

NDLAMBE MUNICIPALITY



TENDER DOCUMENT

TENDER 26/2425

CONSTRUCTION OF STORMWATER IN BATHURST

NAME OF BIDDER : _____

BIDDERS CSD /CRS NO. _____

BIDDERS CIDB NO _____

CONTACT PERSON _____

TELEPHONE NO. _____

EMAIL ADDRESS _____

PHYSICAL ADDRESS _____

PREPARED FOR

NDLAMBE LOCAL MUNICIPALITY



44 Campbell Street
Port Alfred
6170

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Closing date:

Tuesday, 13 June 2025 at 12:00

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SECTION A: ABBREVIATIONS AND ACRONYMS	
CIDB	Construction Industry Development Board
DTI	Department of Trade and Industry
EME	Exempt Micro Enterprise
IRBA	Independent Regulatory Board of Auditors
PCCA	Prevention and Combating of Corrupt Activities Act 12 of 2004
PFMA	Public Finance Management Act (Act 1 of 1999)
PPPFA	Preferential Procurement Policy Framework Act (Act 5 of 2000)
QSE	Qualifying Small Enterprise
COLTO	COLTO Standard Specifications for Road and Bridge Works for State Road Authorities, 1998 edition.
SANAS	South African National Accreditation System
SARS	South African Revenue Service
SASAE	South African Standard on Assurance Engagements
SCM	Supply Chain Management
SMME	Small, Medium and Micro Enterprises
ToR	Terms of Reference
CSD	National Treasury Central Supplier Database for South African Government
B: DEFINITIONS	
Acceptable tender	Means any tender which, in all respects, complies with the specifications and conditions of tender set out in the tender document.
Accreditation Body	Means the South African National Accreditation System or any other entity appointed by the Minister from time to time whose function it is to: Accrediting verification agencies Developing, maintaining, and enforcing of Verification Standards.
Affordable	Means (in terms of a PPP-Agreement) that the financial commitments to be incurred can be met by funds: Designated within Ndlambe Municipality's existing budget for the function to which the agreement relates; and Destined for Ndlambe Municipality in accordance with the relevant Treasury's future budgetary projections.
All applicable taxes	Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
Bid	Means a written offer or proposal to supply goods and/or provide services, submitted in response to the Ndlambe Municipality's invitation to quote or submit proposals which includes advertised competitive bids, written price quotations or proposals.
Bid Specification	A specification that lays down the characteristics of goods to be procured or their related processes and production methods, or the characteristics of services to be procured or their related operating methods, including the applicable administrative provisions, and a detailed requirement relating to conformity assessment procedures that an entity prescribes and shall include TOR for specialised services.
Black People	Means 'African', 'Indian' and 'Coloured' people who are citizens of the Republic of South Africa by birth; or are citizens of the Republic of South Africa by naturalisation before the commencement date of the Constitution of South Africa Act (1993); or became citizens of the Republic of South Africa after the commencement of the of the Constitution of South Africa Act(1993), but who for

	the Apartheid policy that has been in place to that date, would have been entitled to acquire citizenship by naturalisation prior to that date.
Specific goal	<p>2.1. 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 in MBD 6.1 as may be supported by proof/ documentation stated in the conditions of this tender:</p> <p>2.2. 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—</p> <ul style="list-style-type: none"> (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.
Close Family Member	Shall mean: - member of the same household, parent (including adoptive parent), parent-in-law, son (including adoptive son), son-in-law, daughter (including adoptive daughter), daughter-in-law, step-parent, step-son, step-daughter, brother, sister, grandparent, grandchild, uncle, aunt, nephew, niece, the spouse or unmarried partner with relation to any of the person's above.
Code of Ethics	Refer to the Ndlambe Municipality Code of Ethics for Management and Staff as may be amended from time to time.
Comparative Price	Means the price after the factors of a non-firm price and all the unconditional discounts that can be utilised have been taken into consideration.
Consortium or Joint Venture	Means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill, and knowledge in an activity for the execution of a contract.
Contract	Means the agreement that results from the acceptance of a bid by Ndlambe Municipality.
Designated Sector	Means a sector, sub-sector or industry that has been designated by the DTI in line with national development and industrial policies for local production, where on local produced goods or locally manufactured goods meet the stipulated minimum threshold for local production and content.
Duly Sign	Means a document that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
Exempt Micro Enterprise (EME)	Means an enterprise with a specified total annual revenue as per Department of Trade and Industry Codes of Good Practice on Broad Based Black Economic Empowerment.

Family Member	Means a husband or wife, any partner in a customary union according to indigenous law or any partner in a relationship where the parties live together in a manner resembling a marital partnership or a customary union; and any person related to either one or both persons referred above within the second degree through a marriage, a customary union, or a relationship or the third degree of consanguinity.
Firm Price	Means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.
Fronting	Means a deliberate circumvention or attempted circumvention of the B-BBEE Act and the Codes. Fronting commonly involves reliance on data or claims of compliance based on misrepresentation of facts, whether made by the party claiming compliance or by any other person.
Functionality	Means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical or useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of the tenderer.
Imported Content	Means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the bidder or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African port of entry.
In the service of the state	Means: an employee of any municipality who has a performance contract with the municipality and is employed on a permanent, temporary, or short-term basis. an employee or public servant of any national or provincial government as defined in terms of Public Services Act. a member who – is a councillor of any municipal council as defined in the Local Government Municipal Structures Act (Act No 117 of 1998); is a politician serving in any provincial legislature; or is a politician serving in the National Assembly or the National Council of Provinces, a member of the board of directors of any municipal entity, an employee and a member of a government owned entity as defined in the Public Finance Management Act (Act No 1 of 1999); and / or such other meaning ascribed to it by National Legislation from time to time.
Local content	Means a portion of the tender price, which is not included in the imported content, provided that local manufacture does take place.
Non-firm prices	Means all prices other than “firm” prices.
Person	Includes a juristic person.
Price Quotation	An estimate describing the product, stating its price, time of shipment, and specifies the terms of the sale and terms of the payment.
Property	Includes all movable and immovable property and intellectual property belonging to Ndlambe Municipality.

Public Private partnership	Means a commercial transaction between Ndlambe Municipality and a private party in terms of which: the private party either performs a function o.b.o. Ndlambe Municipality for a specified or indefinite period or acquires the use of state property for its own commercial purposes for a specified or indefinite period. the private party receives a benefit for performing the function or by utilizing state property, either by way of: compensation from a revenue fund charges or fees collected by the private party from users or customers of a service provider to them; or a combination of such compensation and such charges or fees.
Qualifying Small Entity	Means an enterprise with a specified total annual revenue as per Department of Trade and Industry Codes of Good Practice on Broad Based Black Economic Empowerment.
Rand value	Means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
Related enterprise	Means an entity controlled by a measured entity whether directly or indirectly controlled by the natural persons who have direct or indirect control over that measured entity or the immediate family of those natural persons.
Service Level Agreement	Shall have the same meaning assigned as "Contract".
Shareholder	Means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
State	Means: any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the PFMA any municipality or municipal entity national Assembly or the national Council of Provinces; or parliament.
Stipulated minimum threshold	Means that portion of local production and content as determined by the DTI.
Sub-Contract	Means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
Tender	The same meaning is assigned as 'Bid' above.
Threshold	Shall mean the financial limits on the value of goods or services to be procured as set and prescribed in this policy which shall determine the manner in which these goods and services will be procured.
Total revenue	Means the total income of an entity from its operations as determined under South African Generally Accepted Accounting Practice.
Trust	Means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
Trustee	Means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
Value for Money	Means that the item (public-private partnership agreement) results in a net benefit to Ndlambe Municipality defined in terms of cost, price, quality, quantity, or risk transfer, or a combination thereof.

Part T1: Tendering Procedures

T.1.1
TENDER NOTICE AND INVITATION TO BID



NDLAMBE MUNICIPALITY

TENDER 26/2425

INVITATION TO TENDER – CONSTRUCTION OF STORMWATER IN BATHURST

The Ndlambe Municipality hereby invites experienced service providers with a CIDB grading as tabulated below to submit bids for the construction of storm water in Bathurst.

Description of the works:

Road Name	Description of Works	No. of SMME's	CIDB Grading
CONSTRUCTION OF STORMWATER IN BARTHUST	Laying of 250MM pipe and casting of 400m concrete channel and cleaning of existing storm water channel	1	3CE or higher

A compulsory clarification meeting with representatives of the Employer will take place as follows:

Venue: Nolutkhanyo Hall

Time: 10:00

Date: 5 June 2025

Bids will be evaluated on compliance with tender requirements and functionality as per table below:

Functionality Criteria	Maximum number of points
Company Experience	40
Experience and Qualifications of the Key Personnel	40
Locality	20
Maximum possible score for functionality (MS)	100
Bidders must obtain a minimum score of 70% to pass to the price and preference stage of evaluation. Bidders failing to meet the minimum score will not be evaluated further.	

Bidders shall take note of the following BID CONDITIONS:

1. Prices must be valid for at least ninety (90) days from the closing date.
2. Prices quoted must be firm and must, where applicable, be inclusive of VAT.
3. Ndlambe Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid.
4. A SARS tax reference number and PIN must be provided. Tax status will also be verified against the Central Supplier Database (CSD).
5. Evidence of registration of company on the Central Supplier Database must be provided (CSD "MAAA" number).
6. Bidders must complete the following forms, which are included in the returnable document:
 - o Declaration of Interest (**MBD4**).
 - o Declaration of Bidder's Past Supply Chain Management Practices (**MBD8**).
 - o Certificate of Independent Bid Determination (**MBD9**).
7. Bidders who wish to claim preferential points for Specific Goals in terms of the Preferential Procurement Policy of Council and the Preferential Procurement Regulations, 2022, must submit a completed form **MBD 6.1** (included in the returnable document) as well as a **certified copy** of the proof of B-BBEE status level of contribution as follows:
 - o In the case of an **Affidavit**, commissioned by a Commissioner of Oaths
 - o In the case of a **B-BBEE Certificate**, only a "true copy" stamp and signature.
8. A Municipal Billing Clearance Certificate which covers, if applicable, both the company and its directors, must accompany all bids (a declaration form is included in the returnable document).
9. It should be noted that the 80/20 preferential points system will be applied, 80 being for price and 20 for Specific Goals as defined in the Preferential Procurement Policy.
10. The award will be made in terms of the Municipality's Preferential Procurement and Supply Chain Management Policies.
11. In the case of a Joint Venture bidder, a memorandum of agreement indicating the level of involvement and responsibilities of each joint venture partner must be submitted. Individual partners are to comply and submit all relevant documents. Joint ventures are eligible to submit tenders provided that:
 - Every member of the joint venture is registered with the CIDB;
 - the lead partner has a contractor grading designation in the CE class of construction work, and
 - the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal or higher than a contractor grading designation determined in accordance with the sum tendered for a CE class of construction work or a value determined in accordance with Regulations 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.
 - Both parties to indicate each contribution to the project. Company 1 % Company% and the leading company to be indicated on the agreement.
12. Documents are to be completed in full and in accordance with the conditions and bid rules contained in the bid documents.
13. **A soft copy of the completed with returnable must accompany the hard copy document by means of a USB on submission of tender.**

To ensure that tenders are not exposed to invalidation, documents are to be completed in accordance with the conditions and bid rules contained in the bid documents.

The bid document may be **downloaded free of charge** from: <https://ndlambe.gov.za/web/tenders/>
Bids may only be submitted on the bid documentation issued by Ndlambe Municipality.

Late submitted, unmarked, faxed, falsified, incomplete or e-mailed proposals will not be considered and will be disqualified. Completed Tender documents, supporting documents and externally endorsed documents must be placed in a sealed envelope marked "**CONSTRUCTION OF STORMWATER IN BATHURST**" and delivered to: Municipal Offices, Supply Chain Management office, 44 Campbell Street, Port Alfred not later than 12h00 on **13th June 2025** Tenders will be opened at the Supply Chain Management Unit at 12h05 on the same day.

N.B. ENVELOPES NOT MARKED AS INDICATED ABOVE WILL NOT BE OPENED AND SUCH BIDS WILL, AS A RESULT, BE DISQUALIFIED

For further information contact Mrs. Vuyokazi Tshangana at 046-604 5595 - vtshangana@ndlambe.gov.za

NOTICE NUMBER: 131/2025
29 May 2025

ADV R DUMEZWENI
MUNICIPAL MANAGER

NOTICE BOARDS, WEBSITE AND TALK OF THE TOWN

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (January 2019) as published in Government Gazette No 42622, Board Notice 423 of 2019 on the 8th of August 2019 (See www.cidb.org.za).

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

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

Clause number	Tender Data
A.1.1	The employer is NDLAMBE MUNICIPALITY
A.1.2	<p>The Tender Documents issued by the Employer comprise the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data</p> <p>Part T2: Returnable documents T2.1 - List of returnable documents T2.2 - Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 – Performance Guarantee C1.4 – Adjudicator’s Contract</p> <p>Part C2: Pricing data C2.1 - Pricing Instructions C2.2 - Bill of Quantities</p> <p>Part C3: Scope of work C3 - Scope of work</p> <p>Part C4 : Site Information/Drawings C4 – Drawings</p> <p>PA – Health and Safety Specification PC – Labour Intensive Methods</p>

A.1.4	<p>During Tender stage all communication shall be through the Procurement Department for attention:</p> <p><u>SCM Manager</u> Name: Ms. S Mbenga-Smaile Address: PO Box 13, Port Alfred 6170</p> <p>Tel: 046 604 5671 E-mail: ssmaile@ndlambe.gov.za</p> <p><u>PMU Manager</u> Name: Mrs. Vuyokazi Tshangana Address: PO Box 13, Port Alfred 6170</p> <p>Tel: 046 604 5595 E-mail: vtshangana@ndlambe.gov.za</p>
A.2.1	<p>Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with CIDB Regulations are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB, 2. the lead partner has a contractor grading designation in the CE (Civil Engineering) class of construction work; not lower than one level below the required grading designation in the class of works of construction under consideration and possess the required recognition status. 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a requisite CIDB graded class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
A.2.1	<p>Not Applicable for this Bid</p> <p>The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:</p> <ol style="list-style-type: none"> a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 2CE, 3CE, 4CE and 5CE class of construction work; and b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria..... **

A.2.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to, and tenders will be received only from those tendering entities appearing on the attendance list.</p>
A.2.12	<p>Not Applicable for this Bid</p> <p>Main tender offers are not required to be submitted together with alternative tenders.</p>
A.2.12	<p>No alternative tender offers will be considered.</p>
A.2.12	<p>Not Applicable for this Bid</p> <p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs in confirming the acceptability of the detailed design.</p>
A.2.13. 3	<p>One original duly signed (by authorised representative) and completed bid document (hardcopy) MUST be submitted inclusive of the terms and conditions of this bid document with any attachments/annexures /returnable required for this Bid.</p> <p>A PDF soft copy of the duly signed and completed original bid (e.g., PDF format in Flash drive/disc) should be submitted with the Original duly signed and completed hardcopy bid document however non-submission of a soft copy will not result in the Bid being disqualified.</p> <p>Ndlambe Municipality will not be responsible if your bid is not submitted on time. All bid documents are to be completed in permanent black ink.</p> <p>No alterations of the Bid Document will be allowed.</p> <p>No correction fluid will be allowed. Corrections should be initialled.</p>

A.2.13.5	Valid originally firmly bound signed complete tender document (by authorized representative) must be placed in the Bid Box on or before the final date and time of submission.
A.2.15.1	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>a) Location of tender box:</p> <p style="padding-left: 40px;">Bid Reference Number: 26/2425</p> <p>Project Name: CONSTRUCTION OF STORMWATER IN BATHURST</p> <p style="padding-left: 40px;">Delivered at Physical Address: Ndlambe Municipality Supply Chain Management Offices 44 Campbell Street Port Alfred</p> <p>Bids/Tender offers must be submitted on or before the final date and time of submission of bids as indicated in the Tender Notice and invitation to Tender.</p> <p>It is the Bidders responsibility to ensure that all the documents are received on time. The bid box is open on weekdays between 08h00 and 16h30</p>
A.2.13.6 A.3.5	<p>Not Applicable for this Bid A two-envelope procedure is required.</p>
A.2.13.9	Telephonic, email, telegraphic, telex, email, or facsimile tender offers will not be accepted.
A.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
A.2.16	The tender offer validity period is 90 days.
A.2.18	<p>Not applicable to this bid</p> <p>The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour-Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements. Tenders to submit the associated names being part of the returnable documents. Failure to submit can result in the tender being eliminated.</p>
A.2.19	<p>Access shall be provided for the following inspections, tests, and analysis: The site is available for viewing the location of the works.</p>
A.2.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Contract Data/Contract of this procurement document.
A.2.22	<p>Not Applicable for this Bid Return all retained tender documents within 28 days after the expiry of the validity period.</p>

A.2.23	<p>The tenderer is required to submit with his tender: 1) Tax Compliance Bidders must ensure compliance with their tax obligations.</p> <p>In Bids where Consortia/Joint venture/Sub-Contractors are involved; each party must submit a separate proof of Tax Compliance Status.</p> <p>The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, 7 working days will be granted for remedy, failing which the bidder will be disqualified.</p>
A.3.1.1	<p>The Employer will respond to requests for clarification received up to 5 working days before the tenderclosing time.</p>
A.3.4	<p>Opening of the Bids The opening will be a PUBLIC OPENING, at SCM at 12h00.</p> <p>There will be no discussions with any Bidder/Interested Party that Submitted Proposals/ Bids until evaluations have been complete. Any subsequent discussions shall be at the discretion of Ndlambe Municipality.</p>
A.3.11.1	<p>The financial offer will be reduced to a comparative basis.</p>
A.3.11.2	<p>Not Applicable for this Bid The procedure for the evaluation of responsive tenders is Method 1.</p>

A.3.11.3 Evaluation Criteria

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations 2022 as applicable to provincial government business enterprises as listed under schedule 3(D) of the Public Finance Management Act and the Ndlambe Municipality Procurement Policy as amended from time to time.

The procedure for evaluation of tenders is as follows:

Stage 1	Mandatory Requirements: Service Providers are to meet all the Mandatory Requirements to be evaluated further. Failure to submit the Mandatory Requirements as required will result in the bid being disqualified.
Stage 2	Functionality: Involves an evaluation of Functionality only – At this stage Bidders must score a minimum score of 70% for functionality (services) to be evaluated for Stage 3 (Preferential procurement points).
Stage 3	Preferential Procurement points: Price: Points will be calculated for price on the relevant prices in accordance with the preference point system, 80/20.

Functionality Criteria	Maximum number of points
Company Experience	40
Experience and Qualifications of the Key Personnel	40
Locality	20
Maximum possible score for functionality (MS)	100
Bidders must obtain a minimum score of 70% to pass to the price and preference stage of evaluation. Bidders failing to meet the minimum score will not be evaluated further.	

A.3.11.3	<p>The evaluation criteria and maximum score in respect of each of the criteria are as follows: (Details on Functionality Evaluation are on T2.1)</p> <p>Functionality shall be scored by not less than three evaluators in accordance with the Functionality Criteria Evaluation below.</p> <p>The minimum percentage to be achieved for functionality is 70%.</p>
A.3.13	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) the tenderer is Tax Compliant <ul style="list-style-type: none"> ✓ tenderers must ensure compliance with their tax obligations. ✓ in Bids where Consortia/Joint venture/Sub-Contractors are involved; each party must submit a separate proof of Tax Compliance Status. ✓ the tenderer Tax status will be verified on the CSD prior to the bid award and where the preferred bidder is not compliant, 7 working days will be granted for remedy, failing which the bidder will be disqualified. b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation. c) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement. d) the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. e) the tenderer is able, in the opinion of the employer, to perform the contract free of conflicts. f) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. g) the tenderer can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise, and the personnel, to perform the contract. h) the tenderer has the legal capacity to enter the contract. i) the tenderer is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing; j) the tenderer complies with the legal requirements, if any, stated in the tender data;
A.3.17	<p>The number of paper copies of the signed contract to be provided by the employer is one (1).</p>

Part T2: Returnable documents

T2.1 - List of returnable
documents

T2.2 - Returnable schedules

2.1 STAGE 1 - MANDATORY LIST OF TENDER RETURNABLES

Service Providers are to meet all the Mandatory Tender Requirements in order to be evaluated further for Stage 1. Failure to submit the Mandatory Requirements as required will result in this bid being disqualified.

Description	Disqualification if not submitted with Bid Document or Bidder is found to be Non-Compliant at the Time of Bid Close	Mandatory Requirement for Award
<p>1. Bidders must be registered on the National Treasury Central Supplier Database (CSD). The following information will be verified on the National Treasury Central Supplier Database:</p> <ul style="list-style-type: none"> • Business Registration including details of directorship and membership, - The bidders' Business Registration Status will be verified on the CSD prior to the bid award and where the preferred bidder's status is under deregistration, 7 working days will be granted for remedy, failing which the bidder will be disqualified. • ID Number, • Government Employee • Tender Defaulting and Restriction Status. Should the Tender be a restricted supplier or a defaulting supplier they will be disqualified. <p><u>Onus on the Service Provider</u> Onus is on the Service Provider to make sure that all these are active and compliant on the CSD at the time of bid closing and tender award. Ndlambe Municipality will verify if the Service Provider has been registered on CSD. Service Provider to submit CSD Number as required in the Cover Page. It is the responsibility of the Service Provider to ensure that the correct CSD Number is provided.</p> <p>If Service Provider is not registered on CSD by the time of closing of the bid, they will not be considered for evaluation.</p>	<p>Yes</p>	<p>Yes</p>

2.	<p>Tax Compliance Requirements:</p> <ul style="list-style-type: none"> • Bidders must ensure compliance with their tax obligations. • The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, 7 working days will be granted for remedy, failing which the bidder will be disqualified. • In Bids where Consortia/Joint venture/sub-contractors are involved, each party must submit a separate proof of Tax Compliance Status Certificate/SARS Pin Number/CSD Number. 	No	Yes
3.	<p>CIDB Requirements:</p> <p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a suitably graded CE (Civil Engineering) class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB. 2. the lead partner has a contractor grading designation in the CE (Civil Engineering) class of construction work; not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status. 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CE class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. <p>Ndlambe Municipality will verify whether the Bidders have an active and valid CIDB registration as required above</p>	Yes	Yes 3CE or Higher
4.	Annexure C – Supplier Information		

	(Completed and Signed by the Delegated Authority) Attach Delegation of Authority	Yes	Yes
5.	Annexure G - (MBD 4): Bidders disclosure. (Completed and Signed by the Delegated Authority) Attach Delegation of Authority.	Yes	Yes
6.	Annexure H – (MBD 6.1.): Preferential Points Claim (Signed and Completed).	No	Yes
7.	<p>Declaration with regards to Company /Firm Location</p> <p>Attach a proof of address to claim points for the Eastern Cape base locality as the specific goal as advised in the tender / quotation qualifies the company/firm for the PPR of 2022 preference points claim.</p> <p>Failure to submit the declaration and proof of address for each JV /Consortium member may result in awarding of 0 (zero) points preference points under Eastern Cape Locality.</p> <p>This information will be verified from the FICA documents (Physical Address, Utility Bill, Telephone, Tax Clearance, lease agreement submitted by the bidder).</p> <p>Failure to submit the declaration and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality.</p>	No	Yes
8.	Annexure I: Statement of consent to data processing (Completed and Signed by the Delegated Authority) Attach Delegation of Authority.	No	No
9.	<p>Duly signed Letter of Authority MUST be submitted authorising the individual to sign on behalf of the bidder if:</p> <p>a) If there are more than one Owner/ Director / Shareholder / Member / Trustee etc. OR</p> <p>b) If there is only one Director / Shareholder / Member / Trustee / Owner etc. and they are not the one completing the bid document.</p> <p>Note: The Letter of Authority MUST be signed by all directors of the Bidder (or a signed Board Resolution authorising the signatory will be accepted).</p>	Yes	Yes
10.	ANNEXURE J (which includes local content annexure C): Declaration of Local Content (MBD 6.2) (Completed and Signed by the Delegated Authority) Attach Delegation of Authority	Yes	Yes

11.	Annexure L – C.1.1 Form of Offer and Acceptance Offer (Completed and Signed by the Delegated Authority) Attach Delegation of Authority.	Yes	Yes
12.	Priced Bills of Quantities completed in black ink.	Yes	Yes

The following will be applicable to Joint Ventures/Consortium		
Consortium/Joint Venture Agreement to enter in a Consortium / Joint Venture signed by all Consortium Members who are Duly Authorized.	Yes	Yes
Resolution of the Board of Directors to enter into a Consortium or Joint Venture from each member firm of the Consortium/Joint Venture for this Bid.	Yes	Yes
Letter of Authority of Signatory (individual) authorizing the Signatory to sign on behalf of the Consortium/JV. The Letter of Authority should be from each member firm and must be signed by all directors of each member firm (or Board Resolution will be accepted).	Yes	Yes
Declaration with regards to Company /Firm Location Attach a proof of address to claim points for the Eastern Cape base locality as the specific goal as advised in the tender / quotation qualifies the company/firm for the PPR of 2022 preference points claim. Failure to submit the declaration and proof of address for each JV /Consortium member may result in awarding of 0 (zero) points preference points under Eastern Cape Locality. This information will be verified from the FICA documents (Physical Address, Utility Bill, Telephone, Tax Clearance, lease agreement submitted by the bidder). Failure to submit the declaration and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality.	No	Yes
Annexure I – (MBD 6.1.): Preferential Points Claim (Signed and Completed). CSD report will be used to confirm other specific goals listed in Table 1 of the MBD 6.1 document. Failure to submit the preference points claim and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality.	No	No

KINDLY NOTE THAT, FAILURE TO SUBMIT THE REQUIRED MANDATORY DOCUMENTATION WITH THE BID WILL RESULT IN YOUR BID BEING DISQUALIFIED WITHOUT FURTHER CONSIDERATION.

Bidders shall take note of the following conditions:

1. The successful bidder will be required to submit a Letter of Good Standing from the Compensation Commission within 14 days after award and before the contract can be signed.
2. Performance Guarantee to be submitted within 14 days after award.
3. The Bid Validity period is 90 days.
4. An approved and project specific Health and Safety file within 14 days upon appointment.
5. A Proposed Project Execution Plan & Program to proceed with works with occupied buildings within 14 days upon appointment.
6. Submission of a Construction Works Insurance for all works upon appointment.
7. No correction fluid to be used and all errors to be initialled.
8. Tenderers to complete and sign annexures C, D and E even if they claim 100% of local content.

Queries relating to the issue of these documents may be addressed in writing to:

SCM Manager

Name: Ms S Mbenga-Smaile

Address: PO Box 13, Port Alfred 6170

Tel: 046 604 5671

E-mail: ssmaile@ndlambe.gov.za

PMU Manager

Name: Mrs Vuyokazi Tshangana

Address: PO Box 13, Port Alfred 6170

Tel: 046 604 5595

E-mail: vtshangana@ndlambe.gov.za

STAGE 2 - FUNCTIONALITY

Involves an evaluation of Functionality only – At this stage Bidders must score a minimum score of **70%** for functionality (services) to be evaluated for stage 3 (Preferential procurement points).

Bidder to note the following for Functionality Evaluation:

- 3.1.1. Adequate proof supporting the points claimed must be provided. (e.g. documents, agreements, qualifications, previous experience, certifications, etc.)
- 3.1.2. Failure to submit relevant information with supporting document and adequate proof may result in Ndlambe Municipality not being able to allocate points for the Evaluation Criteria outlined below.

Table 1: Functionality Evaluation Criteria – Stage 2

Functionality Criteria	Maximum number of points
Company Experience	40
Experience and Qualifications of the Key Personnel	40
Locality	20
Maximum possible score for functionality (MS)	100
Minimum score of 70% must be obtained by bidders to pass to the price and preference stage of evaluation. Bidders failing to meet the minimum score shall not be evaluated further.	

Table 1: Functionality Evaluation Criteria – Stage 2

EXPERIENCE (Read with Schedule T.2.2.2(a) requirements)	Allocated Points
Appointment letters and Completion Certificates to accompany the completed and signed reference letters included in the tender document, for concrete stormwater channels-related projects or concrete stormwater pipe installation	
4 or more acceptable reference letters	40
3 or less than 4 acceptable reference letters	30
2 or less than 3 acceptable reference letters	20
1 acceptable reference letters	10
No acceptable reference letters	0
<u>Document to be submitted for points allocation</u>	
The Bidder must demonstrate that they have the relevant experience in road works by submitting completed T.2.2.2 (a) reference forms or reference letters of completed Road Works (Read with Schedule T.2.2.2(a) requirements)	
Reference letter should indicate the following:	
<ul style="list-style-type: none"> • Signature of the client • Client Stamp 	
<ul style="list-style-type: none"> • Company name, contact person, contact details (telephone number and email address) 	
<ul style="list-style-type: none"> • Value of the project 	
<ul style="list-style-type: none"> • Description Works carried out 	
<ul style="list-style-type: none"> • Works have been completed on time /within the stipulated contract period 	
<ul style="list-style-type: none"> • Good or better quality of workmanship 	
<ul style="list-style-type: none"> • Assessment of the quality of work performed 	
<u>EXPERTISE (CV's & Certified Copies of Qualifications of Key Personnel to be included in Returnable)</u>	
Bidder must submit certificate of qualification (Built Environment) and CV's indicating experience gained	
Construction Supervisor (Site Agent)	
- NDip / TVET N6 with 10 years or more post graduate experience in road / earthworks and stormwater related civil projects.	20
- NDip / TVET N6 with 5 years but less than 10 years' post graduate experience in road/earthworks and stormwater related civil projects.	16
- NDip / TVET N6 with 3 years but less than 5 years post graduate experience in road/earthworks and stormwater related civil projects.	10
- NDip / TVET N6 with less than 3 years' post graduate experience in roads/earthworks and stormwater related civil projects.	0
Health and Safety Representative	
Less than 3 years experience as a Health and Safety Rep in construction.	20
(To qualify for the points above, bidder must submit a CV and a valid certificate/qualification as a safety rep.)	

LOCALITY	20
Within Ndlambe area of jurisdiction	
Within the Sarah Baartman District Municipality	20
Within the Eastern Cape	15
Outside the Eastern Cape	10
	5
TOTAL MAXIMUM ACHIEVABLE POINTS	100
MINIMUM POINTS REQUIRED	70

- a) Only bids that have achieved the minimum qualifying score for functionality will be evaluated further in terms of preferential procurement points (Stage 3).
- b) All bids that fail to achieve the minimum score will be disqualified.
- c) Only bids that have achieved the minimum qualifying score for functionality will be evaluated further in terms of preferential procurement points (Stage 3).
- d) All bids that fail to achieve the minimum score will be disqualified.

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) Detrimently 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.

Stage 3 – Preference Procurement Point - Evaluation Criteria

Preference points for this bid shall be awarded for price and the specific goal. The maximum points for this bid are allocated as follows:

CRITERIA	POINTS
Price	80
Specific Goals	20
TOTAL POINTS	100

- 3.1 Points awarded for price will be based on the 80/20 Preference point systems
- 3.2 The points scored by the tenderer/bidder for Price will be added to the points scored for Ndlambe Municipality specific goal to obtain the bidder's total points scored out of 100 points.
- 3.3 In the event that two or more bids have scored equal total points, the successful bid will be the one scoring the highest number of preference points for Ndlambe Municipality specific goal.
- 3.4 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for specific goal, the successful bid must be the one scoring the highest score for functionality.
- 3.5 Should two or more bidders/tenderers be equal in all respects; the award shall be decided by the drawing of lots.
- 3.6 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.7 Points scored will be rounded off to the nearest 2 decimal places.
- 3.8 **Price**
 - 3.8.1 The lowest acceptable bid will score 80 points for price.
 - 3.8.2 The following formula will be used to calculate the points out of 80 for price in respect of the bid/tender.

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$
 - 3.8.3 Preference points for price shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

DETAILS	80/20 PREFERENCE POINT SYSTEM
Rand value (competitive bids or quotations) all applicable taxes included.	<ul style="list-style-type: none"> • Equal and above R30 000 to R50 million, inclusive of all applicable taxes. Below R30 000 if and when considered to be appropriate
Formulae	$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p> Ps = Points scored for comparative price of bid / offer under consideration Pt = Comparative price of bid / offer under consideration Pmin = Comparative price of lowest acceptable bid / offer </p>

Annex A

Standard Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (January 2019) as published in Government Gazette No 42622, Board Notice 423 of 2019 on the 8th of August 2019 (See www.cidb.org.za).

A.1 General

A.1.1 Actions

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

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

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance, or loyalty which would in any way affect any decisions taken.

A.1.1.3 The employer shall not seek, and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

A.1.2 Tender Documents

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

A.1.3 Interpretation

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

A.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

A.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially.
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) in compatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration.
- c) **corrupt practice** means the offering, giving, receiving, or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process.
- d) **fraudulent practice** means the misrepresentation of the facts to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

A.1.4 Communication and employer's agent

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

A.1.5 Cancellation and Re-Invitation of Tenders

A.1.5.1 An 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 engineering and construction works specified in the invitation.
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

A.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

A.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

A.1.6 Procurement procedures

A.1.6.1 General

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

A.1.6.2 Competitive negotiation procedure

A.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of A.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of A.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

A.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of A.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

A.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

A.1.6.2.4 The contract shall be awarded in accordance with the provisions of A.3.11 and A.3.13 after tenderers have been requested to submit their best and final offer.

A.2 Tenderer's obligations

A.2.1 Eligibility

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

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

A.2.2 Cost of tendering

A.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

A.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

A.2.3 Check documents

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

A.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.

A.2.5 Reference documents

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

A.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.

A.2.7 Clarification meeting

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

A.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

A.2.9 Insurance

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

A.2.10 Pricing the tender offer

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

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

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

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

A.2.11 Alterations to documents

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

A.2.12 Alternative tender offers

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

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

A.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

A.2.13 Submitting a tender offer

Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

A.2.13.1 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

A.2.13.2 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

A.2.13.3 Sign (Signature by authorized personnel) the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

A.2.13.4 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

A.2.13.5 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

A.2.13.6 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

A.2.13.7 Accept that the employer will not assume any responsibility for the misplacement or

premature opening of the tender offer if the outer package is not sealed and marked as stated.

A.2.13.8 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

A.2.15 Closing time

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

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

A.2.16 Tender offer validity

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

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

A.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

A.2.17 Clarification of tender offer after submission

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

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

A.2.18 Provide other material

A.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided,

by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

A.2.19 Inspections, tests and analysis

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

A.2.20 Submit securities, bonds and policies

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

A.2.21 Check final draft

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

A.2.22 Return of other tender documents

If so, instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

A.2.23 Certificates

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

A.3 The employer's undertakings

A.3.1 Respond to requests from the tenderer

A.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

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

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

A.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before

the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

A.3.3 Return late tender offers

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

A.3.4 Opening of tender submissions N/A

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

A.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points Ndlambe Municipality specific goal and time for completion for the main tender offer only.

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

A.3.5 Two-envelope system

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

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

A.3.6 Non-disclosure

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

A.3.7 Grounds for rejection and disqualification

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

A.3.8 Test for responsiveness

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

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

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

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

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

A.3.9 Arithmetical errors, omissions and discrepancies

A.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

A.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with A.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.

A.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

A.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) 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.
- b) 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.

A.3.10 Clarification of a tender offer

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

A.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received.
- b) Determine whether or not tender offers are complete.
- c) Determine whether or not tender offers are responsive.

- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification.
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report.
- h) Confirm the recommendation contained in the tender evaluation report.

A.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

A.3.12 Insurance provided by the employer

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

A.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract.
- c) has the legal capacity to enter into the contract.
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

A.3.14 Prepare contract documents

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

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

A.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

A.3.15 Complete adjudicator's contract

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

A.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

A.3.17 Provide copies of the contracts

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

A.3.18 Provide written reasons for actions taken

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

ANNEXURE B

ADDITIONAL CONDITIONS OF TENDER OF NDLAMBE MUNICIPALITY

Where the CIDB standard condition of tender does not address the following, clauses on the Ndlambe Municipality standard conditions of tender, the Ndlambe Municipality Standard condition of tender will be additional.

1.1 Alteration or withdrawal of Proposals

Bidders may withdraw their proposal by written notification on or before the date Specified for the evaluation of Bids.

1.2 Alternative Bid

Alternative Bids will not be accepted.

1.3 Costs for preparation of Proposals/presentations

The costs incurred by Bidders in respect of the attendance of any briefing or presentation meetings if necessary or costs incurred in preparing any proposal will be borne by the Bidder and the Ndlambe Municipality shall in no way be liable to reimburse such costs incurred.

1.4 Ownership of Proposals and presentations

The Ndlambe Municipality shall on receipt of any proposal relating to this request and submitted in accordance with the procedure set out herein, shall become the owner thereof and the Ndlambe Municipality shall not be obliged to return any proposal.

1.5 Tax Clearance Certificate requirement

It is a condition of all bids inclusive of foreign bidders / individuals) that the South African taxes of the successful bidder must be in order.

The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidder is not compliant, **7 working days** will be granted for remedy, failing which the bidder will be disqualified.

In Bids where Consortia/Joint venture/Sub-Contractors are involved, each party will be verified separately for proof of Tax Compliance Status.

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

1.6 Confidentiality

The entire process of calling for Bids was initiated by the Ndlambe Municipality in terms of its procurement policy and is confidential. All deliberations in respect of the acceptability or otherwise of the proposals shall be conducted in closed sessions and members of the Evaluation and Procurement Committee and prospective service providers are bound to treat all discussions as highly confidential.

The service provider shall not divulge directly or indirectly to any other person than a person employed by Ndlambe Municipality, make copies or extracts of any of the information obtained during this assignment, while they may have access Ndlambe Municipality's trade secrets, confidential information which may include, specifications, plans, drawings, pattern, samples, written instructions, notes, memoranda, technical information, know-how or process or method or any other records of whatsoever nature without the written consent of Ndlambe Municipality and shall surrender all these items to Ndlambe Municipality on termination of the assignment or on demand of Ndlambe Municipality.

The service provider shall not be entitled to make use of the information whether for its own benefit or that of others, to make available or derive any profit from any of the information or knowledge specifically related to the business or affairs of Ndlambe Municipality.

Any document shall remain the property of Ndlambe Municipality and shall be returned (all copies) to Ndlambe Municipality on completion of the contract if so required by Ndlambe Municipality.

1.7 Inventions Patent and Copy-Rights

The service provider cedes, assigns and transfers to Ndlambe Municipality all rights, title and interest in and to any and all copyright in all works and inventions which relates to the business of Ndlambe Municipality (which includes, but is not limited to, methodologies and products) which arises within the course and scope of this services will be assigned to Ndlambe Municipality.

The Service Provider shall provide Ndlambe Municipality the sole and exclusive right to alter and adapt the work.

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

1.8 Ethics

Any attempt by an interested Bidder to obtain confidential information or enter into unlawful agreements with competitors or influence the various Ndlambe Municipality's Procurement Committee's or the Ndlambe Municipality during the process of examining, evaluating and comparing Bids/Proposals or Proposals will lead to the rejection of its bid/quotation/proposal in its entirety.

The Bidder must declare any business or other interests it has with the Ndlambe Municipality or any employee of the Ndlambe Municipality, as per the declaration of interest form annexed hereto marked in Section D; failing which the Bidder shall be automatically disqualified from further participation in the Bid or call for proposals. The disqualification will be applicable at any stage of the bidding and / or engagement process.

1.9 Competition

Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.

In general, the attention of bidders is drawn to Section 4(1) (b) (iii) of the Competition Act 1998 (Act No. 89 of 1998)(the Competition Act) that prohibits collusive bidding.

An agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder/s is / are or a contractor(s) was / were involved in collusive bidding.

If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make, they are encouraged to discuss their position with the competition authorities before submitting response.

Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

In this regard bidders are required to complete the Certificate of Independence Bid Determination, failing which the Bidder shall be automatically disqualified from further participation in the Bid or call for proposals. The disqualification will be applicable at any stage of the bidding and / or engagement process.

If a bidder (s) or contractor (s), based on reasonable grounds or evidence obtained by Ndlambe Municipality, has /have engaged in the restrictive practice referred to above, Ndlambe Municipality may refer the matter to the Competition Commission for investigation and possible imposition of an administrative penalty as contemplated in Section 59 of the Competition Act 89 of 1998.

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

1.10 Cancellation of Bid Process

The Ndlambe Municipality shall be entitled, within its sole and entire discretion, to cancel this Bid/Call for Proposals and/or Quotations at any time and shall notify the interested service providers accordingly. The Ndlambe Municipality shall in no way be liable for any damages whatsoever, including, without limitation, damages for loss of profit, in any way connected with the cancellation of this bid. The publication of the bid does not commit the Ndlambe Municipality to appoint any of the qualifying Bidders.

1.11 Interviews

In terms of the bid evaluation process short listed bidders may be interviewed. This will entail the bidder being invited to a venue as determined by the bid committee. All transport and accommodation costs incurred by the bidder will be for the bidders account and will not be reimbursed in any way. Failure to attend a scheduled interview will lead to immediate disqualification from the bid process. The Ndlambe Municipality reserves the right to appoint a bidder without conducting interviews.

1.12 Contract award

The successful bidder will be notified of the bid award in writing by the Procurement Department.

The acceptance of any proposal shall only be confirmed with the conclusion of a final written signed service level agreement or any other appropriate agreement between the Ndlambe Municipality and the successful Bidder, in terms of which the rights and duties of the parties are recorded, which agreement shall regulate the relationship between the Ndlambe Municipality and the Successful Bidder.

As a guideline regarding the content of the service level agreement, the bidder is referred to the **General Conditions of Contract for Construction Works, Third Edition (2015) (hereinafter referred to as the "GCC")**

Until such time that an appropriate agreement has been concluded in writing between the Ndlambe Municipality and the successful Bidder, no rights shall be conferred, nor shall any legitimate expectations be conferred to the successful Bidder to carry out the works or services provided for in this Bid.

The Ndlambe Municipality, the Accounting Officer and the Bid Committee (as the case may be) does not bind itself to accept either the lowest (price), highest (points) or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the Institution even if it implies a waiver by the Ndlambe Municipality, the Accounting Officer, or the Bid Committee, (as the case may be) of certain requirements which the Ndlambe Municipality, the Accounting Officer, the Bid Committee, (as the case may be) considers to be of minor importance and not complied with by the bidder.

The Ndlambe Municipality will not entertain any request of feedback before the final awarding of the contract.

1.13 Supplier Due Diligence

Ndlambe Municipality reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

1.14 Disclaimer

This Bid document has been prepared for the purpose of providing information to interested Bidders. The provision of any additional information about the organization to Bidders, are disclosed and will be made available to enable the prospective Bidders to submit comprehensive proposals.

Interested Bidders are accordingly required to conduct their own due diligence in respect of the Ndlambe Municipality and its business operations and the nature and scope of the services required.

T2.2. - Returnable schedules

T2.2.1 – Declarations

T2.3 – Functionality Evaluation Schedules

ANNEXURE C: SUPPLIER INFORMATION/COMPANY ENTERPRISE QUESTIONNAIRE

Note: Mandatory Requirement. Failure to complete and sign this document will result in the bid being nonresponsive.

Important Note: The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Legal Name of Bidder: (Same as CSD)	
Trading Name of Bidder: (Same as CSD)	
Registration Number (Same as CSD)	
Physical Address	
Postal Address	
Contact Person (of the JV if the Bidder is a JV)	
Title/Position in the Firm	
Mobile Number (of the JV if the Bidder is a JV)	
Bidder Telephone Number (of the JV if the Bidder is a JV)	
Facsimile Number	
Email Address of Contact Person (of the JV if the Bidder is a JV)	
Email Address of Bidder (of the JV if the Bidder is a JV)	
VAT Registration Number (Same as CSD)	

Central Supplier Database Number		MAAA	
CIDB Registration Number (CRS Number)			
Are the Accredited Representative in South Africa for the Goods/Services/Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes enclose Proof)	Are you a foreign based supplier for the Goods/Services/Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, answer the questionnaire Below)
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
Is the Entity a resident of the Republic of South Africa (RSA) Does the Entity have a branch in the RSA?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does the Entity have a permanent establishment in the RSA?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does the Entity have any source of income in the RSA?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
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 (SARS) and if not register			
<u>VERY IMPORTANT</u>			
Where a person within the Bidding Entity is an Employee of the State, Bidder should			
a. submit a signed letter on a letter head from their Accounting Officer/Accounting Authority (AO/AA of the Government Institution where they are employed) stating that they are not prohibited from conducting business with the State in terms of Section 8 of the Public Administration Management Act, 2012 (Act No.11 of 2014- "The PFMA")			
b. submit a signed letter on a letter from their AO/AA granting permission to perform other remunerative work outside of their employment where the PAMA does not apply to such an employee			
NDLAMBE MUNICIPALITY reserves the right to verify such information from their AO/AA			

SERVICE PROVIDER ACKNOWLEDGEMENT OF REQUEST AND TERMS AND CONDITIONS:

I(NAME) HEREBY ACCEPT THE TERMS OF THIS REQUEST FOR BID AND ACKNOWLEDGE THAT I AM APPROPRIATELY DELEGATED TO RESPOND ON BEHALF OF (ATTACH DELEGATION OF AUTHORITY)

.....

(NAME OF BIDDER).

Print Name

Date

Designation

Signature

Annexure D: Location		
1	Where is the Bidder's mainoffice?	
	Other offices:	



ANNEXURE G - MBD4

**APPLICATION FOR LISTING AS A NDLAMBE LOCAL MUNICIPALITY
SUPPLIER FOR THE PERIOD 01 MAY 2025 – 30 JUNE 2025**

THE APPLICATION MUST BE COMPLETED BY THE PROSPECTIVE SERVICE PROVIDER

NAME OF SUPPLIER:	
CENTRAL SUPPLIER DATABASE REGISTRATION NUMBER:	MAAA _____ <i>(Proof of CSD Registration to be attached)</i>
CONTACT NAME:	
EMAIL ADDRESS:	
CONTACT NUMBER:	

THE COMPLETED ORIGINAL DECLARATION OF INTEREST FORM MUST BE MAILED OR DELIVERED TO THE FOLLOWING ADDRESS, FOR THE ATTENTION OF THE SCM UNIT:

POSTAL ADDRESS

PO BOX 13
PORT ALFRED
6170

PHYSICAL ADDRESS

44 CAMPBELL STREET
PORT ALFRED
6170

ENQUIRIES:

TELEPHONE: (046) 604 5500

FOR OFFICIAL

CREDITOR NUMBER: _____

CSD NO. _____ DATE: _____



NDLAMBE LOCAL MUNICIPALITY
Port Alfred

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

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

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

3.10.1 If yes, furnish particulars.
.....
.....

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

3.11.1 If yes, furnish particulars
.....
.....

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

3.12.1 If yes, furnish particulars.
.....
.....

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

3.13.1 If yes, furnish particulars.
.....
.....

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

3.14.1 If yes, furnish particulars:
.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

NOTE:

1. SHOULD ADDITIONAL SPACE BE REQUIRED FOR ANY OF THE ABOVE REQUIRED INFORMATION, PLEASE COMPLETE (WITH REFERENCE) ON A SEPARATE PAGE/S.
2. THIS DECLARATION FORM AND CONTENTS WITHIN WILL BE VALID FROM DATE OF RECEIPT BY THE SCM UNIT TILL **30 JUNE 2025**.

IN THE EVENT THAT ANY INFORMATION CONTAINED IN THIS DECLARATION CHANGES DURING THE PERIOD FROM SUBMISSION TILL **30 JUNE 2025**, IT IS THE RESPONSIBILITY OF THE SUPPLIER TO SUBMIT AN UPDATED DECLARATION TO THE NDLAMBE LOCAL MUNICIPALITY. FAILURE TO DO SO, WILL RESULT IN THE INVALIDATION OF THE CONTENTS OF THIS DECLARATION AND THE MUNICIPALITY MAY INVOKE REMEDIES AS PER THE APPROVED SCM POLICY OF THE MUNICIPALIT

Causeway Road
P O Box 13
Port Alfred
6170



Phone: (046) 604 5500
Fax: (046) 604 2702
tenders@ndlambe.gov.za
<http://www.ndlambe.gov.za>

DECLARATION FOR PROCUREMENTS ABOVE R5 MILLION (VAT INCLUDED)

For all procurements expected to exceed R5 million (VAT included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing?

***YES/NO**

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

.....

2 Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?

***YES/NO**

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

2.2 If yes, provide particulars.

.....

.....

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

***YES/NO**

3.1 If yes, furnish particulars

.....

.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

***YES/NO**

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

Causeway Road
P O Box 13
Port Alfred
6170



Phone: (046) 604 5500
Fax: (046) 604 2702
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SPECIFIC GOALS PREFERENTIAL POINTS CLAIM FORM IN TERMS OF THE MUNICIPALITY'S PREFERENTIAL PROCUREMENT POLICY, 2023 AND THE PREFERENTIAL PROCUREMENT REGULATIONS OF 4 NOVEMBER 2022 (Gazette 47452)

This specific goals preferential points claim form is submitted with bids invited where the estimated procurement amount exceeds R30 000. It contains general information and serves as a claim form for points for **specific goals** as follows:

- Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution, and
- Bidder Locality

1. GENERAL CONDITIONS

- 1.1. The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2. Points shall be awarded for:
- 1.2.1. Price;
- 1.2.2. B-BBEE Status Level of Contributor (Specific Goal 1); and
- 1.2.3. Locality of bidder (Specific Goal 2)
- 1.3. The formulae and methodologies to be applied in calculating price and specific goal points shall be those as set out in the 2022 PPPFA Regulations (the Preferential Procurement Regulations made by the Minister on 4 November 2022) 4 to 7, which formulae and methodologies are subject to amendment by the Minister from time to time.
- 1.4. The maximum points for this bid are allocated as follows:

#	Component	Maximum Points – value up to R50 million	Maximum Points – value above R50 million
1	Price	80	90
2	B-BBEE Status Level of Contributor	10	5
3	Locality of bidder	10	5
	Total points	100	100

- 1.5. Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6. Failure on the part of a bidder to submit proof of locality with the bid, will be interpreted to mean that preference points for Bidder Locality are not claimed.
- 1.7. Ndlambe Local Municipality reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to specific goals, in any manner required by the municipality.

2. DEFINITIONS

- (a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad- Based Black Economic Empowerment Act;
- (b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) "prices" includes all applicable taxes less all unconditional discounts;
- (h) "proof of B-BBEE status level of contributor" means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (j) "specific goals" means specific goals as contemplated in Para 4 of Ndlambe Municipality's Preferential Procurement Policy.

3. BID DECLARATION – SPECIFIC GOALS

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

B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4

B-BBEE Status Level of Contributor: = _____ Points claimed = _____(see below)

B-BBEE Level	Points - value up to R50 million	Points - value above R50 million
1	10	5
2	5	2.5

N.B. B-BBEE Certificate or Affidavit to be attached.

3.2 Bidders who wish to claim Locality Points must complete the following:

Full physical address of bidder: _____

Bidder Locality	Points - value up to R50 million	Points - value above R50 million
Ndlambe LM	10	5
Eastern Cape	5	

N.B. a recent Municipal Billing Certificate (not dated earlier than three months before the bid closing date) to be attached.

4. DECLARATION WITH REGARD TO COMPANY/FIRM

4.1 Name of company/firm: _____

4.2 VAT registration number (if a VAT Vendor) _____

4.3 CSD (Central Supplier Database) number: MAAA _____

4.4 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

4.5 MUNICIPAL INFORMATION

Municipality where business is situated: _____

Registered Account Number: _____

Stand Number: _____

4.6 I/we, the undersigned, who is/are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor and Locality in paragraphs 1.4 and 3 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I/we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 3, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have -
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES
1.....
2.....

SIGNATURE(S) OF BIDDERS(S)	
DATE:
ADDRESS

NDLAMBE LOCAL MUNICIPALITY – MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT

Causeway Road P
O Box 13
Port Alfred 6170



Phone: (046) 604 5500
Fax: (046) 604 2702
tenders@ndlambe.gov.za
<http://www.ndlambe.gov.za>

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

Item	Question	Yes	No
4.1	<p>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?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>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.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	<p>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?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	<p>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?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

NDLAMBE LOCAL MUNICIPALITY – MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

Causeway Road
P O Box 13
Port Alfred
6170



Phone: (046) 604 5500
Fax: (046) 604 2702
tenders@ndlambe.gov.za
<http://www.ndlambe.gov.za>

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid- rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying 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 appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes 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 document 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 document 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	

By the duly authorised representative signing this agreement, 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 bid data and addenda thereto as listed in the bid schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder and the employer during this process of acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the bid 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.

Signed for the Ndlambe Municipality

Name of Representative	Capacity	Signature

Signed by Bidder:

Name of Representative	Capacity	Signature

ANNEXURE I: STATEMENT OF CONSENT TO DATA PROCESSING

In terms of the provisions of the Protection of Personal Information Act, 2013 (Act No. 4 of 2013)

1. I, _____ (full names of the **client/applicant**),
Identity number _____ (“**the applicant**”)
do hereby grant my consent to the Ndlambe Municipality and its appointed processor to process my personal data for the purpose of any or all of the undermentioned actions, being the legitimate reasons for processing and/or using my personal data.
2. I accept that my personal information will only be utilized for the purposes it was collected, that the information will only be retained for as long as is necessary and required by law, and that I have the right to view such information at any time, as well as requested correction or deletion of my personal information held by the Ndlambe Municipality.
3. I am aware that I may withdraw my consent at any time by using the relevant Data Subject Consent Withdrawal Form.
4. I herewith consent to the Ndlambe Municipality official / staff member / employee or agent collecting and having access to my personal information.
5. I expressly consent to the Ndlambe Municipality official / staff member / employee or agent to collect and process this information for the purpose of **considering my application for funding / leasing / employment alternatively for considering our bid document.**
6. I expressly consent to the Ndlambe Municipality or its official / staff member / employee or agent having access to my personal information contained in my application for lease, employment, funding, my bid document or any other administrative document required by the Ndlambe Municipality for processing.
7. I expressly consent to the Ndlambe Municipality or its official / staff member / employee or agent using my personal information to communicate with me in person / via telephone / email / video call / fax / WhatsApp / any form of social media.
8. I expressly consent that the Ndlambe Municipality or its official / staff member / employee or agent may discuss any of my personal information with any of its officials / staff members / employees or agents that may at any stage of my application be involved in considering same and forward any such information to any Ndlambe Municipality relevant committee or forum.
9. I expressly consent to the Ndlambe Municipality or its official / staff member / employee or agent **handing over any outstanding accounts to debt collection third parties (applicable to properties/development finance and business support unit).**
10. I expressly consent to the Ndlambe Municipality or its official / staff member / employee or agent handing over my personal information for purposes of verification of my credit profile or record, references or any purpose required in terms of the law.

SIGNATURE of the DELEGATED AUTHORITY		DATE	
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ANNEXURE J: MBD 6.2 – Declaration Certificate for Local Production and Content for Designated Sector

Note: Mandatory Requirement. Failure to complete and sign this document will result in the bid being nonresponsive

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

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

1. General Conditions

- 1.1 Ndlambe Municipality Supply Chain Management policy makes provision for the promotion of local production and content.
- 1.2 Ndlambe Municipality Supply Management Policy prescribes that in the case of designated sectors, tenders must be advertised with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3 Where necessary, for tenders referred to in paragraph 1.2 above, a three-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage functionality with a minimum threshold of 70% and third stage of price and specific goals.
- 1.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5 The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = 1 - [x / y] \times 100$$

Where:

- x imported content
y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1268:2011 is accessible on <http://www.thedti/industrialdevelopment/ip.jsp> at no cost.

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

1. Definitions

- 1.1 “**bid**” includes advertised competitive bids, written price quotations or proposals
- 1.2 “**bid price**” price offered by the bidder, excluding value added tax (VAT);
- 1.3 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 1.4 “**designated sector**” means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production,
- 1.5 where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 1.6 “**duly sign**” means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 1.7 “**imported content**” means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and
- 1.8 which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 1.9 “**Local content**” means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 1.10 “**Stipulated minimum threshold**” means that portion of local production and content as determined by the Department of Trade and Industry; and
- 1.11 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contractor in the execution part of a project in terms of the contract.

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

Table 1 (Refer to Annexure C for more details)

Designated Industries	Sector / Sub-sector	Minimum threshold for local content
Steel Products		100%
Cement (All classes)		100%

- 3. Does any portion of the services, works or goods offered have any imported content?
(Tick Applicable Box)**

YES	NO
-----	----

- 3.1** If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information are accessible on www.reservebank.co.za. Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

- 4. Where, after the award of a Bid, challenges are experienced in the meeting the stipulated Minimum threshold for local content, the DTI must be informed accordingly in order for the DTI to verify and consultation with the AO/AA provide directive in this regard.**

**LOCAL CONTENT DECLARATION BY THE CHIEF FINANCIAL OFFICER OR OTHER
LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF
EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY
(CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

IN RESPECT OF BID No. _____

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

NB

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

Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp

Bidders should first complete Declaration D After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C.

Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph C below.

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

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

The facts contained herein are within my own personal knowledge.

I have satisfied myself that

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

The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 and information contained in Declaration D and E which has been consolidated in Declaration C above:

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

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

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

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

NAME: _____

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

The below listed declarations are attached in the next three pages that follow;

- **Declaration C SATS 1286.2011**

- Local Content Declaration – Summary Schedule

- **Declaration D SATS 1286.2011**

- Imported Content Declaration – Supporting Schedule to declaration C

- **Declaration E SATS 1286.2011**

- Local Content Declaration _ - Supporting Schedule to declaration C

- Bidders should first complete annexure D, after completing annexure D, bidders should complete annexure E and then consolidate the information on annexure C.
- Annexure C should be submitted with the with the bid documentation on the closing date in order to substantiate the declaration made on annexure J.
- The successful bidder is required to continuously update annexures C, D and E with the actual for the duration of the contract.
- Bidders should obtain copies of certificates of trading the subject materials from manufactures/suppliers and attach them in the bid document in order to substantiate annexure J above.

T2.3 - Functionality Evaluation Schedules

SIMILAR PROJECTS COMPLETED SUCCESSFULLY WITH REFERENCE LETTERS

Note: Mandatory Returnable Schedule. Failure to submit as required will result in the bid being nonresponsive.

Bidders are required to provide a schedule of similar work in complexity that was successfully completed with contactable references as per the attached forms below.

OR

Submit a reference letter that indicates the following:

Signature of the Client

On Clients Letter Head or Client Stamp

Company Name, contact person, contact details (telephone number and email etc)

Value of the Project

Scope of works carried out

Works have been completed on time/within stipulated contract period

Reference No 1

Project title:	Project title: CONSTRUCTION OF STORMWATER IN BATHURST
Bid No:	_____

Sir/Madam,

We are in the process of evaluating _____ for the above project.

Tenderers Company Name

They have listed you as a reference. Please evaluate the contractor's performance on the criteria listed below by ticking the appropriate boxes. This form to be submitted with the bid. If you have any questions, please do not hesitate to contact us.

NAME OF EMPLOYER	NAME OF PROJECT	CONTRACT PERIOD	VALUE OF WORK

1. KNOWLEDGEABLE IN THE FIELD IN WHICH THIS BID RELATES TO

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

2. TIME PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

3. FINANCIAL PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

4. WAS THE WORKS COMPLETED SATISFACTORY?

YES / NO (please circle)

If no, please provide details below:

Project Manager/Principal Agent: _____ **Place company stamp below:**

Tel: _____

E-mail Address _____

Signature: _____ Date: _____

Reference No 2

Project title:	Project title: CONSTRUCTION OF STORMWATER IN BATHURST
Bid No:	_____

Sir/Madam,

We are in the process of evaluating _____ for the above project.

Tenderers Company Name

They have listed you as a reference. Please evaluate the contractor's performance on the criteria listed below by ticking the appropriate boxes. This form to be submitted with the bid. If you have any questions, please do not hesitate to contact us.

NAME OF EMPLOYER	NAME OF PROJECT	CONTRACT PERIOD	VALUE OF WORK

1. KNOWLEDGEABLE IN THE FIELD IN WHICH THIS BID RELATES TO

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

2. TIME PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

3. FINANCIAL PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

4. WAS THE WORKS COMPLETED SATISFACTORY?

YES / NO (please circle)

If no, please provide details below:

Project Manager/Principal Agent: _____ **Place company stamp below:**

Tel: _____

E-mail Address _____

Signature: _____ Date: _____

Reference No 3

Project title:	Project title: CONSTRUCTION OF STORMWATER IN BATHURST
Bid No:	_____

Sir/Madam,

We are in the process of evaluating _____ for the above project.

Tenderers Company Name

They have listed you as a reference. Please evaluate the contractor's performance on the criteria listed below by ticking the appropriate boxes. This form to be submitted with the bid. If you have any questions, please do not hesitate to contact us.

NAME OF EMPLOYER	NAME OF PROJECT	CONTRACT PERIOD	VALUE OF WORK

1. KNOWLEDGEABLE IN THE FIELD IN WHICH THIS BID RELATES TO

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

2. TIME PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

3. FINANCIAL PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

4. WAS THE WORKS COMPLETED SATISFACTORY?

YES / NO (please circle)

If no, please provide details below:

Project Manager/Principal Agent: _____ **Place company stamp below:**

Tel: _____

E-mail Address _____

Signature: _____ Date: _____

Reference No 4

Project title:	Project title: CONSTRUCTION OF STORMWATER IN BATHURST
Bid No:	_____

Sir/Madam,

We are in the process of evaluating _____ for the above project.

Tenderers Company Name

They have listed you as a reference. Please evaluate the contractor's performance on the criteria listed below by ticking the appropriate boxes. This form to be submitted with the bid. If you have any questions, please do not hesitate to contact us.

NAME OF EMPLOYER	NAME OF PROJECT	CONTRACT PERIOD	VALUE OF WORK

1. KNOWLEDGEABLE IN THE FIELD IN WHICH THIS BID RELATES TO

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

2. TIME PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

3. FINANCIAL PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

4. WAS THE WORKS COMPLETED SATISFACTORY?

YES / NO (please circle)

If no, please provide details below:

Project Manager/Principal Agent: _____ **Place company stamp below:**

Tel: _____

E-mail Address _____

Signature: _____ Date: _____

Reference No 5

Project title:	Project title: CONSTRUCTION OF STORMWATER IN BATHURST
Bid No:	_____

Sir/Madam,

We are in the process of evaluating _____ for the above project.

Tenderers Company Name

They have listed you as a reference. Please evaluate the contractor's performance on the criteria listed below by ticking the appropriate boxes. This form to be submitted with the bid. If you have any questions, please do not hesitate to contact us.

NAME OF EMPLOYER	NAME OF PROJECT	CONTRACT PERIOD	VALUE OF WORK

1. KNOWLEDGEABLE IN THE FIELD IN WHICH THIS BID RELATES TO

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

2. TIME PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

3. FINANCIAL PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

4. WAS THE WORKS COMPLETED SATISFACTORY?

YES / NO (please circle)

If no, please provide details below:

Project Manager/Principal Agent: _____ **Place company stamp below:**

Tel: _____

E-mail Address _____

Signature: _____ Date: _____

Project title:	Project title: CONSTRUCTION OF STORMWATER IN BATHURST
Bid No:	_____

Work Organization Program and Scheduling

Bidder to provide a Detailed Gantt Chart (Works Breakdown Structure Program) Showing:

- **Summary tasks**
- **Indicating a Critical Path**
- **Timelines within the project period**

Work organization program and scheduling to be attached here.

Key Personnel Qualifications

(Construction Manager)

Project title:	Project title: CONSTRUCTION OF STORMWATER IN BATHURST
Bid No:	_____

Attach documents & Certified Copies of Qualifications here

**Key Personnel Qualifications
(Construction Supervisor)**

Project title:	Project title: CONSTRUCTION OF STORMWATER IN BATHURST
Bid No:	_____

Attach documents & Certified Copies of Qualifications here

Key Personnel Qualifications

(Construction Health and Safety Officer)

Project title:	Project title: CONSTRUCTION OF STORMWATER IN BATHURST
Bid No:	_____

Attach documents & Certified Copies of Qualifications here

Key Personnel Qualifications

(Artisan)

Project title:	Project title: CONSTRUCTION OF STORMWATER IN BATHURST
Bid No:	_____

Attach documents & Certified Copies of Qualifications here

Key Personnel Qualifications

(Skilled Staff)

Project title:	Project title: CONSTRUCTION OF STORMWATER IN BATHURST
Bid No:	_____

Attach documents & Certified Copies of Qualifications here

Key Personnel Experience (Semi-Skilled Support Staff)

Project title:	Project title: CONSTRUCTION OF STORMWATER IN BATHURST
Bid No:	_____

Attach documents & Certified Copies of Qualifications here

Company Experience

Practical Completion Certificates (completed projects)

Project title:	Project title: CONSTRUCTION OF STORMWATER IN BATHURST
Bid No:	_____

Supply and Installation of related projects with similar scope of works and complexity will be considered forevaluation purposes.

Projects with no-related scope of works will score no points for functionality.

Attach documents here

Contactable References

Project title:	Project title: CONSTRUCTION OF STORMWATER IN BATHURST
Bid No:	_____

Attach document here

Note:

Mandatory Returnable Schedule. Failure to submit as required will result in the bid being non-responsive.

Project title:	Project title: CONSTRUCTION OF STORMWATER IN BATHURST
Bid No:	_____

Tenderer herewith confirms by signing below that he has read and understands the full scope of works and associated detailed specifications of this contract.

The client will not entertain any additional amount claimed due to a lack of understanding the full spectrum of the works.

Company Name:

.....

Tenderer Name

.....Signature.....Date.....

Company Authorised/

Accountable Person Name

.....Signature.....Date.....

Company Stamp:

CERTIFICATE FOR MUNICIPAL SERVICES

Causeway Road P
O Box 13
Port Alfred 6170



Phone: (046) 604 5500
Fax: (046) 604 2702
tenders@ndlambe.gov.za
<http://www.ndlambe.gov.za>

Information required in terms of Ndlambe Municipality's Supply Chain Management Policy, Para 14(5)(b):

Tender Reference or Description: Tender no.26/2425 Project title: CONSTRUCTION OF STORMWATER IN BATHURST Name of Bidder: _____

FURTHER DETAILS OF THE BIDDER/S: Proprietor/Director(s)/Partners, etc:

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender documents.

Name of Director/Member/ Partner	Identity Number	Physical residential address of Director/Member/ Partner	Municipal Account number(s)

I, _____, the undersigned,

(full name in block letters) certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or municipal entity in respect of which payment is overdue for more than 30 days.

Signature

THUS DONE AND SIGNED for and on behalf of the Bidder/Contractor

at _____ on the _____ day of _____

Please note:

Even if the requested information is not applicable to the Bidder, the table above should be endorsed NOT APPLICABLE and THIS DECLARATION MUST STILL BE SIGNED.

**AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED
TO THE NDLAMBE MUNICIPALITY**

Causeway Road
P O Box 13
Port Alfred
6170



Phone: (046) 604 5500
Fax: (046) 604 2702
tenders@ndlambe.gov.za
<http://www.ndlambe.gov.za>

To: THE MUNICIPALITY MANAGER, NDLAMBE MUNICIPALITY

From: _____
(Name of tenderer)

**RE: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE
NDLAMBE MUNICIPALITY**

The tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the Municipality Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the NDLAMBE MUNICIPALITY, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorises the NDLAMBE MUNICIPALITY to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
- c) confirms the information as set out in the tables below to give effect to b) above;
- d) The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (if the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

Physical Business address(es) of the tenderer	Municipal Account Number

If there is not enough space for all the names, please attach the information to **List of other documents attached by tenderer** schedule in the same format:

Name of Director / Member/Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

Signature
On behalf of the tenderer (duly authorised)

Date

NDLAMBE MUNICIPALITY



TENDER

Project title: CONSTRUCTION OF STORMWATER IN BATHURST

ADDITIONAL DOCUMENTATION

Attach further required documentation after this page
(refer also to Tender Invitation Notice and elsewhere in the Bid Documentation):

1. CSD REPORT
2. CIDB GRADING REPORT
3. TAX CLEARANCE CERTIFICATE/COPY OF TAX COMPLIANCE STATUS DOCUMENT (TCS)
MUST BE ATTACHED
4. ATTACH VALID B-BBEE CERTIFICATE/ OR LETTER FROM REGISTERED AUDITORS
5. MUNICIPAL ACCOUNT NOT OLDER THAN THREE MONTHS
6. PROOF OF JOINT VENTURE AGREEMENT (IF APPLICABLE)

BIDDER MUST ATTACH THE CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION SUMMARY REPORT

BIDDER MUST ATTACH CONFIRMATION OF THEIR CIDB GRADING

TAX CLEARANCE CERTIFICATE/COPY OF TAX COMPLIANCE STATUS DOCUMENT (TCS) MUST BE ATTACHED

ATTACH VALID B-BBEE CERTIFICATE/ OR LETTER FROM REGISTERED AUDITORS

THE BIDDING ENTITY AS WELL AS ALL ITS DIRECTORS MUST SUBMIT A MUNICIPAL ACCOUNT WHICH IS NOT MORE THAN THREE (3) MONTHS IN ARREARS

ATTACH PROOF OF JOINT VENTURE AGREEMENT

THE CONTRACT

Part C1: Agreements and Contract data

C1.1 - Form of Offer and
Acceptance

C1.2 - Contract Data

C1.3 - Form of Guarantee

C1.1 - Form of offer and acceptance

Annexure L:

C.1.1 FORM OF OFFER AND ACCEPTANCE OFFER

Note:

Mandatory Requirement. Failure to complete and sign this document will result in the bid being nonresponsive.

OFFER

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

PROJECT: Project title: CONSTRUCTION OF STORMWATER IN BATHURST

Bid No: _____

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

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

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

R..... (in figures)

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

Rand (in words)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender data, whereupon the tenderer becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or close corporation:

.....
..... And:
whose registration number is:

.....
..... And:
whose income tax reference number
is:

Trading under the name and style of:

<p>AND WHO IS:</p> <p>Represented herein, and who is duly authorized to do so, by:</p> <p>Mr/Mrs/Ms:</p> <p>.....</p> <p>.....</p> <p>In his/her capacity as:</p> <p>.....</p> <p>.....</p>	<p>Note:</p> <p>A resolution/power of attorney, signed by all the directors/ members/ partners of the legal entity must accompany this offer, authorizing the representative to make this offer.</p>
--	---

SIGNED FOR THE TENDERER:		

Name of Representative	Signature	Date
-------------------------------	------------------	-------------

SIGNED BY WITNESS:		

Name of Representative	Signature	Date
-------------------------------	------------------	-------------

The tenderer elects as its *domicillium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address)

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

Other contact details of the tenderer are:

Telephone no:

.....

Cellular phone no:

.....

Fax no:

.....

Postal address

.....

Banker:

.....

Branch:

.....

By signing this part of this form of offer and acceptance, Ndlambe Municipality accepts the bidder's offer. Acceptance of the bidder's offer shall form an agreement between the Ndlambe Municipality 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 the contract to be concluded.

- Agreements and Contract Data, (which includes this Agreement)
- Pricing data
- Scope of work.
- Site information and drawings and documents or parts thereof, which may be incorporated by reference into the volumes above.

Deviations from and amendments to the documents listed in the bid data and any addenda thereto as listed in the bid schedules as well as any changes to the terms of the offer agreed by the bidder and Ndlambe Municipality 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 agreed by 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 Ndlambe Municipality's Legal Department to arrange documentation to be provided in terms of the conditions of contract identified in the contract. 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 within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signed for the Ndlambe Municipality:

Name of representative	Capacity	Date
.....		
Address	Signature	

Witnessed by:

Name of witness	Signature	Date

C1.2 - Contract data

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works 3rd Edition (2015), published by the South African Institution of Civil Engineering, is applicable to this Contract and is incorporated herein by reference.

Copies of these Conditions of Contract may be obtained from the South African Institution of Civil Engineering, Tel. No. +27 11 805-5947 or www.saice.org.za.

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

The Contract Data and General Conditions of Contract shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency.

The following contract specific data are applicable to this Contract:

CONTRACT SPECIFIC DATA	
Clause	Data
1.1.1.13	The Defects Liability Period is: Twelve (12) calendar months measured from the date of the Certificate of Completion separately applicable to each phase.
1.1.1.14	The time for achieving Practical Completion from the Commencement Date for this project is: Mbundwini Road = 5 calendar months Mswela Road = 5 calendar months Park Road = 8 calendar months Broadway Road = 5 calendar months Alexandria Roads (Gladiola Street, Heuwel & Retief Street) = 8 calendar months
1.1.1.15	The name of the Employer is: Ndlambe Municipality
1.1.1.26	The Pricing Strategy is: Re-measurement Contract
1.1.1.35	The following additional definition applies:- “ 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 Employer’s Agent or delivered to the Contractor by the Employer’s Agent.

1.1.1.36	<p>The following additional definition applies:-</p> <p>Letter of Notification": Means the letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Bid Adjudication Committee sent to all tenderers.</p>
1.2.1.2	<p>Delivery of Notices The following two additional sub-clauses, covering alternative methods of communication, apply: -</p>
1.2.1.2.1	Sent by facsimile or any like communication irrespective of it being during office hours or otherwise.
1.2.1.2.2	Posted to the addressee for certified delivery by the postal Authorities
1.2.1.2	<p>The address of the Employer for receipt of communications is:</p> <p>Attention: _____</p> <p><u>Physical address:</u> Ndlambe Municipality Supply Chain Management Offices 44 Campbell Street Port Alfred 6170</p> <p>Tel : _____</p>
2.1.4	<p>The following additional clause applies:-</p> <p>"Without limiting the generality of the afore going, the Schedule of Rates and Prices shall include:</p> <p>The provision and use of all labour, plant, tools instruments, templates, materials, transport and all other appliances that may be required for satisfactorily protecting and efficiently carrying out the works without interruption or delay.</p> <p>The provision and housing of adequate staff and labour force and the provision of false work of every kind and description necessary for the due and proper performance of the Contract.</p> <p>The execution of the Works in orderly and progressive manner until it has been completed. Time being of the essence of the Contract the progressive development of the Works shall be arranged so that the time from the start to the finish of the construction of the said Works shall not exceed the time laid down in the Tender.</p> <p>The inclusion in the tendered rates for all and any of the general liabilities such as Establishment Charges, legal contingencies, regulations, risks or damage, Royalties and all other overhead charges.</p> <p>The submission of a tender shall be considered prima facie evidence that the Contractor has complied with the requirements of this clause and has satisfied himself as to all circumstances and local conditions which may influence or affect his Tender."</p>

2.4.3	<p>The following additional clause applies:-</p> <p>In the event of any discrepancy or conflict between any parts of the Contract Documents, the order of precedence shall be as follows :</p> <ol style="list-style-type: none"> 1. Project Specifications 2. Special Conditions of Contract 3. General Conditions of Contract 4. Conditions of Tender 5. Standardised/Particular Specifications 6. Contract Drawings 7. Schedule of Quantities 										
2.5.2	<p>The following additional clause applies: -</p> <p>The Employer may make direct payments to suppliers on behalf of the Contractor subject to the receipt of a specific request from the Contractor and subject to the following conditions:</p> <p>An original of the invoice together with a signed Cession Form is submitted together with a certificate approved by the Employer's Agent.</p> <p>The Contractor cedes, transfers and assigns all the rights, title and interest in and to the materials and goods to the total value of the invoice.</p> <p>The cession shall become effective as soon as payment is made by the Employer or on behalf of the Employer.</p> <p>The Contractor indemnifies the Employer against any loss or damage whatsoever to the said material and goods whilst they are in the Contractors possession and in transit to the site and until such time as they are safely and properly stored on the site, and the Contractor undertakes to effect adequate insurance against these risks. Such insurance shall be for the full value of the materials and goods and goods certified for payment and the insurance policy ceded in full to the Employer.</p>										
3.2.3	<p>The Employer's Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:</p> <table border="0" style="margin-left: 40px;"> <tr> <td style="padding-right: 20px;">Clause 3.3.1</td> <td>Nomination of Employer's Agent's Representative</td> </tr> <tr> <td>Clause 3.3.4</td> <td>Employer's Agent's authority to delegate</td> </tr> <tr> <td>Clause 5.8.1</td> <td>Non-working times</td> </tr> <tr> <td>Clause 5.11.1</td> <td>Suspension of the Works</td> </tr> <tr> <td>Clause 5.12.4</td> <td>Acceleration instead of extension of time</td> </tr> </table>	Clause 3.3.1	Nomination of Employer's Agent's Representative	Clause 3.3.4	Employer's Agent's authority to delegate	Clause 5.8.1	Non-working times	Clause 5.11.1	Suspension of the Works	Clause 5.12.4	Acceleration instead of extension of time
Clause 3.3.1	Nomination of Employer's Agent's Representative										
Clause 3.3.4	Employer's Agent's authority to delegate										
Clause 5.8.1	Non-working times										
Clause 5.11.1	Suspension of the Works										
Clause 5.12.4	Acceleration instead of extension of time										
3.2.5	<p>The following additional clause applies:-</p> <p>The onus rests with the Contractor to raise any item about which the Contractor may be uncertain, with the Employer's Agent's Representative. Any advice given to the Contractor by the Employer's Agent's Representative in response to matters so raised shall not be construed as instructions and shall be held to have been given without prejudice.</p>										

3.3.6	<p>The following additional clause applies:-</p> <p>The Employer or the Employer's Agent under delegated authority, reserves the right to obtain the services of consultants on any matter pertaining to this contract; the employment of such consultants forms no part of this contract; a consultant's advice and/or documentation is to be followed only if the Employer's Agent or the Employer's Agent's Representative so instructs.</p>
4.1	<p>All references to "design" are deemed to be deleted and the Contractor shall bear no liability in respect of the Projects design, other than the temporary works and items clearly indicated to design on drawings.</p>
4.3.3	<p>The following additional clause applies:-</p> <p>The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations promulgated thereunder.</p> <p>An agreement is included in the Contract Document (C1.1 of Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a Licenced Compensation Insurer) within fourteen (14) days after the Commencement Date. The Contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.</p>
4.4.1	<p>The total value of work executed by subcontractors shall be agreed on by the Client and awarded Bidder upon acceptance of appointment.</p>
5.3.1	<p>The documentation required before commencing with the Works execution are:</p> <ul style="list-style-type: none"> • Health and Safety Plan (Refer to Clause 4.3) • Initial programme (Refer to Clause 5.6) • Security (Refer to Clause 6.2) • Insurance (Refer to Clause 8.6.1.3) • Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)
5.3.2	<p>The time to submit the documentation required before commencement of the Works is:</p> <p>14 calendar days</p>
5.4.2	<p>Access and possession of site shall not be exclusive to the Contractor but will be shared by the Employers management / maintenance and operational staff on site.</p>
5.4.3	<p>The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site.</p>
5.1.1 & 5.8.1	<p>The non-working days are: Saturdays and Sundays.</p>

	<p>The special non-working days are:</p> <p>(1) All gazetted public holidays falling outside the year end break. (2) The year end break commencing on 15 December 2025 and ending on 02 January 2026 both days included.</p>
5.8.3	<p>The following additional clause shall apply:</p> <p>Should the Employer's Agent permit work outside of normal Employer working hours (viz Mondays to Fridays inclusive sunrise to sunset) and on Saturdays, Sundays or on any of the non-working days stated in the Appendix and if he deems the presence of the Employer's Agent's Representative or other duly authorised representative to be necessary, the Contractor will be liable for the cost of such supervision (calculated at a daily rate of 1/130 of the annual salary of such representative). Where the Employer's Agent has ordered such work, the salary of the representative will be to the account of the Employer.</p> <p>A minimum of 24 hours notification of intent to work outside normal working hours shall be regarded as sufficient notice as set out in 5.8.1"</p>
5.13.1	<p>The penalty for failing to complete the Works is: 5.75 cents per R100 of the project cost (excl. VAT) per calendar day</p>
5.14.1	<p>The requirements for achieving Practical Completion shall mean: the commissioning and full operation as listed in the scope of works.</p>
5.14.7	<p>Different dates to achieve Practical Completion will not be permitted.</p>
5.16.3	<p>The latent defect period is: Twelve (12) months.</p>
6.5.1.2.3:	<p>The percentage allowances to cover overhead charges for day work are as follows:</p> <ul style="list-style-type: none"> • 15% of the gross remuneration of workmen and foremen actually engaged in the day work; • 15% on the net cost of materials actually used <p>No allowance will be made for work done, or for materials and equipment for which day work rates have been quoted at tender stage.</p>
6.6.1	<p>The provisional sums stated in the Schedule of Quantities are net amounts covering the actual expenditure which the Employer may incur.</p>
6.7.6	<p>The following additional clause shall apply: The Works are measured in accordance with the current SANS 1200 and the standard system of measurement of Civil Engineering quantities for South Africa, published by the South African Institution of Civil Engineers. No claims arising from the method of measurement will be entertained.</p>
6.8.2	<p>Contract Price Adjustment: Is not applicable</p> <p>The value of certificates issued shall be adjusted in accordance with the Contract Price</p>

	<p>Adjustment Schedule with the following values:</p> <p>The value of $x = 0.15$</p> <p>The value of coefficients are: $a = 0.30$</p> <p>$b = 0.30$</p> <p>$c = 0.35$</p> <p>$d = 0.05$</p> <p>The province wherein the larger part of the Site is located is the Eastern Cape.</p> <p>The applicable industry for the Producer Price Index for materials is Civil Engineering.</p> <p>The area for the Producer Price Index for fuel is Inland.</p> <p>The base month is the month prior to tender closing.</p>
6.8.3	Price adjustment for variations in the cost of special materials are: Not allowed
6.10.1.5:	The % advance on materials not yet built into the Permanent Works is 80%. The percentage advance on Plant not yet supplied to site is not required.
6.10.3:	The limit of retention money on amounts due to the contractor is 10% and the limit on retention is 5% 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 .
8.6.1.1.3:	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is 20% of the Contract Sum.
8.6.1.3:	Public Liability: R20 Million per incident
10.5.3	The number of Adjudication Board Members to be appointed is: One .
10.7.1:	<p>Additional</p> <p>Disputes are to be settled in terms of paragraph 106 of the SCM Policy, which reads as follows:</p> <p>(1) The accounting officer must appoint an independent and impartial person, not directly involved in the supply chain management processes:</p> <p>(a) to assist in the resolution of disputes between the Municipality and other persons regarding:</p> <p>(i) any decisions or actions taken in the implementation of the supply chain management system; or</p> <p>(ii) any matter arising from a contract awarded in the course of the supply chain management system; or</p> <p>(b) To deal with objections, complaints or queries regarding any such decisions or actions or any matters arising from such contract.</p>

	<p>(2) The accounting officer, or another official designated by the accounting officer, is responsible for assisting the appointed person to perform his or her functions effectively.</p> <p>(3) The person appointed must:</p> <ul style="list-style-type: none">(a) strive to resolve promptly all disputes, objections, complaints or queries received; and(b) Submit monthly reports to the accounting officer on all disputes, objections, complaints or queries received, attended to or resolved. <p>(4) A dispute, objection, complaint or query may be referred to the provincial treasury if:</p> <ul style="list-style-type: none">(a) the dispute, objection, complaint or query is not resolved within 60 days; or(b) No response is forthcoming within 60 days. <p>(5) If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.</p> <p>(6) This section must not be read as affecting a person's rights to approach a court at any time.</p>
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The additional Conditions of Contract are:

Clause	Data
4.13	<p>Add new sub clause 4.13:</p> <p>Applicable labour laws</p> <p>The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No 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.</p> <p>1 Introduction</p> <p>1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.</p> <p>.2 In this document –</p> <ul style="list-style-type: none"> (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 SPWP; (c) “worker” means any person working in an elementary occupation on a SPWP; (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;
	<ul style="list-style-type: none"> (e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP; (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. <p>2 Terms of work</p> <p>2.1 Workers on a Special Public Works Programme (SPWP) are employed on a temporary basis.</p> <p>2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.</p> <p>2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.</p> <p>3 Normal hours of work</p> <p>3.1 An employer may not set tasks or hours of work that require a worker to work–</p> <ul style="list-style-type: none"> (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. <p>3.2 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.</p> <p>3.3 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.</p>

The additional Conditions of Contract are:

4 Meal breaks

- 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2 An employer and worker may agree on longer meal breaks.
- 4.3 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.
- 4.4 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.

5 Special conditions for security guards

- 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- 5.2 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.

6 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.

7 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").

8 Work on Sundays and public holidays

- 8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.
- 8.2 Work on Sundays is paid at the ordinary rate of pay.
- 8.3 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.
- 8.4 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.

9 Sick leave

- 9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- 9.2 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.
- 9.3 A worker may accumulate a maximum of twelve days sick leave in a year.
- 9.4 Accumulated sick leave may not be transferred from one contract to another contract.
- 9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 9.7 An employer must pay a worker sick pay on the worker's usual pay day.

The additional Conditions of Contract are:

- 9.8 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.⁸
- 9.9 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.
- 9.10 A worker is not entitled to be 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.

10 Maternity leave

- 10.1 A worker may take up to four consecutive month's unpaid maternity leave.
- 10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 10.4 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.

- 10.5 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.

- 10.6 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.
- 10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

11 Family responsibility leave

- 11.1 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

The additional Conditions of Contract are:	
	or sibling.
	<p>12 Statement of conditions</p> <p>12.1 An employer must give a worker a statement containing the following details at the start of employment:</p> <ul style="list-style-type: none"> (a) the employer's name and address and the name of the SPWP; (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 SPWP. <p>12.2 An employer must supply each worker with a copy of these conditions of employment.</p>
	<p>13 Keeping records</p> <p>13.1 Every employer must keep a written record of at least the following:</p> <ul style="list-style-type: none"> (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. <p>13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.</p>
	<p>14 Payment</p> <p>14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.</p> <p>14.2 A task-rated worker will only be paid for tasks that have been completed.</p> <p>14.3 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.</p> <p>14.4 A time-rated worker will be paid at the end of each month.</p> <p>14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.</p> <p>14.6 Payment in cash or by cheque must take place –</p> <ul style="list-style-type: none"> (a) at the workplace or at a place agreed to by the worker; (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. <p>14.7 An employer must give a worker the following information in writing:</p> <ul style="list-style-type: none"> (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. <p>14.8 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.</p>

The additional Conditions of Contract are:

14.9 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.

15 Deductions

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

15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

15.3 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.

15.4 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.

16 Health and safety

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

- (e) Report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

16.2 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 SPWP;
- (d) use any personal protective equipment or clothing issued by the employer;

17 Compensation for injuries and diseases

17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

17.2 A worker must report any work-related injury or occupational disease to their employer or manager.

17.3 The employer must report the accident or disease to the Compensation Commissioner.

17.4 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.

The additional Conditions of Contract are:

18 Termination

18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.

18.2 A worker will not receive severance pay on termination.

18.3 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.

18.4 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.

18.5 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.

19 Certificate of service

19.1 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 SPWP on which the worker worked;
- (d) the work performed by the worker;
- (e) any training received by the worker as part of the SPWP;
- (f) the period for which the worker worked on the SPWP;
- (g) Any other information agreed on by the employer and worker."

PART 2: DATA PROVIDED BY THE CONTRACTOR

The Contractor is advised to read the General Conditions of Contract for Construction Works, Third Edition, 2015 published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, in order to understand the implications of this data which is required to be completed.

Copies of these conditions of contract may be obtained from www.saice.org.za.

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

Clause	Data														
1.1.1.9	The name of the Contractor is:														
1.2.1.2	The address of the Contractor for receiving notices is: <u>Physical Address:</u> <u>Postal Address:</u> Telephone: Facsimile: E-mail:														
6.2.1	<table border="1"> <thead> <tr> <th data-bbox="380 1062 1135 1157">Type of Security</th> <th data-bbox="1135 1062 1469 1157">Contractor's Choice Indicate "Yes" or "No"</th> </tr> </thead> <tbody> <tr> <td data-bbox="380 1157 1135 1230">The security to be provided by the Contractor shall be one of the following:</td> <td data-bbox="1135 1157 1469 1230"></td> </tr> <tr> <td data-bbox="380 1230 1135 1272">Cash deposit of 10% of the Contract Sum, incl. VAT</td> <td data-bbox="1135 1230 1469 1272"></td> </tr> <tr> <td data-bbox="380 1272 1135 1346">Performance guarantee of 10% of the Contract Sum, incl. VAT</td> <td data-bbox="1135 1272 1469 1346"></td> </tr> <tr> <td data-bbox="380 1346 1135 1388">Retention of 10% of the value of the works.</td> <td data-bbox="1135 1346 1469 1388"></td> </tr> <tr> <td data-bbox="380 1388 1135 1461">Cash deposit of 5% of the Contract Sum plus retention of 5% of the value of the works.</td> <td data-bbox="1135 1388 1469 1461"></td> </tr> <tr> <td data-bbox="380 1461 1135 1535">Performance Guarantee of 5% of the Contract Sum plus a retention of 5% of the value of the works.</td> <td data-bbox="1135 1461 1469 1535"></td> </tr> </tbody> </table>	Type of Security	Contractor's Choice Indicate "Yes" or "No"	The security to be provided by the Contractor shall be one of the following:		Cash deposit of 10% of the Contract Sum, incl. VAT		Performance guarantee of 10% of the Contract Sum, incl. VAT		Retention of 10% of the value of the works.		Cash deposit of 5% of the Contract Sum plus retention of 5% of the value of the works.		Performance Guarantee of 5% of the Contract Sum plus a retention of 5% of the value of the works.	
Type of Security	Contractor's Choice Indicate "Yes" or "No"														
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Retention of 10% of the value of the works.															
Cash deposit of 5% of the Contract Sum plus retention of 5% of the value of the works.															
Performance Guarantee of 5% of the Contract Sum plus a retention of 5% of the value of the works.															
6.5.1.2.3	The percentage allowance to cover overhead charges is %														

C1.3 – Form of Guarantee

PERFORMANCE GUARANTEE

PRO FORMA

For use with the General Conditions of Contract for Construction Works, Third Edition (2015).

Contract No: _____

Project Name: Project title: CONSTRUCTION OF STORMWATER IN BATHURST

WHEREAS: Ndlambe Municipality
(hereinafter referred to as the Employer”)

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means

Physical address:

“Employer” means:

“Contractor” means:

“Guarantor” means:

“Employers Agent” means:.....

“Works” means:

“Site” means:

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

“Contract Sum” means: The accepted amount inclusive of tax of R

Amount in words:

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

Amount in words:

Type of Performance Guarantee: (Insert Variable or Fixed)

“Expiry Date” means: (Give date) or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

CONTRACT DETAILS

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

1. PERFORMANCE GUARANTEE

- 1.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 1.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of the issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.
- 1.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

2. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

- 2.1 The Guarantor hereby acknowledges that:

2.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be constructed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

2.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.

2.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon the receipt of the documents identified in 3.2.1 to 3.2.3:

2.2.1 A copy of the first written demand issued by the Employer to the Contractor stating that the payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment with seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;

2.2.2 A first writing demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;

2.2.3 A copy of the aforesaid payment certified which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.

2.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written

demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:

- 2.3.1 The Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or
- 2.3.2 A provisional or final sequestration or liquidation court order has been granted against the Contractor and that a Performance Guarantee is called up in terms of 3.3; and
- 2.3.3 The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 2.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.
- 2.5 Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit and expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor and resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment made by the Guarantor to the Employer until the date of refund.
- 2.6 Payment by the Guarantor in terms of 3.2 and 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 2.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 2.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 2.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 2.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 2.11 The performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.

2.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of and district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at:

Date:

Guarantor's signatory (1):

Capacity:

Guarantor's signatory (2):

Capacity:

Witness signatory (1):

Witness signatory (2):

PART.4 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT No. 85 OF 1993)

THIS AGREEMENT made between:

.....

(hereinafter referred to as "the Employer") of the one part, herein represented by:

.....

In his capacity as

AND:

(hereinafter referred to as "the Mandatory") of the other part, herein represented by:

.....

In his capacity as

And being duly authorised to act as Mandatory on behalf of the Contractor;

WHEREAS the Employer is desirous that certain works be constructed, viz (Contract No.)

(Title).....

and has accepted a bid by the Mandatory for the construction, completion and defects correction of such works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act No 85 of 1993.

NOW THEREFORE THIS DOCUMENT 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 Employers Agent 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 for Construction Works, Third Edition (2015) (hereinafter referred to as the "GCC").
 - b) The date of termination of the Contract in terms of Clauses 9.2 or clause 9.3 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 1995), 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 subcontractors.
4. In addition to the requirements of Clause 6.3 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
5. The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
6. The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1995 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
7. The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
 - a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.

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

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

Atfor and behalf of the Employer

on this the day of 20.....

SIGNATURE:.....

CAPACITY:.....

WITNESSES:

SIGNATURES: (1)

(2)

NAMES: (1)

(2).....

At for and behalf of the MANDATORY

on this the day of 20.....

SIGNATURE:

CAPACITY:

WITNESSES:

SIGNATURES: (1).....

(2).....

NAMES: (1)

(2).....

Part C2: Pricing data

C2.1 - Pricing instructions

C2.1 - Pricing instructions

C2.1.1 **PREAMBLE TO THE SCHEDULE OF PRICES**

- C2.1.1.1 **All** prices shall be quoted in the currency of the Republic of South Africa and will be held to be firm unless otherwise stated, in which case sufficient information must be afforded at the time of tendering to indicate the basis on which payment shall be adjusted.
- C2.1.1.2 The Tenderer shall enter a price against each item in the schedule of prices. If the Tenderer fails to enter a price against any item in the schedule of prices the relevant cost for such item shall be regarded as being covered by other prices in the schedule of prices. **Should an item specifically be excluded from the offer submitted, such tender will be regarded as non-responsive and not be considered.**
- C2.1.1.3 The prices quoted against each item of these schedules shall cover the full inclusive cost of everything required for the execution of the work under the item plus an apportionment of any cost involved in meeting the obligations and liabilities imposed by the conditions of contract and in complying with the specifications.
- C2.1.1.4 The prices quoted for the supply of plant and equipment shall include for all handling, loading, transporting and of-loading required for the delivery of the plant and equipment to the site, including in the case of of-site storage for double handling at the store.
- C2.1.1.5 The prices quoted for erection and installation shall include for all handling, loading, transporting and of- loading, to take plant and equipment to place on site where required, erection, installation, painting, commissioning, operating, testing, adjusting, handing over in proper working order and upholding for a period of 12 months, all as specified.
- C2.1.1.6 Any additional charges in connection with of-site storage which there may be over and above the prices quoted in the various sections of these schedules of prices shall be set out in detail by the Tenderer.
- C2.1.1.7 The tendered rates and amounts must exclude Value Added Tax (VAT) but must include all levies, other taxes and duties on items to which they apply. Separate provision has been made in the Tender Summary for the purpose of VAT.
- C2.1.1.8 Amounts allowed for contingencies will be spent in part or as a whole at the sole discretion of the Principal Agent.
- C2.1.1.9 Schedule of Prices shall be completed and signed in **black ink**. Corrections must be done by deleting, rewriting and initialling next to the amendment.
- C2.1.1.10 **The Bills of Quantities are not to be used for the purpose of ordering materials**

**C2.2 - Bill of
Quantities**

PROJECT NAME: CONSTRUCTION OF STORMWATER IN BATHURST						
Item No	Payment Clause	Short Description	Unit	Quantity	Median Rate	Amount R c
A1	SANS 1200 A	SECTION A: PRELIMINARY AND GENERAL Fixed-Charge and Value-Related Items:				
A1,1	PSA 8.3.1	Site Establishment	Sum	1		
A1.1	PSA 8.3.2					
A2	PSA 8,4	Time Related Items				
A2,1		Contractual Requirements	Month	3		
A3	PSA 8,9	Health and safety:				
A3,1		a) General safety obligations	Sum	1		
A3,2		c) Health and safety plan	Sum	1		
A3,3		- e) Medical assessment of employees	Sum	1		
A3,4		f) PPE	Sum	1		
A3,5		Safety Rep	Sum	1		
Carried Forward						R -

PROJECT NAME: PROPOSED STORMWATER CHANNEL IN BATHURST

Item No	Payment Clause	Short Description	Unit	Quantity	Median Rate	Amount R c
A	PSC	<p>SECTION B: STORMWATER DRAINAGE</p> <p>Site Clearance</p> <p>Clear and grub vegetation and trees (up to 2m girth) including any obstacles along channel route up to 2.5m strip</p>	m ²	2000		
B1.1	SANS1200 D 8.3.1.2`	<p>STORMWATER SIDE CHANNELS</p> <p>Remove Topsoil to nominal depth 150mm, stockpile and maintain</p>	m ²	760		
B1.2	SANS 1200DM 8.3.4a)	Cut to fill excavation to form berm along school fence	m ³	137		
B1.3	SANS1200D M 8.3.3 2)	Compaction of in-situ material underneath channel in 150mm layer to minimum 93% MOD AASHTO	m ³	68		
B1.4	SANS 1200DM 8.3.5	G7 compacted to 95% Mod AASHTO density in 150 mm layer from commercial sources as foundation to concrete channels item B1.4	m ³	100		

B1.5	PSA1.1	Cast in-situ 30Mpa concrete channel, per Drawing 2024-BATHURST-C 2000	m3	75		
B1.6	PSA1.2	Erosion Protection in cast in-situ channel, per Drawing 2024-BATHURST-C 2000	No.	1		
B1.7	PSA1.3	Construct complete concrete ramp at access gates, Per Drawing 2024-BATHURST-C 2000	No.	2		
B1.8	PSA1.4	Supply and laying of 250mm diameter	No.	150		
B2		Existing Stormwater Channel				
B2.1	PSA2.1	Cleaning of existing stormwater channels	m	500		
B2.2	PSA2.2	Break out damaged sections of existing stormwater channel and construct new stormwater channel as per Drawing 2024-BATHURST-C 2000	m	100		
B2.3	PSA2.3	Shape ground to drain towards existing stormwater channel as per Drawing 2024-BATHURST-C 2000	m	400		
B2.4	PSA2.4	Supply and delivery of laying of 250mm diameter concrete pipe and construction of inlet and outlets	m	150		
B3		Existing Gate				
B3.1	PSA3.1	Remove existing gate at Guard House to a new position and match existing school fence specification	Sum	1		

SUBTOTAL CARRIED FORWARD TO SUMMARY: SECTION B							R -	
PROJECT NAME: PROPOSED STORMWATER CHANNEL IN BATHURST								
SUMMARY								
SECTION	DESCRIPTION						AMOUNT	
Section A	Preliminary and General Items						R	-
Section B	Storm water Drainage						R	-
Section C	Contingency Amount 5%						R	-
Sub-Total 1						R	-	
Contingencies @ 5%						R	-	
Sub-Total 3						R	-	
VAT @ 15%						R	-	
Total to Form of Offer						R		

Part C3: Scope of Work

C3.1 - Scope of Works

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C3.1 – Scope of Works

PROJECT SPECIFICATIONS

STATUS

Should any requirement of the Project Specifications conflict with any requirement of the Standardised or Particular Specifications listed in clause PS10, the requirement of the Project Specification shall prevail.

PORTION 1: THE WORKS

PS1 DESCRIPTION OF THE WORKS

PS1.1 SCOPE

The work comprises road upgrades of internal streets and paved surface ways. The sites are located under the jurisdiction of Ndlambe Local Municipality in the Sarah Baartman district in the Eastern Cape Province, and the coordinates are as follows:

Coordinates of start and end points

Road Name	Estimated Length	Co-ordinates	
		Start Coordinates	End Coordinates
Mbundwini Road 1	470m	33°34'48.33"S, 26°52'37.54"E	33°34'48.16"S, 26°52'44.32"E
Mbundwini Road 2		33°34'46.25"S, 26°52'40.00"E	33°34'45.40"S, 26°52'48.24"E
Side Walks near Mbundwini Road	326m	33°34'48.16"S, 26°52'44.32"E	33°34'51.94"S, 26°52'35.70"E
Mswela Road	530m	33°34'46.21"S, 26°53'0.67"E	33°35'3.74"S, 26°53'9.16"E
Park Road	805m	33°35'30.95"S, 26°53'29.69"E	33°35'25.03"S, 26°53'58.42"E
Broadway Street	630	33°36'32.24"S, 26°52'42.30"E	33°36'13.79"S, 26°52'31.68"E
Gladiola Street	475m	33°38'46.65"S, 26°24'45.71"E	33°38'42.37"S, 26°25'0.86"E
Heuwel Street	100m	33°39'4.05"S, 26°24'40.86"E	33°39'4.76"S, 26°24'44.21"E
Retief Street	205m	33°39'7.98"S, 26°24'38.09"E	33°39'4.76"S, 26°24'44.21"E

1. Port Alfred – Mbundwini Road (Ward 7):

Existing tar surfacing has been damaged and will need to be removed and replaced with interlocking paving blocks as per the rest of the road that is to be upgraded from gravel to paved road. There is a provision to include pedestrian sidewalks of approximately 326m leading towards Dambuza Primary School.

The scope of work can be summarised as follows:

- Upgrading of the road to block paving and stormwater drainage system (v-drain)
- Road surface: Paving
- Base layer: 150mm G5
- Subbase layer: 150mm G7
- Road approx. width: 5m
- Concrete v-drain:

2. Port Alfred – Mswela Road (Ward 8&9):

This road is surfaced with asphalt that has degraded substantially and is covered in potholes. Existing tar surfacing has been damaged and will need to be removed and replaced with interlocking paving blocks. There is currently no stormwater infrastructure for this road which results in rapid surface runoff, localized ponding thus creating more potholes and damaging the underlying road layers. There are some existing services on this road in the form of sewer manholes and telecommunication cables.

The works entail the scope of works as summarised below:

- Rip and re-compact the existing asphalt surface and overlay with block paving and stormwater drainage system
- Road surface: Block paving over existing surface
- Road approx. width: 5m
- Base layer: 150mm G5
- Subbase layer: 150mm G7

3. Port Alfred – Park Road (Ward 10):

This road is surfaced with asphalt that has degraded substantially and is covered in potholes. Existing tar surfacing has been damaged and will need to be removed and replaced with interlocking paving blocks. There is currently no stormwater infrastructure for this road which results in rapid surface runoff, localized ponding towards Chainage 0 – 100m thus creating more potholes and damaging the underlying road layers. There are some existing services on this road in the form of sewer manholes and telecommunication cables.

The works entail the scope of works as summarised below:

- Rip and re-compact the existing asphalt surface and overlay with block paving and stormwater drainage system
- Upgrading of gravel road to block paving
- Construction of stormwater management systems
- Road surface: Block paving
- Base layer: 150mm G5
- Sub base layer: 150mm G7

4. Alexandria – Gladiola Street (Ward 1):

The existing gravel road measures an approximate length of 475m. The road will need to be upgraded to paved roadway. However, some property fence lines run very close to the road edge. There are some existing services in the form of sewer lines and waterlines; careful consideration of these will have to be kept in mind during construction.

The works entail the scope of works as summarised below:

- Upgrading of the gravel road to block paving and stormwater drainage system
- Road surface: Block paving
- Base layer: 150mm G5

- Subbase layer: 150mm G7
- Road approx. width: 6m
- Construction of stormwater management systems

5. Alexandria – Retief Street (Ward 1):

This road is surfaced with asphalt that has degraded substantially and is covered in potholes. Existing tar surfacing has been damaged and will need to be removed and replaced with interlocking paving blocks. There is currently no adequate stormwater infrastructure for this road which results in rapid surface runoff, localized ponding thus creating more potholes and damaging the underlying road layers. There are some existing services on this road in the form of sewer manholes and telecommunication cables.

The works entail the scope of works as summarised below:

- Upgrading of gravel road to block paving and stormwater drainage system
- Road surface: Block paving
- Base layer: 150mm G5
- Subbase layer: 150mm G7
- Road approx. width: 5.2m
- Construction of stormwater management systems

6. Alexandria – Heuwel Street (Ward 1):

This road is surfaced with asphalt that has degraded substantially and is covered in potholes. Existing tar surfacing has been damaged and will need to be removed and replaced with interlocking paving blocks. There is currently no adequate stormwater infrastructure for this road which results in rapid surface runoff, localized ponding thus creating more potholes and damaging the underlying road layers. There are some existing services on this road in the form of sewer manholes and telecommunication cables.

The works entail the scope of works as summarised below:

- Upgrading of gravel road to block paving and stormwater drainage system
- Road surface: Block paving
- Base layer: 150mm G5
- Subbase layer: 150mm G7
- Road approx. width: 5.2m
- Construction of stormwater management systems

7. Port Alfred – Broadway Street (Ward 10):

This road is surfaced with asphalt that has degraded substantially. Existing tar surfacing has been damaged and will need to be removed and replaced with interlocking paving blocks. There are some existing services on this road in the form of sewer manholes and telecommunication cables.

The works entail the scope of works as summarised below:

- Upgrading of gravel road to block paving and stormwater drainage system
- Road surface: Block paving
- Base layer: 150mm G5
- Subbase layer: 150mm G7
- Road approx. width: 5.2m
- Construction of stormwater management systems

Gravel will be sourced from Departmental borrow pits and commercial sources to be pointed out to the bidders. An approved grading analysis is required before Gravel material is hauled to site.

- Establishment and removal
- Carry out project in terms of the Expanded Public Works Program rules

- Sub-contract to Local Enterprises as specified
- Target Local Labour as specified
- Target Local Enterprises
- Defects Liability Period is 12 months
- Contract Period ranges between 5 - 8 calendar months

PS1.2 DESCRIPTION OF SITE AND ACCESS

Existing roads are accessible but have deteriorated due to weathering and constant traffic.

Stormwater drainage on all roads is poor and existing stormwater services are either clogged or overgrown with vegetation.

Existing roads are narrow at some instances and sighting distances are affected by overgrown bush.

Levels of existing roads do not tie up where existing asphalt road are/meet.

The table below describes the project location

Province	Eastern Cape
District Municipality	Sarah Baartman District Municipality
Local Municipality	Ndlambe Local Municipality

PS1.3 NATURE OF GROUND

The area is located in the Beaufort Sediments, with dolerite intrusions.

Trenching will be in soft, intermediate and hard material. Sheet rock will be encountered in places.

The above information is given in good faith and is approximate. Should the Contractor require further information in order to properly determine his rate, he shall have done so at his own expense and prior to submitting his tender. See Site Information for the Geotechnical Survey information.

PS1.4 DETAILS OF CONTRACT

The Contract shall comprise the supply of all management, labour, materials, workmanship, machinery, equipment, transport, attendance on others and everything stated or implied which is, or may be, necessary in and for the entire completion of all the following works:

Stormwater

Stormwater installation will comprise of:

- 450mm – 900mm diameter stormwater pipe culverts
- Concrete v-drains adjacent to road surface
- Stormwater kerb inlets
- Stormwater grid inlets

Layer works

- Sub-base – 150mm G7 from borrow pit (to conform to an approved Grading Analysis by the Engineer)
- Base course – 150mm G5 from borrow pit (to conform to an approved Grading Analysis by the Engineer)
- Rip and re-compaction of existing road layers where specified
- Chemical stabilisation of base layer where specified
- Sand layer (20mm) where paving is to be laid
- 80mm Interlocking paving road surface finish (to all roads)

Roadworks

- Fig 4 kerbing
- Fig 10 kerbing
- Transition kerbing
- Road signage where required

PS2 ENGINEERING

PS2.1 WORKS DESIGNED BY (PER DESIGN STAGE)

- (i) Concept, feasibility and overall process – Employer's Agent
- (ii) Basic Engineering and detail layouts to tender stage – Employer's Agent
- (iii) Final design to construction stage – Employer's Agent

- (a) Contractor to provide as-built information.

- 3) Complete the Tender Target Declaration form contained in Section 5 below; and
- 4) Complete the Supporting Contract Participation Goal Calculation contained in Section 6 below.

PS3.2.3 Variation to the Targeted Construction Procurement Specification SANS 1914-5

The variations to SANS 1914-5 are set out below. Should any requirements of the variations conflict with requirements of SANS 1914-5, the requirements of the variations shall prevail.

Requirements: Contract Participation Goal (3.1)

It must be clearly understood that the Participation Goal is a minimum and that the work shall be carried out in accordance with the Expanded Public Works Program principles and Particular Specification PC – Labour Intensive Methods, and that the goal may well be exceeded in compliance with this specification.

The Contractor is to report on persons employed in accordance with the prescribed format: (electronic) on a monthly basis with his progress payment.

PS3.2.4 Sanctions

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

$$P = \frac{0,05 \times (D - D_0) \times N_A}{100}$$

Where D = tendered Contract Participation Goal percentage
 D₀ = the Contract Participation Goal which the Employer's representative based on the credit passed, certifies as being achieved upon completion of the contract.
 Payments to labour shall be verified by means of appropriate transactional documentation.

N_A = Net Amount (Actual contract expenditure, excluding VAT)

P = Rand value of penalty payable

PS3.2.5 Tender Goal in Respect of Targeted Labour

I/We hereby tender a Contract Participation Goal of% (minimum 5%)

Supporting Targeted Labour (CPG) calculation

TYPE OF TARGETED LABOUR	WORKING HOURS	AVERAGE RATE	TOTAL WAGE COST
Permanent labour*			
Temporary labour			
SMME labour			
		TOTAL	
		Tender Net Amount (excl VAT, provisional sums, contingency and escalation)	
		% of Tender Sum	

*(from target area)

This form is included in Volume 1.

SIGNED ON BEHALF OF THE TENDERER:.....

PS3.3 TARGETED CONSTRUCTION: PARTICIPATION OF TARGETED ENTERPRISES (Refer SANS 1914-1: 2002)

PS3.3.1 Definitions

PS3.3.1.1 Targeted Enterprises and Targeted Sub-Contractors

Targeted enterprises (for material supplies and off-site service providers) are suppliers (as defined) or other service providers (meeting the definition of an enterprise) such as bed and breakfasts, transport companies, material suppliers etc. who have registered trading enterprises in the Ndlambe Local Municipal area.

Targeted sub-contractors are suppliers (as defined) who have a valid CIDB grading less than that of the main contract and who have a registered trading enterprise in the Sarah Baartman District Municipality, and who are registered on the Sarah Baartman District Municipality Data Base.

PS3.3.1.3 Target Area

For this project, the target area is defined as Ndlambe Local Municipality for material supplies and off-site service providers and the Sarah Baartman Municipal area in respect of construction sub-contractors.

The onus of proof of satisfying this requirement for all Targeted Partners lies with the Main Contractor. This onus shall be discharged on the production of official documentation which indicates that each Targeted Partner has a registered office in the Target Area as defined.

PS3.3.1.4 Contract Participation Targets

Contract participation is a process by which the employer implements Government's policies on Black Economic Empowerment and small contractor development. The employer sets targets for construction by specified entities that rand value for which is based on the goods, services and work undertaken by the specified entities and measured as a percentage of the Contractor's net amount (excluding VAT, contingency and escalation). The Contractor is obliged to commit to the targets set by the employer. For this contract the targets are as follows:

(i) Targeted Enterprises:

1. Minimum 2.5% of net amount in respect of material supplies and off-site service providers.
2. Minimum 30% of net amount in respect of construction subcontracts in the construction of the works.

And

Targeted sub-contractors used by any Joint Venture Partner or selected sub-contractor shall rank toward this goal provided they are from the Targeted Area and registered.

PS3.3.1.5 Contract Participation Goals (CPG's)

The Contractor is obliged to participate in the employer's commitment to achieving Government's empowerment objectives by itself committing to perform beyond on the relevant returnable schedules. Tenderers who commit to goals less than the targets set will cause their tenders to be declared unresponsive in terms of condition to tenders F.3.8 and F.2.1.

PS3.3.2 Conditions Associated with Achieving Goals

The tenderer, undertakes to:

- 1) Engage one or more targeted enterprises in accordance with the provisions of the SANS

1914-1 as varied in Section 3 hereunder;

- 2) Accept the sanctions set out in Section 3.3.4 below should such conditions be breached;
- 3) Complete the Tender Target Declaration form contained in PS3.3.5.

Accredited Registration

All targeted sub-contractors shall be registered with the CIDB and proof of valid registration, or proof of application to be registered, must be submitted at the time of tendering and be registered on the Sarah Baartman Municipality Data Base.

PS3.3.3 Variation to the Targeted Construction Procurement Specification SANS 1914-1

The variations to SANS 1914-1 are set out below. Should any requirements of the variations conflict with requirements of SANS 1914-1, the requirements of the variations shall prevail.

- i) Verification of Status (3.2.2)
Include the following with Form T2.1.6 for every targeted sub-contractor:
 - Affidavit from sub-contractor as per Annex C to Form T2.1.6
 - Valid CIDB certificate
 - Registration with Sarah Baartman District Municipality
 - Proof of being a local Sarah Baartman District Municipality Enterprise (eg. Recent services account)
- ii) Contract Participation Goal credits (3.3)
 - (b) 50% should read 100% for suppliers
 - (t) omit
- iii) Records (5.2) (b)

Add a schedule of actual payments made to the targeted sub-contractor including payment amount and date.

PS3.3.4 Sanctions

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

$$P = \frac{0,05 \times (D - D_o) \times N_A}{100}$$

Where

D = tendered Contract Participation Goal percentage

D_o = the Contract Participation Goal which the representative based on the credit passed, achieved upon completion of the contract. Payments to labour shall be verified by means of appropriate transactional documentation.

N_A = Net Amount (Actual contract expenditure, excluding VAT)

P = Rand value of penalty payable

Sanctions shall apply separately to each of the aspects i) and ii) contracted for in PS3.3.5 below.

PS3.3.5 Tender Goal in Respect of Targeted Enterprises

- i) I/We hereby tender a Contract Participation Goal of% (minimum 2.5%) in respect of material suppliers and off-site service providers.
- ii) I/We hereby tender a Contract Participation Goal of% (minimum 30%) in respect of construction sub contracts in the construction of the Works.

SIGNED ON BEHALF OF THE TENDERER:.....

PS3.4 EXPANDED PUBLIC WORKS PROGRAM AND LABOUR INTENSIVE WORKS

The project is being implemented as a labour intensive project under the “Expanded Public Works Programme.”

A project requiring a CIDB contractor grading designation of 6CE or higher shall have a site agent / manager with an NQF level 4, and team leader of NQF level 2.

On a project requiring a CIDB contractor grading of 6CE or less, the manager shall be registered on a skills program for NQF level 2 or higher. All the supervisory staff shall be registered on a skills program NQF2 or higher.

The relevant certificate shall be lodged with the Engineer prior to work commencing.

PS3.5 COMMUNITY LIAISON OFFICER (CLO)

The Contractor shall, in his dealings with the communities affected by the project, work with the Project Steering Committee (PSC) which has been elected by the ISD Consultant / Social Facilitator appointed by the Employer. The PSC shall comprise of 6 persons x R500.00 per month. The PSC acts as a communication structure between the project and the community. The process of appointing the Community Liaison Officer (CLO) is also facilitated by the Social Facilitator together with the PSC. The CLO acts as a link between the contractor and the labourers and the PSC, and attends to all labour related issues. The CLO facilitates labour recruitment through the PSC. The CLO and the Executive structure of the PSC (Chairperson, Vice-Chairperson and the Secretary) attend monthly project progress report meetings (site) besides the PSC meetings attended by the full PSC. The Contractor must include in his rates the costs of attending an average of one meeting each month. The CLO is appointed for the period of physical construction, plus a period of 14 days prior to this period. The Contractor will provide office and stationery to the CLO to be able to perform his or her duties.

The ISD Consultant shall prepare and facilitate the signing of the contract between the CLO and the Contractor. Remuneration of the CLO is R7 000.00 per month and will be adjusted annually for the period of employment as per gazetted rates and will change in accordance with change in rates from the Department of Labour.

A CLO who fails in the responsibilities he/she is given will be replaced following the procedures as stipulated in his or her contract with the Contractor.

Three CLO's required (One per town).

The Terms of reference for the CLO shall be provided by the ISD Consultant.

The CLO will liaise with the following people in performing these activities:-

Contractor:

- Organise and assist the Contractor in explaining to all workers the labour-based construction model.
- Ensure labourers understand their task and the principles behind task work.
- Ensure labourers are informed of their conditions of temporal employment.
- Attend all site meetings and briefing for work procedures.
- Keep written record of interviews and community liaison which should be summarised and included in the monthly progress reports.
- Collect monthly welfare reports and submit to social facilitators.
- Ensure that Contractor's workers are paid what is due to them and in time.
- Assist in the recruitment of labour.

- Promote and maintain sound relations with community stakeholders and other role players.
- Screen the supplied labour by the community through Project Steering Committees to ensure compliance with the agreed upon recruitment policy and the government's labour employment targets.
- Inform local labour about their conditions of temporary employment, to ensure their timeous availability and inform them timeously when they would be relieved, where the rotation of labour is applicable.
- Keep the labour register of labour and manage records of project local labourers and be able to Provide reports on employment statistics.
- Consult on all decisions regarding local problems and any matters of importance that, in any way will be of relevance to the Contract.
- To be on site on a daily basis.
- To register concerns / perceptions and raise them in the PSC meetings.
- Attend site and PSC meetings to present monthly report on the local community labour involvement and site matters.
- Identify possible labour dispute and any disciplinary matter and advise the site agent / foreman and assist in the resolution, where necessary must call for the assistance of the Social Consultant for the resolution of the conflicts.
- Assist the Contractor in preparing records of project employees. Assist the Contractor in making task measurements and the records thereof.
- Monitor the production of individual task workers and arrange replacement of those workers who fail to produce a reasonable task output.
- Attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- Communicate daily with the Contractor to determine additional labour requirements with regard to numbers and skills and pass this to the PSC.
- Attend weekly meetings with the Contractor and make a weekly written report which shall be a prerequisite to being paid.

Social Facilitators:

- Assist in convening of workshops.
- Disseminate information to PSC members.
- Articulate implementing agency policies to PSC members.
- Communicate labour requirements.
- Attend induction training programmes for workers and induct labourers.
- Submit monthly welfare reports to the social facilitators PSC.
- Communicate labour and skills requirements to the PSC.
- Assist in the recruitment and engagement of work force.
- Verify labour records and ensure all engaged qualify as per the Contract requirements.
- Investigate and report all labour dispute matters to the PSC, advise site agent on resolution.

PS3.6 CONDITIONS OF EMPLOYMENT OF LOCAL LABOUR

It is a requirement of this Contract that local labour is employed wherever possible, and that the Contractor limits the use of non-local employees to key personnel only. Local labour shall be given “on-the-job” training in the various skills required on this contract.

The minimum task rate will be in accordance with Government Notice: *R. 872 Basic Conditions of Employment Act (75/1997): Amendment of Sectoral Determination 2: Civil Engineering Sector*. A task is taken to be then amount of work which would be performed by a person working at an average pace through a work day of approximately 8 hours.

The PSC or its substructure, the Labour Desk, will co-ordinate the recruitment of labour from the community.

Employment shall be in accordance with the following conditions.

LABOUR INTENSIVE COMPONENT AND EMPLOYMENT OF LOCAL LABOUR AND USE OF LOCAL RESOURCES

This project is being implemented as a labour intensive project under the “Expanded Public Works Programme”.

Payment for the labour-intensive component of the works

Payment for works identified in the Scope of Work as being labour-intensive shall only be made if the works are constructed strictly in accordance with the provisions of the Labour Intensive Specification. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

PS4 CONSTRUCTION

PS4.1 WORKS SPECIFICATION

PORTION A

APPLICABLE COLTO STANDARDS

The latest edition as at date of tender of the following Standardised Specifications for Road and Bridge Works for State Road Authorities shall apply:

- 1200 - General Requirements
- 1300 - Contractor’s Establishment on site and General Obligations
- 1400 - Housing Offices and Laboratory for the Engineer’s site personnel
- 1500 - Accommodation of Traffic
- 1700 - Clearing and Grubbing
- 1800 - Dayworks
- 2100 - Drains
- 2300 - Concrete kerbing, concrete channelling and concrete lining for open drains
- 3300 - Earthworks and Pavement layers
- 3400 - Payment layers of Gravel material
- 3500 - Stabilisation
- 5600 - Ancillary Roadworks: Road signs
- 5900 - Finishing the road and road reserve and treating old roads
- 7300 - Concrete block paving for roads

PORTION B

In addition, the following Particular Specifications that are bound into this document shall apply:

- D - Environmental Management Specification
- E - Dayworks
- F - Health and Safety Specification
- G - Labour Intensive Methods

PS4.2 EXISTING SERVICES

PS4.2.1 Known Services

All above ground services, including manholes etc., are designated as known services.

Prior to construction the Contractor and Engineer shall consult the drawings and all Service Providers to ascertain the presence and position of all services.

PS4.2.2 Interruption of Local Activities

Where construction or associated activities are to interrupt any of the local activities, eg. breaking through stock fences, trenching through lands, interrupting water and/or other utility services, etc. the Contractor is to notify the responsible authority and the Engineer at least 14 days before the occurrence of such an event and are to abide by any conditions prescribed by such an authority or the Engineer.

Where individual properties are accessed, a sketch drawing showing the nature and extent of access and interference shall be prepared by the Contractor and signed by the occupant. Before and after photographs shall be taken.

PS4.2.3 Protection of Existing Works

The Contractor shall take all the necessary steps to ascertain the location of existing services before commencing any section of the Works and shall exercise the greatest care when working in the vicinity of such services. No more than three weeks and no less than one week before commencing his operations in any particular area, the Contractor shall request from the Engineer the latest available drawings showing the location of services already installed.

The Contractor shall take all necessary steps to protect any existing works whatsoever against damage which may arise as a result of his operations on Site. The Contractor shall bear the cost of location, protection and repair of damage to any service, the possible existence of which could reasonable have been ascertained by him in good time.

Where the Contractor is responsible for the cost of repairs carried out by a Service Authority, the Contractor will be billed directly by the Service Authority concerned.

PS4.2.4 Access to Properties

The Contractor shall organize the work in such a manner as to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work included in the Contract.

Written authority and conditions of occupation would have to be agreed with the local headman.

PS4.3 COURTESY

In all dealings with the public the Contractor shall bear in mind their right to enjoy the use of the roads and services and access to their properties and that the Employer desires to interfere as little as possible with these rights.

At all points of contact with the public the Contractor and his staff are requested to handle discussions and disputes with deliberate courtesy and understanding. To assist the Contractor in his dealings with the public, use should be made by him of the Community Liaison Officers (CLO's) on site. On occasions where the Contractor liaises directly with the public, the CLO should be informed of the outcome to be able to maintain a coherent picture of developments in the area.

PS4.4 DRAWINGS AND SPECIFICATIONS TO BE PROVIDED

As provided for in the General Conditions of Contract, the Contractor shall be entitled to receive free of charge, the following:-

- a) Three (3) paper copies of each drawing; and
- b) One (1) copy of the signed Contract Document.

PS4.5 CERTIFICATES OF PAYMENT

The statement to be submitted by the Contractor in terms of the General Conditions of Contract shall be prepared in accordance with the standard payment certificate prescribed by the Engineer and shall consist of at least three sets of A4-size copies or electronic as agreed.

The contractor shall supply with his monthly claim, employment details in the format prescribed.

All costs resulting from the preparation and submission of the statements shall be borne by the Contractor.

PS4.6 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 and methods. 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.

The working space restrictions are scheduled on the drawings.

PS4.7 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

If during the time for completion of the Works or any extension thereof, abnormal rainfall or wet conditions occur, the Contractor may submit a claim for an extension of time in accordance with Clause 10.1 of the General Conditions of Contract. If an extension of time is granted, then any standing time costs of construction machinery as a consequence of the abnormal rainfall shall be deemed to have been included in the Time related costs of the Schedule of Quantities.

The method whereby the amount of extension of time due to the effect of abnormal rainfall and the prevalence of wet conditions will be determined, is the actual number of days where delay occurs less the number of days n in the table below which represents the average delays which the Contractor should allow for in his programming and costing.

For a delay claim to be valid, the work so delayed would have to fall on the critical path.

Rainfall data for the project is:

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Nn (Days)	3.0	3.5	3.0	1.5	1.0	0.5	0.5	0.5	1.0	1.5	2.5	2.5

The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for part of a month shall be calculated using pro rata values of Nn.

PS4.8 EXCAVATION AND BACKFILL

Owing to labour intensive methods, the excavation and backfill of trenches are scheduled separately as per PSD – Labour Intensive Methods and the excavation methods are varied for trench excavation.

PS4.9 ACCOMMODATION OF TRAFFIC

The Contractor shall ensure the safe and expeditious passage of traffic at all times and shall provide all necessary temporary road traffic signs, barricades, flagmen, etc. to safeguard the travelling public. Any detours or by-passes constructed by the Contractor shall be adequately signposted, as per the South African Road Traffic Signs Manual, and maintained to provide safe and easy passage of traffic.

PS4.10 ACCESS ROAD

Access roads required by the Contractor for construction purposes are not scheduled separately and the Tenderer must make provision for these roads under other scheduled rates and items.

PS4.11 SITE FACILITIES AVAILABLE

PS4.11.1 Water Supply

The Contractor will have to make his own arrangements for the provision of potable water for human consumption and other uses and will enter into a consumer agreement with the local government should they obtain it from them. Water for construction purposes should be obtained from natural stream flow.

PS4.11.2 Power Supply

The Contractor will have to make his own arrangement for a temporary power supply to his camp, if so required, with Eskom.

PS4.11.3 Camp Sites

Arrangements can be made at the Contractor's discretion in-line with relevant stakeholder engagements on the location of the site camp(s). The Contractor may locate at other sites but must obtain and submit appropriate rental documentation. It will be indicated during the tender meeting and site inspection. – NDLAMBE TO CONFIRM

PS4.11.4 Telephone Facilities

The Contractor will have to make his own arrangements with this authority.

PS4.11.5 Rail Facilities

N/A

PS4.11.6 Housing

No housing is available for the Contractor's employees, and the Contractor shall make his own arrangements to house his permanent employees and to transport them to the site of the Works.

PS4.11.7 Crushed Stone

Crushed stone for concrete will have to be obtained from a commercial quarry operating from Port Alfred or similar approved.

PS4.11.8 Sand for Concrete

Must be obtained from commercial sources

PS4.12 SITE FACILITIES REQUIRED

PS4.12.1 Engineer's Office

Offices are required as per specification.

PS4.12.3 Engineer's Survey Equipment

None required.

PS5 MANAGEMENT

PS5.1 PROGRAMMING

The Contractor shall submit to the Engineer a detailed construction program within 14 days of the written instruction to commence work. The program shall be prepared on the basis that the works will be completed over a period not exceeding 8 months. The program shall be supported by bar chart and or critical path network and shall also reflect the projected cash flows.

Hard copy and electronic program updates in MS Project shall be submitted 3 days prior to the monthly site meeting.

The program shall distinguish between the various work packages and sites.

Each work package will show the various main activities and manufacturing lead times.

PS5.2 SEQUENCE OF WORKS

The sequence shall be in accordance with good practice.

PS5.3 METHOD STATEMENTS

Attention is drawn to the method statements required in terms of the **Environmental Management Plan**.

Other method statements will be required. See also PS 5.5.

PS5.4 SITE RECORDS

Site records will be required. The nature and extent will be agreed with the Engineer.

PS5.5 QUALITY CONTROL PLAN

The Contractor will be required to submit a Quality Control Plan and Procedures for approval by the Engineer for the manufacture of items under the construction methods and sequences.

The Employer or his agent will carry out inspections (e.g. welding and final release certificate inspection) from time to time on all items fabricated off-site.

To avoid delays the Contractor shall give the Engineer/Employer prompt notice of such inspections. Such notice shall not be less than 48 hours.

Approval by the Employer at any stage of fabrication is merely an authorization for the Contractor to proceed with the next stage of fabrication/installation and does not in any way relieve the Contractor of his contractual responsibilities.

The Contractor will be required to work in accordance with a Quality Control Plan where the following "Hold Points" will apply:-

The Road

- 1) Setting out
- 2) Bulk Earthworks
- 3) Varying material
- 4) Stormwater positioning
- 5) Foundation Works
- 6) Sub-grade levels
- 7) Sub-base levels
- 8) Wearing course
- 9) Sampling of material and compaction
- 10) Trimming of site

The Engineer/Clients representative shall inspect production of materials in off-site factories and appropriate access shall be arranged by the Contractor.

PS5.6 OCCUPATIONAL HEALTH AND SAFETY ACT 1993 (OHSA)

The client will appoint an agent in his stead to perform the client's duties in respect of the regulations.

The tenderer shall refer to the particular specification – F: Health and Safety.

The tenderer must allow, in the item provided under preliminary and general, for all costs relating to health in specification not covered in any of the rates tendered in the schedule of quantities.

PARTICULAR SPECIFICATIONS

PARTICULAR SPECIFICATIONS

In addition to the Standard Specifications and the Project Specifications, the following Particular Specifications shall apply to this contract and are bound in hereafter:

PART D: ENVIRONMENTAL MANAGEMENT SPECIFICATION

PART E: DAYWORK

PART F: OHSA 1993 SAFETY SPECIFICATION

PART G: LABOUR INTENSIVE METHODS

PARTICULAR SPECIFICATIONS

PART D: ENVIRONMENTAL MANAGEMENT SPECIFICATION

D.1 General

In order to ensure that the construction works is carried out in an environmentally sensitive matter, strict compliance to the Environmental Management Plan (EMP) guidelines is required. The purpose of the EMP is to:

- Encourage good management practices through planning and commitment to environmental issues,
- Provide rational and practical environmental guidelines to:
 - i. Minimise disturbance of the natural environment,
 - ii. Prevent pollution of land, air and water,
 - iii. Prevent soil erosion and facilitate re-vegetation.
- Adopt the best practicable means available to prevent or minimise adverse environmental impact,
- Develop waste management practices based on prevention, minimisation, recycling, treatment or disposal of wastes,
- Train employees and contractors with regard to environmental obligations.

D.2 Training and Induction of Employees

- The Contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes sub-contractors, casual labour, etc.). The CMP shall be part of the terms of reference for all contractors, sub-contractors and suppliers.

D.3 Complaints Register and Environmental Incident Book

Any complaints received by the project team from the public will be recorded. The complaint should be brought to the attention of the site manager, who will respond.

The following information must be recorded:

- Time, date and nature of the complaint,
- Type of communication (telephone, letter etc),
- Name, contact address and telephone number of the complainant,
- Response and investigation undertaken and
- Actions taken and by whom.

All complaints received will be investigated and a response given to the complainant within 14 days.

All environmental incidents occurring on the site will be recorded. The following information will be provided:

- Time, date, location and nature of the incident,
- Actions taken and by whom.

D.4 Site Cleanliness and Neatness

- Location of a construction camp is to be approved by the Engineer and is to be restored to its previous condition after completion of construction.
- The construction camp should preferably be fenced with a 1.8m bonnox fence or similar approved.
- All materials, equipment, plant and vehicles must be stored within the construction camp.
- A dedicated area must be made available for construction staff to change and store their personal belongings.

D.5 Access

- Access to existing roads, schools, buildings, shops and residential properties must not be impeded during construction.
- Access roads utilised by the Contractor must be maintained in good condition.

D.6 Borrow Pits

- Mining authorisations (permits) for borrow pits must be obtained from the Department of Minerals and Energy (DME) in consultation with the Department of Water Affairs and Forestry (DWAF).
- Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.
- Borrow pits must be rehabilitated after use in accordance with the requirements of DME and DWAF.

D.7 Dust Control / Air Quality

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential areas.
- The speed of construction vehicles must be reduced.

D.8 Fauna

- Contractor staff may not chase, catch or kill animals encountered during construction.

D.9 Fire Prevention and Control

- Smoking is prohibited in the vicinity of flammable substances.

- The contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where it is kept and how it is operated.
- Fires started for comfort (warmth) are prohibited, due to the risk of veld fires and risk to adjacent property owner's lands.

D.10 Grave Sites

- Gravesites in close proximity to the road must not be disturbed during construction.

D.11 Materials Handling and Spills Management

- Any hazardous materials to be used during construction (e.g. lime, fuel, paint, etc) are to be stored in a designated area at the campsite.
- The storage containers/facilities (including any diesel/petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental spillage does not pollute the environment.
- Workers must at all times be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks), and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.
- Ensure all staff and contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.
- Any spill of potentially hazardous materials must be cleaned up immediately (Potentially hazardous materials on site include paint, oil, grease, fuel, turpentine, etc).
- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).
- The contractor should keep Peat Sorb or a similar absorbent on site to clean up any spills. The absorbent must be stored in a designated area and be available for inspection.
- All spills are to be recorded in the environmental incident book.

D.12 Noise

- Noise generating activities must be restricted to between 07h00 and 17h00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- All equipment, vehicles and machinery must be in good working condition and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

D.13 Pollution Control

- Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous substances must be avoided.
- All construction vehicles are to be maintained in good working order so as to prevent soil or water pollution from oil, fuel or other leaks, and to reduce noise pollution.

D.14 Rivers and Streams

- During construction of bridge structures, there must be no obstruction of the water flow of rivers and streams.
- Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.
- Erosion control measures must be employed both during and after construction.
- No impediments to natural surface water flow, other than approved erosion control measures, must occur.

D.15 Safety

- Safety measures, such as detour signs, must be implemented during construction to ensure the safety of workers, pedestrians and drivers/passengers in vehicles in the vicinity of construction work.
- Special care must be taken in the vicinity of schools to ensure the safety of children wishing to cross the road under construction.
- The relevant signage (e.g. speed control signs) must be erected alongside the road during the operation phase in order to control traffic.
- Accommodation must be made for pedestrian pathways alongside the road during the construction and operation phases.

D.16 Soil Management

- Stormwater drainage pipes must be installed alongside the road in all areas susceptible to soil erosion.
- Erosion should be minimised by the construction of meadow drains and the planting of indigenous vegetation on the side slopes and drains to reduce flow velocity of stormwater.
- Spoil from cuts may be used in existing erosion galleys.
- Stone pitching and gabions should be constructed at pipe culvert outlets.
- Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.
- If necessary an absorbent such as Peat Sorb should be used the aid in cleaning up the spill. The contaminated soil should be disposed of in an appropriate container, depending on its classification.
- Servicing and re-fueling of vehicles must only be carried out at construction camp.

D.17 Worker Conduct

Code of Conduct for Construction Personnel:

- Do not leave the construction site untidy and strewn with rubbish which will attract animal pests.
- Do not set fires.

- Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.
- Do not drive a construction-related vehicle under the influence of alcohol.
- Do not exceed the national speed limits on public roads or exceed the recommended speed limits on the site.
- Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
- Do not litter along the roadsides, including both the public and private roads.
- Do not pollute any water bodies (whether flowing or not).
- No member of the construction team is allowed to enter the areas outside the construction site.

D.18 Traffic Disturbances and Diversions

- Any traffic diversions must be undertaken with the approval of all relevant authorities and in accordance with all relevant legislation.
- Wherever possible, traffic diversion must only take place on existing disturbed areas and remain within the existing road reserve.
- Traffic diversion routes must be rehabilitated after use.

D.19 Vegetation

- Only vegetation falling directly on the route must be removed where necessary.
- Alien vegetation within the road reserve must be eradicated, and management measures must be implemented for future control of these species.
- Vegetation that has been removed from large areas (e.g. on traffic diversion routes) during construction must be replaced with indigenous vegetation after construction has been completed.

D.20 Waste Management

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
 - The contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
 - No disposal, or leakage, of sewage must occur on or near the site.
 - All hazardous waste (e.g. oil, paint, empty lime bags, contaminated wash water, etc) must be stored in leak proof containers and disposed of at a registered hazardous waste disposal site.
 - The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
-
- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimise the occurrence of littering.
 - Concrete rubble must be collected and disposed of as directed by the Project Manager.
 - Each working area must be cleared of litter and building waste (e.g. rubble, wood, concrete packets etc) on completion of the day's work.
 - Any spill around the container(s) should be treated as per Section C11 and C16.

PART E: DAYWORKS

This part of the Project Specifications deals with the provision for Dayworks in the Schedule of Quantities. Rates for Dayworks shall be entered in Schedule D of the Schedule of Quantities in accordance with the following specifications.

E. 1 SCOPE

According to clause 37.2 of the general conditions of contract for construction works (GCC) 2004 edition, certain work may be carried out using rates tendered in the daywork schedule. A schedule of personnel, plant and equipment which may be necessary to perform work on a daywork basis is included in the schedule of quantities. The quantities used in the schedule are for tender evaluation purposes only and the use or not of these items shall not constitute a variation in terms of Clause 37 of the General Conditions of Contract 2015 third edition.

No work will be paid for as Dayworks without the written instruction or approval of the Engineer.

E. 2 TYPE OF WORK

The Engineer may order daywork in certain cases where it is necessary to vary or to extend the works due to new or unforeseen circumstances to such an extent that the tendered rates for specific items of work are no longer applicable, or where no suitable combination of tendered rates can be used to pay for such work.

As a general rule, applicable rates for additional work items will be agreed between the Contractor and the Engineer. Dayworks will only be used in exceptional circumstances.

E. 3 MATERIALS

Materials for use in works carried out under Daywork shall be purchased by the Contractor who shall also arrange for delivery to site, and shall be responsible for any other requirements associated with specific materials. A Provisional Sum has been allowed in Schedule D for Daywork materials. The Contractor shall enter a tendered percentage in the schedule to cover his handling costs and profit, as per other provisional and prime cost sums in this Contract.

Materials shall be paid for using the method described in the Pricing Data. No contract price adjustment will be applicable to materials.

The Contractor shall submit proof of ownership for any materials used in Dayworks with his dayworks claim to the Engineer. Further, if specific materials are required for Dayworks, quotations will be called for as per Clause 37.2.4 of the General Conditions of Contract 2015 third edition.

E. 4 CONSTRUCTION PLANT HIRE

Where daywork is ordered, the tendered rates for plant hire in Schedule D shall be used in calculating the payment due for any plant required to execute the daywork. If no rate is included in the schedule for a particular piece of equipment, and where no other rate or combination of rates would provide suitable compensation, then the daywork method of payment described in Clause 37.2.3 of the General Conditions of Contract 2015 third edition.

The tendered rates for each item of constructional plant shall include for all operating costs associated with the said item of plant. Such costs are deemed to include fuel, re-fuelling costs, lubrication and routine servicing / maintenance, breakdowns and spares, all overhead costs, site management costs and administration costs. The tendered rates shall also include the plant operator and the general supervision of the plant while it is engaged in the dayworks.

E. 5 SALARIES AND WAGES OF WORKMEN

The salaries and wages of workmen executing daywork shall be paid for using the tendered rates in Schedule D. The tendered rates shall include for all costs associated with the employment of personnel, including salaries, wages, allowances, workmen's compensation, medical aid and pension contributions, government levies and taxes, training costs and any costs associated with living on the site. The tendered rates shall also include for the transportation of the workmen to the site of the dayworks.

All overhead costs, administration costs, site management costs and the Contractor's profit are deemed to be covered by the Dayworks rates and no additions or mark ups will be made to the tendered rates.

The tendered rates shall also include any hand tools normally associated with the workmen's job description e.g. picks, shovels, hammers, saws, spirit levels, etc. The tendered rate for labourers shall also include for the casual supervision by a gang boss or foreman. Only when specifically called for by the Engineer, will payment be made for the use of a gang boss or foreman supervising on a continuous basis.

E. 6 MEASUREMENT AND PAYMENT

The following principles shall also apply to the measurement and payment of Dayworks.

The unit of measurement for plant shall be the number of vibroclock hours worked and each item of plant shall be fitted with a vibroclock, the cost of which shall be included in the rates. Excessive non-productive time when the engine is idling will not be paid for. Where there is ambiguity between the flywheel horsepower and mass of the machine, the flywheel horsepower shall govern the measurement category. Where width and mass are specified, mass shall govern the measurement category.

The Contractor's attention is drawn to the requirements of Sub-clauses 37.2.5 and 37.2.6 of the General Condition of Contract 2015 third edition with regard to the submission of Dayworks claims.

PART F: OHSA 1993 HEALTH AND SAFETY SPECIFICATION

F1. SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2003, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHSA Agreement in Section C1.2.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHSA 1993 and the Construction Regulations 2003.

This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2003, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- Deep excavations in soils requiring shoring or reducing of slopes
- Work with, on or near collapsible materials
- Blasting of hard rock or demolition of concrete
- Potentially harmful gasses when working with bituminous materials
- Movement of construction vehicles on site, taking into consideration steep slopes, other traffic and existing services
- Exposure to possible injuries due to mishandling or failure of power and hand tools
- Risks related to general safety and security on site

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessary covered in the above.

F2. DEFINITIONS

For the purpose of this contract the following shall apply:

- (a) **Employer**” where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as **client**” as defined in the Construction Regulations 2003. **Employer**” and **client**” is therefore interchangeable and shall be read in the context of the relevant document.
- (b) **Contractor**” wherever used in the contract documents and in this specification, shall have the same meaning as **Contractor**” as defined in the General Conditions of Contract.

In this specification the terms **principal contractor**” and **contractor**” are replaced with **Contractor**” and **subcontractor**” respectively.

For the purpose of this contract the **Contractor** will, in terms of OHSA 1993, be the mandatory, without derogating from his status as an employer in his own right.

- (c) “**Engineer**” where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

F3. TENDERS

The Contractor shall submit the following with his tender:

- (a) a documented Health and Safety Plan as stipulated in Regulation 5 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2003 and will be subject to approval by the Employer;
- (b) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2003;
- (c) a declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.
- (d) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

F4. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- (a) the demolition of structures and dismantling of fixed plant of height of 3,0m or more;
- (b) the use of explosives;
- (c) construction work that will exceed 30 days or 300 person-days;
- (d) excavation work deeper than 1,0m; or
- (e) working at a height greater than 3,0m above ground or landings.

The notification must be done in the form of the pro forma included under Section 9 (Forms to be Completed by Successful Tenderer) of the tender document.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

F5. RISK ASSESSMENT

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 7 of the Construction Regulations 2003).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a

documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

F6. APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

6.1 Health and Safety plan

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

6.2 Health and safety induction training

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

F.7 APPOINTMENT OF SAFETY PERSONNEL

7.1 Construction Supervisor

The Contractor shall appoint a full-time **Construction Supervisor** with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

7.2 Construction safety officer

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time **Construction Safety Officer** if so decided by the Inspector of the Department of Labour. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

7.3 Health and safety representatives

In terms of **Section 17 and 18 of the Act (OHSA 1993)** the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of

the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 100 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

7.4 Health and safety committee

In terms of Sections **17 and 18 of the Act (OHSA 1993)** the Contractor (as employer), shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

7.5 Competent persons

In accordance with the Construction Regulations the Contractor has to appoint in writing **competent persons** responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

- (a) Risk assessment and induction training as described in Regulation 7 of the Construction Regulations;
- (b) Fall protection as described in Regulation 8;
- (c) Formwork and support work as described in Regulation 10;
- (d) Excavation work as described in Regulation 11;
- (e) Demolition work as described in Regulation 12;
- (f) Scaffolding work as described in Regulation 14;
- (g) Suspended platform operations as described in Regulation 15;
- (h) Material hoists as described in Regulation 17;
- (i) Batch plant operations as described in Regulation 18;
- (j) Explosive powered tools as described in Regulation 19;
- (k) Cranes as described in Regulation 20;
- (l) Construction vehicle and mobile plant inspections on a daily basis by a
- (m) competent person as described in Regulation 21(1);
- (n) Control of all temporary electrical installation on the construction site as described in Regulation 22;
- (o) Stacking and storage on construction sites as described in Regulation 26; and

- (p) Inspections of fire equipment as described in Regulation 27.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with **all** requirements of the Construction Regulations.

F8. RECORDS AND REGISTERS

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

- (a) A copy of the OHSA 1993 Construction Regulations 2003;
- (b) A copy of this Health and Safety Specification;
- (c) A copy of the Contractor's Health and Safety Plan (Regulation 4);
- (d) A copy of the Notification of Construction Work (Regulation 3);

- (e) A health and safety file in terms of Regulation 5(7) with inputs by the Construction Safety Officer (Regulation 6(7));
- (f) A copy of the risk assessment described in Regulation 7;
- (g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 8;
- (h) Drawings pertaining to the design of structures (Regulation 9(3)) and formwork and support work structures (Regulation 10(d)) must be kept on site;
- (i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 11(3) (h));
- (j) A copy of the certificate of the system design for suspended platforms (Regulation 15(3));
- (k) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 7(5));
- (l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 17(8));
- (m) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 18(9));
- (n) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 19(2));
- (o) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 21(1) (j)).

F9. CONTRACTOR'S RESPONSIBILITIES

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the

duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2003.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2003, and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

(a) Contractor's position in relation to the Employer (Client) (Regulation 4)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

(b) The Principal Contractor and Contractor (Regulation 5)

The Contractor is in terms of the definition in Regulation 2(b) the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 5.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract.

In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2003.

(c) Supervision of construction work (Regulation 6)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 6 and as set out in paragraph 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 6.

(d) Risk assessment (Regulation 7)

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

(e) Fall protection (Regulation 8)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

(f) Structures (Regulation 9)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved

that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition the Contractor shall comply with all aspects of Regulation 9 of the Construction Regulations.

(g) Formwork and support work (Regulation 10)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 10 of the Construction Regulations shall be followed in every detail.

(h) Excavation work (Regulation 11)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site.

The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 11 of the Construction Regulations.

(i) Demolition work (Regulation 12)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 12 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

(j) Tunnelling (Regulation 13)

The Contractor shall comply with Regulation 13 wherever tunneling of any kind is involved.

(k) Scaffolding (Regulation 14)

The Contractor shall ensure that all the provisions of Regulation 14 of the Construction Regulations are complied with. [Note: Reference in the Regulations to “Section 44 of the Act” should read “Section 43 of the Act”].

(l) Suspended platforms (Regulation 15)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval.

The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all work related to suspended platforms are done in accordance with Regulation 15 of the Construction Regulations.

(m) Boatswain’s chains (Regulation 16)

Where boatswain’s chains are required on the construction site, the Contractor shall comply with Regulation 16.

(n) Material Hoists (Regulation 17)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 17 to the letter.

(o) Batch plants (Regulation 18)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 18. The Contractor shall ensure that the General Safety Regulations (Government Notice R1031 of 30 May 1986), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

(p) Explosive powered tools (Regulation 19)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 19 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

(q) Cranes (Regulation 20)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

(r) Construction vehicles And mobile plant (Regulation 21)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 21.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

(s) Electrical installation and machinery on construction sites (Regulation 22)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993).

Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 22.

(t) Use of temporary storage of flammable liquids on construction sites (Regulation 23)

The Contractor shall comply with the provisions of the General Safety Regulations (Government Notice R1031 of 30 May 1986) and all the provisions of Regulation 23 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(u) Water environments (Regulation 24)

Where construction work is done over or in close proximity to water, the provisions of Regulation 24 shall apply.

(v) Housekeeping on Construction sites (Regulation 25)

Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 25 of the Construction Regulations.

(w) Stacking and storage on construction sites (Regulation 26)

The provisions for the stacking of articles contained in the General Safety Regulations (Government Notice R1031 of 30 May 1986) as well as all the provisions Regulation 26 of the Construction Regulations shall apply.

(x) Fire precautions on construction sites (Regulation 27)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 27 of the Construction Regulations.

(y) Construction welfare facilities (Regulation 28)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (Government Notice R1593 of 12 August 1988) and the provisions of Regulation 28 of the Construction Regulations.

(z) Non-compliance with the Construction Regulations 2003

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 28 as listed in Regulation 30, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 30.

The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

F10. MEASUREMENT AND PAYMENT

10.1 Principles

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.

(a) Safety personnel

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses 7.1 to 7.5 shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

(b) Records and Registers

The keeping of health and safety-related records and registers as described in 8 is regarded as a normal duty of the Contractor for which no additional payment will be

considered, and which is deemed to be included in the Contractor's tendered rates and prices.

10.2 MEASUREMENT AND PAYMENT

Payment for the Contractor's obligations in respect of the Occupational Health and Safety Act and Construction Regulations shall be made through two payment items described below. The two payment items together shall include full compensation for all personnel (including a dedicated full time Construction Safety Officer), costs and incidentals in respect of compliance with and enforcement of the Health and Safety specifications, which shall include for the compilation, presentation, implementation and maintenance of the site Health and Safety Plan as contemplated in Regulation 5 of the Construction Regulations.

B13.03(d) Health and Safety Obligations

The amount will be paid in monthly installments only once:-

- (i) The Contractor has notified the Provincial Director of the Department of Labour in writing of the project.
- (ii) The Contractor has made the required initial Appointments of Employees and Sub-Contractors.
- (iii) The Client has approved the Contractor's Health and Safety Plan.
- (iv) The Contractor has set up his Health and Safety File.

ANNEXURE A (to H&S specification)

To: The Provincial Director, Department of Labour,

ANNEXURE A
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
Regulation 3 of the Construction Regulations, 2003

NOTIFICATION OF CONSTRUCTION WORK

- 1. (a) Name and postal address of principal contractor:
.....
- (b) Name and telephone number of principal contractor's contact person:
.....
- 2. Principal contractor's compensation registration number:
.....
- 3. (a) Name and postal address of client:
.....
- (b) Name and telephone number of client's contact person or agent:
.....
- 4. (a) Name and postal address of designer(s) for the project:
.....

(b) Name and telephone number of designer's contact person:

.....

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulations 6(1):

.....

6. Name/s of principal contractor's subordinate supervisors on site appointed in terms of regulation 6(2):

.....

7. Exact physical address of the construction site or site office:

.....

8. Nature of the construction work:

.....

.....

.....

9. Expected commencement date:

10. Expected completion date:.....

ANNEXURE A - Continued

11. Estimated maximum number of persons on the construction site:

.....

12. Planned number of contractors on the construction site accountable to principal contractor:

.....

13. Name(s) of contractors already chosen:

.....

.....

.....

.....
Principal Contractor

Date

.....
Client

Date

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR PRIOR TO COMMENCEMENT OF WORK ON SITE.
- ALL PRINCIPAL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

SCHEDULE B

RECORDS TO BE KEPT ON SITE

ITEM	CR	RECORD TO BE KEPT	RESPONSIBLE PERSON
1.	3(3)	Notification to Provincial Director – Schedule A Available on site	Principal Contractor
2.	4(3)	Copy of Principal Contractor's Health & Safety Plan Available on request	Client (Consultant)
3.	5(6)	Copy of Principal Contractor's Health & Safety Plan As well as each Contractor's Health & Safety Plan Available on request	Principal Contractor
4.	5(7)	Health & Safety File opened and kept on site (including all documentation-required i.t.o. OHS & Regulations Available on request	Contractor
5.	5(8)	Consolidated Health & Safety File handed to Client on completion of Construction work. To include all documentation required i.t.o. OHS & Regulations and records of all drawings, designs, materials used and similar information on the structure.	Principal Contractor
6.	5(9)	Comprehensive and Updated List of all Contractors on site, the agreements between the parties and the work being done Included in Health & Safety file and available on request	Principal Contractor
7.	6(7)	Keep record on the Health & safety File of the input by Construction Safety Officer [CR 6 (6)] at design stage or on the Health & Safety Plan	Contractor
8.	7(2)	Risk Assessment Available on site for inspection	Contractor
9.	7(9)	Proof of Health & Safety Induction Training	Every Employee on site
10.	8(3)	Construction Supervisor [CR 6 (1)] has latest updated version of Fall Protection Plan [CR 8 (1)]	Contractor
11.	9(2)(b)	Inform Contractor in writing of dangers and hazards relating to construction work	Designer of Structure
12.	9(3)	All drawings pertaining to the design of structure On site available for inspection	Contractor
13.	9(4)	Record of inspection of the structure [First 2 years – once every 6 months, thereafter yearly]	Owner of Structure
14.	9(5)	Maintenance records – safety of structure Available on request	Owner of Structure
15.	10(1)(d)	Drawings pertaining to the design of formwork/support work structure Kept on site, available on request	Contractor
16.	11(3)(h)	Record of excavation inspection On site available on request	Contractor
17.	15(11)	Suspended Platform inspection and performance test records Kept on site available on request	Contractor
ITEM	CR	RECORD TO BE KEPT	RESPONSIBLE PERSON
18.	17(8)(c)	Material Hoist daily inspection entered and signed in record book kept on the premises	Contractor
19.	17(8)(d)	Maintenance records for Material Hoist Available on site	Contractor
20.	18(9)	Records of Batch Plant maintenance and repairs On site available for inspection	Contractor

21.	19(2)(g)(ii)	Issuing and collection of cartridges and nails or studs (Explosive Powered Tools) recorded in register – recipient signed for receipt as well as return	Contractor
22.	21(1)(d)	Findings of daily inspections (prior to use) of Construction Vehicles and Mobile Plant	Contractor
23.	22(d)	Record of temporary electrical installation inspections [once a week] and electrical machinery [daily before use] in a register and kept on site	Contractor

SCHEDULE C

OCCUPATIONAL HEALTH AND SAFETY AUDIT SYSTEM

ADMINISTRATIVE & LEGAL REQUIREMENTS

Section/ Regulation	Subject	Requirements	Yes/No
Construction. Regulation 3	Notice of carrying out Construction work	Department of Labour notified Copy of Notice available on Site	
General Admin. Regulation 3	Copy of OH&S Act (Act 85 of 1993)	Updated copy of Act & Regulations on site Readily available for perusal by employees	
COID Act Section 80	Registration with Compens. Insurer	Written proof of registration / Letter of good standing available on Site	
Construction. Regulation 4 & 5(1)	OH&S Specification & Plan	OH&S Specification received from Client OH&S plan developed Updated regularly	
Section 8(2)(d) and Construction. Regulation 6	Hazard Identification & Risk Assessment	Hazard Identification carried out/Recorded Risk Assessment and Plan drawn up/Updated Risk Assessment Plan available on Site Employees/Subcontractors informed/trained	
Section 16(2)	Assigned duties (Managers)	Responsibility of complying with the OH&S Act assigned to other person/s by CEO.	
Construction. Regulation 5(2)	Designation of Person Responsible on Site	Competent person appointed in writing as Construction Supervisor	
Construction. Regulation 5(5)(a)	Designation of Subordinate Person	Competent person appointed in writing as Sub-ordinate Construction Supervisor	
Section 17 & 18	Designation of Occupational Health & Safety Representatives	More than 20 employees - one OH&S Representative, one additional OH&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified. Meaningful OH&S Rep. reports. Reports actioned by Management.	
Section 19 & 20	Occupational Health & Safety Committee/s	OH&S Committee/s established. Members appointed in writing. Meetings held monthly. Minutes kept. Actioned by Management.	
Section 37	Agreement with Mandataries (Subcontractors)	Written agreement with Subcontractors. List of Subcontractors displayed. Proof of Registration with Compensation Insurer/Letter of Good Standing Construction Work Supervisor designated Written arrangements concerning OH&S Reps & OH&S Committee Written arrangements regarding First Aid	
Construction. Regulation 8	Fall Prevention & Protection	Competent person appointed to draw up and supervise the Fall Protection Plan Proof of appointees competence available on Site	

Section/ Regulation	Subject	Requirements	Yes/No
		Risk Assessment carried out for work at heights Fall Protection Plan drawn up/updated Available on Site	
Construction. Regulation 8	Roofwork	Competent person appointed to plan & supervise Roof work. Proof of appointees competence available on Site Risk Assessment carried out Roofwork Plan drawn up/updated Roofwork inspect before each shift. Inspection register kept Employees medically examined for physical & psychological fitness. Written proof available	
Construction. Regulation 9	Structures	Information re. the structure being erected received from the Designer including: - geo-science technical report where relevant - the design loading of the structure - the methods & sequence of construction - anticipated dangers / hazards / special Measures to construct safely Risk Assessment carried out Method statement drawn up All above available on Site Structures inspected before each shift. Inspections register kept	
Construction. Regulation 14	Formwork & Support work	Competent person appointed in writing to supervise erection, maintenance, use and dismantling of Support & Formwork Design drawings available on site Risk Assessment carried out Support & Formwork inspected: - before use/inspection - before pouring of concrete - weekly whilst in place - before stripping/dismantling. Inspection register kept	
Construction. Regulation 11	Scaffolding	Competent persons appointed in writing to: - erect scaffolding (Scaffold Erector/s) - act as Scaffold Team Leaders - inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Written Proof of Competence of above appointees available on Site Copy of SABS 085 available on Site Risk Assessment carried out Inspected weekly/after bad weather. Inspection register/s kept	
Construction. Regulation 15	Suspended Scaffolding	Competent persons appointed in writing to: - erect Susp.scaffolding (Scaffold Erector/s) - act as Susp.Scaffold Team Leaders - inspect Susp.Scaffolding weekly and after	

Section/ Regulation	Subject	Requirements	Yes/No
		<p>inclement weather (Scaffold Inspector/s) Risk Assessment conducted Certificate of Authorization issued by a registered professional Engineer available on Site/copy forwarded to the Department of Labour The following inspections of the whole installation carried out by a competent person - after erection and before use - daily prior to use. Inspection register kept The following tests to be conducted by a competent person: - load test of whole installation and working parts every 12 months - hoisting ropes/hooks/load attaching devices quarterly. Tests log book kept Employees working on Susp.Scaffold medically examined for physical & psychological fitness. Written proof available</p>	
Construction. Regulation 11	Excavations	<p>Competent person/s appointed in writing to supervise and inspect excavation work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Inspected: - before every shift - after any blasting - after an unexpected fall of ground - after any substantial damage to the shoring - after rain. Inspections register kept Method statement developed where explosives will be/ are used</p>	
Construction. Regulation 12	Demolition Work	<p>Competent person/s appointed in writing to supervise and control Demolition work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Engineering survey and Method Statement available on Site Inspections to prevent premature collapse carried out by competent person before each shift. Inspection register kept</p>	
Construction. Regulation 17	Materials Hoist	<p>Competent person appointed in writing to inspect the Material Hoist Written Proof of Competence of above appointee available on Site. Materials Hoist to be inspected weekly by a competent person. Inspections register kept.</p>	
Construction. Regulation 19	Explosive Powered Tools	<p>Competent person appointed to control the issue of the Explosive Powered Tools & cartridges and the service, maintenance and cleaning. Register kept of above Empty cartridge cases/nails/fixing bolts</p>	

Section/ Regulation	Subject	Requirements	Yes/No
		returns recorded Cleaned daily after use	
Construction. Regulation 18	Batch Plants	Competent person appointed to control the operation of the Batch Plant and the service, maintenance and cleaning. Register kept of above Risk Assessment carried out Batch Plant to be inspected weekly by a competent person. Inspections register kept	
Construction. Regulation 13/ Mine Health & Safety Act (29 of 1996)	Tunnelling	Complying with Mines Health & Safety Act (29 of 1996) Risk Assessment carried out	
Construction. Regulation 20/ Driven Machinery Regulations 18 & 19	Cranes & Lifting Machines Equipment	Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment Written Proof of Competence of above appointee available on Site. Cranes & Lifting tackle identified/numbered Register kept for Lifting Tackle Log Book kept for each individual Crane Inspection: - All cranes - daily by operator - Tower Crane/s - after erection/6monthly - Other cranes - annually by comp. person - Lifting tackle(slings/ropes/chain slings etc.) - 3 monthly Risk Assessment carried out	
Construction. Regulation 22/Electrical Machinery Regulations 9 & 10/Electrical Installation Regulations	Inspection & Maintenance of Electrical Installation & Equipment (including portable electrical tools)	Competent person appointed in writing to inspect/test the installation and equipment. Written Proof of Competence of above appointee available on Site. Inspections: - Electrical Installation & equipment inspected after installation, after alterations and quarterly. Inspection Registers kept Portable electric tools and -lights and extension leads identified/numbered. Monthly visual inspection by User/Issuer/Store man. Register kept.	
Construction. Regulation 24 Diving Regulations	Water Environments	Competent person appointed in writing to supervise diving operations and ensure maintenance, statutory inspection and testing by an Approved Inspection Authority of equipment used Written Proof of Competence of above appointee available on Site Proof of registration of all divers present on site available Risk Assessment carried out Diving Manual produced. Available on Site Record of Voice Communications kept	

Section/ Regulation	Subject	Requirements	Yes/No
		Diving Operations record kept Each Diver keeps a personal logbook. Entries countersigned by the Diving Supervisor Decompression tables available on Site Records of any Decompression illness kept Certificate of Manufacture of any Compression Chamber or Diving Bell in use available on Site	
Construction. Regulation 30/ General Safety Regulation 26	Designation of Stacking & Storage Supervisor.	Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage Written Proof of Competence of above appointee available on Site	
Construction. Regulation 31/ Environmental Regulation 27	Designation of a Person to Co-ordinate Emergency Planning And Fire Protection	Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures Emergency Evacuation Plan developed: Drilled/Practiced Plan & Records of Drills/Practices available on Site Fire Risk Assessment carried out All Fire Extinguishing Equipment identified and on register. Inspected weekly. Inspection Register kept Serviced annually	
Construction. Regulation 32/ General Safety Regulation 3	First Aid	Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) First Aid freely available Equipment as per the list in the OH&S Act. One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) List of First Aiders and Certificates Name of person/s in charge of First Aid box/es displayed. Location of F/Aid box/es clearly indicated. Signs instructing employees to report all Injuries/illness including first aid injuries	
Construction. Regulation 33/ General Safety Regulation 2	Personal Safety Equipment (PSE)	PSE Risk Assessment carried out Items of PSE prescribed/use enforced Records of Issue kept Undertaking by Employee to use/wear PSE	
Construction. Regulation 34/ General Safety Regulation 9	*Inspection & Use of Welding/Flame Cutting Equipment	Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment Written Proof of Competence of above appointee available on Site Equipment identified/numbered and entered into a register Equipment inspected monthly. Inspection Register kept	

Section/ Regulation	Subject	Requirements	Yes/No
Construction. Regulation 35/ Hazardous Chemical Substances (HCS)	*Control of Storage & Usage of HCS	Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of HCS Written Proof of Competence of above appointee available on Site Risk Assessment carried out Register of HCS kept/used on Site	
Construction. Regulation 36/Vessels under Pressure Regulations	Vessels under Pressure (VUP)	Competent Person/s with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections & testing of VUP's Written Proof of Competence of above appointee available on Site Risk Assessment carried out Certificates of Manufacture available on Site Register of VUP's on Site Inspections & Testing by Approved Inspection Authority (AIA): after installation/re-erection or repairs every 36 months. Register/Log kept of inspections, tests. Modifications & repair	
Construction. Regulation 37	Construction Vehicles & Earth Moving Equipment	Operators/Drivers appointed to: Carry out a daily inspection prior to use Drive the vehicle/plant that he/she is competent to operate/drive Written Proof of Competence of above appointee available on Site Record of Daily inspections kept	
Construction. Regulation 38/ General Safety Regulation 13D	Inspection of Ladders	Competent person appointed in writing to inspect Ladders Ladders inspected at arrival on site and monthly there after. Inspections register kept	
Construction. Regulation 39/ General Safety regulation 13B	Ramps	Competent person appointed in writing to Supervise the erection & inspection of Ramps. Inspection register kept	

G – LABOUR INTENSIVE METHODS

G: EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

Background

EPWP is a national government programme aimed at creating work opportunities, reduce unemployment, promote economic activity and deliver quality service delivery to communities. National government then delegated the programme to the Department of Public Works to guide, implement and monitor in all Public Bodies (Government Departments, Municipalities, etc.)

The programme, because it deals with work, it is regulated amongst other legislations by:

- The Constitution of RSA
- BCEA Basic Conditions of Employment Act
- Public Works Ministerial Determination
- COIDA Compensation for Injuries & Diseases Act
- DORA Division of Revenues Act
- LRA Labour Relations Act
- IRA Intergovernmental Relations Act

Purpose

The main aim of the programme is to promote the implementation of projects that are labour intensive to generate high volumes of work opportunities in all four EPWP sectors:

- Infrastructural Sector,
- Environmental Sector,
- Social Sector and
- Non-State Sector

Principles

Basic principles of EPWP are:

- **Labour Intensive Methods** - Prioritising labour intensive methods at planning stage.
- **Targeted Employment** - Employment must be bias towards marginalised groups (Women, People With Disabilities and Youth).
- **Skill Development** - It is compulsory to make provision for either accredited and/or non-accredited training labour in your project budget EPWP Phase V Policy requires that all generated work opportunities must undergo training
- **Sustainability** - It is important that a Public Body should always engage in sustainable EPWP interventions. Always have EPWP reporting projects running throughout the financial year.
- **Transparency & Accountability** - Recruitment of labour must be done in a fair and transparent manner.

Training

Most projects are implemented through grants from national government and about 2% of all grants must be dedicated to training and skilling employees. Training can either be accredited or non-accredited and employees should be paid for days spent on training.

Certificates acquired during project training assist employees to seek formal employment elsewhere after the completion of the project or enables them to upgrade from unskilled/semi-skilled level of employment to skilled level in the following projects.

NDLAMBE EPWP PROCESS

Recruitment

Council resolved to recruit unemployed people and create a list of unemployed people in various communities within the jurisdiction of the Ndlambe Municipality, this list is created in fair, transparent and just manner which is accepted by everybody involved.

The above, means all labour will be recruited locally via the EPWP and Human Resource Department process, only unavailable skill can be imported however service providers are allowed to bring their own skilled labour.

EPWP Documentation

Service providers working within the municipality and on Municipal projects are required to submit correctly/completely filled and signed EPWP documentation.

This further suggests that all created Work Opportunities will be reported in the Municipal EPWP Report and Service Providers are urged to follow the process and submit EPWP reports within four days after payment.

It is important to note that continued non- reporting:

- will negatively affect the Municipal performance to the funders
- may delay the processing of payment certificates.

- | | | |
|-------------------------------|-------|--|
| 1. EPWP SERVICE CONTRACTS | | Once-off submission |
| 2. CERTIFIED ID COPIES | | Once-off submission |
| 3. BANK STATEMENTS | | Once-off submission |
| 4. DATA COLLECTION FORMS | | Once-off submission |
| 5. EPWP SERVICE REGISTERS | | Bi-Weekly/ monthly depending on the contractor's payment cycle. |
| 5.1 Attendance Register | | |
| 5.2 Daily Attendance Register | | |
| 5.3 Payment Register | | |
| 5.4 Proof Of Payment | | |
| 6. PPE REGISTER | | This register will indicate issuing of PPE and must have a column where employees will sign. |

Remunerations of Labour

Ndlambe Municipality resolved that employees should be paid a minimum of:

R 200, 00 per day for unskilled labour and

R 300, 00 per day for skilled employees.

The above are minimum rates, a contractor can pay employees more but not less. Service Providers sometimes price according to some procedures and if that is the case, they should pay their labour force as such.

Skilled labour is that person who is certificated and can qualitatively perform the task,

Semi –Skilled labour is that person who is not certificated but can perform the task and

Unskilled labour is that person who is neither certificated nor skilled and can perform general duties.

With regards to paving of roads, the situation within Ndlambe Municipality is such that, there are Semi –Skilled labourers who are regarded as Skilled Labourers because they can do the job and have acquired extensive experience over the years.

Site Visits

Government departments are allowed to do site visits and service providers are compelled to seriously pay attention to these visits and adhere to requirements of such visits.

The Department of Public Works (DPW) as an EPWP coordinating department may from time to time visit active projects to verify the project, files and employment. Check on all EPWP documentation and if the employed people are registered correctly.

The Department of Labour may visit the site to check on labour safety issues and contractor compliance matters and may shut down the site if there is violation of labour regulations.

The Public Body/ Municipality will periodically visit the site to ensure compliance and assist with whatever is lacking on site.

C4 – SITE INFORMATION/DRAWINGS

Improvement of Ndlambe Municipality Internal Roads (Mbundwini Road, Mswela Road, Park Road, Broadway Street, Gladiol Street, Hof Street, De Wet Street, Heuvel Street and Retief Street)



Improvement of Ndlambe Municipality Internal Roads (Mbundwini Road, Mswela Road, Park Road, Broadway Street, Gladiol Street, Hof Street, De Wet Street, Heuvel Street and Retief Street)



Geotechnical Report

TENDER DRAWINGS