities to reflect compliance with the Project Environmental Specifications. Where no item is provided in the Bill of Quantities, the Contractors rates will be deemed to be inclusive of any costs incurred for compliance with the Project Environmental Specification.

PES2 Working Area

An area of the site will be defined by the Employer's Agent for use by the contractor. This area will include the designated areas listed below and the contractor will not be permitted access beyond this defined area, except for the security personnel will be required to patrol a wider area to prevent informal settlements.

Within the defined working area mentioned above, certain areas will be specifically designated by the Employer's Agent for the following activities:

- site camp
- stockpiling and storage of construction materials

In order to minimise the potential for erosion, vehicle access between the above-mentioned areas will be restricted to corridors defined by the Employer's Agent, and multiple access tracks across the veld will not be permitted. Should excessive vehicle tracks be made, the Contractor shall be required to rehabilitate the extra tracks at his own cost. Rehabilitation shall involve ripping of the compacted earth to a depth of 150mm to loosen the earth, and grass seeding according to specification.

PES3 Site Camps

Where site camps are to be established the topsoil is to be removed to the base of the A-horizon or to a depth of 150mm, whichever is the greater, and stockpiled according to the SANS specifications.

The site shall be located more than 20m from watercourses. Runoff from the site must be prevented from entering the watercourse or wetland.

Site camps and surrounds are to be maintained in a clean orderly and presentable condition at all times.

Waste water from kitchen and ablution facilities shall be led to soak pits and shall not be discharged to rivers or streams.

Tanks for fuels oils etc. shall be bunded with earth berms adequate to contain any possible spills.

After completion of the Works the contractor shall restore the area used by him to its former condition, including removal of rubble and foundations, and to the satisfaction of the Employer's Agent.

PES4 Sanitation

Adequate toilet facilities are to be provided within 200m of the Works. All toilets shall be maintained by the Contractor in a clean sanitary condition to the satisfaction of the Employer's Agent. Toilets shall not be located on flood plains where the possibility of flooding exists.

Contractors shall instruct their staff and sub-contractors that they must use the toilets provided and not the veld, bush or streams.

PES5 Refuse

The site is to be kept clean, neat and tidy to the Employer's Agent's satisfaction. The Contractor shall provide bins at the Work sites and shall be responsible for disposal of refuse and waste generated by his staff on a daily basis. Domestic litter or construction waste may not be left lying about on site.

Refuse and construction waste shall be disposed of at an approved dump site.

No burning of refuse is permitted.

PES6 Dust

Dust is regarded as a nuisance when it reduces visibility, soils private property or is aesthetically displeasing. Dust also reduces the value of grazing grasses and retards plant growth.

Dust generated by construction related activities must therefore be minimised.

The Contractor shall control dust over the site of the Works, on access roads/tracks, on stockpiles and spoil sites or borrow pits.

Control of dust shall involve spraying with water. The quantities of water used should not be large enough or applied with sufficient force to generate run off which could result in soil erosion. A water cart shall be provided by the Contractor to control dust levels.

PES7 Noise

Noise levels are to be kept within reasonable norms as determined by the Employer's Agent, taking into account the context of the rural setting.

Silencers shall be fitted to all machinery and vehicles shall be well maintained.

The Contractor shall inform residents of any excessive noise that is anticipated due to construction activities, for example blasting for excavation. This notice shall be given at least 2 days before the event generating higher noise levels.

Any complaints received by the Employer's Agent regarding noise will be recorded and communicated to the Environmental Control Officer.

PES8 Social Disruption

The Contractor's staff shall in no way be a nuisance to residents in the vicinity of construction activities. Any complaints received by the Employer's Agent will be addressed and the relevant persons will face suspension from the project.

No access to private property will be allowed.

PES9 Informal Settlements

The Contractor shall require his security personnel to patrol the entire site (not just the site of current operations as defined in PES3), and report any sign of informal shack development within three hours of commencement of such activity.

PES10 Traffic

Traffic, especially heavy vehicle traffic, has the potential to draw complaints from other road users and neighbours. The Contractor will be expected to address any complaints received.

The Contractor shall instruct his drivers, suppliers, plant operators and any other vehicle operators travelling to and from the site as a result of the construction contract, that vehicles will be expected to comply with all roads ordinances, particularly with regard to;

- Speed limits
- Preventing Overloading
- Roadworthiness
- Securing of loads
- Covering of any loads that could generate dust
- Avoiding spillage of liquids, sand, soil or other material

General consideration and courtesy to other road users will also be expected of drivers.

PES11 Overhead Power Lines

Where work is being carried out in the vicinity of overhead power lines, the Contractor is responsible for ensuring that all persons working in such areas are aware of the relatively large distance that high voltage electricity can 'short' to earth when large masses of steel such as steel pipes or machinery are close to power lines. The Contractor's attention is drawn to OHSA (1993) which gives safe clearances for various voltages.

PES12 Removal Of Protected Plants From Site

Certain species of indigenous plants that occur on the site are protected by law. A horticulturist has been designated the responsibility for relocating these plants from the "Working Area" prior to the Contractor moving on site.

No removal of any plants from beyond the Working Area will be permitted. The Contractor shall be responsible to ensure that no unauthorized removal of plants is allowed. In the event of removal of legally protected species, the persons responsible shall be liable for prosecution under the relevant provincial ordinance. Security Staff will report any infringements related to this.

The Contractor shall confirm with the ECO that the horticulturist has removed the said plants from the Working Area before the Contractor moves on site.

PES13 Fire Prevention And Control

The Contractor and his staff are expected to be very conscious of fire risks. The Contractor shall hold fire prevention talks with staff to create an awareness of the risks of fire. Regular reminders to staff on this issue are required.

The Contractor shall at all times ensure that fires do not start or spread within the site or the environs thereof as a result of the Works or the actions of employees. In the event of such fire the Contractor shall immediately employ such plant and labour as is at his disposal and shall take all other necessary action to bring any such fire under control, all at his own cost.

A fire extinguisher must be on hand whenever welding or any other spark generating activity is conducted.

In addition, rubber beaters are to be on hand at all work stations at all times as these represent the quickest form of response to fire.

No fires may be made other than for the purpose of cooking. Cooking fires must be contained in a fire drum and be in a designated area approved by the Employer's Agent. All fires are to be extinguished with water once they have served their purpose.

No fire is to be left unattended at any time.

No burning of grassland to clear is permitted.

No cutting of timber for firewood will be allowed.

No fires are to be allowed when the Fire Danger Index is high (46 and above) ie. fire alert stage yellow.

The Contractor shall be liable for all costs and damages resulting from fire and fire fighting.

PES14 Environmental Training

The Contractor shall be responsible for conducting Environmental Training amongst his employees to ensure that they have the necessary knowledge to comply with the Environmental Specifications. Employees should be made aware of the Environmental Specifications and the reasons for them.

PES15 Work Stoppage

The Employer's Agent shall have the right to order work to be stopped in the event of significant infringements of the Environmental Specifications until the situation is rectified in compliance with the specifications. In this event the Contractor shall not be entitled to claim for delays.

This clause shall apply in the case of infringements of a nature whereby full remediation of circumstances arising from the infringement will not be possible at a later date. For example mixing topsoil with subsoil; activities that are polluting or may cause pollution of water.

PES16 Environmental Monitoring

The Employer's Agent will monitor the Contractor's performance in relation to the Environmental Specifications on a daily basis. He will be assisted in this regard by the Environmental Control Officer.

The ECO shall inspect the site on a regular basis. After each ECO site visit a report will be submitted to the Employer's Agent and Sakhisizwe Municipality. The content of these reports will be made known to the Contractor by the Employer's Agent. Any infringement of the Environmental Specification will be indicated in the report. These reports will also aim to anticipate problems which may arise so that the Contractor can be alerted to potential environmental risks and take appropriate action.

PES17 Measurement and Payment

The Tendered rates shall be deemed to cover all costs associated with the compliance with the Environmental Specification.

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C3.5.4 DRAWINGS LIST

1. Bound into this Document

<u>Drawing Number</u>	<u>Description</u>
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NOTE:

Originals of reduced drawings are available for inspection at the offices of the Employer's Agent, or copies may be purchased by arrangement with the Employer's Agent. No claims for misunderstanding reduced drawings will be considered.

Part C4: Site Information

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C4.1. Land Survey Investigation

The land survey investigation has been undertaken and the geotechnical report is available. Bidders who require a copy of the report are required to liaise with the Engineer for access to the report.

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C4.2. Locality Plan

The sites are located at Cala in the Eastern Cape. The site locality maps for the sites are as shown below.



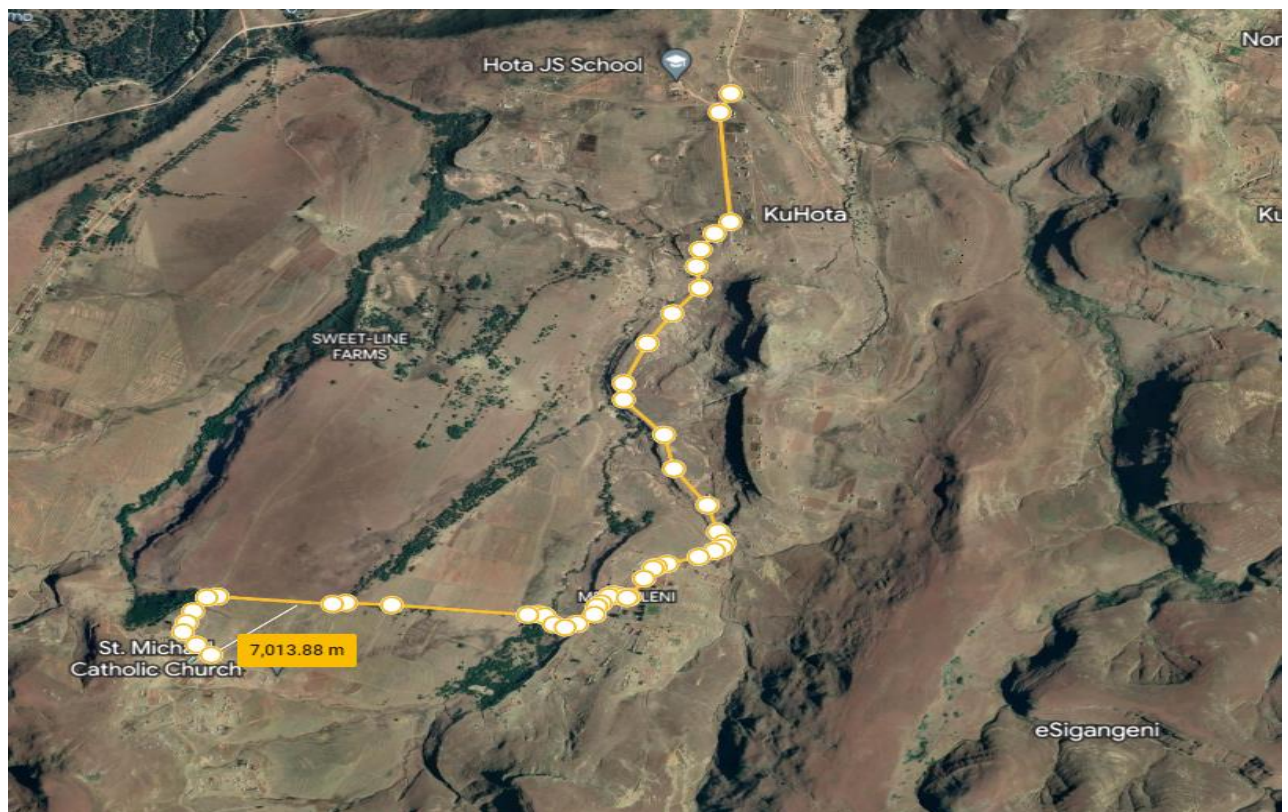
Map 1.1: Mgwala bridges Locality Map



Map 1.2: Mthata Road Site Locality



Map 1.3: Lepasini Road and Bridge Site Locality



Map 1.3: Hota- Mbewula Road and Bridge Site Locality

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APPOINTMENT OF A CONTRACTOR FOR THE REHABILITATION OF GRAVEL ROADS AND STORMWATER STRUCTURES IN CALA

C4.3. Tender Drawings

The full set of tender drawings, A3 size is attached hereto.