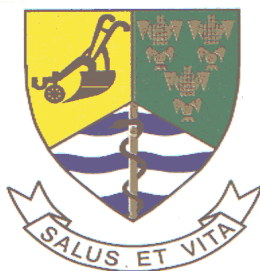


BELA-BELA LOCAL MUNICIPALITY



BID DOCUMENT

BID NO: 9/3/1/439

REHABILITATION OF PAUL SAUER STREET (WARD 6)

CLOSING DATE: 03 JULY 2026

CLOSING TIME: 12:00PM

A BID FOR CATEGORY 5CE or HIGHER CIDB REGISTERED CONTRACTORS

TECHNICAL ENQUIRIES	BIDDING RELATED ENQUIRIES
Manager: Engineering Planning Mr. M.M Mojela BELA-BELA LOCAL MUNICIPALITY 58 Chris Hani Drive BELA-BELA 0480 Tel: (014) 736 8000 Fax: (014) 736 3288 E-mail: MojelaM@belabela.gov.za	Manager: Supply Chain Management Ms. K.J Makgobela BELA-BELA LOCAL MUNICIPALITY 58 Chris Hani Drive BELA-BELA 0480 Tel: (014) 736 8201 Fax: (014) 736 3288 E-mail: MakgobelaKJ@belabela.gov.za

NAME OF BIDDER (BIDDING ENTITY) :

TEL NUMBER :

FAX NUMBER :

THE OFFERED TOTAL OF THE PRICES, INCLUDING VALUE ADDED TAX, IS:

R..... (In figures)



LIST OF PROJECT DOCUMENTS

The following documents are relevant to this Bid and Bidders are advised to obtain their own copies thereof:

- 1) "General Conditions of Contract for Construction Works, Third Edition 2015 (GCC 2015) issued by the South African Institution of Civil Engineering (Short title "General Conditions of Contract 2015").
- 2) "Standardized Specifications for Civil Engineering Construction" SANS 1200
- 3) The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulation 2014/2014 (Government Gazette No 37305 of 07 February 2014, Notice No 10113, Vol 584).
- 4) In addition, Bidders are advised, in their own interest, to obtain their own copies of the following acts, regulations and standards referred to in this document as they are essential for the Bidder to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies and participation of targeted enterprise and labour.
 - a) The Construction Industry Development Board Act No 38 of 2000 and the Regulations in terms of the CIDB Act 38/2000, Government Gazette No 42622 of 8 August 2019
 - b) SANS 1921:2004 Construction and Management
 - Part 1: General Engineering and Construction Works.
 - Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor.
 - Part 5: Earthworks Activities which are to be performed by hand.
 - c) Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and its Regulations as published in the Government Gazette No. 47452 of 04 November 2022

The Project Document, containing the Bid Notice, Conditions of Tender, Bid Data, Returnable Schedules, General and Particular Conditions of Contract, Project Specifications, Pricing Schedule, Form of Offer and Site Information, is issued by the Employer. The Employer's Form of Acceptance and any correspondence from the selected Bidder, Performance Security and all Addenda issued during the period of bid will also form part of this document once a successful bidder has been appointed.

1) and 2) are available from the following organisations (as applicable):

- **CESA, PO Box 68482, Bryanston, 2021. Tel: (011) 463 2022 Fax: (011) 463 7383, E-mail: general@cesa.co.za**
- **SAICE, Private Bag X200, Halfway House, 1685. Tel: 011 805 5947/8, E-mail: civilinfo@saice.org.za**
- **SAFCEC**
- **South African Bureau of Standards**

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 <u>PORTION 1: THE TENDER</u>		
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	T1.2 Tender Data	Pink
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 <u>PORTION 2: THE CONTRACT</u>		
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PART C4	SITE INFORMATION	
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PART C5	DRAWINGS	

SUMMARY FOR BID OPENING PURPOSES

NAME OF BIDDING ENTITY:.....

PHYSICAL STREET ADDRESS:	POSTAL ADDRESS:

TELEPHONE NUMBER

FAX NUMBER :

E-MAIL ADDRESS :

CONTRACT PRICE : R

(Amount brought forward from the Form of Offer and Acceptance) *

Signed by authorised representative of the Bidding Entity:

DATE:

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

Contractor

Witness 1

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Witness 2

Employer

Witness 1

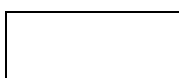
Witness 2

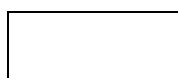
VERY IMPORTANT NOTICE ON DISQUALIFICATION

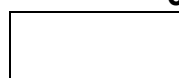
A Bid not complying with the peremptory requirements stated hereunder will be regarded as being a not **“Acceptable Bid”** and as such will be rejected.

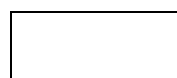
“Acceptable Bid” means any bid which, in all respects, complies with the conditions of the Bid and specifications as set out in the bid document, including conditions as specified in the Preferential Procurement Policy Framework Act No. 5 of 2000, Preferential Procurement Regulations as published in the Government Gazette No. 47452 of 04 November 2022 and related legislations:

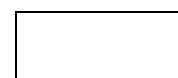
1. Attend the compulsory briefing session as scheduled and advertised. Bidders who do not attend the compulsory briefing session will not be evaluated on compliance and functionality.
2. Submit bid in the correct bid box.
3. Submit bid before closing date and time.
4. Fill in all the required information in all Forms/ Returnable Schedules (**See the “Returnable Document Checklist” section of this document**)
5. All bids must be submitted on the official forms provided by the municipality not to be re-typed or electronically filled.
6. Complete and sign all Forms/Schedules in ink. Do not use pencils or correction fluid to make corrections.
7. Make corrections, if necessary, only by placing a line across the words/numbers to be corrected and initial next to the amended text. Do not scratch out, write over rates, paint over rates or use correction fluid.
8. Do not remove pages from the bid document.
9. Ensure that witnesses sign where required.
10. Price the Bill of Quantities in full as required and not only provide lump sums.
11. Complete the Authority for Signatory form included in the tender document and attach a certified copy or original of the members/ director’s resolution/ power of attorney. In the case of the Joint venture, such documents must be attached for all parties.
12. Only the person authorised to do so may sign the bid offer.
13. Attach to the bid document a copy of a signed Joint Venture agreement (if applicable), with contents as guided in the **Construction Industry Development Board (CIDB) Best Practice Guideline #D2, Joint Venture Arrangements**.
14. Submit written proof of registration with the CIDB, in an appropriate Contractor grading designation of **5CE or Higher** (category), as required in the bid documentation. In the case of a joint venture bidders must submit a consolidated CIDB grading.
15. Submit Company registration documents. In the case of the Joint venture, such documents must be attached for all parties.
16. Submit Certified Copies of Identity Documents for the Director(s) of the Company. In the case of the Joint venture, such documents must be attached for all parties.

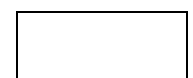

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

17. Submit proof of the Tax Compliance Status (verification Pin) issued by the South African Revenue Services (SARS) or Proof that necessary arrangements have been made to meet outstanding tax obligations. In the case of the Joint venture, such documents must be attached for all parties.
18. The Form of offer (**Part C1.1**) must be completed and signed by the authorised signatory.
19. Submit a copy of a valid letter of good standing for Workmen's compensation with the Department of Labour in terms of Compensation for Occupational Injuries and Diseases Amendment Act, No.61 of 1997 (as amended). In the case of the Joint venture, such documents must be attached for all parties.
20. Submit copies of municipal rates and taxes Accounts of both the company and director(s) not older than three (3) months and not in arrears of more than 90 days from the date of tender closure.

A lease agreement may be submitted where applicable but must also be accompanied by a Municipal Rates and Taxes Account of the leased property where the Lessee is responsible for such an account. If the Lessee is not responsible for the Municipal Rates and Taxes account, then a statement of account must be submitted as evidence that the Lessee has met their obligations.

If Municipal Rates & Taxes Account submitted is not in the name of the Company and/or any of the Directors, a written affidavit stating how the Account relates to the said Company and/or Director must be submitted. Furthermore, if the bidder is operating where municipal rates are not applicable, a copy of proof of residence from the traditional authority must be submitted (not older than (3) months before the closing date). In the case of the Joint venture, such documents must be attached for all parties.

21. Submit proof of registration with the **Central Data Base** (CSD) of the National Treasury. In the case of the Joint venture, such documents must be attached for all parties.
22. Attach Audited Annual Financial Statement (AFS) of the company if the bidder is required by law to prepare the Annual Financial Statement (AFS) for the past three (3) financial years or since establishment if established during the past three (3) financial years). In the case of the Joint venture, such documents must be attached for all parties.
23. The bidder attempts to influence or has in fact influenced the evaluation of the bid and/or the awarding of the contract.
24. The bidder during the last 5 years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

25. The bidder or any of his directors is listed on the Register of Bid 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.
26. The bidder has abused the Bela-Bela LM's Supply Chain Management System.
27. The bidder and any of its directors are in arrears for more than ninety (90) days for any municipal rates and taxes owed to the Bela-Bela LM or any other Municipality.
28. Irrespective of the procurement process followed, no award may be given to a person-
 - a) who is in the service of the state, or
 - b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or
 - c) who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.
29. The bidder may only submit a bid on the original documentation provided by the Bela-Bela LM or downloaded from the e-tender portal.
30. The Bidder cannot submit more than one bid for the same project.

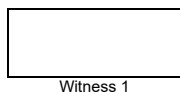
PLEASE NOTE:

1. **Section 217 of the constitution of the Republic of South Africa requires an organ of state to contract for goods and services in accordance with a system which is fair, equitable, transparent, competitive and cost effective.**
2. **The lowest bid / proposal will not necessarily be accepted, and the Municipality reserves the right to accept where applicable a part or portion of any bid or where possible accepts bids or proposals from multiple bidders.**
3. **Municipal Supply Chain Management policy and Preferential Procurement Policy Framework Act No 5 of 2000 and its regulations will be applied.**
4. **In this document and other documents referred to but not attached, the following words are synonymous with each other:**
 - a) **Client, Employer, Bela-Bela Local Municipality**
 - b) **Bidder, Contractor, Service Provider**
 - c) **Bid and Tender and Variations Thereof**
 - d) **Joint Venture / Consortium**

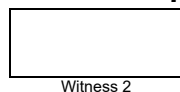
APPROVED BY:

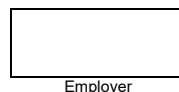
Mr T.G RAMAGAGA
Municipal Manager
Bela-Bela Local Municipality

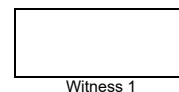

Contractor

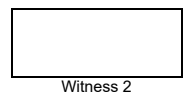

Witness 1

7


Witness 2


Employer


Witness 1


Witness 2

RETURNABLE DOCUMENT CHECKLIST

Bidders to complete this checklist to ensure that all information in the Bid Document is completed, included and read by the Bidder.

DESCRIPTION	OUTCOME IF NOT COMPLIED WITH	COMPLETED/ INCLUDED/ READ
All pages requiring signatures signed by the Bidder (Authorized Person)	Non-responsive, bid eliminated	☐
Correct bid offer amount on BOQ carried forward to Bid Summary and the Form of offer	Non-responsive, bid eliminated	☐
Part 2: Data provided by the Contractor completed (Section C1.2 Contract Data)	Non-responsive, bid eliminated	☐

RETURNABLE SCHEDULES (T2.1)

Record of Addenda to Bid Document – Form A	Non-responsive, bid eliminated	☐
Schedule of Amendments, Qualifications and Alterations – Form B	Non-responsive, bid eliminated	☐
Certificate of Authority for Signatory – Form C	Non-responsive, bid eliminated	☐
Compulsory Declaration – Form D	Non-responsive, bid eliminated	☐
Declaration of Good Standing Regarding Tax (MBD 2) – Form E	Non-responsive, bid eliminated	☐
Declaration of Interest (MBD 4) – Form F	Non-responsive, bid eliminated	☐
Municipal Declaration and returnable documents (MBD 5.1) – Form G	Non-responsive, bid eliminated	☐
Audited Annual Financial Statements for the past three (3) years (MBD 5.2) – Form H	Non-responsive, bid eliminated	☐
Municipal Utility account (MBD 5.3) – Form I	Non-responsive, bid eliminated	☐
Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 (MBD 6.1) – Form J	Non-responsive, bid eliminated	☐

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DESCRIPTION	OUTCOME IF NOT COMPLIED WITH	COMPLETED/ INCLUDED/ READ
Declaration of Bidder's Past Supply Chain Management Practices (MBD 8) – Form K	Non-responsive, bid eliminated	☐
Certificate of Independent Bid Determination (MBD 9) – Form L	Non-responsive, bid eliminated	☐
Financial References – Form M	Non-responsive, bid eliminated Information or bank history not available, possible risk	☐
Valid Letter of good standing for the Workmen's compensation with the Department of Labour – Form N	Non-responsive, bid eliminated	☐
Proposed key Personnel – Form O	Non-responsive, bid eliminated No designated personnel, possible risk on experience to carry out the works.	☐
Schedule of Works Previously Executed – Form P	Non-responsive, bid eliminated Regarded as Bidder with no experience	☐
Schedule of Present Commitments – Form Q	Non-responsive, bid eliminated	☐
Schedule of Plant and Equipment – Form R	Non-responsive, bid eliminated Regarded as Bidder with limited resources to carry out the works.	☐
Functionality Criteria and Points claimed by Bidder – Form S	Non-responsive, bid eliminated Regarded as Bidder with limited resources and less experience to carry out the works.	☐
Schedule of Labour Content – Form T	Non-responsive, bid eliminated	☐

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT DATA (SECTION C1.1 AND C1.2)

Form of offer not signed	Non-responsive, bid eliminated	☐
Contract Data (Part 2: Data provided by the Contractor)	Non-responsive, bid eliminated	☐

PRICING DATA (SECTIONS C2.1 – C2.3)

Schedule of Quantities (All items in black ink)	Refer to pricing Instructions	☐
Calculation of Bid Sum	Refer to pricing Instructions	☐

REASON FOR NON-COMPLIANCE

CONTACT DETAILS

Office Phone No. _____

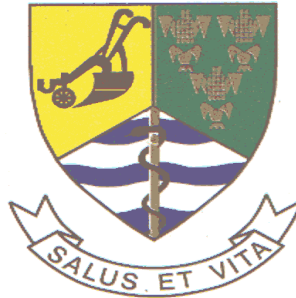
Office Fax No. _____

Cell Phone No. _____

SIGNED ON BEHALF OF BIDDER	DATE
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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

BELA-BELA LOCAL MUNICIPALITY



BID NO: 9/3/1/439

REHABILITATION OF PAUL SAUER STREET (WARD 6)

PORTION 1: THE TENDER

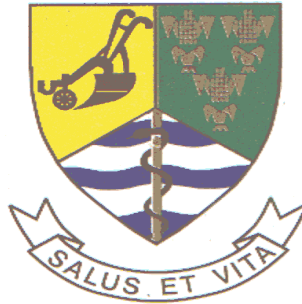
PART T1 TENDERING PROCEDURES

- T1.1 Tender notice and invitation to tender
- T1.2 Tender Data

PART T2 RETURNABLE DOCUMENTS

- T2.1 List of returnable documents
- T2.2 Returnable documents

BELA-BELA LOCAL MUNICIPALITY



BID NO: 9/3/1/439

REHABILITATION OF PAUL SAUER STREET (WARD 6)

PART T1: TENDERING PROCEDURES

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



Bela-Bela Local Municipality
 58 Chris Hani Drive, Bela-Bela
 Private Bag X1609, Bela-Bela, 0480

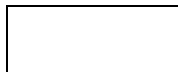


T1.1 TENDER NOTICE AND INVITATION TO BID

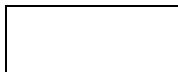
Suitably qualified Service Providers are hereby invited to submit bids for the following:

TENDER NUMBER	DESCRIPTION	EVALUATION CRITERIA	PRICE PER DOCUMENT (Non-Refundable)	CIDB GRADING	COMPULSORY BRIEFING SESSION	CONTACT PERSON	CLOSING DATE AND TIME
9/3/1/439	REHABILITATION OF PAUL SAUER STREET (WARD 6)	80/20 • Price • Specific Goals	R 1 500.00 or downloadable from e-tender portal	5CE or Higher	Date: 23 June 2026 Time: 10h00am Venue: Old Clinic, Behind Municipal Offices, 59 Chris Hani Drive, Bela-Bela.	Mr. M.M Mojela Tel: 014 736 8000 e-mail: MojelaM@belabela.gov.za and Ms M Komape Tel No: 012 664 0106 e-mail: info@mamoloko.co.za	03 July 2026 at 12:00pm
Documents are available from: Records Offices 1st floor Room F58 59 Chris Hani Drive Bela-Bela, 0480		All Applications must be submitted at: Bela-Bela Local Municipality In the Tender Box placed at the Records Office Room F58 Chris Hani Drive Bela-Bela, 0480					
All Supply Chain Management (SCM) queries must be directed to: Ms. K.J Makgobela Tel: (014) 736 8082 e-mail : MakgobelaKJ@belabela.gov.za							

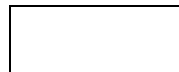
12



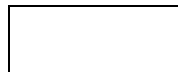
Contractor



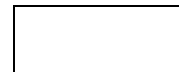
Witness 1



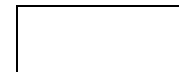
Witness 2



Employer



Witness 1



Witness 2

Minimum Requirements:

1. A copy of a Company Registration Certificate reflecting names and identity numbers of active shareholding must be attached (except for Sole Traders and Partnerships). In the case of the Joint venture, such documents must be attached for all parties.
2. Director's information and certified copies of Identity documents not older than 6 months. In the case of the Joint venture, such documents must be attached for all parties.
3. CSD report of the National Treasury. In case of Joint Venture, a Consolidated Central Supplier Database Registration (CSD) is required.
4. Valid SARS Tax Clearance Verification Code/Pin on SARS letterhead. In the case of the Joint venture, such documents must be attached for all parties.
5. Attach a certified copy or original members/directors' resolution in company's letter head. In the case of the Joint venture, such documents must be attached for all parties.
6. Copies of municipal rates and taxes accounts of both company and director(s) not older than 3 months and not in arrears for more than 90 days from the date of tender closure. A lease agreement may be submitted where applicable but must be accompanied by the municipal rates and taxes account of the leased property where the lessee is responsible for such account. If the lessee is not responsible for the municipal rates and taxes account, then a statement of account from the lessor must be submitted as evidence that the lessee has met their obligations. If municipal rates and taxes submitted is not in the name of the company and/or any of the directors, a written affidavit stating how the account relates to the said company and/or its directors must be submitted. Furthermore, if the bidder is operating where municipal rates are not applicable, a copy of proof of residence from the traditional authority must be submitted (not older than (3) months before the closing date). In the case of the Joint venture, such documents must be attached for all parties.
7. Attach a copy of a signed Joint Venture agreement (if applicable).
8. Attach Audited Annual Financial Statement (AFS) of the company if the bidder is required by law to prepare the Annual Financial Statement (AFS) for the past three (3) financial years or since establishment if establish during the past three (3) financial years. In the case of the Joint venture, such documents must be attached for all parties.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Category persons	100% Youth owned = 5 points, greater than 51% Youth owned = 3 points, greater than 0% and less than 51% Youth in shareholding = 1 point, 0% of Youth in owned = 0 point Maximum of 5 points
Gender	100% Women owned = 5 points, greater than 51% Women owned = 3 points, , greater than 0% and less than 51 % Women owned = 1 point, 0% of Women in owned = 0 point Maximum points of 5 points
Race	100% Black owned = 5 points, greater than 51% black owned = 3 points, , greater than 0% and less 51 % black owned = 1 point, 0% of black in owned = 0 point Maximum points of 5 points
Disability	100% people with disability owned = 5 points, greater than 51% people with disability owned = 3 points,, greater than 0% and less than 51% people with disability owned = 1 point, 0% of disability in owned = 0 point Maximum points of 5 points

9. Submit a copy of a valid letter of good standing for Workmen's compensation with the Department of Labour in terms of Compensation for Occupational Injuries and Diseases Amendment Act, No.61 of 1997 (as amended). In the case of the Joint venture, such documents must be attached for all parties.
10. MBD forms (to be completed and signed on the tender document)
11. Form of offer and acceptance (to be completed and signed on the tender document)
12. Bids received will be evaluated in terms of the 80/20 preferential point system as prescribed in the amended Preferential Procurement Policy Framework Act (No 5 of 2000).
13. Failure to comply with the above-mentioned conditions may invalidate your Bid.

Please Note:

1. Section 217 of the constitution of the Republic of South Africa requires an organ of state to contract for goods and services in accordance with a system which is fair, equitable, transparent, competitive, and cost effective.
2. No application(s) will be accepted from a person in the service of the state.
3. No telegraphic, telefax and late applications will be accepted.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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4. The lowest bid / proposal will not necessarily be accepted, and the Municipality reserves the right to accept where applicable a part or portion of any bid or where possible accepts bids or proposals from multiple bidders.
 5. The Municipal Supply Chain Management Policy and Preferential Procurement Policy Framework Act No 5 of 2000 and its regulations will be applied.

Mr. TG RAMAGAGA
MUNICIPAL MANAGER

Notice Number: 115/26

15

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE BELA-BELA LOCAL MUNICIPALITY					
BID NUMBER:	9/3/1/439	CLOSING DATE:	03 July 2026	CLOSING TIME:	12:00PM
DESCRIPTION	REHABILITATION OF PAUL SAUER STREET (WARD 6)				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO CONCLUDE A WRITTEN CONTRACT WITH THE CLIENT.					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS):

Bela-Bela Municipal Offices: 59 Chris Hani Drive,
Bela-Bela
0480

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open from 7:30 – 15:00pm, Monday - Fridays a week.

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:	

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Management	Engineering Planning	
CONTACT PERSON	Ms. K.J Makgobela	Mr. M.M Mojela	
TELEPHONE NUMBER	(014) 736 8201	(014) 736 8000	
FACSIMILE NUMBER	(014) 736 3288	N/A	
E-MAIL ADDRESS	MakgobelaKJ@belabela.gov.za	MojelaM@belabela.gov.za	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 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.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART 3.
- 2.5 BIDDERS MUST ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?
☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

☐ YES ☐ NO

3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

**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:

Contractor

Witness 1

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Employer

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T1.2 TENDER DATA

The Conditions of Tender applicable to this contract are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Construction Procurement (8 August 2019) as published in Government Gazette No. 42622, Board Notice 423 of 2019.

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

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

CLAUSE	SUB-TITLE	ADDITION OR VARIATION TO STANDARD CONDITIONS OF TENDER
1.1	Actions	The Employer is: Bela-Bela Local Municipality Private Bag x 1609 Bela-Bela 0480 The term “bid” in the context of this standard is synonymous with the term “tender”.
1.1.1	Actions	The Employer and each Bidder 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 Clauses 2 and 3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.
1.2	Bid Document	The Bid Document issued by the Employer comprises of one (01) volume. The volume consists of the following: THE TENDER Part T1: Tendering Procedures T1.1 Tender Notice and invitation to bid T1.2 Tender Data Part T2: Returnable Documents T2.1 List of Returnable documents T2.2 Returnable schedules forms C1.1 Form of Offer and Acceptance (Yellow) C1.2 Contract Data (White) C2.2 Bill of Quantities (Yellow) THE CONTRACT Part C1: Agreements and Contract Data C1.1 Form of Offer and Acceptance (Yellow) C1.2 Contract Data (White) C1.3 Performance Guarantee (White) Part C2: Pricing Data

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CLAUSE	SUB-TITLE	ADDITION OR VARIATION TO STANDARD CONDITIONS OF TENDER
		C2.1 Pricing Instructions (Yellow) C2.2 Bill of Quantities (Yellow) Part C3: Scope of Work C3 Scope of Work Part C4: Site Information, specifications, and special conditions C4.1 Site Information C4.2 Specification C4.3 Special Conditions
1.3.2	Interpretation	The Standard Conditions of Tender, the Bid Data, List of Returnable Documents and Returnable Schedules which are required for the bid evaluation purposes, shall also form part of the Contract arising from the invitation to Tender.
1.3.4	Add the following new clause 1.3.4 on Interpretation .	The Bid Documents have been drafted in English. The Contract arising from the invitation of tender shall be interpreted and constructed in English.
1.4	Communication and Employer's Agent	Communication and Employer's Agent (also known as the Engineer): MAMOLOKO AND ASSOCIATES ENGINEERS 44 Goree Street POLOKWANE Bendor 0699 Tel No: 012 664 0160 Contact person: Ms M Komape e-mail: info@mamoloko.co.za Each communication between the employer and a bidder shall be to or from the employer's agent only, and in a form that can be read, copied and recorded, and in the language stated in the tender data. The employer shall not take any responsibility for non-receipt of communications from or by a bidder. The name and contact details of the employer's agent are stated in the tender data. The language for communications is English
1.5.1	Cancellation and Re-invitation of Tenders	The employer may, prior to the award of the tender, cancel a tender if: (a) due to changed circumstances, there is no longer a need for the 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. (d) there is material irregularity in the tender process
1.5.4	Add the following new clause 1.5.4	The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability

Contractor

Witness 1

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Employer

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CLAUSE	SUB-TITLE	ADDITION OR VARIATION TO STANDARD CONDITIONS OF TENDER
	on Cancellation.	to a Bidder for such cancellation and rejection but shall give written reasons for such action upon written request to do so.
1.6.1	Procurement procedures: General	Unless otherwise stated in the tender data, a contract shall, subject to 3.13, be concluded with the Bidder who, in terms of 3.11, is the highest ranked or the Bidder scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.
1.6.2	Procurement procedures: Competitive Negotiation Procedure	Replace the contents of the clause with the following: The Municipal Manager may negotiate the final terms of a contract with an identified Bidder through a competitive bidding process as a preferred Bidder provided that such negotiation; a) Does not allow any preferred Bidder a second or unfair opportunity, b) It is not to the detriment of any other Bidder, and c) Does not lead to a higher price than the bid as submitted. Minutes of such negotiation will be kept for record purposes.
2.1	Tenderer's obligations: Eligibility	Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer. Only those Bidders who satisfy the following criteria are eligible to submit bids: • Only Bidders who employ staff which satisfy EPWP requirements are eligible to submit bids. The Bidder must have a staff member who has completed the NQF level 5-unit standards "Manage Labour Intensive Construction" • Only those Bidders who are registered with the National Treasury Central Service Provider Data Base (CSD), and • Only those Bidders who are registered with the CIDB, in a Contractor Grading equal to 5CE or HIGHER than a Contractor Grading designation determined in accordance with the sum offered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 5CE or HIGHER Class of construction work, are eligible to submit Bids. Joint Ventures are eligible to submit bids provided that: • The lead partner has a Contractor Grading Designation in the 5CE or HIGHER class of construction work; and, • The combined Contractor Grading Designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor designation determined in accordance with the sum offered for a 5CE or HIGHER class of construction work, is eligible to submit Bids.

 Contractor

 Witness 1

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 Employer

 Witness 1

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CLAUSE	SUB-TITLE	ADDITION OR VARIATION TO STANDARD CONDITIONS OF TENDER
2.2.1	Tenderer's obligations: Cost of tendering	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 comply with requirements.
2.2.3	Add the following to the clause 2.2.3 of the Tenderer's obligations: Cost of tendering	A non-refundable Bid deposit of R1 500.00 payable in cash or by bank guaranteed cheque made out in favour of the Bela-Bela Local Municipality, is required on collection of the Bid documents. Accept that the Employer will not compensate the Bidder for any costs incurred in attending interviews in the office of the employer or the Employer's agent (if required).
2.3	Check documents	Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
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.
2.5	Reference Documents	The document "General Conditions of Contract for Construction Works, Third Edition 2015 (GCC 2015)" of the South African Institute of Civil Engineers. Bidders, Contractors and Sub-Contractors shall obtain their own copies of this document for Bidding purposes and for use for the duration of the Contract from: The Secretary South African Institution of Civil Engineering Private Bag X200 Halfway House 1685 or SAICE House Block 19 Thornhill Office Park Becker Street Midrand Tel. 011 805 5947 and shall bear all expenses in this regard.
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.

 Contractor

 Witness 1

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 Employer

 Witness 1

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CLAUSE	SUB-TITLE	ADDITION OR VARIATION TO STANDARD CONDITIONS OF TENDER
2.7	Site Visit and Clarification Meeting	A compulsory site visit and clarification meeting will be held as follows: Location: Old Clinic, Behind Municipal Offices, 59 Chris Hani Drive, Bela-Bela Date: 23 June 2026 Starting time: 10h00am Bidders must sign the attendance list in the name of the bidding entity. Addenda will be issued to and Bids will be received only from those Bidding entities appearing on the attendance list of the compulsory briefing session.
2.8	Seeking Clarification	Replace the contents of the clause with the following: Request clarification of the Bid Documents, if necessary, by notifying the Employer's Official or the Employer's Agent indicated in the Bid Notice and Invitation to Bid (Section T1.1) in writing at least five (5) working days before the closing time stated in clause 2.15.
2.11	Alterations to Document	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer or to correct errors made by the Bidder. To correct errors made, draw a line through the incorrect entry and write the alteration above in black ink and write the initials of the authorised signatories next to the alteration. Do not make erasures using masking fluid.
2.12.1	Alternative Bid Offers	No alternative offers will be accepted
2.13	Submitting of Bid Offer	Add the following to the clause: No claim will be entertained for faults in the Offer Price resulting from any discrepancies, omissions or indistinct figures.
2.13.1		Each Bidder is required to return the complete set of documents as listed in the Tender Data with all the required information supplied and completed in all respects.
2.13.3		Parts of each Bid Offer communicated on paper shall be submitted as an original plus zero copies.
2.13.4		Add the following to the clause: "Only authorised signatories may sign the original and all copies of the Bid Offer where required in terms of 2.13.3. In the case of a ONE-PERSON CONCERN submitting a Bid, this shall be clearly stated.

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

CLAUSE	SUB-TITLE	ADDITION OR VARIATION TO STANDARD CONDITIONS OF TENDER
		In case of a COMPANY submitting a Bid, include a copy of a resolution by its board of directors authorising a director or other official of the company to sign the documents on behalf of the company. In the case of a CLOSED CORPORATION submitting a Bid, include a copy of a resolution by its members authorising a member or other official of the corporation to sign the documents on each member's behalf. In the case of a PARTNERSHIP submitting a Bid, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such authorisation shall be included in the Bid. In the case of a JOINT VENTURE submitting a Bid, include a resolution of each company of the Joint Venture together with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture." Accept that failure to submit proof of authorisation to sign the Bid shall result in a Bid offer being regarded as non-responsive.
2.13.5	Delivery of Bid	Replace the contents of the clause with the following: The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: Records Office F58 Physical address: Bela-Bela Local Municipality, 59 Chris Hani Drive, Bela-Bela, 0480 Postal address: Private Bag X1609, Bela-Bela, 0480 Identification details: REHABILITATION OF PAUL SAUER STREET (WARD 6)
2.13.6	Two-envelope procedure	A two-envelope procedure will not be followed.
2.13.9		Telephonic, telegraphic, telex, facsimile, electronic or e-mailed Bids will not be accepted. Accept that a tender submitted to the Employer cannot be withdrawn or substituted. No substitute tenders will be considered. All tenders received by the Bela-Bela Local Municipality will remain in the Municipality's possession until after the stipulated closing date and time.

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CLAUSE	SUB-TITLE	ADDITION OR VARIATION TO STANDARD CONDITIONS OF TENDER
2.14	Information and Data to be completed in all respects	Add the following to the clause: “Accept that the Employer shall in the evaluation of Bid Offers take due account of the Bidder’s past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in section T2.2 of contracts of a similar nature and magnitude which they have successfully executed in the past.” Accept that the Employer is restricted in accordance with clause 4(4) of the Construction Regulations 2003, to only appoint a Contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to Health & Safety (as required in clause 2.23) shall be regarded as justifiable and compelling reasons not to award a Contract to a Bidder.”
2.15.1	Closing time	The closing time and location for the submission of Bid Offers are: Closing date: 03 July 2026 Closing Time: 12h00pm Location: In the Tender Box placed at the Records office Room F58 59 Chris Hani Drive Bela-Bela 0480
2.16.1	Tender offer validity	The bid offer validity period is 90 days. Add the following to the clause: If the Bid validity expires on a Saturday, Sunday or public holiday, the Bid shall remain valid and open for acceptance until the closure of business on the following working day.
2.17	Clarification of Bid offer after Submission	Replace the contents of the clause with the following clause: “Provide clarification of a Bid offer in response to a request to do so from the Employer during the evaluation of Bid offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors resulting from the product of the unit rate and the quantity by the adjustment of certain line-item totals. No change in the unit rate or prices or substance of the Bid Offer is sought, offered, or permitted. The total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line-item totals and shall be binding upon the Bidder. Therefore, no change in the competitive position of tenderers or substance of the tender offer is sought, offered or permitted”

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CLAUSE	SUB-TITLE	ADDITION OR VARIATION TO STANDARD CONDITIONS OF TENDER
2.18	Provide other material	The Bidder shall, when requested by the Employer to do so, submit the names of all Management and Supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
2.19	Inspections, tests, and analysis	The Bidder must provide access during working hours to his premises for inspections on request.
2.22	Return of Bid Documents	Where a Bidder who received a Bid, Document does not submit a Bid, the Bid Documents issued to him must be returned to the Employer within 14 days after the closing date for submission of Bids.
2.23	Certificates	The following certificates / information/ documents must be provided with the Bid Offer (any Bid not complying with the below stipulations, listed a. to n. will be regarded as non-responsive and will therefore not be considered for further evaluation): - A copy of a Company Registration Certificate reflecting names and identity numbers of active shareholding must be attached (except for Sole Traders and Partnerships). In the case of the Joint venture, such documents must be attached for all parties. - Director's information and certified copies of Identity documents not older than 6 months. In the case of the Joint venture, such documents must be attached for all parties. - CSD report of the National Treasury. In case of Joint Venture, a Consolidated Central Supplier Database Registration (CSD) is required. - Valid SARS Tax Clearance Verification Code/Pin on SARS letterhead. In the case of the Joint venture, such documents must be attached for all parties. - Attach a certified copy or original members/directors' resolution in company's letter head. In the case of the Joint venture, such documents must be attached for all parties. - Copies of municipal rates and taxes accounts of both company and director(s) not older than 3 months and not in arrears for more than 90 days from the date of tender closure. A lease agreement may be submitted where applicable but must be accompanied by the municipal rates and taxes account of the leased property where the lessee is responsible for such account. If the lessee is not responsible for the municipal rates and taxes account, then a statement of account from the lessor must be submitted as evidence that the lessee has met their obligations. If municipal rates and taxes submitted is not in the name of the company and/or any of the directors, a written affidavit stating how the account relates to the said company and/or its directors must be submitted. Furthermore, if the bidder is operating where municipal rates are not applicable, a copy of proof of residence from the traditional authority must be submitted (not older than (3) months before the closing date). In the case of the Joint venture, such documents must be attached for all parties. - Attach a copy of a signed Joint Venture agreement (if applicable). - Attach Audited Annual Financial Statement (AFS) of the company if the bidder is required by law to prepare the Annual Financial Statement (AFS) for past three (3) financial years or since establishment if establish during the past three

Contractor

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CLAUSE	SUB-TITLE	ADDITION OR VARIATION TO STANDARD CONDITIONS OF TENDER
		(3) financial years, In the case of the Joint venture, such documents must be attached for all parties. i. Certificate of Contractor Registration with CIDB Grading of 5 CE or HIGHER issued by the Construction Industry Development Board. Certificates of Registration in respect of each partner, where a bidder satisfied the CIDB Contractor grading designation requirements through the formation of a joint venture. j. Submit a copy of a valid letter of good standing for Workmen's compensation with the Department of Labour in terms of Compensation for Occupational Injuries and Diseases Amendment Act, No.61 of 1997 (as amended). In the case of the Joint venture, such documents must be attached for all parties. k. Copy of certified Identity Documents l. Copy of Deed of Trust (if a trust is involved) m. Proof of Bank Account Note: Failure to provide these documents will result in the tender not being evaluated further in terms of Method 2 (Functionality, Price and Specific goals)
2.24 (Add the following new Clause)	Canvassing and obtaining of additional information by Bidder's	Accept that no Bidder shall make any attempt either directly or indirectly to canvass any of the Employers officials or the Employer's agent in respect of his Bid, after the opening of the Bids but prior to the Employer arriving at a decision thereon. No Bidder shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of Bids."
2.25 (Add the following new Clause)	Awards to close family members of persons in the service of the state	Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2 000.00 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause 2.25), or has been in the service of the state in the previous twelve months, including – a) the name of that person. b) the capacity in which that person is in the service of the state; and c) the amount of the award. In order to give effect to the above, the questionnaire for the declaration of interests in the bid of persons in service of state must be completed.
2.26 (Add the following new Clause)	Tax compliance pin	Submission of a Tax Compliance Verification Pin on a SARS letterhead is compulsory." "Bidders should note, that in accordance with legislation, no contract may be awarded to a / a person / entity who has failed to submit a Tax Compliance Verification Pin on a SARS letterhead from the South African revenue Service (SARS)

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CLAUSE	SUB-TITLE	ADDITION OR VARIATION TO STANDARD CONDITIONS OF TENDER																				
2.27 (Add the following new Clause)	Tender Disputes	Disputes on the tendering procedure will be settled by means of mutual consultation, mediation (with or without legal representation), or when unsuccessful in procedures as per the applicable laws in the Court of Law of the Republic of South Africa.																				
2.28 (Add the following new Clause)	Eligibility	Only those tenderers who can demonstrate that they will have in their employ, management and supervisory staff satisfying the requirements of the scope of work for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders. Tender Qualification: Labour Intensive Contracts To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria: a) Having participated in and graduated with fully satisfactory results from the relevant national qualification framework training organized under EPWP (or other similar project) and applying trained supervisory staff on a full-time basis for the execution of the works. LIC NQF Level 5. b) Proposals for timely acquisition (own, lease, hire, etc.) of the essential minimum equipment. c) The contractor will carry out the works using labour based work methods as described in Section 3 of the Scope of Work. The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirement. The contractor shall ensure that the minimum supervisor to worker ratio of 1:10 for effective supervision of Labour-intensive works for all LI activities																				
2.29 (Add the following new Clause)	Schedule of Labour Content	The minimum Labour Content for this Project shall be 11% calculated as the amount spend on labour wage divided by the total value of the project. The minimum job creation targets on the project shall be: <table><tr><th>Description</th><th>Total</th><th>Women</th><th>Youth</th><th>Disabled</th></tr><tr><td>Work Opportunities</td><td>36</td><td>21</td><td>19</td><td>1</td></tr><tr><td>Person Days</td><td>7920</td><td>4620</td><td>4180</td><td>220</td></tr><tr><td>Training Days</td><td>TBC</td><td>TBC</td><td>TBC</td><td>TBC</td></tr></table>	Description	Total	Women	Youth	Disabled	Work Opportunities	36	21	19	1	Person Days	7920	4620	4180	220	Training Days	TBC	TBC	TBC	TBC
Description	Total	Women	Youth	Disabled																		
Work Opportunities	36	21	19	1																		
Person Days	7920	4620	4180	220																		
Training Days	TBC	TBC	TBC	TBC																		

Contractor

Witness 1

Witness 2

Employer

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Witness 2

CLAUSE	SUB-TITLE	ADDITION OR VARIATION TO STANDARD CONDITIONS OF TENDER
2.30 (Add the following new Clause)	Additional Conditions of Bid	The additional Conditions of Bid are: 1. Bela-Bela Local Municipality may also request the Bidder to provide written evidence that his financial, labour and resources are adequate for carrying out project. 2. The Bela-Bela Local Municipality reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Bidder. The Bidder shall provide all reasonable assistance in such investigations. 3. The Bela-Bela Local Municipality reserves the right to appoint a different Service Provider for each project. The Bidder shall be required to complete the Form of Offer and the Bill of Quantities for each project. 4. The bid document shall be submitted and shall not be taken apart. 5. List of Returnable Documents (PART T2) must be completed in full. A bidder's company profile will not be used by the Bela-Bela Local Municipality to complete PART T2 on behalf of the Bidder. PLEASE NOTE: If PART T2 is not completed in full by the Bidder, this offer will be rejected.
3.1	Respond to clarification	Replace the contents of the clause with the following: Respond to a request for clarification received via email as per the details on the invitation to bid, up to three (3) working before closing of the bid.
3.4	Opening of Bid submissions	Bids will be opened immediately after the closing time for bid.
3.5	Two-envelope system	The two-envelope system shall not apply.
3.8.1	Test for responsiveness	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.

Contractor

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Witness 2

Employer

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Witness 2

CLAUSE	SUB-TITLE	ADDITION OR VARIATION TO STANDARD CONDITIONS OF TENDER
3.8.2	Responsive Tender	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.
3.9	Arithmetical Errors	Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with 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. The Employer must correct the arithmetical errors in the following manner: a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern. b) 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. c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices. 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.
3.11	Evaluation of Bids	The procedure for the evaluation of responsive Bids is Method 2 (Functionality, Price and Specific goals).
3.11.1	General	Evaluation of Bid Offers Scoring Functionality

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

CLAUSE	SUB-TITLE	ADDITION OR VARIATION TO STANDARD CONDITIONS OF TENDER																													
		Functionality of responsive bids submitted will be evaluated according to the predetermined criteria described below, considering, among other factors, the quality, reliability and the technical capacity and ability of a Bidder. A Bid will not be evaluated further if it fails to meet the minimum threshold of total 70 points out of maximum 100 points for functionality as prescribed in the following tables: <table><tr><th>CATEGORY</th><th>FUNCTIONAL CRITERIA</th><th>POINTS ALLOCATION</th></tr><tr><td>(i)</td><td>Experience of the bidder</td><td>50</td></tr><tr><td>(ii)</td><td>Key personnel qualifications and experience</td><td>40</td></tr><tr><td>(iii)</td><td>List of Plant</td><td>10</td></tr><tr><td colspan="2">TOTAL</td><td>100</td></tr></table> (i) EXPERIENCE OF THE BIDDER (50 POINTS) The Bidder must submit proof of successfully completed similar projects, i.e. construction works. (Copies of Appointment Letters and Completion Certificates must be attached). <table><tr><th>TARGETED GOALS</th><th>POINTS ALLOCATION</th></tr><tr><td>Bidder has submitted no information or inadequate information to determine scoring levels</td><td>0</td></tr><tr><td>Bidder has successfully completed at least 1 project in rehabilitation/ repairs/ construction in road and/or stormwater</td><td>10</td></tr><tr><td>Bidder has successfully completed at least 2 projects in rehabilitation/ repairs/ construction in road and/or stormwater</td><td>20</td></tr><tr><td>Bidder has successfully completed at least 3 projects in rehabilitation/ repairs/ construction in road and/or stormwater</td><td>30</td></tr><tr><td>Bidder has successfully completed at least 4 projects in rehabilitation/ repairs/ construction in road and/or stormwater</td><td>40</td></tr><tr><td>Bidder has successfully completed at least 5 projects in rehabilitation/ repairs/ construction in road and/or stormwater</td><td>50</td></tr></table>	CATEGORY	FUNCTIONAL CRITERIA	POINTS ALLOCATION	(i)	Experience of the bidder	50	(ii)	Key personnel qualifications and experience	40	(iii)	List of Plant	10	TOTAL		100	TARGETED GOALS	POINTS ALLOCATION	Bidder has submitted no information or inadequate information to determine scoring levels	0	Bidder has successfully completed at least 1 project in rehabilitation/ repairs/ construction in road and/or stormwater	10	Bidder has successfully completed at least 2 projects in rehabilitation/ repairs/ construction in road and/or stormwater	20	Bidder has successfully completed at least 3 projects in rehabilitation/ repairs/ construction in road and/or stormwater	30	Bidder has successfully completed at least 4 projects in rehabilitation/ repairs/ construction in road and/or stormwater	40	Bidder has successfully completed at least 5 projects in rehabilitation/ repairs/ construction in road and/or stormwater	50
CATEGORY	FUNCTIONAL CRITERIA	POINTS ALLOCATION																													
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[Signature Box]
Contractor

[Signature Box]
Witness 1

[Signature Box]
Witness 2

[Signature Box]
Employer

[Signature Box]
Witness 1

[Signature Box]
Witness 2

CLAUSE	SUB-TITLE	ADDITION OR VARIATION TO STANDARD CONDITIONS OF TENDER																																									
		(ii) KEY PERSONNEL QUALIFICATIONS AND EXPERIENCE (40 POINTS) The Bidder must submit the Proposed Team Structure, identifying Site Agent, Site Foreman and Safety Officer as key personnel. (Copies of CVs and Certified Copies of Qualifications Certificates and ID must be attached).																																									
		<table><tr><th>KEY-PERSONNEL</th><th>TARGETED GOALS</th><th>POINTS ALLOCATION</th><th>TOTAL POINTS</th></tr><tr><td rowspan="7">Site Agent</td><td>No information or inadequate information submitted to determine scoring level</td><td>0</td><td>0</td></tr><tr><td>Site Agent with NQF Level 6 qualification</td><td>5</td><td rowspan="3">15</td></tr><tr><td>NQF Level 5 certificate in “<i>Manage Labour Intensive Construction</i>” or similar</td><td>5</td></tr><tr><td>Site Agent with 1 – 3 years of relevant construction experience</td><td>5</td></tr><tr><td>Site Agent with NQF Level 6 qualification</td><td>5</td><td rowspan="3">20</td></tr><tr><td>NQF Level 5 certificate in “<i>Manage Labour Intensive Construction</i>” or similar</td><td>5</td></tr><tr><td>Site Agent with more than 3 years of relevant construction experience</td><td>10</td></tr><tr><td rowspan="6">Site Foreman</td><td>No information or inadequate information submitted to determine scoring level</td><td>0</td><td>0</td></tr><tr><td>Site Foreman with NQF Level 4 qualification</td><td>2</td><td rowspan="3">5</td></tr><tr><td>NQF Level 4 certificate in “<i>Apply Labour Intensive Construction</i>” or similar</td><td>1</td></tr><tr><td>Site Foreman with 1 – 3 years of relevant construction experience</td><td>2</td></tr><tr><td>Site Foreman with NQF Level 4 qualification</td><td>2</td><td rowspan="2">10</td></tr><tr><td>NQF Level 4 certificate in “<i>Apply Labour Intensive Construction</i>” or similar</td><td>1</td></tr></table>	KEY-PERSONNEL	TARGETED GOALS	POINTS ALLOCATION	TOTAL POINTS	Site Agent	No information or inadequate information submitted to determine scoring level	0	0	Site Agent with NQF Level 6 qualification	5	15	NQF Level 5 certificate in “ <i>Manage Labour Intensive Construction</i> ” or similar	5	Site Agent with 1 – 3 years of relevant construction experience	5	Site Agent with NQF Level 6 qualification	5	20	NQF Level 5 certificate in “ <i>Manage Labour Intensive Construction</i> ” or similar	5	Site Agent with more than 3 years of relevant construction experience	10	Site Foreman	No information or inadequate information submitted to determine scoring level	0	0	Site Foreman with NQF Level 4 qualification	2	5	NQF Level 4 certificate in “ <i>Apply Labour Intensive Construction</i> ” or similar	1	Site Foreman with 1 – 3 years of relevant construction experience	2	Site Foreman with NQF Level 4 qualification	2	10	NQF Level 4 certificate in “ <i>Apply Labour Intensive Construction</i> ” or similar	1			
KEY-PERSONNEL	TARGETED GOALS	POINTS ALLOCATION	TOTAL POINTS																																								
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CLAUSE	SUB-TITLE	ADDITION OR VARIATION TO STANDARD CONDITIONS OF TENDER			
			Site Foreman with more than 3 years of relevant construction experience	7	
		KEY-PERSONNEL	TARGETED GOALS	POINTS ALLOCATION	TOTAL POINTS
		Safety officer	No information or inadequate information submitted to determine scoring level	0	
			Safety officer with NQF Level 6 qualification in Health and Safety	2	5
			Safety officer with 1 – 3 years of relevant construction experience	3	
			Safety officer with NQF Level 6 qualification in Health and Safety	2	10
			Safety officer with more than 3 years of relevant construction experience	8	
(iii) LIST OF PLANT (10)					
Bidders are expected to have the following minimum plant: Excavator, Grader, TLB, Tipper Truck and Bakkies (Registration documents of plant owned or letter of intent to rent the relevant plant with registration documents must be attached)					
TARGETED GOALS			POINTS ALLOCATIONS		
No relevant documents attached			0		
Excavator			2		
Grader			2		
TLB			2		
2x Tipper Trucks			2		
2x Bakkies			2		
All responsive bids that qualify by meeting the minimum thresholds for functionality will then be evaluated on price and specific goals in accordance with the Preferential Procurement Regulations 2022 (Government Gazette No. 47452 dated 04 November 2022). The points scored for functionality are not carried over or considered in the calculation of the Financial and Preference evaluation.					
For bids with a Rand Value equal to or below R50 million (80/20)					
(1) The following formula will be used to calculate the points out of 80 for price in respect of an invitation with a Rand value equal to or below R50 million, inclusive of all applicable taxes.					
The financial offer will be scored using the following formula:					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CLAUSE	SUB-TITLE	ADDITION OR VARIATION TO STANDARD CONDITIONS OF TENDER															
		$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$ Where- P_s = Points scored for price of tender under consideration. P_t = Price of tender under consideration; and P_{min} = Price of lowest acceptable tender. (2) Subject to sub-regulation (4) below, points for specific goals must be awarded to a Bidder in accordance with the table below <table border="1"> <thead> <tr> <th>SPECIFIC CATEGORIES</th><th>GOALS</th><th>NUMBER OF POINTS 20 POINTS BREAKDOWN</th></tr> </thead> <tbody> <tr> <td>1. Category of persons</td><td></td><td> 100% Youth owned = 5 points, Greater than or equal to 51% Youth owned = 3 points, Greater than 0% and less than 51% Youth in shareholding = 1 point 0% of Youth in owned = 0 point Maximum of 5 points </td></tr> <tr> <td>2. Gender</td><td></td><td> 100% Women owned = 5 points, Greater than or equal to 51% Women owned = 3 points, Greater than 0% and less than 51% Women in shareholding = 1 point 0% of Women in owned = 0 point Maximum of 5 points </td></tr> <tr> <td>3. Race</td><td></td><td> 100% Black owned = 5 points, Greater than or equal to 51% Black owned = 3 points, Greater than 0% and less than 51% Black in shareholding = 1 point 0% of Black in owned = 0 point Maximum of 5 points </td></tr> <tr> <td>4. Disability</td><td></td><td> 100% people with Disability owned = 5 points, Greater than or equal to 51% people with Disability owned = 3 points, Greater than 0% and less than 51% Disability in shareholding 1 point 0% of Disability in owned = 0 point Maximum of 5 points </td></tr> </tbody> </table> (3) A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender. (4) The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.	SPECIFIC CATEGORIES	GOALS	NUMBER OF POINTS 20 POINTS BREAKDOWN	1. Category of persons		100% Youth owned = 5 points, Greater than or equal to 51% Youth owned = 3 points, Greater than 0% and less than 51% Youth in shareholding = 1 point 0% of Youth in owned = 0 point Maximum of 5 points	2. Gender		100% Women owned = 5 points, Greater than or equal to 51% Women owned = 3 points, Greater than 0% and less than 51% Women in shareholding = 1 point 0% of Women in owned = 0 point Maximum of 5 points	3. Race		100% Black owned = 5 points, Greater than or equal to 51% Black owned = 3 points, Greater than 0% and less than 51% Black in shareholding = 1 point 0% of Black in owned = 0 point Maximum of 5 points	4. Disability		100% people with Disability owned = 5 points, Greater than or equal to 51% people with Disability owned = 3 points, Greater than 0% and less than 51% Disability in shareholding 1 point 0% of Disability in owned = 0 point Maximum of 5 points
SPECIFIC CATEGORIES	GOALS	NUMBER OF POINTS 20 POINTS BREAKDOWN															
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CLAUSE	SUB-TITLE	ADDITION OR VARIATION TO STANDARD CONDITIONS OF TENDER
		(5) Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.
3.13.1	Acceptance of Bid Offer	A Bid Offer will only be accepted on condition that such acceptance is not prohibited in terms of clause 44 of the Municipal Supply Chain Management Regulations published in terms of the Municipal Finance Management Act, 2003.
3.17	Copies of Contract	The successful Bidder shall receive ONE (01) copy of the signed Contract.

Contractor

Witness 1

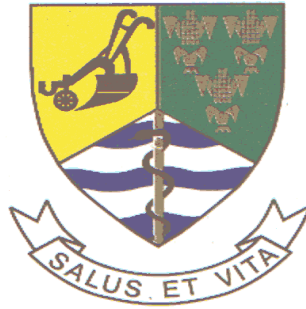
Witness 2

Employer

Witness 1

Witness 2

BELA-BELA LOCAL MUNICIPALITY



BID NO: 9/3/1/439

REHABILITATION OF PAUL SAUER STREET (WARD 6)

PART T2: RETURNABLE DOCUMENTS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.1 List of returnable documents

- (i) **Documentation to demonstrate eligibility to have tenders evaluated**
- (ii) A copy of a Company Registration Certificate reflecting names and identity numbers of active shareholding must be attached (except for Sole Traders and Partnerships). In the case of the Joint venture, such documents must be attached for all parties.
- (iii) Director's information and certified copies of Identity Documents not older than 6 months. In the case of the Joint venture, such documents must be attached for all parties.
- (iv) CSD report of the National Treasury. In case of Joint Venture, a Consolidated Central Supplier Database Registration (CSD) is required.
- (v) Valid SARS Tax Clearance Verification Code/Pin on SARS letterhead. In the case of the Joint venture, such documents must be attached for all parties.
- (vi) Attach a certified copy or original members/directors resolution in company's letter head. In the case of the Joint venture, such documents must be attached for all parties.
- (vii) Submit copies of municipal rates and taxes Accounts of both the company and director(s) not older than three (3) months and not in arrears of more than 90 days from the date of tender closure.

A lease agreement may be submitted where applicable but must also be accompanied by a Municipal Rates and Taxes Account of the leased property where the Lessee is responsible for such an account. If the Lessee is not responsible for the Municipal Rates and Taxes account, then a statement of account must be submitted as evidence that the Lessee has met their obligations.

If Municipal Rates & Taxes Account submitted is not in the name of the Company and/or any of the Directors, a written affidavit stating how the Account relates to the said Company and/or Director must be submitted. Furthermore, if the bidder is operating where municipal rates are not applicable, a copy of proof of residence from the traditional authority must be submitted (not older than (3) months before the closing date). In the case of the Joint venture, such documents must be attached for all parties. Attach a copy of a signed Joint Venture agreement (if applicable).

- (viii) Attach Audited Annual Financial Statement (AFS) of the company if the bidder is required by law to prepare the Annual Financial Statement (AFS) for the past three (3) financial

years or since establishment if establish during the past three (3) financial years, In the case of the Joint venture, such documents must be attached for all parties.

- (ix) Submit a copy of a valid letter of good standing for Workmen's compensation with the Department of Labour in terms of Compensation for Occupational Injuries and Diseases Amendment Act, No.61 of 1997 (as amended). In the case of the Joint venture, such documents must be attached for all parties.
- (x) MBD forms (to be completed and signed on the tender document)
- (xi) Form of offer and acceptance (to be completed and signed on the tender document)
- (xii) Proof of Registration with CIDB – Grade 5CE or HIGHER. In case of a joint venture, a calculated combined CIDB grading must be attached.

Note: Failure to provide these documents will result in the tender not being evaluated as per
Method 2 (Functionality, Price and Specific goals)

1. Returnable Schedules required for tender evaluation purposes

The Bidder must complete the following returnable schedules as relevant:

Form A	RECORD OF ADDENDA TO TENDER DOCUMENTS
Form B	PROPOSED AMENDMENTS AND QUALIFICATIONS
Form C	AUTHORITY OF SIGNATORY
Form D	COMPULSORY DECLARATION
Form E	DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)
Form F	DECLARATION OF INTEREST (MBD 4)
Form G	MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS (MBD 5.1)
Form H	ANNUAL FINANCIAL STATEMENTS DECLARATION (MBD 5.2)
Form I	MUNICIPALITY UTILITY ACCOUNT (MBD 5.3)
Form J	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1)
Form K	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)
Form L	CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)
Form M	FINANCIAL REFERENCES /BIDDER'S CREDIT RATING AND BANK DETAILS

2. Other documents required for tender evaluation purposes

Form N	VALID LETTER OF GOOD STANDING WITH THE WORKMEN'S COMPENSATION WITH THE DEPARTMENT OF LABOUR
Form O	PROPOSED KEY PERSONNEL
Form P	SCHEDULE OF PREVIOUS EXPERIENCE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Form Q	SCHEDULE OF SIMILAR CURRENT PROJECTS
Form R	SCHEDULE OF INFRASTRUCTURE AND RESOURCES / PLANT AND EQUIPMENT
Form S	FUNCTIONALITY CRITERIA AND POINTS CLAIMED BY BIDDER
Form T	SCHEDULE OF LABOUR CONTENT

PLEASE NOTE:

- The Bidder is required to complete each schedule and form listed above to the best of his ability, as the evaluation of Bids and eventual Contract will be based on the information provided by the Bidder.
- Failure of a Bidder to complete and sign the schedules and forms to the satisfaction of the Employer will inevitably prejudice the Bid and may lead to rejection on the basis that the Bid is non-responsive.
- Bidders shall note that their signatures appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided, including the information provided by candidates proposed for the specified key positions.
- Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a bidder. If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that bidder to induce the contract. In such event the Employer has the discretionary right to terminate the contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2 RETURNABLE DOCUMENTS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM A: 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 considered in this tender offer:

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Bidder

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM B: PROPOSED AMENDMENTS AND QUALIFICATIONS

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

The Bidder's attention is drawn to clause 5.8 of SANS 10845-3 regarding the Employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed

Date

Name

Position

Bidder

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM C: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name: _____

Contact number: _____

Office address: _____

Signatories for close corporations and companies shall confirm their authority by completing this form and submitting a **duly signed and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on (date)

Mr/ Ms

has been duly authorized to sign all documents in connection with the Bid Number

..... and any Contract which may arise there from on

behalf of

(COMPANY NAME IN BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

AS WITNESSES: 1.

2.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

JOINT VENTURES:

Certificate of Authority for Joint Ventures

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		SIGNATURE ON BEHALF OF BIDDER: Name: Designation:
		SIGNATURE ON BEHALF OF BIDDER: Name: Designation:
		SIGNATURE ON BEHALF OF BIDDER: Name: Designation:
		SIGNATURE ON BEHALF OF BIDDER: Name: Designation:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM D: COMPULSORY DECLARATION

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

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
--	--

Section 3: SARS Information

Tax reference number	
VAT registration number:	<i>State Not Registered if not registered for VAT</i>

Section 4: CIDB registration number

CIDB Registration number (if applicable)	
---	--

Section 5: National Treasury Central Supplier Database

Supplier number	
------------------------	--

Section 6: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

Section 7: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|--|
| ☐ a member of any municipal council
☐ a member of any provincial legislature
☐ a member of the National Assembly or the National Council of Province
☐ a member of the board of directors of any municipal entity
☐ an official of any municipality or municipal entity | ☐ an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999)
☐ a member of an accounting authority of any national or provincial public entity
☐ an employee of Parliament or a provincial legislature |
|--|--|

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

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

*insert separate page if necessary

Section 8: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

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

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

*insert separate page if necessary

Section 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the Employer no longer requiring such works or the Employer failing to make payment in terms of the contract.

☐ Yes ☐ No (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

Section 10: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa).
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration)
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;
- vi) has no other relationship with any of the Bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest.
- vii) neither the Bidder or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months.
- viii) SARS may, on an on-going basis during the term of the contract, disclose the Bidder's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any Sub-Contractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed

Date

Name

Position

Enterprise name

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that Bidders avoid conflicts of interest, only submit a tender offer if the Bidder or any of his principals is not under any restriction to do business with Employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any Bidder who engages in fraudulent and corrupt practice. Clause 3.1 also requires Bidders to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the Employer.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM E: DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)

ATTACH THE VALID SARS TAX COMPLIANCE STATUS (VERIFICATION PIN)

The South Africa Revenue Services (SARS) Tax Compliance Status (Verification Pin or Declaration by The South Africa Revenue Services (SARS) confirming that tax matters of the Tendering company/ association or Joint Venture parties are in order must be submitted together with the Bid. Failure to submit the documents will result in the invalidation of the Bid.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM F: DECLARATION OF INTEREST (MBD 4)

DECLARATION OF INTEREST

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

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

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(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

2.11.1 If yes, furnish particulars

.....
.....

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....
 SIGNATURE ON BEHALF OF BIDDER

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

FORM G: MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS (MBD 5.1)

The following particulars must be furnished in relation to tenders for municipalities and municipal entities where:

- a) consultancy services are required; and
- b) goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT.

In the case of a joint venture, separate municipal declarations and returnable documents shall be submitted in respect of each partner.

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Declaration for consultancy services:

The enterprise has been awarded the following consultancy services by an organ of state during the last five years.

Name of organ of state	Estimated number of contracts	Nature of service, e.g., quantity surveying	Service similar to required service (yes / no) ?

Attach separate page as necessary

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

Section 3 Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT

I / we certify that

1) annual financial statements:

(tick one of the boxes):

- ☐ the enterprise **is not** required by law to prepare annual financial statements for auditing
- ☐ the enterprise **is** required by law to have audited annual financial statements and attached the audited financial statements for the past three financial years, or since the establishment as the enterprise was established within the past three years

2) the enterprise and its directors have / have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days (*i.e.: all municipal accounts are paid up to date*);

3) source of goods and / or services:

(tick one of the boxes and insert percentages if applicable):

- ☐ goods and / or services are sourced only from within the Republic of South Africa
- ☐ % of the total cost of goods and / or services will be sourced from outside the Republic of South Africa and the percentage of payment from the municipality or municipal entity which is expected to be transferred out of the Republic is %

I furthermore confirm that the following contracts were awarded to the enterprise by an organ of state during the last five years and attached particulars of any material non-compliance or dispute concerning the execution of such contracts:

Name of organ of state	Estimated number of contracts	Nature of contracts

Attach separate page as necessary

Dispute will be settled by means of mutual consultation, mediation (with or without legal representation) or, when unsuccessful in a South African court of law.

I, the undersigned who warrants that I am duly authorised on behalf of the tendering entity, hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct

Signed

Date

Name

Position

Enterprise name

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM H: ANNUAL FINANCIAL STATEMENTS DECLARATION (MBD 5.2)

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

- 1) The enterprise's financial year end is
- 2) The enterprise's financial statements have been prepared in accordance with the provisions of the Companies Act of 2008 or the Close Corporation Act of 1984, as applicable
- 3) The enterprise has compiled its financial accounts [tick one box]:
☐ internally ☐ independently
- 4) The following statement applies to the enterprise [tick one box and provide relevant information]
☐ enterprise has had its financial statements audited;
name of auditor
☐ enterprise is required by law to have an independent review of its financial statements
name of independent reviewer
☐ enterprise has not had its financial statements audited and is not required by law to have an independent review or audit of such statements
- 5) The attached income statement and balance sheet is a true extract from the financial statements complying with applicable legislation for the preceding three (3) financial years within 12 months of the financial year end.
[Attach the income statement and the balance sheet contained in the financial statement]
- 6) The annual turnover for the last financial year is R
- 7) The total assets as at the end of the last financial year is R
- 8) The total liabilities as at the end of the financial year is R
- 9) The Public Interest (PI) Score of the enterprise is

I hereby declare that the contents of this Declaration are within my personal knowledge and save where stated otherwise are to the best of my belief both true and correct.

Signed

Date

Name

Position

Bidder

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM I: MUNICIPAL UTILITY ACCOUNT (MBD 5.3)

DECLARATION BY THE BIDDER

I the undersigned _____, has been duly

authorized to sign all documents with the Tender for Contract Number _____ on behalf of

_____ hereby make a declaration as follows:
(referred to herein as "the Bidder")

1. I declare that the bidder and any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.
2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

UTILITYACCOUNT NUMBER	NAME OF MUNICIPALITY	NAME OF OWNER

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**ATTACH COPY OR ORIGINAL UTILITY ACCOUNT
(NOT OLDER THAN THREE MONTHS FROM DATE OF TENDER CLOSURE)**

Important: Note the following

- List Account(s) registered in the name(s) of the Director(s) and the Company the declaration form attached hereto.
- Attach municipal Utility account(s) of the respective Director(s) not older than three (3) months from date of closure of the bid,
- Attach Municipal Utility account of Company registered office (if applicable) and in case of leased premises, attach lease agreement and the utility account of leased premises or statement of account for the lessee.
- In case of joint ventures – utility account(s) of each of the various directors must be attached to the bid document.
- If Municipal Rates & Taxes Account is not in the name of the Company and/or any of the Directors, a written affidavit stating how the Account relates to the said Company and/or Director must be submitted.
- If the bidder is operating where municipal rates are not applicable, a copy of proof of residence from the traditional authority must be submitted (not older than (3) months before the closing date).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM J: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022 (MBD 6.1)**

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

The applicable preference point system for this tender is the 80/20 preference point system.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)
 \end{array}$$

Where;

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed. (80/20 system) (To be completed by the tenderer)	Means of Verification
100% Youth owned = 5 points,	5 points		Copy of Central Suppliers Database report
Greater than or equal to 51% Youth owned = 3 points,	3 points		
Greater than 0% and less than 51% Youth in shareholding = 1 point	1 point		
0% of Youth in owned = 0 point	0 point		
Maximum of 5 points			
100% Women owned = 5 points,	5 points		Copy of Central Suppliers Database report
Greater than or equal to 51% Women owned = 3 points,	3 points		
Greater than 0% and less than 51% Women in shareholding = 1 point	1 point		
0% of Women in owned = 0 point	0 point		
Maximum of 5 points			
100% Black owned = 5 points,	5 points		Copy of Central Suppliers Database report
Greater than or equal to 51% black owned = 3 points,	3 points		
Greater than 0% and less than 51% Black in shareholding = 1 point	1 point		
0% of Black in owned = 0 point	0 point		
Maximum of 5 points			
100% people with disability owned = 5 points,	5 points		Certified copy of Doctor's Certificate with medical practice number
Greater than or equal to 51% people with disability owned = 3 points,	3 points		
Greater than 0% and less than 51% Disability in shareholding 1 point	1 point		
0% of Disability in owned = 0 point	0 point		
Maximum of 5 points			

Suppliers are required to submit the documents listed in means of verification as per above table for points allocation during preference point system evaluation.

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Signed

Date

Name

Position

Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM K: DECLARATION OF BIDDER'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. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

CERTIFICATION

I, THE UNDERSIGNED

(FULL NAME)

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

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 SIGNATURE ON BEHALF OF BIDDER

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

FORM L: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MDB 9)

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

1. 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.
2. 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.
3. 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.
4. In order to give effect to the above, the attached Certificate of Bid Determination (MDB 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.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read, and I understand the contents of this Certificate;
2. I understand that the accompanying 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 ON BEHALF OF BIDDER 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.
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

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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM M: FINANCIAL REFERENCES/ BIDDER'S CREDIT RATING AND BANK DETAILS

DETAILS OF BIDDERS BANKING INFORMATION

Notes to bidder:

1. The bidder shall attach a letter from the bank confirming the bank account and details which is not older than three months. The bidder's banking details as they appear below shall be completed.
2. In the event that the bidder is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

BANK NAME:										
ACCOUNT NAME: <i>(e.g. ABC Electrical Construction cc)</i>										
ACCOUNT TYPE: <i>(e.g. Savings, Cheque etc)</i>										
ACCOUNT NO:										
ADDRESS OF BANK:										
CONTACT PERSON:										
TEL. NO. OF BANK / CONTACT:										
How long has this account been in existence:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">0-6 months</td> <td style="width: 40%;"></td> </tr> <tr> <td>7-12 months</td> <td></td> </tr> <tr> <td>13-24 months</td> <td></td> </tr> <tr> <td>More than 24 months</td> <td></td> </tr> </table>	0-6 months		7-12 months		13-24 months		More than 24 months		<i>(Tick which is appropriate)</i>
0-6 months										
7-12 months										
13-24 months										
More than 24 months										

SIGNATURE ON BEHALF OF BIDDER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM N: LETTER OF GOOD STANDING FOR THE WORKMEN'S COMPENSATION WITH
THE DEPARTMENT OF LABOUR**

**Attach a Copy of a valid letter of Good Standing for the Workmen's Compensation with the
Department of Labour in terms of Compensation for Occupational Injuries and Diseases
Amendment Act, No.61 of 1997 (as amended)**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM O: PROPOSED KEY PERSONNEL

The Bidder shall list below the key personnel whom he proposes to employ on the project should his Bid be accepted.

The experience of the Project Site Agent, Site Foreman and Safety Officer will be evaluated in relation to the scope of work from three different points of view:

- 1) General experience and qualifications in relation to the works
- 2) Adequacy for the Project
- 3) Knowledge of issues pertinent to the works.

The experience of the Tenderer in similar projects or similar areas and conditions in relation to the required service as described in the scope of work will be evaluated.

A CV of the key person should be attached to this schedule.

The CV should include the following:

- 1 Personal details
- 2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations) (Attach certified copies of each)
- 3 Name of current Employer and position in enterprise
- 4 Overview of work experience (year, organization and position)
- 5 Outline of recent experience that has a bearing on the scope of work

The scoring of the experience of the Project Site Agent, Site Foreman and Safety Officer will be in accordance to 3.11.1 (ii) of the Tender Data.

Name	Qualification	Designation	Project type	Value of Works	Year Completed

(Attach CV's and certified copies of qualifications and certified copies of qualifications and other certificates)

SIGNED ON BEHALF OF BIDDER	DATE:
POSITION	NAME OF BIDDER

FORM P: SCHEDULE OF SIMILAR PREVIOUS EXPERIENCE

The following is a statement of major works successfully executed by myself / ourselves in recent years.
Failure to detail the required information shall signify that the Bid is submitted by an inexperienced Bidder.

Employer	Engineer / Consultant Firm	Nature of Works / Description of Works	Value of Construction Works	Duration and Completion Date
	Firm : Contact Name : Telephone no :			
	Firm : Contact Name : Telephone no :			
	Firm : Contact Name : Telephone no :			
	Firm : Contact Name : Telephone no :			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NOTE:

TARGETED GOALS	POINTS ALLOCATION
Bidder has submitted no information or inadequate information to determine scoring levels	0
Bidder has successfully completed at least 1 project in rehabilitation/ repairs/ construction of road and/or stormwater	10
Bidder has successfully completed at least 2 projects in rehabilitation/ repairs/ construction of road and/or stormwater	20
Bidder has successfully completed at least 3 projects in rehabilitation/ repairs/ construction of road and/or stormwater	30
Bidder has successfully completed at least 4 projects in rehabilitation/ repairs/ construction of road and/or stormwater	40
Bidder has successfully completed at least 5 projects in rehabilitation/ repairs/ construction of road and/or stormwater	50

--	--

SIGNED ON BEHALF OF BIDDER

DATE:

--	--

POSITION

NAME OF BIDDER

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

FORM Q: SCHEDULE OF SIMILAR CURRENT PROJECTS

Provide the following information on current projects

This information is material to the award of the Contract.

Employer	Engineer / Consultant Firm	Nature of Works / Description of Works	Value of Construction Works	Duration and Completion Date
	Firm: Contact Name: Telephone no:			
	Firm: Contact Name: Telephone no:			
	Firm: Contact Name: Telephone no:			

--	--

SIGNED ON BEHALF OF BIDDER

DATE:

--	--

POSITION

NAME OF BIDDER

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Contractor

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Witness 1

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Witness 2

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Employer

--

Witness 1

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Witness 2

FORM R: SCHEDULE OF INFRASTRUCTURE AND RESOURCES

Provide information on the following:

Infrastructure and resources available for this project:

1. Major Plant and Equipment available for this Contract:

Quantity	Size, Description, Capacity, etc.

2. Major Plant and Equipment that will be **hired or acquired for this contract** if my / our Bid is accepted:

Quantity	Size, Description, Capacity, etc.	How Acquired	
		Hire / Buy	Source

3. Vehicles

Provide information on vehicles that you have available for this project.

Description:	Number of units	Registration Number

NOTE:

TARGETED GOALS	POINTS ALLOCATIONS
No relevant documents attached	0
Excavator	2
Grader	2
TLB	2
2x Tipper Trucks	2
2x Bakkies	2

- Proof must be provided that equipment is owned by the company.
- Proof must be provided (if available) from supplier if the bidder intends to hire and does not have his own plant.

4. Size of enterprise and current workload

What was your turnover in the previous financial year? -----

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

--	--

SIGNED ON BEHALF OF BIDDER

DATE:

--	--

POSITION

NAME OF BIDDER

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

FORM S: FUNCTIONALITY CRITERIA AND POINTS CLAIMED BY BIDDER

A Bid will not be evaluated further if it fails to meet the minimum threshold of total **70 points** out of maximum 100 points for functionality as prescribed in the following tables:

Category	Functional Criteria	Points Allocation	Points Claimed by Bidder
1	Experience of the bidder	50	
2	Key personnel qualifications and experience	40	
3	List of Plant	10	
TOTAL		100	

CATEGORY 1: Experience of the Bidder

TARGETED GOALS Contractor has successfully completed similar and comparative projects	BID GOAL	MINIMUM POINTS	POINTS CLAIMED BY BIDDER
Bidder has submitted no information or inadequate information to determine scoring levels	0	20	
Bidder has successfully completed at least 1 project in rehabilitation/ repairs/ construction of road and/or stormwater	10		
Bidder has successfully completed at least 2 projects in rehabilitation/ repairs/ construction of road and/or stormwater	20		
Bidder has successfully completed at least 3 projects in rehabilitation/ repairs/ construction of road and/or stormwater	30		
Bidder has successfully completed at least 4 projects in rehabilitation/ repairs/ construction of road and/or stormwater	40		
Bidder has successfully completed at least 5 projects in rehabilitation/ repairs/ construction of road and/or stormwater	50		

The Bidder must submit proof of successfully completed similar and comparative projects, i.e. construction works (Copies of Appointment Letters and Completion Certificates must be attached).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CATEGORY 2: Key personnel qualifications and experience

The Bidder must submit Proposed Team Structure, identifying Site Agent, Site Foreman and Safety Officer as key personnel (Copies of CV's, certified copy of Identity document and certified copies of certificates must be attached).

KEY-PERSONNEL	TARGETED GOALS	POINTS ALLOCATION	TOTAL POINTS	POINTS CLAIMED BY BIDDER
Site Agent	No information or inadequate information submitted to determine scoring level	0	0	
	Site Agent with NQF Level 6 qualification	5	15	
	NQF Level 5 certificate in " <i>Manage Labour Intensive Construction</i> " or similar	5		
	Site Agent with 1 – 3 years of relevant construction experience	5		
	Site Agent with NQF Level 6 qualification	5	20	
	NQF Level 5 certificate in " <i>Manage Labour Intensive Construction</i> " or similar	5		
	Site Agent with more than 3 years of relevant construction experience	10		
Site Foreman	No information or inadequate information submitted to determine scoring level	0	0	
	Site Foreman with NQF Level 4 qualification	2	5	
	NQF Level 4 certificate in " <i>Apply Labour Intensive Construction</i> " or similar	1		
	Site Foreman with 1 – 3 years of relevant construction experience	2		
	Site Foreman with NQF Level 4 qualification	2	10	
	NQF Level 4 certificate in " <i>Apply Labour Intensive Construction</i> " or similar	1		

KEY-PERSONNEL	TARGETED GOALS	POINTS ALLOCATION	TOTAL POINTS	POINTS CLAIMED BY BIDDER
	Site Foreman with more than 3 years of relevant construction experience	7		
Safety officer	No information or inadequate information submitted to determine scoring level	0	0	
	Safety officer with NQF Level 6 qualification in Health and Safety	2	5	
	Safety officer with 1 – 3 years of relevant construction experience	3		
	Safety officer with NQF Level 6 qualification in Health and Safety	2	10	
	Safety officer with more than 3 years of relevant construction experience	8		

CATEGORY 3: List of plant

Bidders are expected to have the following minimum plant: Excavator, Grader, TLB, Tipper Truck and Bakkie (**Registration documents of plant owned or letter of intent to rent the relevant plant with registration documents must be attached**)

TARGETED GOALS	POINTS ALLOCATIONS	POINTS CLAIMED BY BIDDER
No relevant documents attached	0	
Excavator	2	
Grader	2	
TLB	2	
2x Tipper Trucks	2	
2x Bakkies	2	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Bid Evaluation Points

Description	Section Number	No of Points	
		Maximum	Claimed
Bid Amount (VAT Inclusive) – From Pricing Data	C1.1		
Price Points { $80 \times (1 - Pt - PM / Pm)$ }		80	
Specific Goals (See Tender Data)	T2.2	20	
Total Points		100	

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SIGNED ON BEHALF OF BIDDER

DATE :

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POSITION

NAME OF BIDDER

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

FORM T: SCHEDULE OF LABOUR CONTENT

The tenderer must complete a standard table reflecting the labour force anticipated to be employed on this contract, including labour employed by sub-contractors. The Specified target value is **5%**

Type of Labour	Man-Days	Minimum Wage Rate per unit	Total Wage Cost (Excl VAT)
Permanent Staff			
Temporary Staff			
SMME/HDEs Labour			
Total			
Percentage			

Notes to Tenderer:

- (1) Labour is defined as hourly paid personnel
- (2) The penalty for non-compliance during the contract or fraudulent disclosure is discussed in the contract data.

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SIGNED ON BEHALF OF BIDDER

DATE :

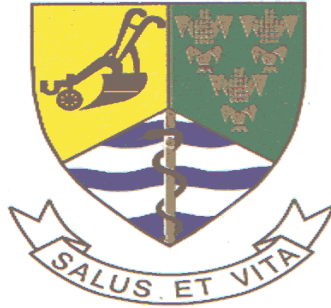
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POSITION

NAME OF BIDDER

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

BELA-BELA LOCAL MUNICIPALITY



BID NO: 9/3/1/439

REHABILITATION OF PAUL SAUER STREET (WARD 6)

PART 2: THE CONTRACT

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee
- C1.4 OHS

Part C2: Pricing Data

- C2.1 Pricing Instructions
- C2.2 Bills of quantities

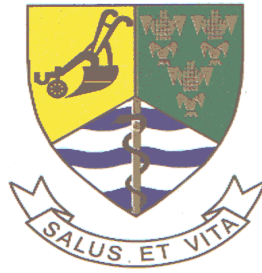
Part C3: Scope of Work

- C3 Scope of Work

Part C4: Site Information

- C4 Site Information

BELA-BELA LOCAL MUNICIPALITY



BID NO: 9/3/1/439

REHABILITATION OF PAUL SAUER STREET (WARD 6)

C1 AGREEMENTS AND CONTRACT DATA

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee
- C1.4 OHS

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Contractor

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Witness 1

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Witness 2

--

Employer

--

Witness 1

--

Witness 2

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:

PROJECT NO: 9/3/1/439

PROJECT DESCRIPTION: REHABILITATION OF PAUL SAUER STREET (WARD 6)

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

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

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

.....

..... Rand (in words); 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 Bidder before the end of the period of validity stated in the Tender Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature(s) _____

Name(s) _____

Capacity _____

For the Bidder _____
(Name and address of organisation)

Name & Signature of Witness

Name

Date

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

ACCEPTANCE

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

The terms of the contract are contained in:

- Part 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

The Bidder shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at or just after the date this Agreement comes into effect. 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 Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (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.

Signature(s) _____

Name(s) _____

Capacity _____

For the Employer _____

(Name and address of organisation)

Name & Signature of Witness

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 Bidder'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 _____

5 Subject _____

Details _____

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Bidder 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 Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

Signature(s) _____

Name(s) _____

Capacity _____

For the Bidder _____
(Name and address of organisation)

Name & Signature of Witness

Name Date

FOR THE EMPLOYER

Signature(s) _____

Name(s) _____

Capacity _____

For the Employer _____
(Name and address of organisation)

Name & Signature of Witness

Name Date

C1.2 CONTRACT DATA

CONDITIONS OF CONTRACT

The Conditions of Contract are the General Conditions of Contract for Construction Works Third Edition (2015), published by the South African Institute of Civil Engineers, is applicable to this contract and is obtainable from www.saice.org.za.

Copies of these Conditions of Contract may also be obtained from the South African Institute of Civil Engineers. SAICE House, Block 19, Thornhill Office Park, 94 Bekker Road, Vorna Valley, Midrand, 1686. Tel: (011) 805 5947/ 48/ 53.

CONTRACT SPECIFIC DATA

The following contract specific data are applicable to this contract:

Part 1: Data Provided by the Employer

Compulsory Data:

Clause	Description		
1.1.1.5	Clause 1.1.1.5 of the GCC is replaced by the following: The "Commencement date" shall be the date the site is handed over to the Contractor.		
1.1.1.13	The Defects Liability Period is Twelve (12) months from the date of issuing a completion certificate.		
1.1.1.14	The time for achieving Practical Completion is Five (5) months.		
1.1.1.15	The Employer is the Bela-Bela Local Municipality.		
1.1.1.16	The Engineer is Mamoloko and Associates Engineers		
1.1.1.26	Pricing Strategy is Re-measurable Contract.		
1.2.1.2	The Employer's address for receipt of communication is: <table><tr><td><u>Physical Address</u> 59 Chris Hani Drive Bela-Bela 0480 Tel no: 014 736 8000 Fax no: N/A e-mail: MojelaM@belabela.gov.za</td><td><u>Postal Address</u> Private Bag x 1609 Bela-Bela 0480</td></tr></table>	<u>Physical Address</u> 59 Chris Hani Drive Bela-Bela 0480 Tel no: 014 736 8000 Fax no: N/A e-mail: MojelaM@belabela.gov.za	<u>Postal Address</u> Private Bag x 1609 Bela-Bela 0480
<u>Physical Address</u> 59 Chris Hani Drive Bela-Bela 0480 Tel no: 014 736 8000 Fax no: N/A e-mail: MojelaM@belabela.gov.za	<u>Postal Address</u> Private Bag x 1609 Bela-Bela 0480		

Clause	Description
	The engineer's address is: <u>Physical Address & Postal Address</u> Mamoloko and Associates Engineers 44 Goree Street Bendor 0699 Tel No: 012 664 0106 Contact person: Ms M Komape e-mail: info@mamoloko.co.za
1.3.3	The language of the Contract and for written communications is English
3.2.3	The Engineer shall obtain specific approval from the Employer before executing any of his functions or duties according to the following Clauses of the General Condition of Contract: 1. New Clause 3.2.3.1 "For expenditure on the Contract to exceed the Contract Price"; 2. Existing Clauses: 3.2.1 - Nomination of person as Engineer's Representative. 5.6 - Approval of the programme 5.7.2 - Work at night as well as by day 5.8 - Non-working times 5.12 - Granting of extension of time excluding Clause 5.12.2.2 (Abnormal climatic conditions) 5.13 - Reduction of penalty for delay. 5.14.2 - The issue of a Certificate of Practical Completion. 5.14.4 - The issue of a Certificate of Completion. 5.16.1 - The issue of a Final Approval Certificate. 6.3 - Variations in respect of Variations which are not small (R 20 000) 6.6 - Instruction to expend on Provisional and Prime Cost Sums 6.11 - Adjustment of General Items & Approval of Claims 8.2.2.2 - Order to repair and make good damage arising from any "excepted" risk.
3.2.4	Occupational Health, Safety & Wellness Sub Directorate – Public Health and the duly appointed H&S Officials has been appointed as Client Agents on this contract, in terms of Clause 4(5) of the Construction Regulations, 2003 as promulgated in terms of Section 43 of the Occupational Health and Safety Act, 1993. The Principal Contractor shall perform a preliminary assessment of the project generated H&S plan and submit such to Occupational Health, Safety & Wellness Sub Directorate – Public Health for legal compliance reassessment & verification / approval prior to any works commencing. The duly appointed H&S Officials will be responsible for further monitoring and the auditing of the approved H&S plan for legal compliance.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Description
4.3.1	Add the following to the clause: “For conventional construction works the Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be guided by the latest Sectorial Determination: Civil & mechanical Engineering Sector published from time to time. Compliance with the National Environmental Management Act (NEMA), Act 107 of 1998. Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) as per Government Notice R63 of 25 January 2002, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.” “The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993). Without limiting the Contractor’s obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan.”
4.5	Add the following new sub-clauses: 4.5.5 On the request of the Contractor, the Employer may, at his sole discretion, provide a support service to the Contractor in the giving of notices and in obtaining requisite consents, permissions and permits. 4.5.6 On the request of the Contractor and certified by the Engineer as payable by the Contractor, the Employer may, in his sole discretion, advance funds to the Contractor in the form of a cheque in favour of the relevant institution or body, to facilitate the Contractor in complying with the provisions of this Clause. The Contractor shall provide proof to the Engineer of all payments effected by him. The Employer will deduct the sums advanced by the Employer and adjusted in accordance with the Contract Price Adjustment Formula or other rise-and-fall provision applicable to the Contract, from future payment certificates of the Contractor, if such sums are payable by the Contractor in the ordinary course of his business. The Employer will not advance funds in respect of cyclic sums payable by the Contractor in the ordinary course of his business.
4.11.3	Add the following to Clause 4.11: Notwithstanding the wording of this Clause, on request of the Contractor the Employer may at his sole discretion, provide trade-skills training to the Contractor’s employees

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Description
	to improve their competency and efficiency commensurate with the requirements of the Works.
5.3.1	The Contractor is required, within 14 days before Commencement Date, to submit the documents listed below to the Engineer for his approval. Proof of Joint Venture Bank Account and registration with the South African Revenue Services (SARS) Where applicable, the Joint Venture entity (Contractor) shall deliver proof of a joint venture bank account and registration with SARS for VAT and other applicable Taxes. Health and Safety Plan The Contractor shall deliver his health and safety plan, in terms of Clause 5(1) of the Construction Regulations (07 February 2014). Initial Programme The Contractor shall deliver his Initial Programme of work in terms of Clause 5.6 Security Submit a guarantee of an Insurance Company or Bank to be jointly and severally bound with the Contractor for an amount equal to 10% of the Contract Price. The wording of the Guarantee shall be identical to the pro forma provided in this Bid Document or Surety of 10% of the value of the works from the first payment certificate upon application and approval. Insurance Submit copies of receipts of registration, or payment for the premiums for the following insurances, as required by the new Clause 8.6 in this Contact Data. (a) Proof of registration with the Department of Labour as an Employer, in terms of the Compensation for Occupational Injuries and Diseases Act 1993, as amended (b) Insurance on an all risks basis for construction plant, equipment and other things (except those intended to incorporation into the works) brought onto the site to the full value of such construction plant, equipment and other things. (c) 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. (d) Imported equipment or component parts or materials to be supplied in terms of this Contract which require any process of assembly or finishing in South Africa prior to delivery to the site are to be insured by the Contractor up to the commencement of transit to site of the assembled or finished equipment, component parts or materials, unless special arrangements are made with the Employer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Description
	These insurances shall be maintained in force for the duration of the Contract, including any Defects Liability Period and in respect of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the Sub-Contractors have affected such insurance.
5.8.1	The special non-working days are all Gazetted Public Holidays falling outside the year-end break.
5.12.2.2	Add the following to sub-clause 5.12.2.2: “Normal rainfall” is not regarded as “abnormal climatic conditions” which entitles the Contractor to extension of time. Allowance for normal rainfall shall be deemed to have been made in his offered rates, prices and programme. Extension of time for abnormal rainfall will be handled according to the formula below: $V = (N_w - N_n) + (R_w - R_n) / X$ Where: V = Extension of time in calendar days in respect of the calendar month under consideration. Nw = Actual number of days during the calendar month on which a rainfall of Y mm or more has been recorded. Nn = Average number of days, as derived from existing rainfall records, on which a rainfall of Y mm or more has been recorded for the calendar month. Rw = Actual rainfall in mm recorded for the calendar month under consideration. Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records. The factor (Nw - Nn) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds Y mm. The factor (Rw - Rn) / X shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed Y mm, but wet conditions prevented or disrupted work. For the purposes of the Contract Nn, Rn, X and Y shall have those values assigned to them in the Appendix and/or the Specifications. The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total be negative the time for completion shall not be reduced. Extension of time for part of a month shall be calculated using pro rata values of Nn and Rn.

Clause	Description
	This formula does not take account of flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned". The values of X, Y, Nn and Rn to be used in above-mentioned formula are as follows: X = 10 mm & Y = 4 mm Source of Information: Weather Bureau, Department of Environment Affairs RAINFALL STATION: BELA-BELA Add the following to sub-clause 5.12.2.4: "Any disruption of labour on a regional or national level due to political unrest, organized mass action or related incidents which is considered to be beyond the Contractor's Control. Any strike within the confines of the Contractor's company, which may affect this project, will be deemed to be within the Contractor's control".
5.13.1	The Penalty for delay to achieve completion by the due completion date is 0,025% of the contract price per calendar day
5.16.3	The latent defect liability period is 60 months .
6.3	All variations shall be in writing, confirmed by the Contractor and finally approved by the Employer. The Contractor shall not perform any variation work until written approval is issued from the Employer.
6.8.2	No price adjustments
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80% .
6.10.3	The limit of retention money is 10% on interim payment certificates up to a maximum of 10% of the contract sum.
8.6.1.1.2	The value of plant and materials supplied by the Employer to be included in the insurance sum is Nil .
8.6.1.3	The limit of indemnity for liability insurance is R6 000 000.00 and must be submitted prior to commencement of works
8.6.5	The insurance shall be undertaken with an insurance company registered in South Africa.
10.5.1	Disputes are to be referred to mediation.
10.7.1	Disputes are to be referred for final settlement to arbitration.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Additional Data:

Clause	Description
1.1.1.2	“Definitions” Add the following new sub-clause 1.1.1.2: “For this Contract “Schedule of Quantities” will have the same meaning as “Bill of Quantities” and will form part of the Pricing Data as defined in the General Conditions of Contract.”
1.1.1.35	“Definitions” Add the following new sub-clause 1.1.1.35: “Drawings” means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Engineer or delivered to the Contractor by the Engineer.
1.2.1	“Interpretations” Add the following new sub-clauses: 1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise. 1.2.1.4 Posted to the Contractor's address and delivered by the postal authorities. 1.2.1.5 Delivered by a courier service and signed for by the recipient or his representative.”
1.3.7	“General Provisions” Add the following new sub-clause 1.3.7: The copyright in all documents, drawing and records (prepared by the Engineer) related in any manner to the Works shall vest in the Employer or the Engineer or both (according to the details of the Contract that has been entered into by the Engineer and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organization without the prior approval of the Employer to this effect.
4.1.2	“Extent of obligations and liability” Add the following to the clauses: The Contractor shall provide the following to the Engineer for retention by the Employer or his assignee in respect of all works designed by the Contractor: 4.1.2.1 A Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice. 4.1.2.2 Proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s). 4.1.2.3 Design calculations should the Engineer request a copy thereof.

Clause	Description
	4.1.2.4 Engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Engineer to compare the design with the specified requirements and to record any comments he may have with respect thereto. 4.1.2.5 "As-Built" drawings in PDF or DWG electronic format after completion of the Works. The Contractor shall be responsible for the design of the Temporary Works.
4.5	"Notices and fees" Clause 4.5.4: Contractor to be compensated The fees, taxes, levies and other charges to be paid by the Contractor in terms of sub-clause 4.5 will not be refunded by the Employer. The cost thereof shall be deemed to be included in the prices offered for relevant items in the Bill of Quantities.
5.12.2.4	"Extension of time for Practical Completion" Add the following new sub-clause 5.12.2.4: Any disruption of labour on a regional or national level due to political unrest, organized mass action or related incidents which is considered to be beyond the Contractor's Control. Any strike within the confines of the Contractor's company, which may affect this project, will be deemed to be within the Contractor's control.
5.12.3	"Extension of tie for Practical Completion" Add the following additional sub-clause: Any additional statutory holidays proclaimed after the closing date of Bids over and above the statutory holidays which existed at the time of Bidding. In the case of an additional public holiday declared by the State President, a claim for the cost of temporary or hourly-paid workers who would have been actively engaged in the construction work had the day not been declared a public holiday, will be considered by the Employer. Except for proven extra cost, claims for standing time of plant and equipment will not be considered as the cost thereof is deemed to be included in the Contractor's provisional and general items.
6.10.4	"Delivery, dissatisfaction with and payment of payment certificate" Add the following additional sub-clause: Notwithstanding the above, the Engineer shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work."

Clause	Description
9.2.1.3	“Termination by Employer” Add the following new sub-clauses: 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 benefitted the Contractor.”
10.1.1.1	“Contractor’s claims” Add the following new sub-clause: 10.1.1.1.5 Discussions of claims during site meetings and minutes of such discussions shall not be regarded as a claim or notice by the Contractor of his intention to make a claim unless it is supported by a written submission in terms of Clause 10.1.1.1.

Part 2: Data Provided by the Contractor

Clause	Description
1.1.1.9	The name of the Contractor is:
1.2.1.2	The Contractor’s address for receipt of communication is: <u>Physical Address:</u> Tel no: Fax no: e-mail: <u>Postal Address:</u>
1.1.1.14	The time for achieving Practical Completion as set out in the Scope of Works are Weeks

6.2.1	The security provided by the company should be one of the following: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr style="background-color: #f2f2f2;"> <th style="width: 70%; padding: 5px;">Type of Security</th> <th style="width: 30%; padding: 5px;">Contractor's choice indicate "YES" or "NO"</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">Cash deposit of 10% of the Contract Sum plus Retention of 10% of the value of the Works</td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;">Performance guarantee of 10% of the Contract Sum plus Retention of 10% of the value of the Works</td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;">Deduction of 10% of the contract price from the Contractor's first payment certificate plus Retention of 10% of the value of the works</td> <td style="padding: 5px;"></td> </tr> </tbody> </table> Note: Value Added Tax is included in the Contract Sum for calculating the percentages.	Type of Security	Contractor's choice indicate "YES" or "NO"	Cash deposit of 10% of the Contract Sum plus Retention of 10% of the value of the Works		Performance guarantee of 10% of the Contract Sum plus Retention of 10% of the value of the Works		Deduction of 10% of the contract price from the Contractor's first payment certificate plus Retention of 10% of the value of the works	
Type of Security	Contractor's choice indicate "YES" or "NO"								
Cash deposit of 10% of the Contract Sum plus Retention of 10% of the value of the Works									
Performance guarantee of 10% of the Contract Sum plus Retention of 10% of the value of the Works									
Deduction of 10% of the contract price from the Contractor's first payment certificate plus Retention of 10% of the value of the works									
6.5.1.2.3	The percentage allowance to cover overhead charges on day work is %.								

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.3 FORM OF GUARANTEE

WHEREAS

at

(Hereinafter referred to as "the Employer")

entered into, on the Day of20..., at

a Contract with

at

(Hereinafter called "The Contractor")

for the construction of

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of suretyship for the due and faithful fulfilment of such Contract by the Contractor.

AND WHEREAS

Has/have at the request of the Contractor, agreed to give such security.

NOW THEREFORE WE,

do hereby guarantee and bind ourselves jointly and severally as Sureties and Co-principal Debtors to the Employer under renunciation of the benefits of division and exclusion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions.

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.
3. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

4. Our total liability hereunder shall not exceed the sum of (R.....).
5. We hereby choose domicilium citandi et executandi for all purposes arising hereof at

.....

IN WITNESS WHEREOF this guarantee has been executed by us at on
this..... day of 20.....

As witnesses:

1.....	Signature.....
2.....	Duly authorised to sign on behalf of
	Address
	
	

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

THIS AGREEMENT made at _____
on this the _____ day of _____ in the year
_____ **between THE BELA-BELA LOCAL MUNICIPALITY (hereinafter called "the
Employer") of the one part, herein represented by** _____
in his capacity as _____ and
(herein after called "the Mandatory") of the other part, herein represented by

in his capacity as _____

WHEREAS the Employer is desirous that certain works be constructed, viz,

BID NO: 9/3/1/439

REHABILITATION OF PAUL SAUER STREET (WARD 6)

and has accepted a Bid by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either.
 - (a) the date of the Final Approval Certificate issued in terms of Clause 5.16.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
 - (b) the date of termination of the Contract in terms of Clauses 9.1 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
 - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
 - (i) Section 8 : General duties of Employers to their employees.

- (ii) Section 9 : General duties of Employers and self-employed persons to persons other than employees.
- (iii) Section 37 : Acts or omissions by employees or mandatories, and
- (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.

(b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his Sub-Contractors.

4 In addition to the requirements of Clause 8 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.

5 The Mandatory is responsible for the compliance with the Act by all his Sub-Contractors, whether or not selected and/or approved by the Employer.

6 The Mandatory warrants that all his and his Sub-Contractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A valid letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.

7 The Mandatory undertakes to ensure that he and/or Sub-Contractors and/or their respective Employers will at all times comply with the following conditions:

(a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.

(b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.

(c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his Sub-Contractors.

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

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

WITNESS 1 NAME 1
(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

WITNESS 1 NAME 1
(IN CAPITALS)

Contractor

Witness 1

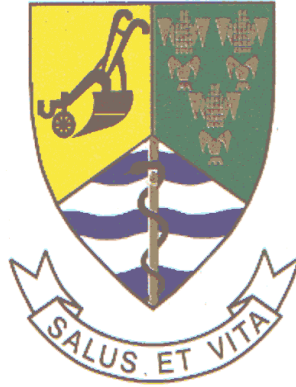
Witness 2

Employer

Witness 1

Witness 2

BELA-BELA LOCAL MUNICIPALITY



BID NO: 9/3/1/439

REHABILITATION OF PAUL SAUER STREET (WARD 6)

C2 PRICING DATA

C2.1 Pricing Instructions

C2.2 Bill of Quantities

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Contractor

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Witness 1

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Witness 2

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Employer

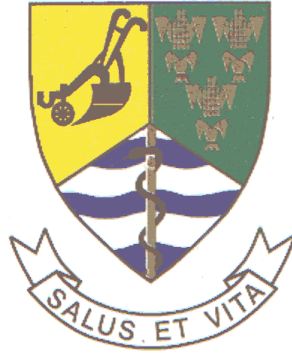
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Witness 1

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Witness 2

BELA-BELA LOCAL MUNICIPALITY



BID NO: 9/3/1/439

REHABILITATION OF PAUL SAUER STREET (WARD 6)

C2.1 PRICING INSTRUCTIONS

C2.1 PRICING INSTRUCTIONS

1. The General Conditions of Contract, the Contract Data and the Drawings shall be read in conjunction with the Bill of Quantities.
2.
 - a. The Schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of temporary and permanent Works.
 - b. Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Schedule, his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional works carried out and that the Engineer is obliged to base his assessment of the payment to be paid for such additional work on the rates inserted in the Schedule by the Contractor.
 - c. Clause 8 of each Standardized Specification and the measurement and payment clause of each Particular Specification, read together with the relevant clause of the Project Specification, set out what ancillary or associated activities are included in the rate for the operations specified.
3. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.
4. The prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive prices to the Employer for the work described under the several items. The prices and rates shall be exclusive of Value Added Tax. Such prices shall cover all costs and expenses that may be required in and for the construction of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based.
5. A price or rate is to be entered, in **BLACK INK**, against each item in the Schedule of Quantities.
6. In the event of the Bidder failing to price any item it will be held that the Bidder has made adequate allowance under other items for all labour, material and costs required for the execution, not only of the quantum of work covered by the unpriced item but also for any increase in the said quantum which may have to be undertaken during the course of the Contract.
7. The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the Contractor.
8. An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.
9. The Bidder shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the bided rates shall apply should work under these items actually be required.
10. Should the Bidder group a number of items together and bid one sum for such group of items, the single bided sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

11. The bidder's rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.
12. The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.
13. Ordering of materials are not to be based on the Bill of Quantities, but only on information issued for construction purposes.
14. Those parts of the works to be constructed using labour-intensive methods are marked in the bill of quantities with the letters LI either in a separate column or as a prefix or suffix against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a deviation from the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.
15. Where minimum labour intensity is specified in the design, the Bidder is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity targets.
16. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict
17. The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframes stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted. The client may institute a penalty relating to outstanding labour information.

The following information shall be maintained on site and submitted in electronic/hard copy formats:

- Certified ID copies of all locally employed labour
- Signed Contracts between the employer and the EPWP Participants
- Attendance Registers for the EPWP Participants
- Proof of Payment of EPWP Employees
- Monthly Reporting Template as per EPWP requirements

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

Unit : The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Bidder bids to do the work
Amount	:	The quantity of an item multiplied by the bided rate of the (same) item
Sum	:	An amount bided for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

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

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

Contractor

Witness 1

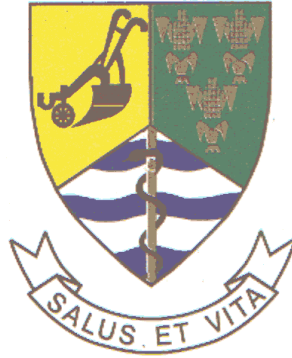
Witness 2

Employer

Witness 1

Witness 2

BELA-BELA LOCAL MUNICIPALITY



BID NO: 9/3/1/439

REHABILITATION OF PAUL SAUER STREET (WARD 6)

C2.2 BILL OF QUANTITIES

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1200	GENERAL REQUIREMENTS AND PROVISIONS				
	a) Relocation, including lowering or raising, protection and/or repair of existing services which are not allowed for under any other items in the schedule of quantities.	Prov. Sum			50,000.00
	b) Handling cost and profit in respect of sub-item B12.03(a)	%	50,000.00		
B12.04	Provision for a Community Liaison Officer				
LI	(a) Provisional sum for the payment of the Community Liaison Officer @ R 5250.00 p/m	Prov. Sum			26,250.00
	(b) Handling costs and profit in respect of sub-item B12.01(a)	%	26,250.00		
B12.05	Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations				
	(a) Health and Safety Obligations	Month	5		
	(b) Special Information Signs	PC Sum	1		
	(c.)Provision for security guards	PC Sum	1		
	(d) Handling costs and profit in respect of sub-item B12.05(b&c)	%	30,000.00		
B12.06	Submission of the Health and Safety File	Lump Sum	1		
12.10	Contract Nameboard (As per drawing)	No	1		
1200	TOTAL CARRIED TO SUMMARY				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1300	- <u>CONTRACTORS ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</u>				
B13.01	The contractors general obligations:				
	(a) Fixed obligations	Lump sum	1		
	(b) Value-related obligations	Lump sum	1		
	(c) Time-related obligations	Month	5		
	The combined total tendered for sub-items (a), (b) and (c) shall not exceed 15% of the tender sum.				
1300	TOTAL CARRIED TO SUMMARY				

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B14.07	<u>HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL</u>				
	Rented, hotel and other accommodation				
	(a) Provisional sum for providing rented housing, hotel or other accommodation as described in subsubclause 14.03 (c)(ii) including services	Prov.Sum	1	30,000.00	30,000.00
	(b) Handling costs and profit in respect of subitem 14.07 (a)	%	30000.00		
14.08	Services:				
	(a) Services at offices:				
	(i) Fixed costs	Lump Sum	1		
	(ii) Running costs	Month	1		
1400	TOTAL CARRIED TO SUMMARY				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1500	<u>ACCOMMODATION OF TRAFFIC</u>				
B15.01	Accommodating traffic and maintaining temporary deviations including all flagmen required	km	1.1		
B15.03	Temporary traffic-control facilities: (Note: These items are under the control of the engineer and will only be use and paid as instructed by the engineer at section NOT part of the 0.2 Km above which are paid under item B15.01) (a) Flagmen (b) Portable STOP and GO-RY signs (e) Road signs, R- and TR-series, 1200 mm dia (f) Road signs, TW-series, 1524 mm sides (g) Road signs, STW, DTG, TGS and TG-series (h) Delineators (TW401 & TW402) (i) Single (1) 800mm x 250mm (ii) Double, mounted back to back (m) Two-way communication devices (n) Provision of high visibility safety jackets	man-days	440		
		No.	4		
		No.	10		
		No.	10		
		No.	10		
		No.	35		
		No.	30		
		No.	2		
		No.	10		
B15.14	The provision and maintenance of rotating lights, etc. for the use of the Engineer and his staff				
	(a) Rotating lights	No.	2		
B15.17	Penalty to be conducted for non-compliance with requirements for accomodation of traffic				
	(a) Fixed penalty for occurrence	No.	-133		
B15.17	Penalty to be conducted for non-payment of local labours				
	(a) Fixed penalty for occurrence	No.	-1000		
1500	TOTAL CARRIED TO SUMMARY				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1700	<u>CLEARING AND GRUBBING</u>				
B17.01	Clearing and grubbing				
	(a) Normal areas				
	i) Within the road reserve	ha	2.0		
	ii) In borrow pits	ha	2.0		
17.04	Clearing and grubbing at inlets and outlets of hydraulic structures	m ²	10		
17.05	Cleaning out of hydraulic structures				
	(a) Pipes with an internal diameter up to and including 750 mm	m ³	10		
	(b) Pipes with an internal diameter exceeding 750 mm.	m ³	10.00		
	(c) Box culverts up to and including 1.5 m vertical dimension.	m ³	20.00		
1700	TOTAL CARRIED TO SUMMARY				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1800	<u>DAYWORKS SCHEDULE</u>				
B18.01	Labourers:				
	(i) Unskilled labour	h	Rate Only		Rate Only
	(ii) Semi-skilled labour	h	Rate Only		Rate Only
	(iii) Skilled labour	h	Rate Only		Rate Only
B18.02	Foreman	h	Rate Only		Rate Only
B18.03	Tipper trucks:				
	(i) 3 - 5 ton	h	Rate Only		Rate Only
	(ii) 5,1 - 10 ton	h	Rate Only		Rate Only
B18.04	Loader (0,5m³)	h	Rate Only		Rate Only
B18.05	Grader (CAT 140G or similar)	h	Rate Only		Rate Only
B18.06	LDV	h	Rate Only		Rate Only
B18.07	Compaction Rollers:				
	(i) Vibrator roller	h	Rate Only		Rate Only
	(ii) Tamping roller	h	Rate Only		Rate Only
	(iii) Grid roller	h	Rate Only		Rate Only
B18.08	Hand Controlled Compactors:				
	(i) Pedestrian roller (Bomag BW90)	h	Rate Only		Rate Only
	(ii) Vibratory plate	h	Rate Only		Rate Only
	(iii) Rammers	h	Rate Only		Rate Only
B18.09	Water truck (min. 1000 l)	h	Rate Only		Rate Only
B18.10	Dozer (D7 or similar)	h	Rate Only		Rate Only
1800	TOTAL CARRIED TO SUMMARY				0.00

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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2100	TOTAL CARRIED TO SUMMARY	
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ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
23.00	<u>2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS</u>				
23.07	Trimming of excavations for concrete-lined open drains				
	(a) In soft material	m ²	1650		
	(b) In hard material	m ²	82.5		
B23.16	Cast insitu concrete and formwork:				
	(a) Concrete edge beam (25/19) MPa	m ³	83		
23	<u>Concrete lining for open drains</u>				
	(a) Cast in situ concrete lining (25/19)				
	(i) 1500 mm x 1500 mm x 125 mm	m ³	248		
23.09	Formwork to cast in situ concrete lining for open drains (class F2 surface finish)				
	(c) To ends of slabs	m ²	40		
23.09	Sealed joints in concrete linings of open drains				
	(a) 10mm: "flexcell" joint	m	40		
23.12	Steel reinforcement				
	(c) Welded steel fabric Ref 293	m ²	1650		
2300	TOTAL CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3100	<u>3100: BORROW MATERIALS</u>		-	-	
B31.01	Excess overburden:				
	(a) Depth up to and including 0,5m	m³	12000		
	(b) Depth exceeding 0,5m and up to 1,5m	m³			Rate Only
31.03	Finishing-off borrow areas in:				
	(a) Hard material	ha	1		
	(c) Soft material	ha	1		
	Fencing				
31/B55.10	Borrow-pit game proof fencing				
	(a) Provisional sum for the erecting of 1.2m height, with provision of gate fencing around borrow pit.	Prov Sum			50 000
3100	TOTAL CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3300	<u>3300: MASS EARTHWORKS</u>		-	-	
B33,01	Cut and borrow to fill, including free-haul up to 1,0km from road reserve				
	(a) Material in compacted layer thickness of 200mm and less				
	(i) Compacted to 90% modified AASHTO density	m³	43		
	(b) Rock Fill (as specified in subclause 3209 (c)	m³	50		
33,03	Extra over item 33.01 for excavating and breaking down material in -				
	(a) Intermediate excavation	m³	10		
	(b) Hard excavation	m³	10		
33.04	Cut to spoil, including free-haul up to 1.0km, material obtained from:				
	(a) Soft excavation	m³	848		
	(b) Intermediate excavation				
	(c) Hard excavation	m³	42		
	(d) Boulder Excavation class B	m³	Rate Only		Rate Only
33.07	Removal of unsuitable material, including 1.0km free-hual				
	(a) In layer thickness of 200mm and less:				
	(ii) Unstable material	m³	85		
33.10	Roadbed preparation and the compaction of material				
	(a) Compaction to 90% of modified AASHTO density	m³	848		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

33.11	<u>Three roller passes</u> (a) Vibratory roller (b) Heavy grid roller	m ² m ²	Rate Only Rate Only		Rate Only Rate Only
<u>33/16.00</u>	<u>1600: OVERHAUL</u>				
33/16.02	Overhaul on material hauled in excess of 1,0 km (ordinary overhaul)	m ³ .km	1780,00		
3300	TOTAL CARRIED TO SUMMARY				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3400	<u>3400: PAVEMENT LAYERS OF GRAVEL MATERIAL</u>				
34.01	Pavement layers constructed from gravel taken from cut or borrow, including free-haul up to 1,0 km:				
	(c) Gravel subbase(unstabilised gravel compacted to):				
	(i) 150mm layer thickness to 93% modified AASHTO density - G5 material	m³	153		
	(f) Gravel base (chemically stabilized material) compacted to :				
	(i) 150mm layer thickness to 97% of modified AASHTO density	m³	648		
	(g) Gravel shoulder compacted to:				
	(ii) 95% of modified AASHTO density (150 mm compacted layer thickness)	m³	324		
34.04	In situ reconstruction of existing pavement layers as:				
	(g) Gravel base compacted to 98% MOD AASHTO density (unstabilized gravel) using:				
	(i) 250mm layer thickness using non-cemented material	m³	819		
34.05	Extra over 34.04 for the construction of gravel pavement layers from recovered pavement material mixed with existing bitumous surfacing material	m³	819		
34.05	Extra over 34.04 for adding extra material as specified in subclause 3207(b)(iii)				
	(c) Gravel Base (G5 material)	m³	164		
34.14	Pavement layers constructed from gravel obtained from commercial sources or sources provided by the contractor, including unlimited free haul:				
	(a) Gravel selected layer compacted to:				
	(i) 95% of modified AASHTO density (150mm compacted layer thickness)	m³	Rate Only		Rate Only
	(b) Gravel subbase (unstabilised material) compacted to:				

34/16.02	(i) 97% of modified AASHTO density (150mm compacted layer thickness - G4 gravel)	m ³	Rate Only		Rate Only
	(c) Gravel base (chemically stabilized material) compacted to :				
	(i) 150mm layer thickness to 98% of modified AASHTO density	m ³	153		
	Overhaul on material hauled in excess of 1.0 km(ordinary overhaul)	m ³ .km	2250		
3400	TOTAL CARRIED TO SUMMARY				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3500	<u>3500: STABILIZATION</u>				
35.01	Chemical stabilisation extra-over unstabilized compacted layers:				
	(a) Base layer : 150mm thickness	m ³	1631		
B35.02	Chemical stabilising agent:				
	(a) CEM II A/L 32.5 cement	t	86		
35.04	Provision and application of water for curing	kl	856		
35.05	Curing by covering with subsequent layer	m ²			Rate Only
3400	TOTAL CARRIED TO SUMMARY				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
42.02	<u>Asphalt surfacing</u>				
	(a) Continuously graded hot-mix asphalt using:				
	(i) 60/70 pen, 40 mm thick medium grade	m ²	10,440		
42.04	Tack coat of 30% stable-grade emulsion	litre	12,528		
42.08	100mm Cores in asphalt paving	No	10		
4200	TOTAL CARRIED TO SUMMARY				

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5600	<u>ROAD SIGNS</u>				
B56.01	Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in diamond grade retro- reflective material, where the sign board is constructed from:				
	(c) Prepainted galvanized steel plate (chromadek or approved equivalent):				
	(i) Area not exceeding 2m ²	m ²	5		
	(ii) Area exceeding 2m ² but not exceeding 10m ²	m ²	5		
	(iii) Area exceeding 10m ²	m ²	Rate only		Rate only
56.02	Extra over item 56.01 for using:				
	(a) Background of retro-reflective material:				
	(i) Class III	m ²	10		
56.03	Road sign supports (over-head road sign structures excluded):				
	(b) Timber:				
	(i) 100mm dia.	m	40		
56.06	Extra over item 56.05 for cement-treated soil backfill	m ³	10		
LI					
56.07	Extra over item 56.05 for rock excavation	m ³	10		
5600	TOTAL CARRIED FORWARD				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5700	ROAD MARKINGS				
57.02	Retro-reflective road-marking paint:				
	(a) White lines (broken or unbroken):				
	(i) 100mm wide	km	1.1		
	(ii) 150mm wide	km	Rate Only		Rate Only
	(b) Yellow lines - 100mm width				
	(i) 100mm wide	km	Rate Only		Rate Only
	(ii) 150mm wide	km	Rate Only		Rate Only
	(iii) 200mm wide	km	Rate Only		Rate Only
	(d) White lettering and symbols	m ²	50		
	(e) Yellow lettering and symbols	m ²	Rate only		Rate only
	(f) Transverse lines, painted island and arrestor bed markings (any colour)	m ²	50		
57.04	Variations in rate of application:				
	(a) White paint	l	Rate only		Rate only
	(b) Yellow paint	l	Rate only		Rate only
	(d) Retro-reflective beads	kg	Rate only		Rate Only
B57.06	Setting out and premarking the lines (excluding traffic island markings, lettering and symbols)	km	1.1		
5700	TOTAL CARRIED TO SUMMARY				

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5900	<u>FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS</u>				
59.01	Finishing the road and road reserve:				
	(b) Single carriageway road and road reserve	km	1.1		
5900	TOTAL CARRIED TO SUMMARY				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
81.00	<u>8100: TESTING MATERIALS AND WORKMANSHIP</u>				
81.02	Other special tests requested by the engineer				
	(a) Cost of testing	Prov. Sum			150,000.00
	(b) Handling costs and profits in respect of subitems B81.02(a)	%	150,000.00		
8100	TOTAL CARRIED TO SUMMARY				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCHEDULE A: ROADWORKS

SECTION	DESCRIPTION	AMOUNT
1200	General Requirements and Provisions	
1300	Establishment and General Obligations	
1400	Housing, Offices & Laboratories	
1500	Accommodation of Traffic	
1700	Clearing and Grubbing	
1800	Dayworks	
2100	Drains	
2300	Concrete Kerbing, Concrete Channelling, Open Chutes	
3100	Borrow Material	
3300	Mass Earthworks	
3400	Pavement layers of gravel Material	
3500	Stabilisation	
4200	Asphalt Surfacing	
5600	Road Signs	
5700	Road Markings	
5900	Finishing the Road and Road Reserve and treating old roads	
8100	Testing Materials and Workmanship	
TOTAL SCHEDULE A: (ESTIMATED COST OF CONSTRUCTION)		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CALCULATION OF TENDER SUM

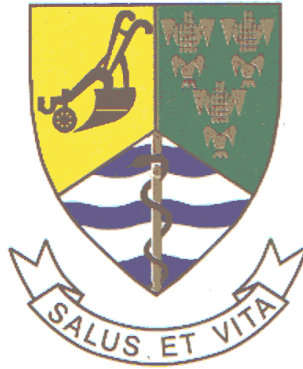
ITEM	AMOUNT
TOTAL SCHEDULE A: ROADWORKS	
TENDER (CONTRACT) SUM	
CONTINGENCIES (5%)	
SUB-TOTAL	
ADD 15% VAT	
TOTAL CONTRACT PRICE (VAT incl)	

SIGNATURE OF TENDERER:

NAME IN BLOCK LETTERS:

DATE:

BELA-BELA LOCAL MUNICIPALITY



BID NO: 9/3/1/439

REHABILITATION OF PAUL SAUER STREET (WARD 6)

C3 SCOPE OF WORK

- C3.1 Description of the Works
- C3.2 Engineering
- C3.3 Procurement
- C3.4 Construction
- C3.5 Management

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

C3.1 DESCRIPTION OF WORKS

C3.1.1 General Description of the project.

The project entails the rehabilitation a total of about 1.1 km of Paul Sauer Street in the Industrial area of Bela-Bela. Including, but not limited to:

- Two traffic lanes of 4.5 m each;
- Asphalt surfacing;
- Concrete edge beams;
- Concrete V-drains and associated drainage structures.

3.1.1.1 Road Construction

- 250mm in situ reconstruction of base stabilised with cement(C3/C4)
- Laying of 40mm Asphalt
- Construction of concrete edge beam
- Installation of road signs and markings

3.1.1.2 Stormwater Drainage

- Construction of Concrete V-drain on side
- Clear out existing channel from Paul Sauer
- Mitre drains discharging on surface
- Clean out existing pipe culverts

This description of the Works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract.

Approximate quantities of each type of work are given in the Schedule of Quantities.

C3.1.4 Location of the Works.

The project is in located in Industrial Street which falls under Bela-Bela local municipality in the Limpopo Province. The Google Earth coordinates of the start and end positions of each street are as shown in the Table below.

Street Name	Start Coordinate	End Coordinate
Paul Sauer Street	24°52'59.6"S 28°18'20.5"E	24°53'17.5"S 28°17'48.9"E

C3.1.5 Access to the Site

Without limiting any of the Contractor's obligations or responsibilities under this contract, the Contractor will be deemed to have obtained all the necessary information pertaining to and have complied with all the regulations and procedures governing the use of international, national, regional and local facilities such as site access, transport, handling and storage facilities including public and private roads, railways, airports, airways, border crossing and the like for the fulfilment of the contract.

C3.1.6 Supplying of Materials

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor shall secure and supply all material required for the contract. The Contractor shall also ensure that no delay is caused due to a shortage of material at any stage and shall secure and order the required materials well in advance.

The Contractor shall further check the quality and quantity of that required material before ordering. No claims for payment in excess incorrect material ordered due to this shall be considered.

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

C3.1.7 Access and Accommodation of traffic to site

The Contractor shall be responsible for and obligated under this contract to grant reasonable access to the residents during construction.

Temporary deviations will be made along the portions of the road where the works will be implemented. The deviations will accommodate the traffic off the working areas by way of detours in order to provide access especially to the local destination points. All deviation and detours will be clearly indicated and controlled by way of temporary road signage as well as flagmen however access must be given to the residents.

Where temporary deviations are not possible, access will be provided to local residents during box cutting stage.

C3.1.8 Temporary Works.

The temporary works will be identified during construction.

C3.1.9 General Information.

C3.1.9.1 Drawings.

The reduced drawings contained in **Annexure C5.2** that form part of the tender document shall be used for tender purposes only. Further drawings are to be provided on an on-going basis by the Engineer during construction.

Any information in the possession of the Contractor, which the resident engineer requires to complete the as-built drawings, shall be supplied to the resident Engineer before a certificate of completion will be issued.

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

C3.1.9.2 Power, Water Supply and Other Services.

The Contractor shall make his own arrangements concerning the supply of electrical power and all other services. No direct payment will be made for the provision of electrical and other services. The cost of providing these services will be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

C3.1.9.3 Contractor's Camp Site and Security.

The Contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel and all regulations stipulated by the local authority shall be adhered to.

It is anticipated that the Contractor's choice of a camp site will be influenced by the availability of telephone and electrical connections as well as the supply of potable water.

Provision is made in these specifications for the erection of a security fence around the site offices. The Contractor shall be responsible for the security of his personnel and constructional plant on and around the site of the works and for the security of his camp, and the Employer will consider no claims in this regard.

C3.1.9.4 Additional Requirements for Construction Activities:

C3.1.9.4.1 The Contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

C3.1.9.4.2 The Contractor shall submit proposals in connection with directional signs to the Engineer for approval.

C3.1.9.5 Programme Requirements for Construction Activities

The Contractor shall programme his activities to be suitable in terms of his resources to complete the contract inside the stipulated time period.

C3.1.9.6 Construction in Confined Areas

It may be necessary for the Contractor to work in confined areas. In certain areas the width of the fill material and pavement layers may reduce to zero and the working space may be confined. The method of construction in these confined areas depends on the Contractor's construction plant. However, the Contractor must note that measurement and payment will be in accordance with the specified cross-sections and dimensions, irrespective of the method used to achieve these cross-sections and dimensions, and that the rates and amounts tendered will be deemed to include full compensation for any special equipment or construction methods or for any difficulty encountered in working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for payment be considered on account of these difficulties.

C3.1.10 Labour Regulations

A27 Payment for the labour-intensive component of the works.

Payment for works identified in clause 3.1.3 "the Extent of the Project" in the Project Specifications as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

A28 Applicable labour laws.

The Ministerial Determination for Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

A29 Introduction.

This document contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of an EPWP.

A29.2 In this document –

- (a) “department” means any department of the State, implementing agent or Contractor.
- (b) “Employer” means any department, implementing agency or Contractor that hires workers to work in elementary occupations on a EPWP;
- (c) “worker” means any person working in an elementary occupation on a EPWP;
- (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;
- (e) “management” means any person employed by a department or implementing agency to administer or execute an EPWP;
- (f) “task” means a fixed quantity of work;
- (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed.
- (i) “time-rated worker” means a worker paid on the basis of the length of time worked.

A30 Terms of Work.

A30.1 Workers on an EPWP are employed on a temporary basis.

A30.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on an EPWP.

A30.2 Employment on a EPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

A31 Normal Hours of Work.

A31.1 An Employer may not set tasks or hours of work that require a worker to work–

- (a) more than forty hours in any week
- (b) on more than five days in any week; and

(c) for more than eight hours on any day.

A31.2 An Employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.

A31.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

A32 Meal Breaks.

A32.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

A32.2 An Employer and worker may agree on longer meal breaks.

A32.3 A worker may not work during a meal break. However, an Employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An Employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

A32.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

A33 Special Conditions for Security Guards.

A33.1 A security guard may work up to 55 hours per week and up to eleven hours per day.

A33.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

A34 Daily Rest Period.

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

A35 Weekly Rest Period.

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

A36 Work on Sundays and Public Holidays

A36.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.

- A36.2 Work on Sundays is paid at the ordinary rate of pay.
- A36.3 A task-rated worker who works on a public holiday must be paid –
(a) the worker's daily task rate, if the worker works for less than four hours;
(b) double the worker's daily task rate, if the worker works for more than four hours.
- A36.4 A time-rated worker who works on a public holiday must be paid –
(a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
(b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.
- A37 Sick Leave.**
- A37.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- A37.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- A37.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- A37.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- A37.5 An Employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- A37.6 An Employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- A37.7 An Employer must pay a worker sick pay on the worker's usual payday.
- A37.8 Before paying sick-pay, an Employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –

(a) absent from work for more than two consecutive days; or
(b) absent from work on more than two occasions in any eight-week period.
- A37.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- A37.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

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A38 Maternity Leave.

- A38.1 A worker may take up to four consecutive months' unpaid maternity leave.
- A38.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- A38.3 A worker must give her Employer reasonable notice of when she will start maternity leave and when she will return to work.
- A38.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- A38.5 A worker may begin maternity leave –
(a) four weeks before the expected date of birth; or
(b) on an earlier date –
(i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
(ii) if agreed to between Employer and worker; or
(c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- A38.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- A38.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.

A39 Family responsibility leave.

- A39.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -
(a) when the employee's child is born;
(b) when the employee's child is sick;
(c) in the event of a death of –
(i) the employee's spouse or life partner;
(ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

A40 Statement of Conditions.

- A40.1 An Employer must give a worker a statement containing the following details at the start of employment –
(a) the Employer's name and address and the name of the EPWP;

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- (b) the tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (d) the worker's rate of pay and how this is to be calculated;
- (e) the training that the worker will receive during the EPWP.

A40.2 An Employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

A40.3 An Employer must supply each worker with a copy of these conditions of employment.

A 41 Keeping Records.

A41.1 Every Employer must keep a written record of at least the following –

- (a) the worker's name and position;
- (b) in the case of a task-rated worker, the number of tasks completed by the worker;
- (c) in the case of a time-rated worker, the time worked by the worker;
- (d) payments made to each worker.

A41.2 The Employer must keep this record for a period of at least three years after the completion of the EPWP.

A42 Payment.

A42.1 An Employer must pay all wages at least monthly in cash or by cheque or into a bank account.

A42.2 A task-rated worker will only be paid for tasks that have been completed.

A42.3 An Employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the Contractor having submitted an invoice to the Employer.

A42.4 A time-rated worker will be paid at the end of each month.

A42.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

A42.6 Payment in cash or by cheque must take place –

- (a) at the workplace or at a place agreed to by the worker;
- (b)
- (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (c) in a sealed envelope which becomes the property of the worker.

A42.7 An Employer must give a worker the following information in writing –

- (a) the period for which payment is made;
- (b) the numbers of tasks completed, or hours worked;
- (c) the worker's earnings;

- (d) any money deducted from the payment;
- (e) the actual amount paid to the worker.

A42.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.

A42.9 If a worker's employment is terminated, the Employer must pay all monies owing to that worker within one month of the termination of employment.

A43 Deductions.

A43.1 An Employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

A43.2 An Employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

A43.3 An Employer will be responsible for payment or contribution of UIF for all workers employed under the project. Proof of payment of UIF shall be available upon request.

A43.4 An Employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.

A43.5 An Employer may not require or allow a worker to –
(a) repay any payment except an overpayment previously made by the Employer by mistake;
(b) state that the worker received a greater amount of money than the Employer actually paid to the worker; or
(c) pay the Employer or any other person for having been employed.

A44 Health and Safety.

A44.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

A44.2 A worker must–
(a) work in a way that does not endanger his/her health and safety or that of any other person;
(b) obey any health and safety instruction;
(c) obey all health and safety rules of the EPWP;
(d) use any personal protective equipment or clothing issued by the Employer;
(e) report any accident, near-miss incident or dangerous behaviour by another person to their Employer or manager.

A45 Compensation for Injuries and Diseases

- A45.1 It is the responsibility of the Employers (other than a Contractor) to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- A45.2 A worker must report any work-related injury or occupational disease to their Employer or manager.
- A45.3 The Employer must report the accident or disease to the Compensation Commissioner.
- A45.4 An Employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The Employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

A46 Termination.

- A46.1 The Employer may terminate the employment of a worker for good cause after following a fair procedure.
- A46.2 A worker will not receive severance pay on termination.
- A46.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the Employer in advance to allow the Employer to find a replacement.
- A46.4 A worker who is absent for more than three consecutive days without informing the Employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- A46.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period. 0630797957

A47 Certificate of Service.

- A47.1 On termination of employment, a worker is entitled to a certificate stating –
- (a) the worker's full name;
 - (b) the name and address of the Employer;
 - (c) the EPWP on which the worker worked;
 - (d) the work performed by the worker;
 - (e) any training received by the worker as part of the EPWP;
 - (f) the period for which the worker worked on the EPWP;
 - (g) any other information agreed on by the Employer and worker.

A48 Contractor's default in payment to Labourers and Employees.

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Contractor

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Witness 2

Employer

Witness 1

Witness 2

Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.

The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

A49 Provision of Hand tools.

The Contractor shall provide his labour force with hand tools of adequate quality, sufficient in numbers and make the necessary provisions to maintain the tools in good and safe working conditions.

A50 Personal & Other Protective Equipment (Sections 8/15/23 or the OHS Act)

The Contractor is required to identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal Protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.

Where it is not possible to create an absolutely safe and healthy workplace the Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the said equipment be maintained by the Contractor, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.

Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating or discharging the employee.

The Contractor may not charge any fee for protective equipment prescribed by him/her but may charge for equipment under the following conditions:

- Where the employee requests additional issue in excess of what is prescribed
- Where the employee has patently abused or neglected the equipment leading to early failure
- Where the employee has lost the equipment

All employees shall, as a minimum, be required to wear the following PPE on any Municipal projects:

- Protective overalls
- Protective footwear
- Protective headwear
- Eye/face protection

All PPE provided to local labour working on the Expanded Public Works Programme shall be branded in accordance with the EPWP CI Manual. Typical elements which shall be branded include:

- Protective overalls
- Reflective vests
- Protective headwear

The rate for local labour shall include for the supply of EPWP branded PPE in accordance with the Provincial EPWP specifications. The rate shall include the additional cost of the specified colours for the PPE and branding in accordance with CI manual.

A51 Community participation

A51.1 Purpose

In order to give effect to the need for participation and transparency in the process of appointing labour, the community should participate in the decision-making process throughout the life of a project. This shall be achieved through structured engagement between those responsible for the delivery of the project and the community.

A51.2 Structure and Composition

A Project Steering Committee (PSC) may be formed from representatives of the Employer, the Engineer, the Contractor and the Community if the project is such that a specific community can be identified.

A51.3 Procedures

The PSC deals with labour and SMME involvement on the project and shall meet at least once every month until such time as it is of the opinion that it could fulfil its tasks by meeting less frequently.

The PSC shall make recommendations by consensus. If consensus cannot be reached, the decision of the Employer will be final in cases that have no financial implications for the Contractor or where payment is to be made from PC items. Where the financial responsibility for the successful completion of the works rests with the Contractor, the Contractor's decision shall be final. In fulfilling its tasks, the PSC shall be guided by the relevant sections of this specification and the supplementary documents.

A51.4 Tasks of the PSC

- (a) To assist with community liaison and resolution of disputes.
- (b) To devise fair and transparent procedures that will assist the Contractor in the engagement of labour and the award of sub-contracts to SMME's.
- (c) To advise on and monitor labour issues.
- (d) To assist in resolving labour disputes.

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

A51.5 Assistance to the PSC

The Employer may appoint a competent local person as a Community Liaison Officer to assist the Engineer and the Contractor in the day-to-day liaison with the communities directly affected by the project.

A52 Community liaison officer (CLO)

The contractor or his appointed agent will appoint a Community Liaison Officer (CLO) after consultation with the local communities, the engineer and the employer. The contractor shall direct all his liaison efforts with the local communities through the appointed officer. The contractor shall, however, accept the appointed as part of his management personnel.

A52.1 Duties of the Community Liaison Officer

The Community Liaison Officer's duties will be:

- (a) To be available on site daily between the hours of 07h00 and 17h00 and at other time as the need arises. His normal working day will extend from 07h00 morning until 17h00 in the afternoon.
- (b) To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- (c) To communicate daily with the contractor and the engineer to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.
- (d) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a "labour desk".
- (e) To attend all meetings in which the community and/or labour are present or are required to be represented.
- (f) To assist in the identification, and screening of labourers from the community in accordance with the contractor's requirements.
- (g) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
- (h) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- (i) To keep a daily written record of his interviews and community liaison.
- (j) To attend monthly site meetings to report on labour and RDP matters.
- (k) All such other duties as agreed upon between all parties concerned.
- (l) To submit monthly returns regarding community liaison.

A52.2 Payment for the Community Liaison Officer

A special pay item is incorporated in section 1200 of the bill of quantities relating to payment of the liaison officer on a prime cost sum basis. This payment shall only be made for the full duration of the contract. The remuneration of the CLO shall be determined jointly by the contractor, engineer and employer.

A52.3 Period of employment of the Community Liaison Officer

The period of employment of the community liaison officer shall be as decided upon jointly by the contractor, engineer and employer.

A53 Reporting.

The Contractor shall submit monthly returns/reports as specified below:

- Signed Muster rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.
- Certified ID copies of all locally employed labour.
- Signed Contracts between the employer and the EPWP Participants
- Attendance Registers for the EPWP Participants
- Monthly Reporting Template as per EPWP requirements
- Plant utilization returns.
- Progress report detailing production output compared to the programme of works.

C3.2 ENGINEERING

C3.2.1 Design services and activity matrix

Description	Responsibility
Design of Works	Engineer
Concept, feasibility and overall process	Client
Basic Engineering and detail layouts to tender stage	Engineer
Final Design of Works	Engineer
Final Design approved for construction stage	Client
Preparation of tender documentation & adverts	Engineer
Appointment of soil test / topographical surveyors/ etc	Engineer/ Client
Risk assessment, quality assurance, Project Health and safety specifications and compliance.	Engineer
Construction and appointment of sub-Contractors	Contractor
Supervision	Engineer
Preparation of as-built drawings	Contractor / Engineer
Completion certificate	Engineer / Client / Contractor

C3.2.2 Drawings.

The Engineer will provide the Contractor with three full sets of drawings, which will be used exclusively for the recording of as built information by the Contractor.

Only dimensions, positions, levels, co-ordinates etc. that change from the original values, will be required to be entered on these drawings. These drawings, fully marked up, will be

handed to the Engineer at the issue of the Certificate of completion, which will not be issued until the as-built information has been received. The drawings are applicable to this contract are attached to the document:

The applicable drawings mentioned above are attached at the end of this section.

(C4 – Site Information).

C3.3 PROCUREMENT

C3.3.1 Procurement principles

The Tenderers notice is drawn to the fact that the awarding of this tender will be in terms of the Supply Chain Management Policy of the Bela-Bela Local Municipality.

The standard uniformity of construction in construction published by the Construction Industry Development Board (CIDB) as well as the National Treasury Standard for Infrastructure Procurement and Delivery Management (SIPDM) is adopted for the procurement of this contract, in order to establish the minimum requirements that:

- Promote cost efficiencies through the adoption of a uniform structure for procurement documents, standard component documents and generic solicitation procedures;
- Provide transparent, fair and equitable procurement methods and procedures in critical areas in the solicitation process;
- Ensure that the forms of contract that are used are fair and equitable for all parties to a contract; and
- Enable risk, responsibilities and obligations to be clearly identified.

C3.3.2 Contractor's personnel

The Contractor shall limit the utilization of his permanently employed personnel to the key personnel only on the Works, as defined below, and shall execute and complete the Works utilizing a temporary workforce employed directly by the Contractor and/or by his sub-Contractors, using the assistance of the Ward Councillor and his/her Project Steering Committee (PSC) from the various communities that are established within the same ward where the works will be executed.

Without derogating from the Contractor's obligations to complete the Works within the specific time for completion in terms of the General Conditions, the numbers in each category of the Contractor's key personnel, as stated by the Contractor in the Returnable Schedules, will be strictly controlled during the contract and any increase in numbers will be subjected to the prior approval of the Employer.

Key personnel means all contracts managers, site agents, site clerks, materials and survey technicians, quantity surveyors, trainers, supervisors, foremen, skilled plant operators, brick layers, welders, shutter hands and the like, and all other personnel in the permanent employ of the Contractor or his sub-Contractors who possess special skills, and or/ who play key roles within the Contractor's or his Sub-Contractor's operations.

The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor, and where he deems the circumstances so warrant, authorize in writing that the Contractor may utilize in the execution of the Works, workers not being his key personnel but who are in permanent employ. Without limiting the generality to warrant of this sub-clause, circumstances which may be considered by the Engineer to warrant authorization of the use of the Contractor's permanent employees other than key personnel include:

- a) The unavailability from local sources of sufficient numbers of temporary workers and/or sub-Contractors to execute the Works, provided always that the Contractor has satisfied the Engineer that has exercised his best endeavours and taken all reasonable actions to recruit sufficient temporary workers and sub-Contractors from local sources.
- b) The unavailability within the temporary worker pool and/or from Sub-Contractor sources available to the Contractor in terms of the Control, of sufficient skills necessary to execute the Works or specific portions thereof, in situations where the completion period allowed in the Contract is insufficient to facilitate the creation of the necessary a warrant provision of suitable training as contemplated in the Contract;
- c) Any other circumstances which the Engineer may deem as constitution a warrant.

C3.3.3 Temporary Workforce/ Employment of Local Labour

The Contractor shall employ labour from the local communities that are within the same ward where the works will be executed, through the assistance of the Ward Councillor and his/her Project Steering Committee (PSC) from the various communities that are established within the same ward where the works will be executed.

Accordingly, the workforce that is employed on Site shall consist of local residents, except for approved key staff in the permanent employ of the Contractor, to maximum extent that is compatible with the requirements of Clause C.3.32.

It is a specific criterion of this project that should as far as possibly adhere to EPWP principles, and to meet these principles the following procedures will be followed:

- a) All labour is to be sourced from the local communities that are within the same ward where the works will be executed, and the Contractor may only bring key personnel from outside this area.
- b) The fixed rate for the appointment of local labour will be as per the Department of Labour Ministerial determination applicable in that project duration. This will be payable by the Contractor on monthly basis.
- c) A Monthly labour report on all local labour i.e. payments and labour days should be submitted to the Engineer at the end of each month in order for the Engineer to submit a report to the Employer.

The Ward Councillor and his/her Project Steering Committee (PSC) shall assist in identifying available local labour and, where available semi-skilled labour as well as local Sub-Contractors. The Employer shall assist and advice regarding conditions of employment, minimum wages, disputes and disciplinary procedures. The function of the Ward Councillor, PSC and Employer shall however in no way diminish the responsibilities of the Contractor in terms of the Conditions of Contract.

C3.3.3.1 Requirements of Expanded Public Works Programme

- **EPWP Project Specification**

As much as is economically feasible, all work shall be implemented by employing Labour Intensive Construction methods. Over and above the normal Building and Allied works to be implemented by employing skilled and unskilled labour the works specified in the “Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)” shall be undertaken using Labour Intensive Construction methods.

- **Labour-intensive construction methods**

Labour-intensive construction shall mean the economically efficient employment of as great a portion of labour as is technically feasible to produce a standard of construction as demanded by the specifications with completion by the Due Completion Date, thus bringing about the effective substitution of labour for plant and equipment.

Appropriate portions of the Works included in the Contract shall be executed using labour-intensive construction methods.

Except where the use of plant is essential in order, in the opinion of the Engineer, to meet the specified requirements by the Due Completion Date, or where the use of plant is essential as a result of occupational health and safety considerations, the Contractor shall use only hand tools and equipment in the construction of those portions of the Works that are required in terms of these Project Specifications to be constructed using labour-intensive construction methods.

These portions of the Works shall be constructed utilizing only locally employed labour and/or the labour of local subcontractors, supplemented by the Contractor’s key personnel to the extent necessary and unavoidable, unless otherwise instructed by the Engineer and in accordance with the further provisions of the relevant sections of Portion B of the Project Specifications.

Subject to considerations of occupational health and safety, the portions of the Works to be executed using labour-intensive construction methods are:

- Clearing and grubbing of the Site;

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Contractor

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Employer

Witness 1

Witness 2

- Excavation for structures up to 1,5 m deep;
- Bedding, selected fill, backfilling and compaction of all pipe trenches irrespective of depth, but assisted by mechanical compaction equipment in order to achieve the specified densities;
- Transportation and spoiling of all trench materials, where the disposal site is located within 20 metres of the source;
- Dismantling and re-erection of fences;
- Mixing and placing of concrete;
- Construction of all brickwork required for structures; and
- Cleaning and tidying up of the site.
- Any other manual work as assigned.

C3.3.3.2 Employment of unskilled and semi-skilled workers in labour-intensive works

◆ Requirements for the sourcing and engagement of labour

Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

The rate of pay set for the EPWP is **R225.00** per task or per day.

Tasks established by the Contractor must be such that:

- a) the average worker completes 5 tasks per week in 40 hours or less; and
- b) the weakest worker completes 5 tasks per week in 55 hours or less.

The Contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements above.

The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

- a) where the head of the household has less than a primary school education;
- b) that have less than one full time person earning an income;
- c) where subsistence agriculture is the source of income.
- d) those who are not in receipt of any social security pension income

The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- a) 60 % women;
- b) 55% youth who are between the ages of 18 and 25; and
- c) 2% on persons with disabilities.

• **Specific provisions pertaining to SANS 1914-5**

Targeted labour: Unemployed persons who are employed as local labour on the project.

There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.

The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid, and any training allowance paid in respect of agreed training programmes.

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

The Contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.

The cost of the formal training of targeted labour, will be funded by the Municipality where applicable.

The Contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more.

The Contractors shall do nothing to dissuade targeted labour from participating in the above-mentioned training programmes.

An allowance equal to 100% of the task rate or daily rate shall be paid by the Contractor to workers who attend formal training, in terms of the information above.

Proof of compliance with the requirements of training must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

C3.3.4 Sub-Contracting

Notwithstanding the requirement to sub-contract some of the works to local sub-Contractors; works may not be sub-contracted to another party unless approval is given by the Engineer in writing. The Contractor must advertise the sub-contracting packages in local public areas within the Municipal area and submit to the Engineer in writing a request for appointment of a particular sub-Contractor subsequent the evaluation of the submitted bids. Accompanying this request is to be the full detail of the sub-Contractor, including:

- Previous experience
- Work which will be sub-contracted to him/her
- Approximate value of the work to be sub-contracted.

Before the Engineer issues any certificate that includes any payment in respect of work done or goods supplied by any sub-Contractor appointed in accordance with the provisions of Clause 4.4 of the General Conditions of Contract Third Edition (2015), he shall be entitled to call upon the Contractor to furnish reasonable proof that all payments (less retention moneys) included in previous certificates in respect of the work or goods of such sub-Contractors have been made or discharged by the Contractor, in default of which, unless the Contractor:

- Informs the Engineer in writing that he has reasonable cause for withholding or refusing such payment; and
- Submits to the Engineer reasonable proof that he has so informed such sub-Contractor in writing.

F4. JOB CREATION REPORTING FOR EPWP

In order to assist the Employer in complying with the goals of creating EPWP job opportunities, the Contractor must provide the following information for reporting purposes:

F4.1 Type of project data required per project

Every EPWP project shall collect and keep specific project data for the purpose of EPWP progress reporting. ***The data that is required to be kept and maintained for each project includes:***

F4.1.1 Beneficiary data

A beneficiary list must be maintained for every project. The data required in this beneficiary list is indicated below. This data shall be recorded, checked and signed off by the Contractor on a weekly basis, and shall be submitted to the Employer at each monthly site meeting. The beneficiary list shall contain the following data and shall be kept and maintained on site for audit purposes:

- Beneficiary identity – name, surname, initials, date of birth and identity number (or other unique identifier) plus certified copy of ID book (or another unique identifier).
- Beneficiary profiles – nationality, gender, age, education level and disability status.
- Monthly work data for beneficiaries – daily wage to be received, number of calendar days training attended, and number of calendar days worked.

F4.1.2 Project work data

This generally seeks to confirm the number of people at work daily on the project. The following data must be recorded and maintained on site by the Contractor, in order that it can be provided by the Employer to the National Department of Public Works upon request when the latter is undertaking sample auditing. The documentation that should be kept includes:

- (a) Daily attendance register – register for each day showing all the workers that were registered as being at work on that day. Attendance registers shall be completed on site on a daily basis and signed off by the Contractor on a weekly basis.
- (b) Summary of monthly attendance.

F4.1.3 Project payment data

This generally seeks to confirm what was paid, for how much work and to whom. It is required that the Contractor adopt one of the following methods as standard procedure for recording and maintaining this information:

- (a) Payment register – this is a list of the workers showing the wages paid to each worker and signed off by each worker as proof of receipt and acceptance of payment. Information on this register must include the name of the worker, either an identity number or other unique identifier, the number of calendar days that the pay period covers, the wage rate and the total wages paid.

Alternatively,

- (b) Bank records showing the transfers to each worker account, signed off by the Contractor as proof of payment – these bank records must specifically show the name of the worker, either an identity number or other unique identifier, the period which the pay covers and the total wages paid.

The project payment data, as recorded and maintained by the Contractor in terms of either (a) or (b) above, must be available and applicable for the entire period for which the Employer claims an incentive reward for person-days of work created in terms of the project.

F4.1.4 Employment output data

The Contractor shall submit to the Employer at each monthly site meeting the data necessary to enable the Employer to calculate the following employment output data:

- (a) Number of work opportunities created (where one work opportunity = paid work created for one individual on an EPWP project, for any period of time).
- (b) Number of person-days of work created (where one person-day = one day of work carried out by one individual). The total number of person-days of work created on a particular EPWP project shall be obtained by summing the total

- number of person-days worked by each individual employed during the course of that EPWP project.
- (c) Number of Full Time Equivalents (FTEs) created (= total number of person-days of work created on the EPWP project divided by 230 working days). In terms of EPWP policy, one year of work created for one individual is assumed to comprise a total of 230 days of paid work carried out by that individual.
 - (d) Average duration of work opportunities created (= total number of person-days of work created on the EPWP project divided by the number of work opportunities created on that EPWP project).
 - (e) Average daily wage rates paid (= accumulated total of the wages paid to all individuals employed on an EPWP project divided by the total number of person-days of work created on that EPWP project).

C3.4 CONSTRUCTION

Contents:

- **C3.4.1 Standard Specifications**
- **C3.4.2 General Project Specifications**

Contractor

Witness 1

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Employer

Witness 1

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C3.4 CONSTRUCTION

C3.4.1 Standard Specifications

The Standard specifications on which this contract is based on the COLTO: Standard Specifications for Road and Bridge Works for State Road Authorities: Committee of Land Transport Officials

Other Standard Specifications:

The following SANS 1200 Specifications shall form part of this contract and are available at the expense of the Contractor from the SA Bureau of Standards, Private Bag X191 Pretoria, 0001:

SANS 1200 A 1986 Section A: General
SANS 1200 AB 1986 Section AB: Engineer's office
SANS 1200 C 1980 Section C: Site clearance
SANS 1200 D 1988 Section D: Earthworks
SANS 1200 DB 1989 Section DB: Earthworks (pipe trenches)
SANS 1200 DM 1981 Section DM: Earthworks (roads, subgrade)
SANS 1200 G 1982 Section G: Concrete (structural)
SANS 1200 GE 1984 Section GE: Precast concrete (structural)
SANS 1200 H 1990 Section H: Structural steelwork
SANS 1200 L 1983 Section L: Medium-pressure pipe lines
SANS 1200 LB 1983 Section LB: Bedding (pipes)
SANS 1200 LC 1981 Section LC : Cable ducts
SANS 1200 LD 1982 Section LD: Sewers
SANS 1200 LE 1982 Section LE: Stormwater drainage
SANS 1200 LF 1983 Section LF: Erf connections (water)
SANS 1200 M 1996 Section M: Roads (general)
SANS 1200 ME 1981 Section ME: Subbase
SANS 1200 MF 1981 Section MF: Base
SANS 1200 MFL 1996 Section MFL: Base (light pavement structures)
SANS 1200 MH 1996 Section MH: Asphalt base and surfacing
SANS 1200 MJ 1984 Section MJ: Segmented paving
SANS 1200 MK 1983 Section MK: Kerbing and channelling
SANS 1200 MM 1984 Section MM: Ancillary roadworks

C3.4.2 General Project Specifications

In the event of any discrepancy between the Project Specifications and SANS 1200 Standardized Specifications, the Schedule of Quantities or the Drawings, the Project Specifications shall take precedence. Where discrepancies arise with regard to the units of the payment items only, the units stated in the Schedule of Quantities shall prevail.

PS 1	CONSTRUCTION PROGRAMME
PS 2	SITE FACILITIES AVAILABLE
PS 3	SITE FACILITIES REQUIRED
PS 4	FEATURES REQUIRING SPECIAL ATTENTION
PS 5	INFORMATION SUPPLIED BY EMPLOYER
PS 6	EXTENSION OF TIME ARISING FROM ABNORMAL RAINFALL
PS 7	CERTIFICATES OF PAYMENT
PS 8	CONSTRUCTION IN LIMITED AREAS
PS 9	NON-WORKING DAYS
PS 10	SPOIL MATERIAL
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PS 18	WORKMANSHIP AND QUALITY CONTROL
PS 19	TRANSPORT OF MATERIAL
PS 20	LIAISON WITH LOCAL AUTHORITIES
PS 21	LOCAL LABOUR AND LOCAL SUB-CONTRACTORS
PS 22	TRAINING SCHEMES
PS 23	PRESCRIPTIONS IN RESPECT OF EXISTING SERVICES

PS 1: CONSTRUCTION PROGRAMME

It is a prerequisite of this contract that minimal disruption of the public is ensured during construction.

Construction methods must be of such a nature that no property or life is endangered. The Municipality accepts no responsibility for any work done outside the site boundaries without the Engineer's approval. The Contractor himself is responsible for liaison and arrangements with the Engineer in connection with the finalization and approval of the construction programme.

The Contractor is responsible for liaison with residents and house owners via the Project Steering Committee in respect of the programming of construction through private erven and the crossing of driveways to erven. No additional payment will be made in this regard, and it shall be deemed to be covered by the relevant items.

Sufficient digital photographs of all existing structures and obstructions in the pipeline routes must be taken by the Contractor, compiled electronically, indexed and handed over to the Engineer before construction commences.

The Contractor shall submit a programme of work to the Engineer/Municipality not later than 14 (fourteen) days after the Contractor has been notified of the acceptance of his tender. This programme must take into account and allow for phased completion of the work. The Engineer may instruct the Contractor to stop construction work at any stage and time, as may be dictated by financial constraints highlighted by the Clients Cost Control Programme.

If necessary, the Engineer may instruct the Contractor to adjust his programme to suit other activities.

The programme shall not be in the form of a bar chart only, but shall clearly show the anticipated quantities, the production rates and value of work to be performed each month.

A network-based programme according to the precedence method shall also be provided showing the various activities and critical path in such detail as may be required by the Engineer. The programme shall be updated monthly in accordance with the progress made by the Contractor.

Failure to comply with these requirements will entitle the Engineer to use a programme based on his own assumptions for the purpose of evaluating claims for extension of time or additional payments.

If the programme submitted by the Contractor in terms of Clause 15 of the General Conditions of Contract, has to be revised because the Contractor is falling behind in his programme, he shall submit a revised programme of how he intends to regain lost time to ensure completion of the Works within the period defined in Clause 45 of the General Conditions of Contract or within a granted extension of time. A proposal to increase the tempo of work must incorporate positive steps to increase production either by more labour and plant on the site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as set out in Clause 58 of the General Conditions of Contract.

The approval by the Engineer of a programme shall have no contractual significance other than the Engineer will be satisfied if the work is carried out according to the programme. The said approval shall not limit the right of the Engineer to instruct the Contractor to vary the programme if necessary. The Contractor shall allow for the effect of normal rainfall and special non-working days in his programme.

(CRITICAL PATH MUST BE INDICATED ON PROGRAMME)

PS 2 : SITE FACILITIES AVAILABLE

PS 2.1 : Water, electricity and sewage

The Contractor shall make his own arrangements concerning the supply of electrical power, water, telephone and all other services, both for use at the site establishment area as well as for the use in the construction of the Works. No direct payment shall be made for the provision of any service, and the cost thereof shall be deemed to be included in the rates tendered for the various items of work for which these services are required.

PS 2.3 : Rain gauge

The Contractor must set up his own rainfall gauge. This item is included in the Schedule of Quantities under other fixed-charge obligations.

PS 3 : SITE FACILITIES REQUIRED

PS 3.1 : Water, electricity and sewage

The Contractor shall, at his own expense, be responsible for obtaining and distributing the water and electricity required for construction and domestic use. The distribution of water and electricity shall be carried out in accordance with the applicable laws and regulations.

No separate payment will be made for obtaining and distributing water and electricity, the cost of which will be deemed to be included in the tendered rates.

PS 3.2 : Site instruction book

A triplicate book shall be provided by the Engineer to be used for site instructions. It shall at all times be kept on the site.

PS 4 : FEATURES REQUIRING SPECIAL ATTENTION

PS 4.1 : Access to properties

The Contractor shall organize the work in such a manner as to cause the least possible inconvenience to the employees working around the site as this is a public institution.

PS 4.2 : Contractor's vehicles

All equipment and vehicles used by the Contractor shall be roadworthy at all times and all drivers and operators shall be in possession of valid drivers' licences.

PS 4.3 : Site maintenance

During the progress of the work and upon its completion, the site of the works shall be kept and left in a clean and orderly condition. The Contractor shall at all times store materials and equipment for which he is responsible in an orderly manner and shall keep the site free from debris and obstruction. Workers shall lunch or have tea breaks only in a designated area with approved refuse and toilet facilities.

No open fires shall be permitted on the site.

Vehicles and workers must adhere to property demarcated access routes and not take or make short cuts.

PS 4.4 : Sub-Contractors

The Contractor is responsible for work carried out on his behalf by Sub-Contractors. The Engineer will not liaise directly with such Sub-Contractors, and all problems relating to payments, programming, workmanship, etc, shall be the concern of the Contractor and the Sub-Contractor, and the Engineer will not be involved.

PS 4.5 : Existing Services

Before the Contractor commences operations, he must discuss with and have the approval of the Employer, authority or owner concerned regarding the method he proposes to use for relocating or safe guarding any services and existing works he may encounter during construction.

The Contractor shall be responsible for any damage to such existing services and works in the execution of this contract and shall reimburse the Employer, authority or the owner concerned for any repairs required and for damages.

The Contractor shall be responsible for immediately notifying the Engineer and the authorities concerned regarding any damage caused to public services and existing works.

Any alteration to public services shall be carried out by the Authority concerned unless the Contractor is instructed otherwise.

The Contractor shall provide the necessary assistance during any operations necessary in connection with the removal, alteration or safeguarding of any public service.

PS 4.6 Safety

The Contractor shall apply suitable proven methods for construction so that his activities will not constitute a hazard to the public or any adjacent property. All excavations shall be suitably safeguarded and barricaded especially during night time, weekends or holidays and any other day of inactivity by the Contractor.

PS 5 : INFORMATION SUPPLIED BY EMPLOYER

Certain information contained in these contract documents, or provided separately, is being offered in good faith. However, in the circumstances pertaining to the type of information supplied, no guarantee can be given that all the information is necessarily correct or representative. More specifically this applies to all material surveys and reports and similar information, the accuracy of which is necessarily subject to the limitation of testing, sampling, the natural variation of material or formations being investigated and the measure of confidence with which conclusions can be drawn from any investigations carried out. It also applies to the positions of existing services as indicated on the drawings.

The Employer accepts no liability for the correctness or otherwise of the information supplied or for any resulting damages, whether direct or consequential, should it prove during the course of the contract that the information supplied is either incorrect or not representative. Any reliance placed by the Bidder on this information shall be at his own risk.

PS 7 : CERTIFICATES OF PAYMENT

It was agreed that the master copy of the payment certificates would be drawn up and processed by the Contractor. All costs to this effect, as well as reproduction costs shall be to the account of the Contractor. It was agreed that the first month's certificate will be evaluated and if in order, the same format will be used throughout the contract.

PS 8 : CONSTRUCTION IN LIMITED AREAS

In certain cases, working space may be limited. The method of construction in these restricted areas will depend largely on the Contractor's plant. However, the Contractor must note that measurement and payment will be according to the specified cross-sections and dimensions irrespective of the method used to achieve these cross-sections and dimensions, and that the rates and prices tendered shall be deemed to include full compensation for any difficulty encountered while working in limited areas and narrow widths, and that no extra payment will be made, nor will any claim for payment due to these difficulties be considered.

PS 9 : NON-WORKING DAYS

The Contractor shall not work on Sundays or on the following statutory Public Holidays: New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and Day of Goodwill. Whenever any of the above statutory Public Holidays fall on a Sunday, the following Monday shall be a Public Holiday.

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

PS 10 : SPOIL MATERIAL

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled in designated areas as directed by the Engineer. Spoiling shall comply with the applicable statutory and municipal regulations.

PS 11 : DRAWINGS

All "as built" information, as listed below, must be submitted to the Engineer's Representative before a certificate of completion will be issued. No separate payment will be made for the "as built" drawings.

PS 13 : SAMPLES

The Contractor shall at his own cost, supply all samples that may be required. Material or work not conforming to the approved samples shall be rejected. The Engineer reserves to himself the right to submit samples to any tests to ensure that the material represented by the sample conforms to the requirements of the specifications. The cost of all tests failed shall be for the Contractor's account.

PS 14 : MANUFACTURER'S INSTRUCTIONS

The recommendations of the manufacturers of patented materials must be strictly adhered to regarding the use, mixing, application, fastening, etc. thereof except when otherwise instructed in writing by the Engineer.

PS 15 : MATERIALS AND PLANT

The Contractor, when using materials that are required to comply with any standard specification, shall, if so ordered, furnish the engineer with certificates of compliance.

Where so specified, materials shall bear the official mark of the appropriate authority. Samples ordered or specified shall be delivered to the engineer's office on the site free of charge.

Where proprietary products have been specified, similar products may be used subject to the prior written approval of the engineer.

Unless otherwise specified, all proprietary materials shall be used and placed in strict accordance with the relevant manufacturer's current published instructions.

Unless anything to the contrary is specified, all manufactured articles or materials supplied by the Contractor for the permanent works shall be unused.

Existing structures on the site shall remain the property of the Employer and except as and to the extent required elsewhere in the contract, shall not be interfered with by the Contractor in any way.

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

Materials to be included in the works shall not be damaged in any way and, should they be damaged on delivery or by the Contractor during handling, transportation, storage, installation or testing they shall be replaced by the Contractor at his own expense.

All places where materials are being manufactured or obtained for use in the works, and all the processes in their entirety connected therewith shall be open to inspection by the engineer (or other persons authorised by the engineer) at all reasonable times, and the engineer shall be at liberty to suspend any portion of work which is not being executed in conformity with these specifications.

The Contractor shall satisfy himself that any quarry selected for use provides the necessary mined material in accordance with the specification.

PS 16: NOTICES, SIGNS, BARRICADES AND ADVERTISEMENTS

The Contractor shall erect the necessary signs, notices and barricades for the duration of the contract in order to safeguard both the works and the public.

Notices, signs and barricades as well as advertisements may be used only upon approval by the Engineer, and the Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Engineer shall have the right to have any sign, notice or advertisement moved to another position or to have it removed from the site of the works, should it in any way prove to be unsatisfactory, inconvenient or dangerous to the general public.

Such notices, signs and barricades shall be provided and erected at the Contractor's own expense.

The standard name board of the South African Association of Consulting Engineers is specified. The Contractor will be required to erect a signboard displaying the EPWP logo, indicating that this project is part of the EPWP. All costs related to the provision, erection and subsequent removal of the signboard shall be refunded to the Contractor through the provisional sum included in the Schedule of Quantities for this purpose.

PS 17: SETTING OUT OF WORK

Reference and level beacons will be shown to the Contractor by the Engineer at the commencement of the Contract and the Contractor will be responsible for transferring the data to the Site of Works.

The Contractor shall check the condition and accuracy of all reference and level beacons and satisfy himself that they have not been disturbed and are true with regard to position and level. A beacon that has been disturbed shall not be used until its true position and level have been re-established and the new values have been certified by the Engineer. The Contractor shall thereafter be held entirely responsible for the protection of all reference and level beacons.

The Contractor shall submit the method of setting out he proposes to employ to the Engineer. Accurate control of line and level shall be provided by the Contractor at all stages of construction.

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

Work set out by the Contractor may be checked by the Engineer and any errors found shall be rectified by the Contractor at his own expense. The Contractor shall supply any instrument, equipment, material and labour required by the Engineer for this survey work. Any assistance, including checking given to the Contractor by the Engineer or any setting out done by the Engineer for Contractor shall not be held as relieving the Contractor of his responsibility for the accurate construction of the Works.

PS 18 : WORKMANSHIP AND QUALITY CONTROL

The onus to produce work which conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality-control system and provide experienced foremen, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment, to ensure adequate supervision and positive control of the works at all times.

The costs of all supervision and process control, including testing thus carried out by the Contractor shall be deemed to be included in the rates tendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various standardized specifications regarding the minimum frequency of testing that will be required for process control. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion of every part of the work and submission thereof to the Engineer for examination, the Contractor shall furnish the Engineer with the results of all relevant tests, measurements and levels to indicate compliance with the specifications.

PS 19: TRANSPORT OF MATERIAL

All costs of transporting material shall be included in the applicable tendered rates. All references in the specifications to transport, overhaul and haul distances shall be deleted irrespective of whether or not the deletion is included in these project specifications.

PS 20: LIAISON WITH LOCAL AUTHORITIES

The Contractor will have to liaise with local authorities regarding the following matters:

- (a) Protection of existing services during construction.

All the relevant authorities were notified of above operations. It is then the Contractor's onus to immediately contact all these authorities and to accommodate their involvement in his programme of work. The Contractor should also warn the authorities at least 48 hours before the actual work commences. Compensation for delays, losses or accidents will not be considered should the Contractor at any time have failed to keep the local authorities informed.

The Engineer or Employer must immediately be notified, should the Contractor experience any problem regarding work which involve a local authority.

C3.5 MANAGEMENT

C3.5.1 Management of the works

C3.5.1.1 Applicable Specifications

The Standard for Civil Engineering Construction SANS 1200 published the South African Bureau of Standards and referred to as the "Standard Specifications" shall be applicable to this project.

C3.5.1.2 Concurrent construction contracts

The Contractor's attention is drawn to the fact that there might be other contiguous works will be executed concurrently by independent Contractor's under separate contracts in the vicinity of the Site.

The other Works which will be in progress or will come into operation on or adjacent to the Site of the Works during the progress or tenancy of this contract are likely to include, but are not limited to the following:

- a) (Other Project Description if applicable)
- b) (Other Project Description if applicable)

The Contractor shall ensure that neither his operations nor those of his sub-Contractors nor the activities of his employees shall interfere with or of the Employer or of other Contractors and he shall indemnify the Employer against all claims arising through default of this requirement.

The Contractor shall hand over portions of the Site of the Works (whether completed or not), or completed portion of the Works, to these Contractors when required by the Employer or detailed elsewhere in this document. The Contractor shall cause no interference with or delays in the execution of these contiguous contracts.

No discounts or commission for the Contractor is allowed on these contracts, and it will be assumed that he has fully allowed in the Contract Price for the presence of these Contractors on Site. Any service rendered or assistance given by the Contractor to these Contractors, save as are provided for in the Project Specifications, shall be for their accounts only since the Employer shall in no will be responsible to the Contractor for any payments in this respect.

The Contractor shall protect all known existing services as well as all work being carried out and structures being erected on the Site by other Contractor. Any damage caused to their services or structures, or any obstructions or hindrance caused to other Contractors by the Contractor, and all claims arising there from, will be sole responsibility of the Contractor.

All repair work shall be carried out at the Contractor's expense to the entire satisfaction of the Engineer.

The same obligations shall be imposed on the Employer and on other Contracts in respect of the Works being executed under this Contract.

C3.5.1.3 Contractor's Project Management Plan

The Contractor is required to prepare and submit a project management plan for the Construction. The particular Contents that should be included in the Contractor's Project Management Plan are listed below:

- **Project structure and agreements**

The Contractor shall indicate how responsibility for the various work packages will be divided between joint ventures partners (where applicable) and sub-Contractors.

A contract organogram shall be provided showing work appointment and project management responsibilities. The particular division of work shall match the establishment capabilities and capacities of each particular partners of Sub-Contractor.

- **Plant, materials and equipment**

The Contractor shall prepare s Plant and Materials procurement plan, indicating the source of key Plant and Materials designated for inclusion in the Works, and demonstration that such Plant and Materials have proven track record of successful maintenance support in South Africa.

The Contractor shall also prepare a plan of Contractor's Equipment, indicating the sources and details of construction equipment planned for use on the Contract and based on the Contractor's particular approach.

- **Staffing plan**

The Contractor shall prepare a detailed staffing plan showing in an organogram all key members of the Contractor's Personnel, proving a detailed CV for each such key position. The Contractor shall also show numbers and source of all non-key staff and indicating the particular approach.

- **Method statement**

The Contractor shall clearly describe the overall methodology proposed for construction of the Works and include particular method statement for each work discipline include in the Works.

C3.5.1.4 Construction Programme

The Contractor shall submit together with his tender, a proposed construction programme and schedule, which shall be updated and finalized within the period stated in the Contract Data a suitable and realistic construction programme for the consideration of the Engineer.

The programme shall be in the form of a Gantt chart and shall include the following details:

- A work breakdown structure (WBS), identifying the major activities and group of activities.
- For each activity and/or group of activities, further details shall be provided with regard to the scheduled and end dates of individual activities.
- The (F/S; S/S; F/F and association lead and lag) linkages between activities shall be clearly indicated and the logical network upon which the programme is based shall be separately submitted to the engineer if requested. Any constraints shall be classified as being time-related or resource-related.
- The critical path(s) shall be clearly indicated and floats on non-critical activities shall be shown.
- The Contractor shall indicate the working hours per day, night, week and month allowed for in the programme.
- Where relevant the Contractor shall state the production rates for key activities, e.g. earthworks, etc.
- The Contractor shall submit together with his tender, a detailed method statement of how he plans to execute the works, taking into account the inter-relationship of the various supply and drainage areas per water network and sewer branch pipeline layouts.

Together with the programme as detailed above the Contractor shall submit to the engineer as cash flow projection, indicating projected monthly invoice amounts. The cash flow projection shall be updated at monthly intervals to reflect actual payments to date and anticipated further payments.

The programme will be reviewed at the monthly site meetings at which the Contractor shall provide sufficient detail that will allow the comparison of completed work per activity that has fallen behind. The updated programme shall be submitted to the Engineer at least two days prior to the monthly meetings.

If the programme has to be revised by reason of the Contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost time in order to ensure completion of the Works within the time for completion or any granted extension of time. Ant proposal to increase the tempo of work must be accompanied by positive steps to increase production by providing more labour and plant on site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit the programme or to work according to the programme or revised programme shall be sufficient reason for the Engineer to take steps as provided in the General Conditions of Contract.

The approval by the Engineer of any programme shall have no contractual significance other than the Engineer will be satisfied that the work is carried out according to such programme and that the Contractor undertakes to carry out the

work in accordance with the programme. It shall not limit the right of the Engineer to instruct the Contractor to vary the programme if required by circumstances.

C3.5.1.5 Quality Assurance

The Contractor shall institute the quality management plan (QMP), as well as institute a quality management assurance system (QMAS) and provide experienced personnel as well as all the necessary transport, instruments and equipment, to ensure adequate supervision, positive control and testing of the work at all times in order to comply with the minimum standard specifications and requirements. The Contractor shall deliver to the Engineer, for his consideration, all the required QMP and QMAS quality assurance programme prior to the Contractor's appointment of any suppliers or commencement of the Works. Failure to comply with these requirements shall be just cause for the Engineer to order supervision of the Works without additional remuneration or for him to recommend termination to the Employer in terms of the Conditions of the Contract.

The Contractor shall do at least the quality control test at the frequencies specified in SANS for the required Scope of Work. If the scale of the works, construction method or any other circumstances dictates, the Contractor shall do more tests when required for quality assurance purposes.

The Contractor shall keep systematic records of the test results, and all worksheets related thereto. All test results obtained by the Contractor in the course of his process requesting inspection of the relevant portions of the Works. Any request for inspection shall be submitted on the prescribed forms.

The Employer is at liberty to carry out such tests as he deems necessary to determine compliance with the contract requirements and will make available the results of all tests to the Contractor.

Acceptance control, record keeping, and payments certificates shall be done in accordance with the Engineer's standards system except if the Engineer approves that the Contractor's QMP and standard QMAS system may be used.

C3.5.1.6 Site administration

- **Daily Site Diary**

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Contractor

Witness 1

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Employer

Witness 1

Witness 2

The daily site diary shall be kept to date by the Contractor's Site Agent and will be signed on a daily basis by the Engineer's Representative.

- **Information in Respect of Plant**

Information relating to plant on Site shall be recorded in the daily site diary. In addition, the Contractor shall deliver to the Engineer, on a monthly basis, a detailed summary of construction plant kept on the Site, full particulars given each day of the month. Distinction shall be made between plant in working orders and plant out of order. Such inventory shall be submitted by the first day of the month following the month to be reported.

- **Information in Respect of Employees**

Information relating to labour and management on Site shall be recorded in the daily site diary. In addition, the Contractor shall deliver to the Engineer, on a monthly basis, a detailed summary of Supervisory staff, labour employed (own and local labour) by category, and sub-Contractors (both local and imported) for each day of the month. Such return shall be submitted by the first day of the month following the month to be reported.

- **Rainfall Records**

Rainfall records for the period of construction shall be taken on Site and record in the daily site diary. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fences plus gate, padlock and keys at each measuring station, all at his own costs. The Engineer or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Engineer's Representative. Access to the measuring gauge(s) shall at all times be under the Engineer's control.

C3.5.1.7 Site instructions

Site instructions by the Engineer, addressed to the Contractor at his office on the Site will be numbered consecutively and will be deemed to have been received by the notice of the Engineer in writing immediately.

C3.5.1.8 Site Meetings

The Contractor and his authorized representative shall attend all meetings held on the Site with Employer and the professional team at dates and time to be determined by the Engineer. Such meeting will be held to evaluate the progress of the Contract, and to discuss matters pertaining to the Contract which any of the parties represented

may wish to rise. It is not the intentions to discuss day-to-day technical matters at such meetings.

C3.5.1.9 Payment Certificates

Monthly Progress Payment Certificates shall be submitted to the Engineer's Representative on Site not later than the 15th of each month (or on the last working day prior to this date) in order to allow for checking each and reconciliation of all quantities, rates, extension and additions in the certificate. Each progress payment certificate shall include work executed or reasonable expected to be executed up to 30th day of the specific month. The Engineer's Representative shall have a period of five (5) calendar days to view the draft certificate in collaboration with the Contractor. All quantity calculations and certificates submitted by the Contractor for checking shall be in accordance with the Engineer's standards site administration forms and formats.

Upon agreement by the Engineer's Representative by not later than the 20th of each month, the certificate shall be submitted by the Contractor in a typed form in accordance with the prescribed format, and with the correct spelling, to the Engineer by no later than the 20th of each month (or on the first working day thereafter), together with four additional copies, for certificates.

Where days' work has been instructed by the Engineer, the Contractor shall submit the return to the Engineer for signature and approval within twenty-four (24) hours of the end of the working day on which the work was executed. Day work returns shall be submitted on forms according to the Engineer's standard format. Failure to comply with terms of this clause will result in non-payment for such day works.

C3.5.1.10 Drawings, Operations and maintenance Manuals

All the information in possession of the Contractor that is required by the Engineer's Representative in order to complete the As-built drawings and to prepare a close-out report for the Employer must be submitted before a certificate of completion is issued for the works. Similarly, the Contractor will be required to submit full details of all materials/ fittings/ equipment in a maintenance procedure (where applicable) related thereto, for incorporation in the overall operation and maintenance manual for the completed works prior to issuing of the certificate of completion of the Works.

Only figured dimensions, levels and co-ordinates on the Drawings may be used in the interpretation thereof, and the Drawings shall not be scaled unless the Contractor is specifically instructed by the Engineer in writing. The Contractor shall notify the Engineer in writing of any lack of information or conflict in the information on the Drawings. The Engineer will upon written request provide any dimensions, levels and co-ordinates that may have been omitted from the Drawings.

C3.5.2 Management of the Environment

C3.5.2.1 The Environmental Management Plan (EMP)

The Contractor shall comply with the conditions of the Record of Decision and the Environmental Management Plan for the project.

An Environmental Management Programme (EMP), in the context of the regulations, is a tool that takes a project from a high-level consideration of issues down to detailed workable mitigation measures that can be implemented in a cohesive and controlled manner.

The objectives of an EMP are to minimize disturbance to the environment, present mitigation measures for identified impacts, maximise potential environmental benefits, assign responsibility for actions to ensure that the pre-determined aims are met.

C3.5.2.2 Environmental Authorization

The Contractor shall comply with the conditions of the Environmental Authorization - Record of Decision for the project.

C3.5.3 Management of Health and Safety on site

The Contractor shall comply with the Occupational Health and Safety (OHS) Agreement included in Section C1.2 – Contract Data

C3.5.3.1 Health and Safety Specifications

The Contractor shall comply with the requirements of the Occupational Health and Safety Specifications of the Municipality.

C3.5.3.2 Health and Safety Plan

The Contractor shall use the Occupational Health and Safety Specifications of the Municipality to develop and OHS Plan for the approval of the Employer/ Employer's Safety Agent. Once the OHS Plan is approved, it shall be included in OHS File on site for regular monitoring.

C3.5.3.3 Covid-19 OHS Specifications

The Department of Employment and Labour has appealed to employers to use the prescriptions of the Occupational Health and Safety (OHS) Act of 1993 in governing workplaces in relation to COVID-19.

The Contractor shall comply with the requirements of the specification.

C3.5.3.4 Covid-19 Risk Assessment

The purpose of this Risk Assessment is to:

- a) Identify the health hazards that employees may be exposed to while performing their work,
- b) Evaluate the initial risk, control measures currently used and the residual risk,
- c) Recommend control measures where applicable and
- d) Compile a Risk Assessment to manage COVID-19 in the workplace and on site,
- e) Produce a Risk Assessment in accordance with the requirements of the Disaster Management Act, 2002. Regulations issued in terms of Section 27(2) of the Disaster Management Act, 2002 (As amended on the 15th of March 2020),
- f) Ensure the Safety of all personnel involved with the activity,
- g) Put in place a way of communication to all personnel involved with the activity

C3.5.3.5 Covid-19 OHS Checklists

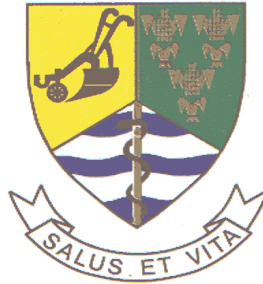
This checklist will assist the contractor to implement health and hygiene measures at a workplace and do a review of your facilities concerning Covid-19.

C3.6 ANNEXURES

The following specialised studies and licences are available on request:

- a) Geotechnical Report
- b) Drainage Report

BELA-BELA LOCAL MUNICIPALITY



BID NO: 9/3/1/439

REHABILITATION OF PAUL SAUER STREET (WARD 6)

C4 SITE INFORMATION

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

C4.1 Site Inspection

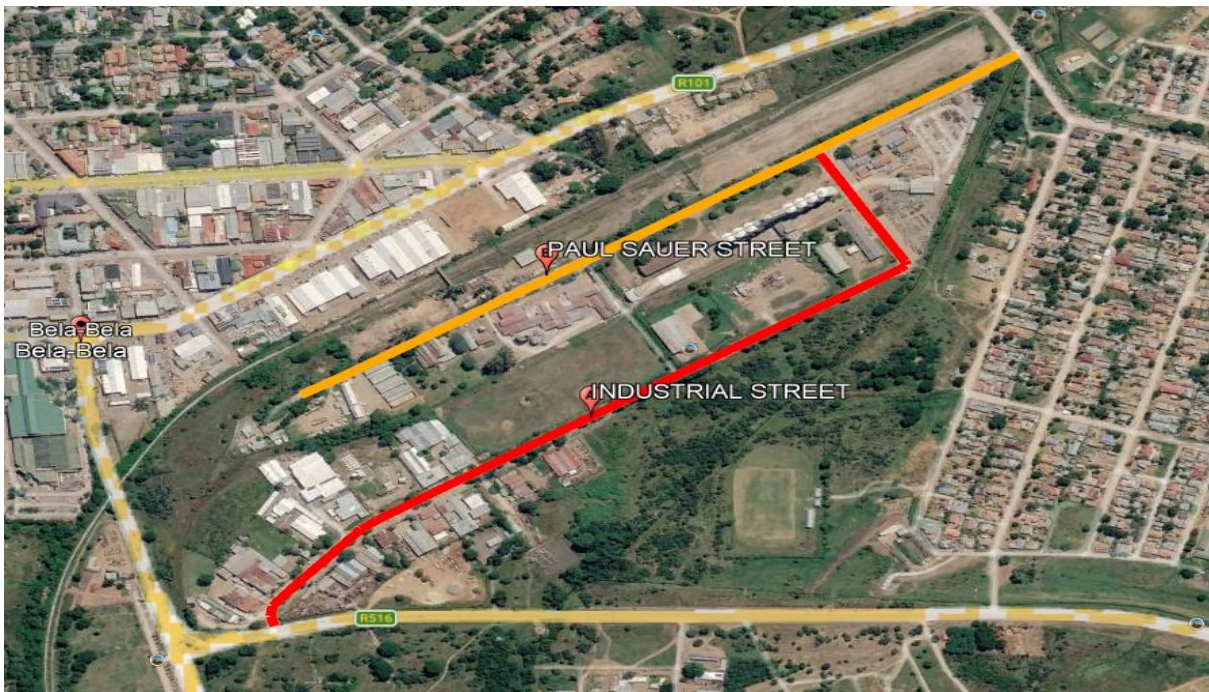
The Bidder shall familiarize him/herself on the nature of the site and inspect the site if necessary.

C4.2 Site Location

The GPS Co-ordinates for the project are as follows:

Street Name	Start Coordinate	End Coordinate
Paul Sauer Street	24°52'59.6"S 28°18'20.5"E	24°53'17.5"S 28°17'48.9"E

The site Locality Map is as shown below.



Contractor

Witness 1

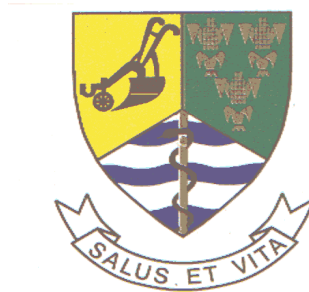
Witness 2

Employer

Witness 1

Witness 2

BELA-BELA LOCAL MUNICIPALITY



BID NO: 9/3/1/439

REHABILITATION OF PAUL SAUER STREET (WARD 6)

C5 DRAWINGS

C5.1 Contract Drawings

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2