



## WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY

### DECOMMISSIONING OF EXTENSION 3 DISPOSAL SITE: PHASE A – LANDSCAPING AND MATERIAL FOR MECHANICALLY STABILISED EARTH (MSE) BERM

CONTRACT NUMBER: WMM LM 10/04/25/01 DDS

CIDB 4CE

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TENDERER :

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CLOSING DATE : 02 May 2025

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CLOSING TIME : 12 NOON

PREPARED BY:



Ziinzame Consulting Engineers (Pty) Ltd  
No. 25 Falcon Street  
Southernwood  
**MTHATHA**  
5099

**CONTACT PERSON**

Mr R Rajkumar  
Tel No.: 047 531 0269

PREPARED FOR:



The Municipal Manager  
Winnie Madikizela-Mandela Local Municipality  
51 Winnie Madikizela Street  
**BIZANA**  
4800

**CONTACT PERSON**

Mr V Nontanda  
Tel No.: 039 251 0230

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# TENDER DOCUMENT CHECKLIST

Tenderers must complete this document checklist to ensure that all information is completed in the Tender Document.

Page	Ref	Description	Included (Y/N)
		<b>All pages requiring signatures signed by the Tenderer</b>	
	<b>MBD1</b>	<b>Correct Tender Offer Amount carried forward to Form MBD1</b>	
	<b>C1.1</b>	<b>Form of Offer duly completed</b>	
	<b>C1.2</b>	<b>Contract Data: Part 2 – Data provided by Contractor</b>	
	<b>C2.2</b>	<b>Bill of Quantities</b>	
		Sign and date Final Summary	
		Completed in BLACK INK only	
		Corrections crossed out and initialled	
	<b>T2.1</b>	<b>All Returnable Documents and Schedules submitted</b>	
	<b>1A.</b>	Joint Venture Disclosure Form (where applicable).	
	<b>1B.</b>	Compulsory Enterprise Questionnaire.	
	<b>1C.</b>	Record of Addenda to Tender Documents.	
	<b>1D.</b>	Proposed Amendments and Qualifications.	
	<b>1E.</b>	Schedule of Subcontractors.	
	<b>1F.</b>	Schedule of Plant and Equipment.	
	<b>1G.</b>	Schedule of Tenderer's Experience (not for Winnie Madikizela-Mandela Local Municipality)	
	<b>1H.</b>	Schedule of Tenderer's Experience (for Winnie Madikizela-Mandela Local Municipality)	
	<b>1I.</b>	Contractors key Personnel and detailed CV's	
	<b>1J.</b>	Health and Safety plan	
	<b>1K.</b>	Detailed Preliminary Programme	
	<b>1L.</b>	Schedule of estimated monthly expenditure	
	<b>1M.</b>	Detailed Methodology	
	<b>T2.2</b>	<b>Other documents required only for tender evaluation purposes</b>	
	<b>2A.</b>	Certificate of Contractor Registration issued by the Construction Industry Development Board.	
	<b>2B.</b>	Tax Clearance Certificate (MBD 2).	
	<b>2C.</b>	Where the tendered amount inclusive of VAT exceeds R 14 million:	
	<b>2D.</b>	Certificate of Tenderer's visit to the site.	
	<b>2E.</b>	Certificate of Authority for Signature.	
	<b>2F.</b>	Alterations by Tenderer.	
	<b>2G.</b>	Surety and Bank Details.	
	<b>2H.</b>	Company Composition.	
	<b>2I.</b>	Declaration of Interests (Kinship, Relationship with persons employed by Winnie Madikizela-Mandela Local Municipality).	
	<b>2J.</b>	Declaration of Interest (in the Service of the State) (MBD 4).	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Decommissioning Of Extension 3 Disposal Site: Phase A – Landscaping and Material for MSE Berm**

	<b>2K.</b>	Company Profile	
	<b>2L.</b>	Certified copies of identity document for directors	
	<b>2M.</b>	B-BBEE Certificate	
	<b>2N.</b>	Declaration (Validity of Information Provided).	
	<b>2P.</b>	Preferential procurement	
	<b>2Q.</b>	Declaration certificate for local production and content	
	<b>2R.</b>	Preference points claim form in terms of preferential procurement Regulations 2001	
	<b>2S.</b>	Current commitments schedule	
	<b>2T.</b>	Proof of goodstanding with municipal accounts	
	<b>2U.</b>	Method statements	
	<b>2V.</b>	Record of addenda to tender document	
	<b>2W.</b>	Declaration for procurement above R 10 million	
	<b>2X.</b>	Central Supplier Database Registration	
	<b>2Y.</b>	Bank rating	
	<b>2Z.</b>	Joint venture agreement	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

# THE TENDER

**T1.1 TENDER NOTICE AND INVITATION TO TENDER****Decommissioning Of Extension 3 Disposal Site: Phase A –and Landscaping Material**

**WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY  
ADVERT**

PROJECT NAME	CONTRACT NUMBER	CIDB	CLOSING DATE
Decommissioning of Ext. 3 Dumping Site-landscaping and Material	WMM-LM 10/04/25/01 DDS	4CE	02/05/2025 12h00

Bid are hereby invited from suitably qualified and accredited service providers who are interested to submit their tender responses for the above-mentioned projects for Winnie Madikizela-Mandela Local Municipality.

Bid documents are available to be downloaded from e-tender portal website on [www.etenders.gov.za](http://www.etenders.gov.za)

Bids should score a minimum point of 70% on the functionality evaluation in order to be considered for further evaluation.

The bids will be evaluated on the **80/20 or 90/10** preferential points system

**Failure to submit the following document(s) completed in full will render the bid not responsive:**

- A completed original document issued by the municipality
- A copy of Entity Registration Documents, Certified ID Copy(ies) of Director(s) (not older than 3 months), proof of CSD Registration
- SARS Valid PIN Printout
- Bid documents MBD1, MBD4, MBD6.1, MBD 8 and MDB 9
- Billing Clearance Certificate or Statement of Municipal Accounts confirming that no undisputed municipal accounts are overdue by more than 30 days and a signed letter by the bidder confirming that the entity does not have outstanding accounts more than 30 Days on the day of the tender closing.
- Evaluation Criteria: 80 or 90= Price, 20 or 10= Specific Goals as per the attached MBD 6.1 respectively
- In case of a joint venture, an original valid Tax Compliance Document of all partners should be submitted as well as a signed agreement by both parties clearly indicating the lead partner
- The Minimum Threshold for Local Content for the above-mentioned projects is **100%**

**Advert Date: 18/04/2025**

**Publication: Local/Provincial Newspaper, Municipal Website, e-tender portal.**

**Closing Date: All tenders must be emailed to [tenders.scm@mbizana.gov.za](mailto:tenders.scm@mbizana.gov.za) by no later than the date and time stated above after which they will be opened.**

**The municipality will only consider bids submitted on the original bid documentation provided by the municipality. All tenders must be clearly marked the Name of the project and Reference number indicated above. Failure to do so your tender may not be considered. Any unauthorized alterations in BOQ/Quotation to the tender document shall render the submission invalid.**

No late, hand delivered, incomplete or facsimile bids will be accepted for consideration. The only or lowest bid received shall not necessarily be accepted. Winnie Madikizela-Mandela Local Municipality reserves the right to accept part of or the full bid. For technical enquiries, please contact Mr. S. Mtshengu on (039) 251 0230, email: [mtshebgus@mbizana.gov.za](mailto:mtshebgus@mbizana.gov.za) during working hours. For Supply Chain Management related enquiries, please contact Mr. Z. Khala on (079) 886 0942, email: [khalaz@mbizana.gov.za](mailto:khalaz@mbizana.gov.za) during working hours

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**Mr. L. Mahlaka**  
**Municipal Manager**

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

**Letter of Consent****Name and Business Address**


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The Municipal Manager  
 Winnie Madikizela-Mandela Local Municipality  
 P.O. Box 12  
 Bizana  
 4800  
 Sir/Madam

**Granting of authority to request information from any legal entity relevant to this Bid**

I/we acknowledge that the information herein contained shall constitute the basis on which my/our Bid is to be considered. I/we grant approval that any source regarding this Bid may be fully investigated and that all such information shall be of material value to Winnie Madikizela-Mandela Local Municipality and directly relevant to the consideration of my/our Bid. I/we (Full Names of the person)

\_\_\_\_\_ grant my/our consent to such source to provide confidential information.

I/we warrant that all the information herein contained is to the best of my/our knowledge and belief true and correct in all material respects and I/we am /are not aware of any information which, should it become known to the Winnie Madikizela-Mandela Local Municipality, would affect the consideration of my/our Bid in any way.

The Winnie Madikizela-Mandela Local Municipality wishes to inform you that all information regarding your personal matters is treated as strictly confidential.

Please tick the appropriate box.

<input type="checkbox"/>	I/We hereby consent to the above
<input type="checkbox"/>	I/We hereby withhold consent and fully understand the implications and ramifications of my/our decision and will not hold the Winnie Madikizela-Mandela Local Municipality responsible for not considering my/our Bid.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of the Witness

Signature:

Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Municipal Manager**

**Evaluation criteria:**

Pre-qualification criterion 100 Points-

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**DECOMMISSIONING OF EXTENSION 3 DISPOSAL SITE: PHASE A – LANDSCAPING AND MATERIAL FOR MSE BERM**  
**PRE- QUALIFICATION FUNCTIONAL ASSESSMENT –POINT SCORING**

DESCRIPTION /CRITERIA	Maximum points Allowed
<b>1. Expertise</b>	<b>30 points</b>
<ul style="list-style-type: none"> <li>Contracts Manager has 5 or more years of experience in bulk earthworks/landfill management construction and LIC NQF Level 5 (attach CV and Qualifications to get points)</li> </ul>	10 Points
<ul style="list-style-type: none"> <li>Site Agent has between 3 to 6 years of experience in bulk earthworks/landfill management construction LIC NQF Level 5 (attach CV and Qualifications)</li> </ul>	10 Points
<ul style="list-style-type: none"> <li>Health and Safety Officer has between 1 to 3 years' experience in a role as Safety Officer with SAMTRAC Qualification OR Equivalent (attach CV and Qualifications)</li> </ul>	10 Points
<b>2. Experience</b>	<b>30 points</b>
<ul style="list-style-type: none"> <li>Completed 4 similar projects with a value equal to or greater than <b>R3 000 000 (Three million) 10 points per project</b> (completion certificates signed by Client, referral letters not older than 3 Months). Unsigned 10 points for each project i.e. completion Certificate and Reference letter.</li> </ul>	40 Points
<b>3. Methodology</b>	<b>10 Points</b>
<ul style="list-style-type: none"> <li>The methodology should clearly state</li> <li>Site Establishment and Carrying out the works (2 points),</li> <li>Risk Management (2 points)</li> <li>Quality control (2 points)</li> <li>Cash Flow (2 points)</li> <li>Organogram of the Team Members (2 points)</li> </ul>	10 Points
<b>Total for Functionality</b>	<b>100 Points</b>

Bidders should score 70 out of 100 to proceed to the second stage. Evaluation criteria will be 80/20.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY</b>					
BID NUMBER:		CLOSING DATE:	02 May 2025	CLOSING TIME:	12H00
DESCRIPTION					
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE SENT VIA EMAIL TO THE EMAIL ADDRESS PROVIDED BELOW OR AS PER TENDER REQUIREMENTS					
<a href="mailto:TENDERS.SCM@MBIZANA.GOV.ZA">TENDERS.SCM@MBIZANA.GOV.ZA</a> for tenders above R300 000 inclusive of VAT					
OR					
<a href="mailto:QUOTES.SCM@MBIZANA.GOV.ZA">QUOTES.SCM@MBIZANA.GOV.ZA</a> for quotations below R300 000 but above R30 000 inclusive of VAT					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
PEOPLE LIVING WITH DISABILITY [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No		MILITARY VETERAN	<input type="checkbox"/> Yes  <input type="checkbox"/> No	
<b>[DOCUMENTARY PROOF/ SWORN AFFIDAVIT (FOR PEOPLE LIVING WITH DISABILITIES) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR TARGETED GOALS]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**PART B****TERMS AND CONDITIONS FOR BIDDING****1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

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

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T1.2 TENDER DATA**

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 86 of 2010 in Government Gazette No. 33239 of 28 May 2010, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement as is available from the CIDB website (see [www.cidb.co.za](http://www.cidb.co.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.

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

Clause number	Tender Data
<b>F.1</b>	<b>GENERAL</b>
<b>F.1.1</b>	<b>Actions</b> <i>Add the following:</i> The Employer is the <b>WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY</b> , represented by the Municipal Manager.
<b>F.1.2</b>	<b>Tender Documents</b> <i>Add the following:</i> "The following documents form part of this tender:  <b>VOLUME 1:</b> The General Conditions of Contract for Construction Works (Third Edition) 2015 as published by the South African Institution of Civil Engineering. This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: <a href="mailto:civilinfo@saice.org.za">civilinfo@saice.org.za</a> .  <b>VOLUME 2:</b> SABS 1200 - "Standard Specification for Civil Engineering Construction" as approved by the Council of the South African Bureau of Standards. This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: <a href="mailto:civilinfo@saice.org.za">civilinfo@saice.org.za</a> .  Volumes 1 and 2 may also be inspected, by appointment, at the offices of the Employer's Agent during normal office hours.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>The contract documents issued by the Employer comprise:</p> <p><b>VOLUME 3:</b> The Contract Document (this document), in which is bound:</p> <p><b>The Tender</b></p> <p><b>Part T1: Tendering Procedures</b></p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p><b>Part T2: Returnable Documents</b></p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedules</p> <p><b>The Contract</b></p> <p><b>Part C1: Agreements and contract data</b></p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p>C1.3 Form of Guarantee</p> <p>C1.4 Occupational Health and Safety Agreement</p> <p>C1.5 Contract and Temporary Employment as Community Liaison Officer</p> <p><b>Part C2: Pricing data</b></p> <p>C2.1 Pricing instructions</p> <p>C2.2 Bills of Quantities</p> <p><b>Part C3: Scope of work</b></p> <p>C3 Scope of work</p> <p><b>Part C4: Site information</b></p> <p>C4 Site information</p> <p>Volume 3 is deemed the “Returnable Documents” which must be returned to the Employer in terms of submitting a tender offer.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<p>F.1.4</p> <p>F.1.5</p> <p>F.1.5.3</p> <p>F.1.6.2</p> <p>F.1.6.3</p>	<p><b>Communication and employer's agent</b>  <i>Add the following:</i>            Attention is drawn to the fact that verbal information, given by the Employer's Agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer and Employer's Agent in writing to tenderers will be regarded as amending the Tender Documents.</p> <p>The employer's agent is:            Firm: Ziinzame Consulting Engineers (Pty) Ltd            Address: No. 25 Falcon Street                      Southernwood                      Mthatha                      5099            Tel: (047) 531 0269            E-mail: admin@ziinzame.co.za            The language for communication is English.</p> <p><b>The Employer's right to accept or reject any tender offer</b>  <i>Add the following:</i>            The Employer may reject a tender if, in the opinion of the Employer, the tenderer will be unable to achieve the contract participation goal tendered, in the performance of the contract.</p> <p><b>Competitive negotiation procedure</b>  <i>Add the following to F.1.6.2</i>            A competitive negotiation procedure will not be followed.</p> <p><b>Proposal procedure using the two-stage system</b>  <i>Add the following to F.1.6.3</i>            A two-stage system will not be followed</p>
<p>F.2</p> <p>F.2.1</p> <p>F.2.1.1</p>	<p><b>TENDER'S OBLIGATION</b></p> <p><b>Eligibility</b>  <i>Add the following to F.2.1.1:</i>            Only those tenderers who have in their employee management and supervisory staff satisfying the requirements of the Scope of Work for labour intensive competencies for supervisory and management staff are eligible to submit tenders.</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 members satisfy the eligibility requirements.</p> <p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <p><b>Company Experience in Bulk Earthworks/Landfill Management Construction Projects</b></p> <p>To be considered for an appointment in terms of this tender, Tenderer must have completed bulk earthworks/landfill management construction projects of value equal to or exceeding R 3 million in the last 10 years</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2.1.1.2	<p>All such projects shall be located within the SADC (South African Development Community) region.</p> <p>Details of the shaping of Landfill waste body projects &amp; supporting information must be entered in <b>Form C</b> of the Returnable Schedules. Copies of Completion Certificates and appointment letters must be attached, in order to qualify for this tender.</p> <p>Failure to comply with the requirements or to complete Form C will render the tender non-responsive.</p> <p><b>Construction Industry Development Board (CIDB) Registration</b></p> <p>Only those tenderers who are registered with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 4CE class or higher of construction work, are eligible to have their tenders evaluated</p> <p>Joint Ventures are eligible to submit tenders provided that their joint grading is equivalent to a 4CE class grading or higher.</p> <ol style="list-style-type: none"> <li>1. Every member of the joint venture is registered with the CIDB;</li> <li>2. The lead partner has a contractor grading designation in the 4CE or Higher class of construction work;</li> <li>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.</li> </ol> <p>Notwithstanding the above, tenderers who are capable of being so registered prior to the evaluation of submissions may be evaluated at the sole discretion of the Employer.</p> <p>4. At least one of the Joint Venture Partners are to be in possession of NQF Level 5 Qualification as defined in Section C</p> <p>c] Key Personnel</p> <p>In order to be considered for an appointment in terms of this tender, the tenderer must have in its employment the following key personnel who comply with the following minimum requirements:</p> <ul style="list-style-type: none"> <li>• A suitably qualified and experienced <b>Contracts Manager</b> who will be the single point accountable and responsible person for the full-time management of the construction works on site, who has a minimum of five (5) years' in bulk earthworks/landfill management construction and LIC NQF Level 5 (attach CV and Qualifications to get points).</li> <li>• A suitably qualified and experienced <b>Site Agent</b> who will be the single point accountable and responsible person for the full-time management of the construction works on site, who has between 3 and 6 years' experience in bulk earthworks/landfill management construction LIC NQF Level 5 (attach CV and Qualifications)</li> <li>• A suitably qualified and experienced full time <b>Construction Health and Safety Officer</b> to manage the Contractor's health and safety obligations on site who has a full SAMTRAC certificate</li> </ul> <p>Details of key personnel and their relevant information must be entered in <b>Form J</b> of the Returnable Schedules. Copies of CV's and certificates of qualifications and professional</p>
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	<p>registration must be attached, in order to qualify for this tender.</p> <p>Where the key personnel are no longer available to undertake the necessary work after the award of the tender, the contractor shall within a period of 14 working days replace the key personnel listed in Form J with personnel with equivalent competencies and subject to approval by the Employer. Such approval shall not be unreasonably withheld.</p> <p>Failure to comply with the requirements or to complete <b>Form J</b> will render the tender non-responsive.</p> <p>d] Addenda</p> <p>Failure to apply instructions contained in Addenda will render a tenderer's offer non-responsive in terms of Condition of Tender</p>
F.2.7	<p><b>Clarification meeting</b>  <i>Add the following:</i>  The arrangements for a compulsory site visit/clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.</p>
F.2.9	<p><b>Insurance</b>  <i>Add the following:</i>  The employer does not provide insurance. The Contractor is responsible for providing full insurance cover for the contract.</p>
F.2.13	<p><b>Submitting a tender offer</b>  <i>Add the following to F.2.13.5</i></p>
F.2.13.5	<p>All Tenders must be emailed to <a href="mailto:tenders.scm@mbizana.gov.za">tenders.scm@mbizana.gov.za</a> by not later than 12h00 on the 01 May 2025 at which they will be opened. All tenders must be clearly marked "Name of the project and Reference number indicated below".</p> <p><b>DECOMMISSIONING OF EXTENSION 3 DISPOSAL SITE: PHASE A – LANDSCAPING AND MATERIAL FOR MSE BERM</b></p>
F.2.13.6	<p><i>Add the following to F.2.13.6</i>  A two-envelope system as outlined in F.3.5.1 will <b>NOT</b> be followed</p>
F.2.15	<p><b>Closing time</b>  <i>Add the following to F.2.15.1:</i></p>
F.2.15.1	<p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile tender offers will not be accepted  Only emailed tender offers will be accepted.</p>
F.2.16	<p><b>Tender offer validity</b>  <i>Add the following to F.2.16.1</i></p>
F.2.16.1	<p>The tender offer validity period is <b>90 days</b></p>
F.2.17	<p><b>Clarification of tender offer after submission</b>  <i>Add the following to F.2.17:</i></p>

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<p>F.2.18</p> <p>F.2.18.1</p>	<p>A tender will be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request for such clarification. A tender will also be rejected as non-responsive if the tenderer fails, within the time stated in writing by the Employer, to comply with the requirements of F.4.4.</p> <p><b>Provide other material</b>  <i>Add the following to F.2.18.1:</i></p> <p>Provide, on written request by the Employer, where the tendered amount inclusive of VAT <b>exceeds R 10 million:</b></p> <ul style="list-style-type: none"> <li>i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;</li> <li>ii) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;</li> <li>iii) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;</li> <li>iv) a statement indicating whether any portion of the goods or services are expected</li> </ul>
	<p>to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.</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.</p> <p>Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.</p>
<p>F.2.23</p> <p>F.2.23.1</p> <p>F.2.23.2</p>	<p><b>Certificates</b>  <i>Add the following:</i>  The tenderer is required to submit the following:</p> <p><b>Tax Clearance Certificate</b>  Tenderers shall be registered and in good standing with the South African Revenue Service (SARS) and shall submit documentary evidence in the form of an original valid Tax Clearance Certificate issued by SARS or proof that he or she has made arrangements with SARS to meet his or her outstanding tax obligations.</p> <p>Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate, or proof that he or she has made the necessary arrangements with SARS.</p> <p><b>Bargaining Council Certificates</b>  Where applicable, a certificate of compliance issued by the relevant Bargaining Council.</p> <p>Each party to a Consortium/Joint Venture shall submit separate certificates in the above regard.</p>

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<b>F.3</b>	<b>EMPLOYERS UNDERTAKINGS</b>								
<b>F.3.2</b>	<b>Issue Addenda</b> Add the following to F.3.2: Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.								
<b>F.3.4</b>	<b>Opening of tender submissions</b> Add the following to F.3.4.1:								
<b>F.3.4.1</b>	The time and location for opening of the tender offers is:  Time: Tenders will be opened immediately after the closing time for receipt of tenders as stated in the Tender Notice and Invitation to Tender, or as stated in any Addendum extending the closing date.  Location: <b>Winnie Madikizela-Mandela Local Municipality, 51 Winnie Madikizela, Bizana, 4800.</b>								
<b>F.3.8</b>	<b>Test for responsiveness</b> Add the following: Tenders will be considered non-responsive if, inter alia: <ul style="list-style-type: none"> <li>- the tender is not in compliance with the Scope of Work;</li> <li>- the tenderer does not comply with the CIDB contractor grading designation specified in F.2.1.1.2 above;</li> <li>- the tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employers written request;</li> </ul>								
<b>F.3.11</b>	<b>Evaluation of tender offers</b> The method for the evaluation of responsive tenders is <b>Method 1 (Financial Offer, and Preference)</b> . The following formula will be used to calculate the total number of tender evaluation points: $T_{EV} = N_{FO} + N_p$  The procedure for the evaluation of responsive tenders is Method 2 <table border="1" style="width: 100%;"> <thead> <tr> <th></th> <th>Maximum number of tender evaluation points</th> </tr> </thead> <tbody> <tr> <td>Price Component</td> <td>80</td> </tr> <tr> <td>Specific Goals</td> <td>20</td> </tr> <tr> <td>Total evaluation points</td> <td>100</td> </tr> </tbody> </table>		Maximum number of tender evaluation points	Price Component	80	Specific Goals	20	Total evaluation points	100
	Maximum number of tender evaluation points								
Price Component	80								
Specific Goals	20								
Total evaluation points	100								
	<b>Calculation of Points for Price (Ps)</b>  The points scored for Price will be calculated using the following formula: $P_s = 80 \left[ 1 - \frac{P_t - P_{\min}}{P_{\min}} \right]$								

Contractor

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Where  $P_s$  = points scored for price by tender under consideration  
 $P_{min}$  = price of lowest acceptable tender  
 $P_t$  = price of tender under consideration

Fractions will be rounded off to two places after the decimal comma.

Eligibility for preference points is subject to the following conditions:

A tenderer scorecard shall be based on the Construction Sector Codes of Practice promulgated in Government Gazette 32305 of 5 June 2009, only if such certificate has been issued before 17 February 2016, alternatively a B-BBEE Certificate issued in accordance with the revised Notice of Clarification published in Notice 444 of 2015 of Government Gazette No.38799 on 15 May 2015 as amended in December 2019 by the Department of Trade and Industry: and

- The Scorecard shall be submitted as a certificate attached to Returnable Schedule Form SBD6.1; and
- The certificate shall:
  - be an original or an original certified copy of the original; and
  - have been issued by a verification agency accredited by the South African National Accreditation System [SANAS]; or
  - have been issued by a registered auditor approved by the Independent Regulatory Board of Auditors [IRBA]; or
  - be in the form of a sworn affidavit in the case of an Exempted Micro Enterprise [EME] or Qualifying Small Enterprise [QSE]; and
- The Verification Certificate must be valid at the tender closing date; and
- The date of issue of the certificate must be less than 12 [twelve] months prior to the tender closing date [see Tender Data 4.15]; and
- Compliance with any other information requested to be attached to Returnable Schedule Form SBD6.1;
- If a tenderer claims a preference score without submitting an acceptable verification certificate, a period of 24 hours will be granted to submit an acceptable verification certificate which was valid at date of tender closure; and
- Failure to submit a valid verification certificate will result in the award of 0 [zero] points for preference; and In the event of a joint venture [JV], a consolidated B-BBEE verification certificate in the name of the JV shall be submitted.

 Contractor

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F3.11.10	<p>Add the following new subclause:</p> <p><b>Risk Analysis</b></p> <p>Notwithstanding compliance with regard to CIDB registration or any other requirements of the tender, the employer will perform a risk analysis in respect of the following:</p> <ul style="list-style-type: none"> <li>a) reasonableness of the financial offer</li> <li>b) reasonableness of unit rates and prices</li> <li>c) reasonableness of the Contract Participation Goals tendered</li> <li>d) the tenderers ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation, personnel to perform the contract, etc.</li> </ul> <p>No tenderer will be recommended for an award unless the tenderer has demonstrated that he/she has the resources and skills required.</p>
F.3.12	<p>Full insurance to be provided by the Contractor. The contractor must provide the employer with the insurance policy information and certificates prior to the commencement of the contract.</p>
F.3.13	<p><b>Acceptance of tender offer</b></p> <p>Add the following to F.3.13:</p>
F.3.13.1	<p>Tender offers will only be acceptable if:</p> <ul style="list-style-type: none"> <li>a) the tenderer is registered and in good standing with the South African Revenue Service (SARS) or SARS pin and has submitted evidence in the form of an <b>original</b> valid Tax Clearance Certificate issued by SARS or proof that he or she has made arrangements with SARS to meet his or her outstanding tax obligations;</li> <li>b) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>c) the tenderer has not:             <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months;</li> </ul> </li> <li>d) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.</li> </ul>

Contractor

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Witness 2

Employer

Witness 1

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F.3.17	<p>a) Tenderers must be registered on the Central Supplier Database at National Treasury prior to the Award of a tender and the Tenderer's Tax Status must be compliant (National Treasury SCM Instruction #4A of 2016/2017: Central Supplier Database);</p> <p>b) Tenderers must submit proof of registration with the Bargaining Council (BCCEI). Good standing will be required within 21 days of tender award.</p> <p>c) the tenderer must be registered with the Construction Industry Development Board in an appropriate contractor grading designation (CE) (All parties to submit this information in the case of a Joint Venture);</p> <p>d) the tenderer or any of its directors is not listed in the Register of Tender Defaulters or the List of Restricted Suppliers managed by the National Treasury (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</p> <p>e) the tenderer has not abused the Employer's Supply Chain Management System;</p> <p>f) the tenderer has not failed to perform on any previous contract with the Employer;</p> <p>g) the tenderer has completed and signed Form B (Certificate of Authority for Signatory) if applicable;</p> <p>h) the Form of Offer is duly completed and signed (Note: Any correction must be signed by the authorised signatory);</p> <p>i) the tenderer has completed and signed the Compulsory Enterprise Questionnaire (Form T2.2R) (for each of the participating firms in the case of a joint venture);</p> <p>j) has completed and signed all SBD Forms (SBD1; SBD4; SBD6.1; SBD6.2; SBD8; SBD9)</p> <p>k) all relevant certified information is submitted with the Tender;</p> <p>l) all other Tender Conditions are complied with.</p> <p>m) Tenderers are to meet the minimum eligibility requirements specified in Clause F2.1</p> <p>n) Tenderers must have attended the compulsory Briefing Meeting and have signed the Attendance Register, otherwise their Tender will be eliminated.</p> <p>Add the following:</p> <p>"Acceptance of the tender offer will be subject to the provisions of Clause F.1.5.1 and F.2.1."</p> <p>Note that the successful Tenderer will be required to submit a <b>valid</b> Letter of Good Standing from the Compensation Commissioner or FEMA within 21 days of receipt of Letter of Award.</p> <p><b>Provide copies of the contract</b></p> <p>Add the following:</p> <p>The number of paper copies of the signed contract to be provided by the Employer is one.</p>
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#### F.4 ADDITIONAL CONDITIONS OF TENDER

The additional conditions of tender are:

##### F.4.1 Compliance with Occupational Health and Safety Act 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The tenderer shall

be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit with his tender,; Health and Safety Plan in T2.2 : Returnable Schedules, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- (1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- (2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
- (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) Site rules and fire and emergency procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in C1.4 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the contract.

#### F.4.2 Eligibility with respect to expanded public works programme

This Contract will conform to the guidelines for the Expanded Public Works Programme project.

#### F.4.3 Claims arising after submission of tender

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

- 1) Inspected the Contract Drawings and read and fully understood the Conditions of Contract.
- 2) Read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- 3) Visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site and made the necessary provisions for any additional costs involved thereby.



Contractor



Witness 1



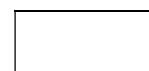
Witness 2



Employer



Witness 1



Witness 2

- 4) Requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

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

- 5) Received any Addenda to the tender documents which have been issued in accordance with the Employer's Supply Chain Management Policy.

#### F.4.4 Imbalance in tendered rates

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

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer as tendered or, if applicable, the corrected total of prices in accordance with F.3.9.3.

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

#### F.4.5 Community liaison officer

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 Officer / Social Facilitator appointed by the Employer. 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 and 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 R7 000 per month for the period of employment and will change in accordance with change in rates from the Department of Labour. A CLO who fails in the

Contractor

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Employer

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responsibilities he/she is given will be replaced following the procedures as stipulated in his or her contract with the contractor. The Terms of reference for the CLO shall be provided by the ISD Consultant.

#### **F.4.6 Labour intensive construction/use of local labour**

It is a requirement of the Contract that the work be executed in such a manner as to maximise the use of labour-intensive construction systems in order to provide the local community with employment opportunities. The daily rate for unskilled labour will be R 230.

#### **F.4.7 Invalid tenders**

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) if the tender offer (the tender price/amount) is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1, Part C1: Agreements and Contract Data);
- b) if the tender is not completed in non-erasable ink;
- c) if the Form of Offer and Acceptance has not been signed;
- d) if the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable.

#### **F.4.11 Price variations**

The Contract Price shall not be subject to any contract price adjustment, the rates and prices tendered in the bills of quantities shall be final and binding throughout the period of the contract any additional period that the contract will be extended by including any period of undue extension.

#### **F.4.14 Requests for contract documents, or parts thereof, in electronic format**

The Employer shall not formally issue tender documents in electronic format as contemplated in F.2.13.2 and F.2.13.3 and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:

- (a) Electronic copies of the contract document, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in F.1.2 in hardcopy.
- (b) The electronic version shall not be regarded as a substitute for the issued tender documents.
- (c) The Employer shall not accept tenders submitted in electronic format. Tenderers may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those tenders that have been completed on the issued hard copy tender document shall be considered.
- (d) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
- (e) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender document as contemplated in F.2.11, shall render the tender invalid. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
- (f) In requesting the electronic version of the tender document or parts thereof, the tenderer is deemed to have read, understood and accepted all the above conditions.

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Witness 2

Employer

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- (g) The Tenderer must make provision in his tender for all labour, materials, construction equipment, temporary works, supervision, office overheads, profit, all statutory taxes and duties and everything else which is required to execute the works in accordance with the tender document, adopting labour intensive construction methodology and applicable legislation.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**PART T2     RETURNABLE DOCUMENTS**

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## T2.1 LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following returnable documents:

### 1. Returnable Schedules required only for tender evaluation purposes

- A. Joint Venture Disclosure Form (where applicable);
- B. Compulsory Enterprise Questionnaire;
- C. Record of Addenda to Tender Documents;
- D. Proposed Amendments and Qualifications;
- E. Schedule of Subcontractors;
- F. Schedule of Plant and Equipment;
- G. Schedule of Tenderer's Experience (not for Winnie Madikizela-Mandela Local Municipality);
- H. Schedule of Tenderer's experience for Winnie Madikizela-Mandela Local Municipality;
- I. Contractors Key Personnel and Detailed CV's (including NQF Qualification);
- J. Health and Safety Plan;
- K. Detailed Preliminary Program;
- L. Schedule of Estimated Monthly Expenditure;
- M. Detailed Methodology;

### 2. Other documents required only for tender evaluation purposes

2A. Certificate of Contractor Registration issued by the Construction Industry Development Board;

2B. Tax Clearance Certificate (MBD 2);

2C. Audited financial statements

Where the tendered amount inclusive of VAT exceeds R 10 million:

- Audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;
- Certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
- Particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
- A statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic;

2D. Certificate of Tenderer's visit to the site;

2E. Certificate of Authority for Signature;

2F. Alterations by Tenderer;

2G. Surety and Bank Details;

2H. Company Composition;

2I. Declaration of Interests (Kinship, Relationship with persons employed by WMMLM);

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Witness 2

Employer

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Witness 2

- 2J. Declaration of Interest (in the Service of the State) (MBD 4);
- 2K. Company Profile (include current and latest projects);
- 2L. Certified copies of identity document for directors;
- 2M. Broad Black Base Economic Empowerment (B-BBEE) Certificate;
- 2N. Declaration (Validity of Information Provided).
- 2O. Certificate of independent bid determination (MBD 9)
- 2P. Preferential procurement
- 2Q. Declaration certificate for local production and content
- 2R. Preference points claim form in terms of preferential procurement Regulations 2001
- 2S. Current commitments schedule
- 2T. Proof of goodstanding with municipal accounts
- 2U. Method statement
- 2V. Record of addenda to tender document
- 2W. Declaration for procurement above R 10 million
- 2X. Central Supplier Database Registration
- 2Y. Bank rating
- 2Z. Joint venture agreement

**3. Other documents that will be incorporated into the contract**

- C1.1 Offer and Acceptance;
- C1.2 Contract Data (Part 2);
- C1.9 Certificate of Authority for Signatory to Agreement in Terms of Occupational Health and Safety Act 1993 (Act No 85 of 1993 As Updated In Gov. Gazette 7721 Of 18 July 2003);
- C1.10 Agreement In Terms Of The Occupational Health And Safety Act 1993  
(Act No. 85 Of 1993, As Updated In Government Gazette 7721 Of 18 July 2003);
- C1.11 Certificate Of Authority For Signatory To Agreement In Terms Of The Constitution Of The Republic Of South Africa, Environmental Conservation Act And Environmental Management Act;
- C1.12 Agreement In Terms Of The Constitution Of The Republic Of South Africa, Environmental Conservation Act And Environmental Management Act;
- C2.2 Bill of Quantities.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.2 RETURNABLE SCHEDULES****1A. JOINT VENTURE DISCLOSURE FORM****GENERAL**

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

**1. JOINT VENTURE PARTICULARS**

- a) Name.....
- b) Postal address.....  
.....  
.....  
.....
- c) Physical address .....  
.....  
.....  
.....
- d) Telephone .....
- e) Fax.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER**

**2.1(a)** Name of Firm .....

Postal Address .....

Physical Address.....

Telephone .....

Fax .....

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

.....

**2.2(a)** Name of Firm .....

Postal Address .....

Physical Address.....

Telephone .....

Fax .....

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

.....

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm .....

Postal Address .....

Physical Address.....

Telephone .....

Fax .....

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

.....

3.2(a) Name of Firm.....

Postal Address .....

Physical Address.....

Telephone .....

Fax .....

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

.....

3.3(a) Name of Firm .....

Postal Address .....

Physical Address.....

Telephone .....

Fax .....

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

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

.....

.....

.....

**5. OWNERSHIP OF THE JOINT VENTURE**

a) Affirmable Joint Venture Partner ownership percentage(s)..... %

b) Non-Affirmable Joint Venture Partner ownership percentage(s)..... %

c) Affirmable Joint Venture Partner percentages in respect of: \*

(i) Profit and loss sharing .....

(ii) Initial capital contribution in Rands .....

.....

.....

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

(iii) Anticipated on-going capital contributions in Rands .....

.....

.....

.....

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

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

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

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

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

(a) Joint Venture cheque signing

.....  
 .....

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

.....  
 .....

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

.....  
 .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (d) Acquisition of lines of credit

.....

.....

.....

- (e) Acquisition of performance bonds

.....

.....

.....

- (f) Negotiating and signing labour agreements

.....

.....

.....

**8. MANAGEMENT OF CONTRACT PERFORMANCE**

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

- (a) Supervision of field operations

.....

- (b) Major purchasing

.....

- (c) Estimating

.....

- (d) Technical management

.....

**9. MANAGEMENT AND CONTROL OF JOINT VENTURE**

- (a) Identify the “managing partner”, if any,

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

.....

.....

.....

.....

- (c) Describe the management structure for the Joint Venture's work under the contract

MANAGEMENT DESIGNATION	FUNCTION	/	NAME	PARTNER*

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**10. PERSONNEL**

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

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

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

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

- (i) Number currently employed by Affirmable Joint Venture Partners

.....

- (ii) Number currently employed by the Joint Venture

.....

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

.....

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

.....

.....

- (e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## 11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

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

.....

.....

.....

.....

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

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

**Signature**.....

Duly authorised to sign on behalf of.....

**Name**.....

**Address**.....

**Telephone**.. ..

**Date**.....

**Signature**.....

Duly authorised to sign on behalf of.....

**Name**.....

**Address**.....

**Telephone**.. ..

**Date**.....

**Signature**.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Duly authorised to sign on behalf of.....

Name.....

Address.....

Telephone.. ..

Date.....

**Signature**.....

Duly authorised to sign on behalf of.....

Name.....

Address.....

Telephone.. ..

Date.....

**Signature**.....

Duly authorised to sign on behalf of.....

Name.....

Address.....

Telephone.. ..

Date.....

**Signature**.....

Duly authorised to sign on behalf of.....

Name.....

Address.....

Telephone.. ..

Date.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**1B. COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

**Section 1: Name of enterprise** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record in the service of the state**

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

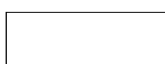
#### Section 7: Record of spouses, children and parents in the service of the state

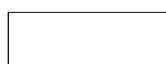
Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any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

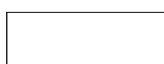
<input type="checkbox"/> a member of any municipal council <input type="checkbox"/> a member of any provincial legislature <input type="checkbox"/> a member of the National Assembly or the National Council of Province <input type="checkbox"/> a member of the board of directors of any municipal entity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

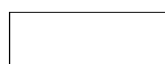
Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

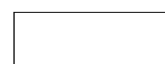
\*insert separate page if necessary

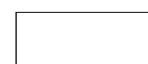
  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2



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

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Enterprise  
name \_\_\_\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

**1C. RECORD OF ADDENDA TO TENDER DOCUMENTS**

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		

Attach additional pages if more space is required.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Enterprise name \_\_\_\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

**1D. PROPOSED AMENDMENTS AND QUALIFICATIONS**

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

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Enterprise  
name \_\_\_\_\_

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**1E. SCHEDULE OF SUBCONTRACTORS**

With regard to Clause 4.4 of the General Conditions of Contract:

The tenderer shall list below at least two (2) special items of work on this Contract on which he intends to subcontract and the names of the subcontractors will be supplied from Winnie Madikizela-Mandela Local Municipality's SMME data base.

We confirm that all Subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	Special Item of Work	Estimated amount of work (R)
1.		
2.		
3.		
4.		

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Enterprise  
name

\_\_\_\_\_

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**1F. SCHEDULE OF PLANT AND EQUIPMENT**

The Tenderer must state below what construction plant of his own will be available to the project. Failure to complete this schedule will be taken to indicate that Tenderer does not have access to adequate plant and equipment. Proof of ownership or hiring shall be attached to ensure adequate completion of this tender document.

ITEM	DESCRIPTION/SIZE/CAPACITY	QUANTITY (No)
<b>OTHER:</b>		
1.		
2.		
3.		

Equipment not owned by the Tenderer must be qualified as hire, on loan, etc.

Signature of Tenderer: .....

Date: .....

**Commissioner of Oaths**

**Official Stamp**

Signature.....

Date.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**1G. SCHEDULE OF TENDERER'S EXPERIENCE (not for Winnie Madikizela-Mandela Local Municipality)**

Tenderers must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer. Copies of completion certificates and/or reference letters to be included

PREVIOUS AND/OR CURRENT PROJECTS UNDERTAKEN				
EMPLOYER	NATURE OF WORK	VALUE OF WORK	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NO.

Signature of Tenderer: .....

Date: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**1H. SCHEDULE OF TENDERER'S EXPERIENCE (for Winnie Madikizela-Mandela Local Municipality)**

Tenderers must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer. Copies of completion certificates and/or reference letters to be included.

PREVIOUS AND/OR CURRENT PROJECTS UNDERTAKEN FOR WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE

Signature of Tenderer: .....

Date: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**11. CONTRACTORS KEY PERSONNEL & DETAILED CV'S (including NQF Qualification)**

The bidder must state below the key management staff he intends using for this contract and attach relevant detailed CV's indicating their previous experience. This information shall be deemed to be material to the adjudication of the Contract.

Failure to complete this Schedule *and provide proof of NQF Qualification* may result in the Tender being non responsive.

POSITION	NAME	BULK EARTHWORKS/LANDFILL MANAGEMENT PROJECT RELATED EXPERIENCE (YEARS)
		GENERAL
Contracts Manager		
Site Agent		
Safety Officer		

Signature of Tenderer: .....

Date: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



# **1J. HEALTH AND SAFETY PLAN**

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the tenderer shall prepare and attach a Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- (1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- (2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
- (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) Site rules and fire and emergency procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The tenderer shall also take into account the additional requirements stated in the Scope of Work when drawing up the Health and Safety Plan for the contract.

**Details of the Health and Safety Plan shall be appended to this Schedule.**

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

Signature of Tenderer: .....

Date: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

# 1K. DETAILED PRELIMINARY PROGRAMME

The Tenderer shall attach a **detailed and realistic preliminary programme** to this page, reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in bar chart format and shall indicate the critical path(s) of the project. In particular, the Tenderer shall indicate the point where he/she intends commencing the work and the direction in which the work will proceed.

The programme shall be in accordance with the information provided in Form 1F: Schedule of Construction, Plant, Form 1L: Schedule of Estimated Monthly Expenditure, the Bill of Quantities, and with all other aspects of the tender documents.

Failure to supply a realistic preliminary programme may prejudice the Tender.

Signature of Tenderer: .....

Date: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**1L. SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE**

The Tenderer shall state his estimated value of the work to be completed every month, based on his preliminary programme and his tender unit rates, in the table below. The amounts for Contingencies, Dayworks and Contract Price Adjustment shall not be included.

MONTH	VALUE (INCLUSIVE OF 15% VAT)	CUMULATIVE VALUE
1		
2		
3		
4		
5		
6		

Signature of Tenderer: .....

Date: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**1M. DETAILED METHODOLOGY**

The Tenderer shall attach a **detailed and realistic methodology** to this page, reflecting the understanding of the works and tempo of execution of the various activities comprising the work for this Contract.

Failure to supply a methodology may prejudice the Tender.

Signature of Tenderer: .....

Date: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**1N: PROOF OF REGISTRATION WITH THE BARGAINING COUNCIL (BCCEI)**

Tenderers must attach to this page, **proof of registration** with the Bargaining Council. Good Standing will be required within 21 days of tender award.

(reference Government Gazette No.37750: All Civil Engineering Contractors on CIDB grading 3CE or higher must be registered with the Bargaining Council for the Civil Engineering Industry and submit proof of registration and good standing as part of Returnable Schedules).

In the case of Joint Ventures, proof must be provided for each partner.

**Note:** Failure to submit proof of valid registration will deem the tender to be Non-Responsive

Signature of Tenderer: .....

Date: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION**
- 2A. CERTIFICATE OF CONTRACTOR REGISTRATION ISSUED BY THE CONSTRUCTION INDUSTRY BOARD (CIDB)**

Please affix copy of CIDB Certificate to this page or write CRS number.

DRAFT

**2B. TAX CLEARANCE REQUIREMENTS (MBD 2)**

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

1. In order to meet this requirement Tenderers are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign Tenderers / individuals who wish to submit Tenders.
2. SARS will then furnish the Tenderer with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the Tender. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the Tender. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In Tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register for this service with SARS through the website [www.sarsefiling.co.za](http://www.sarsefiling.co.za).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**2C. AUDITED FINANCIAL STATEMENTS - WHERE THE TENDERED AMOUNT INCLUSIVE OF VAT EXCEEDS R10 MILLION**

- Audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;
- Certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
- Particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
- A statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**2D. CERTIFICATE OF TENDERER'S VISIT TO THE SITE**

This is to certify that, I .....

representative of (Tenderer) .....

of (address) .....

Telephone number: .....

Fax number: .....

in the company of (Engineer's representative) .....

visited and examined the site on (date) .....

I further certify that I have made myself familiar with all local conditions likely to influence the work and the cost thereof, that I am satisfied with the description of the work and the explanations given by the said Engineer's Representative and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

**TENDERER'S REPRESENTATIVE:** (Signature) .....

(Name) .....

**ENGINEER'S REPRESENTATIVE:** (Signature) .....

(Name) .....

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

**2E. CERTIFICATE OF AUTHORITY FOR SIGNATORY**

Signatory for companies shall confirm their authority thereto by attaching a duly signed and dated copy of the relevant resolution of the boards of directors to this form.

An example is given below:

"By resolution of the board of directors passed at a meeting held on .....

Mr/Mrs ..... , whose signature appears below, has been duly authorised

to sign all documents in connection with the Tender for Contract No ..... and any Contract that may arise there from on behalf of (name of Tenderer in block capitals) .....

.....

**SIGNED ON BEHALF OF THE COMPANY:**

**IN HIS/HER CAPACITY AS:** .....

**DATE:**

**SIGNATURE OF SIGNATORY:** .....

**WITNESSES:** 1. ....

2. ....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## ALTERATIONS BY TENDERER

Should the Tenderer desire to make any departure or modification to the General Conditions of Contract, Special Conditions of Contract, Specifications, Schedule of Quantities or Drawings, or to qualify his Tender in any way, he shall set out his proposals clearly hereunder, or alternatively, state them in a covering letter attached to his Tender and referred to hereunder, failing which the Tender will be deemed to be unqualified.

[illegible]

Signature of Tenderer: .....

Date: .....

**Witness 2**

**2G. SURETY AND BANK DETAILS**

**SURETY DETAILS**

The Surety we intend providing is from .....

Contact Person .....

Contact Telephone numbers .....

Type of Surety .....

**BANK DETAILS**

Bank Name .....

Account Number .....

Account Type .....

Contact Person .....

Tel No. ....

Fax No. ....

Address .....

.....

Signature of Tenderer: .....

Date: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## 2H. COMPANY COMPOSITION

### GENERAL

All information **must** be filled in spaces provided. If additional space is required, additional sheets may be attached. The onus is on the Tenderer to fill in all the information. Failure to do so will result in points being lost under equity. The full company composition is required including HDI and Non-HDI status. The ownership must accumulate to 100%.

[illegible]

Signature of Tenderer: .....

Date:.....

**Witness 2**

21      **DECLARATION OF INTEREST (KINSHIP, RELATIONSHIP WITH WMMLM EMPLOYEE**

DRAFT

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

MBD 4

**(11) DECLARATION OF INTEREST- STATE EMPLOYEES****DECLARATION OF INTEREST**

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

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

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):.....

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. ....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

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

<sup>2</sup> 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2




**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAMES)

.....  
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE MUNICIPALITY MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## 2N: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES MBD 8

### WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY

- 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><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <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><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

**Decommissioning Of Extension 3 Disposal Site: Phase A – Landscaping and Material for MSE Berm**

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**20: CERTIFICATE OF INDEPENDENT BID DETERMINATION****MBD 9**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Municipality / Municipal Entity)

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

I certify, on behalf

of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature 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

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer


\_\_\_\_\_  
Witness 1


\_\_\_\_\_  
Witness 2


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 consortium<sup>3</sup> 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.


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


  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## MBD 6.1

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

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

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

### 1. GENERAL CONDITIONS

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

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

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

*(delete whichever is not applicable for this tender).*

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

80/20                      or                      90/10

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

Where

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

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1
				Witness 2

South African	1.5	3		
Black	1.5	3		
Women	1.75	3.5		
Youth	1.75	3.5		
Leaving with disability	1.75	3.5		
Military Veterans	1.75	3.5		
<b>Total Points Allocated</b>	<b>10</b>	<b>20</b>		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

having to make less favourable arrangements due to such cancellation;

- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

MBD 6.2

## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) 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 Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and targeted 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) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

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

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

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

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

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

- 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 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.resbank.co.za](http://www.resbank.co.za)

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

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

**IN RESPECT OF BID NO.** .....

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

.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.**

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

**SIGNATURE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

**Decommissioning Of Extension 3 Disposal Site: Phase A – Landscaping and Material for MSE Berm****2S: CURRENT COMMITMENTS SCHEDULE**

Employer and Contract Description	Contract Amount	Duration and Completion Date	Consulting Engineer

SIGNATURE: .....  
 (of person authorised to sign on behalf of the Tenderer)

DATE: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**2V: RECORD OF ADDENDA TO TENDER DOCUMENT**

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

ADD №	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

\*Attach additional pages if more space is required.

SIGNATURE: .....  
(of person authorised to sign on behalf of the Tenderer)

DATE: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

# THE CONTRACT

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**PART C1: AGREEMENT AND CONTRACT DATA**

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## C1.1 Form of Offer and Acceptance

### *Decommissioning Of Extension 3 Disposal Site: Phase A – Landscaping and Material for MSE Berm*

#### Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

- Part C1: Agreements and contract data (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work
- Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules, as well as any changes to the terms of the offer agreed by the tenderer and the employer during the process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall, within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature(s) .....  
 Name(s) .....  
 Capacity .....

**for the**

**Employer** Winnie Madikizela-Mandela Local Municipality  
 Infrastructure Directorate  
 51 Winnie Madikizela Street  
 Bizana  
 4800

Name and  
 signature  
 of witness .....

Date .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## Schedule of Deviations

### Notes:

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

1 Subject .....  
Details .....

2 Subject .....  
Details .....

3 Subject .....  
Details .....

4 Subject .....  
Details .....

**ONLY TO BE COMPLETED AT ACCEPTANCE STAGE**

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## For the Tenderer:

Signature(s)

Name(s)

Capacity

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

## For the Employer:

Signature(s)

Name(s)

Capacity

(Name and address of organization) Winnie Madikizela-Mandela Local Municipality  
Infrastructure Directorate  
Operations and Maintenance  
135 Winnie Madikizela  
Flagstaff  
4810

Name &  
signature of  
witness

Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## Confirmation of Receipt

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

the .....(day)

of.....(month)

20..... (year)

at.....(place)

For the Contractor:

.....  
Signature

.....  
Name

.....  
Capacity

Signature and name of witness:

.....  
Signature

.....  
Name

.....  
Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

## C1.2 Contract Data

### Part 1: Data provided by the Employer

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, is applicable to this Contract and is obtained from [www.saice.org.za](http://www.saice.org.za).

The pro-formas bound with the General Conditions of Contract for Construction Works, Third Edition, 2015, shall not apply to this Contract and shall be replaced with the documentation bound into this document.

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

Where reference is made to the standard specifications in this contract, it shall mean the South African Bureau of Standards (SABS). The following shall apply:

SABS 1200 A	:	General
SABS 1200 C	:	Site Clearance
SABS 1200 LE	:	Stormwater Drainage
SABS 1200 MM	:	Ancillary Roadworks

Clause	Data
1.1	The terms Client, Principal Contractor, Contractor and Designer, as used in the Occupational Health and Safety Act – Construction Regulations are synonymous with the terms Employer, Contractor, Sub-Contractor and Engineer as defined in Clause 1.1 of the GCC 2015.
1.1.1.13	The Defects Liability Period is 365 days [measured from the date of the Certificate of Completion].
1.1.1.14	The time for achieving Practical Completion is <b>3 Months (tenderer to state the time for completion)</b> , inclusive of the 14 day period referred to in Clause 5.3.2 below, and inclusive of non-working days and the year-end breaks referred to in Clause 5.8.1 below, but exclusive of special non-working days (Clause 5.8.1).
1.1.1.15	The Employer is <b>Winnie Madikizela-Mandela Local Municipality</b> .

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



1.1.1.16	<p>The Employer's Agent is <b>Ziinzame Consulting Engineers (Pty) Ltd</b>, also referred to in the Contract as "ZCE"</p> <p>The Employer's Agent's address for receipt of communications is:</p> <p>Physical address: 25 Falcon Avenue, Southernwood Mthatha 5100</p> <p>Postal Address: Private Bag X 6043, Mthatha 5100</p> <p>Tel No: 047 531 0269 e-mail: <a href="mailto:admin@ziinzame.co.za">admin@ziinzame.co.za</a></p>
1.1.1.26	<p>The Pricing Strategy means the strategy stated in the contract Data which is adopted to secure prices and remunerate the Contract in terms of the contract.</p>
1.1.1.35	<p><b>"Drawings"</b> means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Engineer or delivered to the Contractor by the Engineer.</p>
1.1.1.36	<p><b>Letter of Notification</b> 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. The notification of the decision does not form part of the Employer's Acceptance of the successful tenderer's Offer and no rights shall accrue.</p>
1.2.1.2	<p>The Employer's address for receipt of communications is:</p> <p>Postal address: 51 Winnie Madikizela Bizana 4800 Tel: (039) 251 0230 Fax: (039) 251 0917 <b>Contact Mr V. Nontanda</b></p>
1.3.2	<p>The governing law is the law of the republic of South Africa.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.4.1	<p>“in the event of any ambiguity, conflict or discrepancy between the various contract documents, lists and schedules, the order of precedence (from highest to lowest) shall be as follows:</p> <ul style="list-style-type: none"> <li>• The form of offer and acceptance</li> <li>• Contract forms</li> <li>• The contract data</li> <li>• General conditions of contract (GCC 2015 ) 3<sup>rd</sup> Edition</li> <li>• Scope of Work</li> <li>• SABS 1200</li> <li>• Site Information</li> <li>• Construction drawings</li> <li>• Bill of quantities</li> <li>• The returnable schedules</li> </ul>
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> <ol style="list-style-type: none"> <li>1 Clause 6.3: Variations (where total variations exceed the contingency sum)</li> <li>2 Clause 5.12: Extension of Time for Practical Completion <ul style="list-style-type: none"> <li>- Certify additional costs/expenditure</li> <li>- Taking over of the Works</li> </ul> </li> </ol>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.1.3	<p>The Engineer shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract: GCC 2015 3<sup>rd</sup> Edition</p> <ol style="list-style-type: none"> <li>1. Clause 3.3.1 Nomination of Engineer's Representative</li> <li>2. Clause 3.3.4 Engineer's authority to delegate</li> <li>3. Clause 4.7.1 Dealing with fossils</li> <li>4. Clause 5.8.1 Non-working times</li> <li>5. Clause 5.11.1 Suspension of the Works</li> <li>6. Clause 5.12.1 Approval of any extension of time for completion</li> <li>7. Clause 5.12.4 Acceleration of progress instead of extension of time</li> <li>8. Clause 5.13.2 Reduction of a penalty for delay</li> <li>9. Clause 6.3.2 The issuing of variation orders</li> <li>10. Clause 6.8.4 The Subsequent changes in legislation</li> <li>11. Clause 6.11 The Variations exceeding 15 per cent</li> <li>12. Clause 10.1.5 Engineer's ruling of Contractor's claim</li> <li>13. Clause 7.5.5 and 7.6.22 Authorising the contractor to repair and make good, expected risk</li> </ol>
3.1.4	<i>Delete the last sentence of the Clause</i>
3.2.4	"the time limit for referring the matter to the Engineer by the Contractor shall be twenty one (21) days after the decision in question was given by the engineer's representative"

Contractor

Witness 1


Witness 2


Employer


Witness 1


Witness 2


4.3.3	<p>“The Employer and the Contractor hereby agree, in terms of the provisions of section 37 (2) of the Occupational Health &amp; Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as ‘the Act’) that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:</p> <ul style="list-style-type: none"> <li>(a) The Contractor undertakes that the appropriate officials and employees of the Contractor will fully acquaint themselves with all relevant provisions of the Act and the Regulations promulgated in terms of the Act;</li> <li>(b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with;</li> <li>(c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations, and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations, and prohibitions; with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations;</li> <li>(d) The Contractor agrees that any duly authorised official of the Employer shall be entitled to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records or Safety Plans held by the Contractor;</li> <li>(e) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge;</li> <li>(f) The Contractor shall furthermore, in compliance with the Construction Regulations of 2003 (Notice No. R1010, dated 18 July 2003) to the Act: <ul style="list-style-type: none"> <li>(i) Acquaint himself with the requirements of the Employer’s health and safety Specification as laid down in regulation 4(1)(a) of the Construction Regulation of 2003, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation of 2003 for approval by the Employer or his assigned agent. The Contractor’s health and safety plan and risk assessment shall be submitted to the employer for approval within 14 days from the date of the Letter of Acceptance and shall be implemented and maintained from the Commencement of the Works.</li> <li>(ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2003, to monitor that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with requirements of these Regulations shall entitle the Engineer, at the request of the Employer or his Agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, such time as the Employer or his Agents are satisfied that the issues in which the Contractor has been in default have been rectified.”</li> </ul> </li> </ul>
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Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

4.4.3	<p>1 All specialists' merchants, tradesmen and others executing any work or supplying any goods for which provisional or prime cost sums are provided in the Schedule of Quantities and who are selected for this purpose by the Contractor and the Employer as specified hereafter, shall in the execution of such work be subcontractors of the Contractor and are herein referred to as "Selected Subcontractors".</p> <p>2 The contractual relationship between the Contractor and the selected sub-contractor shall be the same as those which normally apply between contractors and ordinary subcontractors as specified inter alia in clause 3 hereafter.</p> <p>3 Unless another procedure is specified in the Special Conditions of Contract, the procurement of Selected Subcontractors by the Contractor is to be carried out using the legislated Standard Conditions of Tender (as published and amended from time to time by the Construction Industry Development Board).</p> <p>It is intended that the Subcontract Agreement and Provisions of Subcontract Third Edition (2003) Incorporating General Conditions of Sub Contract 2003 for use in accordance with Subcontractors Works of Civil Engineering Construction as provided by the South African Federation of Civil Engineering Contractors be used as the basis of the subcontract between the Contractor and each selected subcontractor</p> <p>The Contractor shall incorporate in the subcontract provisions that:</p> <p>(a) In respect of the work of the goods that are subject of the subcontract the Selected Subcontractor undertakes to the Contractor <i>mutatis mutandis</i> the obligations and liabilities as are imposed upon the Contractor to the Employer in terms of the Contract, and hold the Contractor harmless from and indemnifies him against the same and in respect of all claims, demands, lawsuits, damages, costs, charges and expenses whatsoever arising out of or in connection therewith, or arising out or in connection with any failure to perform such obligations or to fulfil such liabilities, and</p> <p>(b) the Selected Subcontractors hold the Contractor harmless from and indemnifies him against:</p> <p>(i) shortcomings in the subcontract works if and where the works were designed by the Selected Subcontractor;</p> <p>(ii) defects in the goods if and where the goods were manufactured and/or supplied by the Selected Subcontractor;</p> <p>(iii) any negligence by the Selected Subcontractor; his agents, workmen and servants:</p> <p>(iv) any misuse by the Selected Subcontractor of any Construction Plant, Temporary Works or materials provided by the Contractor for the purposes of the Contract; and</p> <p>(v) any claims as aforesaid</p> <p>(c) entitles him to pay direct to local and other labourers all payments the selected subcontractor has failed to make to any local and other labourers and to deduct, by way of settlement, the amounts paid by the Contractor from money owing to or that may become owing to selected subcontractor.</p>
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5.3.1	<p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> <li>- Health and Safety Plan (Refer to Clause 4.3)</li> <li>- Initial programme (Refer to Clause 5.6)</li> <li>- Security (Refer to Clause 6.2)</li> <li>- Insurance (Refer to Clause 8.6)</li> <li>- Cash flow projection</li> <li>- Agreement of Indemnity in Terms of Occupational Health and Safety Act 1993</li> </ul>
5.3.2	<p>The time to submit the documentation required before commencement with the Works execution is 14 days of receipt of the signed Form of Offer and Acceptance.</p> <p>The commencement of the works shall be subject to the approval required in terms of the applicable Construction Regulations, as detailed in clause 1.1.1.14.</p>
5.4.4	<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. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purposes of the Works.”</p>
5.8.1	<p>The non-working days are Sundays.</p> <p>The special non-working days are:</p> <ol style="list-style-type: none"> <li>(1) All gazetted public holidays falling outside the year end break.</li> <li>(2) The year end break commencing on 15 December and ending on 5 January</li> </ol>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5.12.2.2	<p>No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed in accordance with the provisions of Clause 5.12.</p> <p>The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work.</p> <table border="0"> <tr><td>January</td><td>4 days</td></tr> <tr><td>February</td><td>4 days</td></tr> <tr><td>March</td><td>4 days</td></tr> <tr><td>April</td><td>4 days</td></tr> <tr><td>May</td><td>4 days</td></tr> <tr><td>June</td><td>2 days</td></tr> <tr><td>July</td><td>2 days</td></tr> <tr><td>August</td><td>2 days</td></tr> <tr><td>September</td><td>2 days</td></tr> <tr><td>October</td><td>4 days</td></tr> <tr><td>November</td><td>4 days</td></tr> <tr><td>December</td><td>4 days</td></tr> </table>	January	4 days	February	4 days	March	4 days	April	4 days	May	4 days	June	2 days	July	2 days	August	2 days	September	2 days	October	4 days	November	4 days	December	4 days
January	4 days																								
February	4 days																								
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August	2 days																								
September	2 days																								
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November	4 days																								
December	4 days																								
	<p>Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced.</p> <p>It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.</p>																								
5.13.1	<p>The penalty for failing to complete the Works is <b>R1000.00</b> per day per day up to a limit of 30 normal working day, upon which automatic termination may be effected by the Employer.</p> <p>A fixed penalty of <b>R 500</b> per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of Section 1500 of the Standard Specifications and Section B1500 of the Scope of Works.</p> <p>In addition a time-related penalty of <b>R 300</b> per day over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after an instruction to this effect has been given by the Engineer. The Engineer's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.</p>																								
5.16.3	The latent defect period is 10 years.																								
6.5.1.2.3	The percentage allowances to cover all overhead charges is up to 10%																								

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

6.2.1	The security to be provided by the Contractor shall be a performance guarantee of <b>10%</b> of the Contract Sum. The performance guarantee shall contain the wording of the document included in C1.3. In the event that the contractor is unable to provide such a guarantee, a deduction of 10% shall be made to each payment certificate payable to the contractor with the accumulated amount paid out upon achieving Completion.
6.8.2	Contract Price Adjustment <b>is not</b> applicable in this contract.
6.8.3	"Special materials (such as steel products) shall be considered with supporting documentary evidence. Details of special materials are indicated in the Contract Data."
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80 %.
6.10.2	"Payment to the Contractor for any materials on site shall only be authorized after proof of ownership by the Contractor has been lodged with the Employer's Agent in the form of receipted invoices or other acceptable documents, or if ownership is ceded to the Employer."
6.10.3	The percentage retention on the amounts due to the Contractor is 10% on each payment. The limit on retention is: 5% of the Contract Price, if a Performance Guarantee is provided, and valid and 10 % of the Contract Price, if a Performance Guarantee is not provided and.
6.10.4	<i>Add the following to clause 6.10.4:</i>  Notwithstanding the above, the Engineer shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report as described in the Scope of Work.
8.2.1	<p>"The Contractor shall protect the Works properly and shall so arrange his operations that the minimum danger and inconvenience are caused to the public and to vehicle and pedestrian traffic. For this purpose he shall, inter alia, provide and maintain sufficient road traffic signs, lights, barricades, fencing and guarding as may be necessary or required by the Engineer or by any act, regulation or statutory authorities.</p> <p>All operations required in connection with the execution and completion of the Works shall, as far as the provisions of the Contract permit, not unnecessarily or in any improper manner encroach upon the use of public roads or upon access to private property, and the Contractor hereby indemnifies the Employer against any claims, demand, damage and costs that may arise in this regard.</p> <p>Compensation for such obligations shall be included in the Contractor's prices for provisional and general costs, except in as far as provision is made in the specifications for payment in respect of specific items pertaining to these obligations."</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



8.6.1.1.2	The value of plant and materials supplied by the Employer to be included in the insurance sum is zero (R0.00)
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is zero (0.00) rand.
8.6.1.3	The limit of indemnity for liability insurance is R 10 000 000 for any single claim - the number of claims to be unlimited during the construction and Defects Liability period.
8.6.1.5	In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required: - All Risk Insurance - The insurance of materials on site is necessary.
8.6.1.6	"Where the contract involves manufacturing and/or fabrication of the Works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the Works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such Works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's policies of insurance."
9.2.1.3.8	The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.
9.2.1.3.9	An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.
10	"Dispute resolution shall initially be by means of ad-hoc adjudication as per Clause 10.5.2. Should adjudication not be successful, then the dispute shall be referred to Arbitration under the provisions of Clause 10.7.1."
10.4.1	The parties may at time agree to settle disputes with the help of an impartial third party
10.5.3	The number of Adjudication Board Members to be appointed is one (1).
	<b>Variations to the Conditions of Contract are:</b>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4.4.2	<p><i>Add the following to Clause 4.4.2 after the last sentence:</i></p> <p>"The Contractor shall not subcontract any part of the Contract without the prior written consent of the Employer's Agent, which consent shall not be unreasonably withheld. A Subcontractor within the jurisdiction of Winnie Madikizela-Mandela Local Municipality shall be appointed by the Contractor subject to meeting the requirements of the Client."</p>
4.5.4	<p><i>Replace the contents of Clause 4.5.4 with</i></p> <p>"For this contract he fees, taxes, levies and other charges to be paid by the Contractor in terms of sub-clause 4.5.1.1 will not be refunded by the Employer. The cost thereof shall be deemed to be included in the prices tendered for relevant items in the Bill of Quantities".</p>
5.3.3	<p>Time to instruct commencement of the Works</p> <p><i>Add the following to Clause 5.3.3 after the last sentence:</i></p> <p>"The Contractor shall not commence working until they have an approved project specific health and safety plan in terms of the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 and complied with the initial requirements thereof."</p>
5.12	<p><i>Add the following:</i></p> <p>"In the case of an additional public holiday declared by the State President, a claim for the cost of temporary or hourly-paid workers who would have been actively engaged in the construction work had the day not been declared a public holiday, will be considered by the Employer. Except for proven extra cost, claims for standing time of plant and equipment will not be considered as the cost thereof is deemed to be included in the Contractor's provisional and general items."</p>
5.12.2	<p><i>Replace sub-clause 5.12.2.4 with the following:</i></p> <p>"Any disruption of labour on a regional or national level due to political unrest, organised mass action or related incidents which is considered to be beyond the Contractor's control.</p> <p>Any strike within the confines of the Contractor's company, which may affect this project, will be deemed to be within the Contractor's control."</p>
5.14.1	<p>Practical Completion</p> <p><i>Replace the last sentence of the second paragraph:</i></p> <p>"Should the Employer's Agent ... on the Due Completion Date."</p> <p><i>with the following:</i></p> <p>"Should the Employer's Agent not issue such a list within 14 days, Practical Completion shall be deemed to have been achieved on the said fourteenth day."</p>
5.14.2	<p>Issue of Certificate of Practical Completion</p> <p><i>Replace "the Employer's Agent" in the second line with the following:</i></p> <p>", the Contractor shall notify the Employer's Agent, who shall inspect the Works and the Employer's Agent"</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5.14.4	<p>Certificate of Completion</p> <p><i>Replace "the Employer's Agent" in the second and third line of the first paragraph with:</i></p> <p>" , the Contractor shall notify the Employer's Agent, who shall inspect the works and the Employer's Agent"</p>
6.10.4	<p>Delivery, dissatisfaction with and payment of payment certificate</p> <p><i>Replace "28 days" in the seventh line with "30 days".</i></p>
6.11	<p>Variations exceeding 15 per cent</p> <p><i>Replace "15 per cent" in the heading, the marginal heading and the tenth line with "20 per cent".</i></p>
<p>Add the following clause:</p> <p>6.12</p>	<p><u>Payment for the labour-intensive component of the works:</u> Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p> <p><u>Contractor's default in payment to labourers and employees:</u> Any dispute between the Contractor and Labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.</p> <p>The Employer may, upon the Contractor defaulting payment, pays the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.</p> <p><u>Applicable labour laws:</u> 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 N° R63 of 25 January 2002, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</p>
<p>Add the following sub-clause:</p> <p>10.5.4</p>	<p>The decision of the Adjudicator shall be enforceable with immediate effect as a matter of contractual obligation between the parties. However, if the dispute is still unresolved after Adjudication, the matter shall be referred to arbitration or court proceedings, whichever is applicable in terms of the contract.</p>

**Clause 42: The additional clauses to the General Conditions of Contract are:**

- EPWP construction

#### **CLAUSES APPLICABLE TO EPWP CONTRACTS**

##### **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 in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## Applicable labour laws

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 N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

## 1 Introduction

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.

1.2 In this document -

- (a) "department" means any department of the State, implementing agent or contractor;
- (b) "employer" means any department, implementing agency or contractor that hires workers to work in elementary occupations on a 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;
- (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.

## 2 Terms of Work

2.1 Workers on a SPWP are employed on a temporary basis.

2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.

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.

## 3 Normal Hours of Work

3.1 An employer may not set tasks or hours of work that require a worker to work-

- (a) More than forty hours in any week
- (b) On more than five days in any week; and
- (c) For more than eight hours on any day.

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.

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.

## 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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 payday.

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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 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 months' 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 or sibling.

## 12 Statement of Conditions

12.1 An employer must give a worker a statement containing the following details at the start of employment -

- (a) The employer's name and address and the name of the 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.

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

12.3 An employer must supply each worker with a copy of these conditions of employment.

## 13 Keeping Records

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

13.1 Every employer must keep a written record of at least the following -

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

13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

#### 14 Payment

14.1 An employer must pay all wages at least monthly into a bank account.

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

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.

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

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

14.6 Payment in cash or by cheque must take place -

- (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.

14.7 An employer must give a worker the following information in writing -

- (a) The period for which payment is made;
- (b) The numbers of tasks completed or hours worked;
- (c) The worker's earnings;
- (d) Any money deducted from the payment;
- (e) The actual amount paid to the worker.

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

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.

14.10 Payment will be not be made to contractor, unless monthly report reflects time and number of labour utilized on site as per Labour Intensive Requirement

#### 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
- (f) Pay the employer or any other person for having been employed.

#### 16 Health and Safety

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

## **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.

## **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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**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](http://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 is: Address (physical): ..... Address (postal): ..... Telephone: ..... Facsimile: ..... e-mail: .....								
1.1.1.14	The time for achieving Practical Completion is as stipulated under Part C3.1A, Clause 8.								
6.2.1	The security to be provided by the Contractor shall be one of the following: <table border="1"> <thead> <tr> <th>Type of security</th><th>Contractor's Choice. Indicate "Yes" or "No"</th></tr> </thead> <tbody> <tr> <td>Deduction of 10% of the contract sum incl. VAT from the 1<sup>st</sup> certificate</td><td></td></tr> <tr> <td>Cash deposit of 10% of the Contract Sum plus retention of .....% of the value of the Works.</td><td></td></tr> <tr> <td>Fixed Performance guarantee of .10% of the Contract Sum plus retention of 10% of the value of the Works.</td><td></td></tr> </tbody> </table>	Type of security	Contractor's Choice. Indicate "Yes" or "No"	Deduction of 10% of the contract sum incl. VAT from the 1 <sup>st</sup> certificate		Cash deposit of 10% of the Contract Sum plus retention of .....% of the value of the Works.		Fixed Performance guarantee of .10% of the Contract Sum plus retention of 10% of the value of the Works.	
Type of security	Contractor's Choice. Indicate "Yes" or "No"								
Deduction of 10% of the contract sum incl. VAT from the 1 <sup>st</sup> certificate									
Cash deposit of 10% of the Contract Sum plus retention of .....% of the value of the Works.									
Fixed Performance guarantee of .10% of the Contract Sum plus retention of 10% of the value of the Works.									
6.5.1.2.3	The percentage allowance to cover overhead charges is..... %.								

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## Decommissioning Of Extension 3 Disposal Site: Phase A – Landscaping and Material for MSE Berm

## C 1.5 FORM 1: OVERALL PROJECT WORKER SCHEDULE

## BENEFICIARY LIST

Name of Contractor  
Project Name  
Project Number  
Month:

Youth = 35yrs and less

Number of workers	Surname	Initials	Name	ID Number	Date of Birth	Male/Female	Has Disability (Y?N)	Is Youth (Y/N)	Education Level*	Date Start	Contact Number
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Signature of CLO

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contractor Name  
Period  
Project Number  
Month:

[illegible]

Signature of Contractor to verify accuracy

Signature of Contractor for receipt of monies

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\_\_\_\_\_

11/11/2019

11/11/2019

11/11/2019

11

**Witness 2**

C 1.7 FORM 3: DAILY SITE ATTENDANCE REGISTER FORM

DAILY SITE ATTENDANCE REGISTER

Name of Contractor  
Project Name

Project Number  
Month:

1 = At Work  
SL = Sick Leave

A = Absent  
P = Public Holiday

L = Leave  
2 = Training

SC = Site Closed

Validation: Cannot  
be more than 23  
days per person per  
month.

	Surname	Initials	ID Number	Birth Date	Rate per day ( R )	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total Work days	Total Training Days	Total work days & training days
1																																							
2																																							
3																																							
4																																							
5																																							
6																																							
7																																							
8																																							
9																																							
10																																							
11																																							
12																																							
13																																							
14																																							
15																																							
15	TOTALS																																						

Signature of CLO

Week 1: Signature of Contractor

Week 2: Signature of Contractor

Week 3: Signature of Contractor

Week 1-2: Signature of Contractor Organisation

Validation:

Total work days0

Total training days0

Total work days + training days0

Variance0

Variance must be 0

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DRAFT

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## C 1.8 FORM 4: LABOUR MONTHLY SUMMARY SHEET

## LABOUR MONTHLY SUMMARY SHEET

Name of Contractor  
Project Name  
Project Number  
Applicable Month

No of Working Days: Maximum including training = 23 days per month

Number of workers	Surname	Initials	First Name	ID Number	Birth Date	(M)ale / (F)emale	(D)isabled	Rate per day	Number of days worked this month	Number of training days this month	Total amount paid to beneficiary	Course name	Course Code
1											0		
2											0		
3											0		
4											0		
5											0		
6											0		
7											0		
8											0		
9											0		
10											0		
11											0		
12											0		
13											0		
14											0		
15											0		
16											0		
17											0		
18											0		
19											0		
20											0		
20	Totals for month									0	0	0	

Signature Consultant

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C1.9 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF  
OCCUPATIONAL HEALTH AND SAFETY ACT 1993 (ACT No 85 OF 1993 AS UPDATED IN  
GOV. GAZETTE 7721 OF 18 JULY 2003)**

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

An example is given below:

“By resolution of the Board of Directors passed at a meeting held on .....

Mr/Ms.....whose signature appears

below, has been duly authorised to sign the AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH  
AND SAFETY ACT 1993 (ACT 85 OF 1993 as updated) on behalf

of.....

SIGNED ON BEHALF OF THE COMPANY:.....

IN HIS/HER CAPACITY AS:.....

DATE:.....

SIGNATURE OF SIGNATORY:.....

WITNESS: 1..... 2.....

NAME (IN CAPITALS) 1..... 2.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**C1.10 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993  
(ACT No. 85 OF 1993, AS UPDATED IN GOVERNMENT GAZETTE 7721 OF 18 JULY 2003)**

THIS AGREEMENT is made at .....on this the..... day  
of.....in the year..... between

the WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY

(hereinafter called "the Employer") of the one part, herein represented by

.....in his/her capacity as .....

and delegate of the Employer in terms of the Employer's standard powers of delegation pursuant to the provisions of Act No 7 of 1998.

and .....

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

.....in his/her capacity as .....

and being duly authorised by virtue of a resolution appended hereto as Annexure A.

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

**CONTRACT No: DECOMMISSIONING OF EXTENSION 3 DISPOSAL SITE: PHASE A – LANDSCAPING AND MATERIAL FOR MSE BERM....CON** and has accepted a tender by the Mandatory for the construction, completion & maintenance of such works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993 as updated);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the contract documents pertaining to this contract.
- 2 This Agreement shall hold good from its commencement date, which shall be the date determined under Subclause 5.4.1 of the Contract Data, to either;
  - a) the date of the final certificate issued in terms of Subclause 5.16.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"), or
  - b) the date of termination of the Contract in terms of Subclause 9.2.1 of the GCC.
- 3 The Mandatory declares himself/herself to be conversant with the following:-



Contractor



Witness 1



Witness 2



Employer



Witness 1





Witness 2


- a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993 as updated), 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) Sub-section 37(2) relating to the purpose and meaning of this Agreement.
- b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his/her sub contractors.
- 4 In addition to the requirements of Clause 8.2 of the GCC (as amended by the Contract Data contained in Volume 3 of the contract documents pertaining to this Contract) 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 utilize all machinery, plant and equipment in accordance with The Act.
- 5 The mandatory is responsible for the compliance with the Act by all his/her sub-contractors, whether or not selected and/or approved by the Employer.
6. The mandatory warrants that all his/her own and his/her sub-contractors workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such workmen are present on site. A 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/her 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 enquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the mandatory and/or his/her employees and/or his/her sub-contractors.


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


  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

NAME (IN CAPITALS)1..... 2.....

**Witness 2**

**C1.11 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, ENVIRONMENTAL CONSERVATION ACT AND ENVIRONMENTAL MANAGEMENT ACT**

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

An example is given below:

“By resolution of the Board of Directors passed at a meeting held on....., Mr./Ms ..... whose signature appears below, has been duly authorised to sign the AGREEMENT IN TERMS OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, ENVIRONMENTAL CONSERVATION ACT AND ENVIRONMENTAL MANAGEMENT ACT on behalf of..... (the Contractor)

SIGNED ON BEHALF OF THE COMPANY .....

IN HIS/HER CAPACITY AS .....

DATE .....

SIGNATURE OF SIGNATORY .....

Witness .....Witness .....

Name .....Name .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C1.12 AGREEMENT IN TERMS OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA,  
ENVIRONMENTAL CONSERVATION ACT AND ENVIRONMENTAL MANAGEMENT ACT**

THIS AGREEMENT made at.....

On this the ..... day of ..... in the year.....

Between the in WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY (hereinafter called “the Employer”) of the one part,

herein represented by ..... in his/her capacity as .....

and delegate of the Employer in terms of the Employer’s standard powers of delegation

and.....

(hereinafter called “the Mandatory”) of the other part,

herein represented by ..... in his/her capacity as .....

and being duly authorised by virtue of a resolution appended hereto as Annexure B;

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

**CONTRACT NO.: DECOMMISSIONING OF EXTENSION 3 DISPOSAL SITE: PHASE A – LANDSCAPING AND MATERIAL FOR MSE BERM: MBIZLM.....CON** and has accepted a tender by the Mandatory for the construction, completion & maintenance of such works, and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Constitution of the Republic of South Africa, the Environmental Conservation Act and the Environmental Management Act;

NOW THEREFORE THIS AGREEMENT WITNESSES 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 determined under Subclause 5.4.1 of the Contract Data to either:
  - a) the date of the final certificate issued in terms of Subclause 5.16.1 of the General Conditions of Contract (hereinafter referred to as “the GCC”), as contained in this volume of the contract documents pertaining to this Contract, or
  - b) the date of termination of the Contract in terms of Subclause 9.2.1 of the GCC.
3. The Mandatory declares himself/herself to be conversant with the following:-

All the requirements, regulations and standards of Section 24 of the Constitution of the Republic of South Africa (Act No 108 of 1996)<sup>2</sup> \* the Environmental Conservation Act (Act No 73 of 1989) and the National Environmental Management Act (Act No 107 of 1998), hereinafter referred to as “The Act”, together with its amendments of The Act.

  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

4. In addition to the requirements of Clause 8.2 of the GCC (as amended in the Contract Data contained in Volume 3 of the contract documentation pertaining to this Contract) 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 utilize all machinery, plant and equipment in accordance with an Environmental Management Plan.
5. The Mandatory is responsible for the compliance with the Act and Environmental Management Plan by all his/her sub-contractors, whether or not selected and/or approved by the Employer.

\* Refer to note <sup>2</sup> overleaf for Section 24 of the Constitution.

<sup>2</sup>Environment: Extract from Section 24 of the Constitution of the Republic of South Africa.

24. Everyone has the right -
- (a) to an environment that is not harmful to their health or well-being; and
  - (b) to have the environment protected, for the benefit of present and future generations, through reasonable legislative and other measures that –
    - (i) prevent pollution and ecological degradation;
    - (ii) promote conservation; and
    - (iii) secure ecologically sustainable development and use of natural resources while promoting justifiable economic and social development.

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

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:.....

WITNESS: 1..... 2.....


NAME (IN CAPITALS)1..... 2.....


SIGNED FOR AND ON BEHALF OF THE MANDATORY:.....


WITNESS: 1..... 2.....


NAME (IN CAPITALS)1..... 2.....


  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

**PART C2: PRICING INSTRUCTIONS**

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## C2.1 PRICING INSTRUCTIONS

- 1) The Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 2) The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill. Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 3) Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4) Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5) The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
- 6) An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

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

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

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

Quantity: The number of units of work for each item

Rate: The payment per unit of work at which the Tenderer tenders to do the work

Amount: The quantity of an item multiplied by the tendered rate of the (same) item

Sum: An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

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

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

- 10) Expanded Public Works Programme (EPWP) Implications

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Those parts of the contract to be constructed using labour-intensive methods have been marked in the Schedule of Quantities or Bill of Quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

- 11) The cost of all samples and tests as may be required to ascertain and check the quality of materials and workmanship or any part of the works are deemed to be included in the relevant rates in the Bill of Quantities. The Contractor shall at his/her own expense take levels and prepare cross sections as required for the measurement and computation of excavation and fill quantities etc.
- 12) Value Added Tax (VAT) shall not be included in the individual rates but is to be added as a total at the end of the summary.
- 13) All materials to be provided by the Contractor will be SABS, ISO or JASWIC approved where such a specification exists, whether specifically stated in the schedule or not.
- 14) Where a particular make of item is specified, the words "or similar approved" shall mean approval by the Engineer in writing.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C2.2 Bill of Quantities

**NB** The BOQ must be completed in full using BLACK INK and the summary sheet completed and signed.

BILL OF QUANTITIES ISSUED SEPERATELY- TO BE BOUND INTO THE DOCUMENT  
IN THIS SPACE

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## BILL OF QUANTITIES

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**PART C3: SCOPE OF WORK**

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

### 3.1: DESCRIPTION OF THE WORKS

#### C3.1 Description of the Works

The Decommissioning of Extension 3 Disposal Site: Phase A – Landscaping and Material for MSE Berm marks a significant step in the rehabilitation process of the site which forms part of the decommissioning process of the site. Key activities in this phase focuses on the restoration and landscaping efforts aimed at stabilizing the area whilst ensuring environmental compliance, and the supply, deliver, purchase and stockpile of materials for the Mechanically Stabilized Earth (MSE) berm, which will serve as an integral part of the site's structural and ecological rehabilitation. This project is crucial for enhancing safety, managing site closure effectively, and promoting long-term environmental sustainability.

#### Scope of Works

- Supply, deliver, and plant a 290m single-row hedge along the boundary perimeter.
- Supply, deliver, and plant 4 550m<sup>2</sup> of grass.
- Supply, deliver, and plant 30 trees along the boundary perimeter
- Supply, deliver, compact and lay 50m<sup>3</sup> of local topsoil.
- Relocate, repair, paint, and reset 8 existing concrete manhole “O” rings
- Supply, deliver, and plant vegetable seedlings in 8 concrete manhole “O” rings.
- Supply, deliver, and install a 3m x 6m prefab building near the existing guardhouse.
- Construction of base slab (5m x 8m) for the prefab building.
- Supply, deliver, and install a prefab toilet unit and a 2 500-litre septic tank
- Strip 250mm of existing access road 1 000m<sup>2</sup>, supply, deliver, lay, and compact G2 and G5 road base stabilised material (95% Mod AASHTO).
- Supply, transport, deliver and stockpile G5 material from a commercial source to site.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

a. General requirements

- I. The method of loading, transport, placement and compaction of waste will be described in the Contractor's action plan and the various types of equipment to be used will be specified. Off Road transport vehicles may be used on the landfill site;
- II. The Contractor shall be seen to be working according to the approved Action Plan and designs;
- III. All plant used on the Landfill shall be suitable for the prevailing conditions, prevailing road conditions, of adequately rated capacity, in good working condition, and shall be so designed and constructed to cause a minimum of dust, noise and air pollution;
- IV. Properly qualified/trained and experienced operators shall operate the plant. Proof of competence of operators must be submitted to the Engineer for approval;
- V. In the event of a breakdown occurring, the Contractor shall be capable of calling upon such backup plant as is necessary to ensure the continued fulfilment of contract obligations;
- VI. The Contractor shall submit with his tender, a description of his proposed plant complement, as well as a description of his backup or breakdown equipment and workshop facilities;
- VII. Actual volumes (surveyed) for moving of waste will be determined monthly, from which the payment certificate will be compiled.

1. **Action Plan**

The Contractor is required to outline his intentions regarding the works. Detail shall be submitted on what is proposed in terms of loading, transporting, placing, and Landscaping. Furthermore, any environmental control measures envisaged shall be detailed.

This Action Plan will become a working document for the successful Contractor.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**PARTICULAR SPECIFICATION:**

**PSEB 1: Scope**

**PSEB 1.1: Unloading**

Before off-loading on site, the Contractor must ensure that the off-loading equipment is adequate for handling the prefab structures without any risk of damaging them. The area where the prefab structures and materials are to be off loaded and stored are to be smooth, levelled well-drained surface, free of rocks or any other protrusions which may damage the product.

After off-loading, the Contractor shall conduct a surface observation of all rolls for defects and for damage. This inspection shall be conducted without unrolling rolls unless defects or damages are found or suspected. The Contractor shall inform the Engineer and the manufacturer of any defects or damages. Repairs shall be made subject to approval by the Engineer, otherwise damaged rolls shall be replaced at the Contractor's cost.

**PSEB 1.2: Storage**

A designated storage area shall be established in a location such that on-site transportation and handling are minimised. The storage area should be protected from theft, vandalism, passage of vehicles, and be adjacent to the area where installation will take place.

**PSEB 1.3: Testing**

The Contractor shall supply with his tender, a Construction Quality Assurance/Control Plan which clearly indicates documentation ensuring compliance with the necessary material specifications, and control points requiring quality control checking during construction/installation.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



### **C3.1.5 TEMPORARY WORKS**

#### **C3.1.5.1 SPECIAL WATER HAZARDS CONTROL**

It should be noted that certain areas of the Works are fairly low lying and due to blocked and inadequate stormwater control structures, these areas are prone to flooding and ponding during and subsequent to rainy periods.

#### **C3.1.5.2 OTHER SERVICES (TELKOM, ELECTRICITY, ETC)**

Items have been allowed in the Bill of Quantities for dealing with and protecting existing services where they are known.

The Contractor will, however, ensure that prior to construction all the necessary Record Drawings and Way-leaves for all services have been obtained and verified on site by the relevant Service Providers in his presence. The Contractor must request in writing the relevant Official to indicate the said services at least 48 hours prior to commencement of work, after which the responsibility rests with the Service Department if the services are not indicated to the Contractor as requested.

The Contractor shall take whatever extra precautions are required to protect all existing services from damage during the period of the Contract. Any damage to existing services indicated by the relevant service providers or other damage as a result thereof, shall be for the Contractor's account.

#### **C3.1.5.3 SURVEY BEACONS AND BENCHMARKS**

The Contractor shall be responsible for the preservation of all land survey, erf or other pegs, benchmarks and beacons. If damage or disturbance of any such pegs or beacons is caused by the operations of the Contractor or his subcontractors the pegs are to be replaced by a Registered Land Surveyor at the cost of the Contractor. Benchmarks will be replaced by the Engineer at the Contractor's expense. Information regarding the position of all such pegs will be made available to the Contractor by the Engineer on request.

The Contractor is to ensure that no spoil is placed over an erf peg or benchmarks and that these are adequately protected for the full duration of the Contract.

Where disturbances of boundary pegs is unavoidable due to excavation or other operations adjacent to the pegs, the Contractor shall advise the Engineer or his Representative immediately, and agreement is to be reached that the disturbance of the peg is unavoidable and a strict record of such disturbed pegs is to be kept. Such pegs are to be replaced by a Registered Land Surveyor as described above and the Contractor is to submit proof of the cost of replacement of pegs. The Contractor will be reimbursed on a basis pro-rata to the total cost of peg replacement determined on completion of the Works.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Decommissioning Of Extension 3 Disposal Site: Phase A – Landscaping and Material for MSE Berm  
PARTICULAR SPECIFICATIONS**

**Decommissioning Of Extension 3 Disposal Site: Phase A – Landscaping and Material for MSE Berm  
PARTICULAR SPECIFICATIONS**

**ANNEXURE A  
RECORDS TO BE KEPT ON SITE**

ITEM	CR	RECORD TO BE KEPT	RESPONSIBLE PERSON
1.	3(3)	Notification to Provincial Director - Annexure 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 in respect of the OHSA & Regulations. Available on request	Principal Contractor
5.	5(8)	Consolidated Health & Safety File handed to Client on completion of Construction work. To include all documentation required by the OHSA & Regulations.	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 Health and Safety Officer [CR 6 (6)] at design stage or on the Health & Safety Plan	Principal Contractor
8.	7(2)	Risk Assessments, kept up to date and available on site for inspection	Principal 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)]	Principal Contractor
11.	9(2)(b)	Inform Principal 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	Principal 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	Principal Contractor
16.	11(3)(h)	Record of excavation inspection On site available on request	Principal Contractor
17.	15(11)	Suspended Platform inspection and performance test records. Kept on site available on request	Principal Contractor
18.	17(8)(c)	Material Hoist daily inspection entered and signed in record book kept on the premises	Principal Contractor
19.	17(8)(d)	Maintenance records for Material Hoist Available on site	Principal Contractor
20.	18(9)	Records of Batch Plant maintenance and repairs On site available for inspection	Principal Contractor
21.	19(2)(g)(i)	Issuing and collection of cartridges and nails or studs (Explosive Powered Tools) recorded in register - recipient signed for receipt as well as return	Principal Contractor
22.	21(1)(d)	Findings of daily inspections (prior to use) of Construction Vehicles and Mobile Plant	Principal 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	Principal Contractor

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**PARTICULAR SPECIFICATIONS**

24		Copies of all appointments made in regard to safety supervisors and inspectors	Principal Contractor
25		Record of safety inspections on equipment using radioactive materials.	Principal Contractor

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## ANNEXURE B

### CLOSE OUT REQUIREMENTS

The H&S files for the Principal Contractors and all Contractors require closure and handover to the Client at the completion of the project. The following list is an example of what should be included but is not exhaustive. The OHS Agent or the Client may require further information at the time of completion and the Principal Contractor is to ensure that all instructions are met. Documentation would include all records from the start of the project. Daily or monthly plant inspection records are not required unless they are related to an accident. All records to be in electronic format and submitted to the OHS agent for approval in adequately formatted lists and folders. Layout should be logical and in the same order as in the site files.

Health and Safety close out file requirements include:

- a) Client H&S Specification
- b) Principal Contractor's OHS Plan(s)
- c) Organograms
- d) Legal Appointments
- e) Notification to Department of Labour of commencement of work
- f) Letters of Good Standing for the Project
- g) Full files for all Contractors as well as their close out reports
  - List of Contractors
  - Letters of Approval of Contractors
  - Mandatary Agreements
  - Letters of Good Standing
  - Appointments
- h) Incident Records
- i) Non- Conformance records
- j) Agent's Audits
- k) Method Statements
- l) Risk assessments
- m) Safe work procedures
- n) Medical surveillance certificates of fitness. Medical records are to be kept according to the OH&S Act as amended.
- o) All drawings for temporary structures (suspended beams/scaffolds etc)
- p) Copies of test results, policies and procedures for environmental monitoring (silica, noise, dusts etc.)

### Defect and Liability Period

The H&S files are to be kept 'live' for the defect and liability period by the Principal Contractor, including those of their Contractors. Any work required during the defect and liability period will require an assessment of the H&S file by the OH&S Agent prior to any work commencing.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Decommissioning Of Extension 3 Disposal Site: Phase A – Landscaping and Material for MSE Berm**  
**PARTICULAR SPECIFICATIONS**

A copy of the as-built Drawings is to be placed on file by the Designers once complete.

DRAFT

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**Decommissioning Of Extension 3 Disposal Site: Phase A – Landscaping and Material for MSE Berm  
PARTICULAR SPECIFICATIONS**

**ANNEXURE C  
NON CONFORMANCES**

HEALTH AND SAFETY SITE INSPECTION NON CONFORMANCE NO		
<b>AGENT:</b>		<b>PROJECT:</b>
<b>Consultant:</b>		<b>Date and time:</b>
<b>Client:</b>		<b>Area:</b>
<b>Contractor:</b>		
<b>ASPECTS NOTED:</b>	<b>COMMENTS:</b>	<b>COMPLETION REQUIRED BY (DATE):</b>
	•	
	•	
	•	
	•	
<b>PHOTOGRAPHIC EVIDENCE (if available):</b>		
1	2	
3	4	
<b>OTHER:</b>		
The following penalties are to be applied:		
<b>Signature of RE</b>		
<b>Signature of H&amp;S Officer/Site Agent</b>		
<b>Signature: of H&amp;S Agent</b>		

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

PHOTOGRAPHIC EVIDENCE, OR LIST OF ANNEXURES TO PROVE CLOSURE

Witness 1

Employer

Witness 2

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EXAMPLE OCCUPATIONAL HEALTH AND SAFETY AUDIT DOCUMENT

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<b>PROJECT NAME:</b>	
<b>CONTRACT NUMBER:</b>	
<b>HEALTH AND SAFETY AUDIT No:</b>	
<b>CONDUCTED BY :</b>	
<b>DATE :</b>	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**EXECUTIVE SUMMARY****INTRODUCTION AND OVERVIEW****SCORING:**

The audit has a scoring schedule, which will be used to deem compliance to what is available on site, and what the appropriate systems need to be to match them. The contractor should aim for a score of 3 on each aspect included in the audit. A low score could result in part or all of the work being stopped until compliance is reached.

<b>Scoring schedule</b>	
If the answer is " <b>No</b> " the rating will be 0	
If the answer is ' <b>not applicable</b> ' it will be noted as n/a	
If the answer is " <b>Yes</b> " the following ratings are applicable	
1	Requirements partially met and no implementation.
2	Requirements partially met and partially implemented
3	Requirements fully met and partially implemented
4	Requirements fully met and fully implemented
5	Requirements and implementation exceeds expectation

**Key Abbreviations:**

Health and Safety	H&S	Occupational Health and Safety Act	OHSA
Occupational Health	OH	Mine Health and Safety Act	MHSA
Construction Regulations	CRs	Driven Machinery Regulations	DMRs
General Safety Regulations	GSRs	Regulations for Hazardous Chemical Substances	RHCSs
Explosive Regulations	ERs	Pressure Equipment Regulations	PERs
Noise Induced Hearing Loss Regulations	NIHLs	Department Mineral and Energy	DMEs
Facilities Regulations	FRs	General Administration Regulations	GARs

Provide a summary of site inspection, significant findings of the site inspection and the audit

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Decommissioning Of Extension 3 Disposal Site: Phase A – Landscaping and Material for MSE Berm**  
**PARTICULAR SPECIFICATIONS**

**CORE LEGAL RECORDS ON SITE:**

This list is not conclusive – to be updated monthly relative to works in progress. However, the H&S Officer is to be pro-active and pre-empt requirements with the Construction Supervisor (Site Agent). The content will be linked to the physical conditions, processes and activities noted on site, or programme.

ITEM	Legal Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
1.		Updated project <b>H&amp;S Organogram</b>					
2.	OHSA S. 16 (1) and (2)	CEO and subordinate (if required) CVs on file					
3.	CR 6 (1) and (2)	Designation of Construction Supervisor(s) and Subordinate Person(s) CVs on file					
4.	OHSA S. 17; GAR 7	H&S Representatives appointed Monthly inspections completed Representation from Contractors					
5.	OHSA S. 18; GAR 5	H&S Committee appointed Minutes on file H&S representatives reports discussed Incidents discussed Signed by Chair/CEO Evidence of minutes noted					
6.	GAR 4	Copy of OH&S Act (Act 85 of 1993) Available on site					
7.	CR 4 (c), 5 (f)	Written proof of registration / <b>Letters of good standing</b> available on Site					
8.	OHSA S.37.2	<b>Copy of the Mandatory (S37.2) agreement between the PC and Client</b>					
9.	OHSA S.37.2	<b>Mandatory agreements</b> between PC and contractors					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Decommissioning Of Extension 3 Disposal Site: Phase A – Landscaping and Material for MSE Berm**  
**PARTICULAR SPECIFICATIONS**

10	CR 3(3)	<b>Notification to Provincial Director – Annexure A</b> Available on site						
11	CR 4(3)  5 (7)	Copy of Principal Contractor's Health & Safety Plan Available on request. Letter of approval from Agent. Health & Safety File opened and kept on site (including all documentation-required in respect of the OHSA & Regulations Available at all times						
<b>ITEM</b>	<b>Legal Ref</b>	<b>RECORDS TO BE KEPT</b>	<b>SCORE</b>	<b>COMMENTS</b>	<b>By whom</b>	<b>Completion Date</b>	<b>Contractor out</b>	<b>Close</b>
12	CR 5(6) (9)	<b>Copy of Principal Contractor's Health &amp; Safety Plan provided to Contractors</b> Letters of approval for each contractor on file List of Contractors on site Verified monthly by Agent						
13	CRs	<b>Copies of technical method statements</b> approved by RE (GCC 12.3.1) Register available, signed by RE						
14	CR 7(2) OHSA CR 7(4)	<b>Risk Assessments:</b> Up to date and available on site for inspection Review and monitoring programme adhered to Workers trained in risk assessments						
15	CR 7 (c)	<b>Safe work procedures Procedure</b> List of available SWPs Workers trained in SWPs Proof of training verified						
16	OHSA	<b>Induction programme available</b>						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Decommissioning Of Extension 3 Disposal Site: Phase A – Landscaping and Material for MSE Berm**  
**PARTICULAR SPECIFICATIONS**

	S. 13 CR 7(9)	Proof of <b>induction</b> training available						
17	CR 8	<b>Fall Protection:</b> Appointment of Competent CV on file Included in Risk Assessment Addressed in emergency plan Other: site inspection findings						
18	CR 9(2) (b) (3)	Structural information from Designer: <ul style="list-style-type: none"> <li>• Geo-science technical report</li> <li>• Design loading of the structure</li> <li>• Methods &amp; sequence of construction</li> <li>• Design risk assessment</li> <li>• Addended H&amp;S Specification</li> </ul>						
19	CR 10(1)(d)	<b>Supportwork and Formwork:</b> Competent person appointed: Design Erection, maintenance, use and dismantling CVs available Design drawings available on site Risk Assessment included Registers in line with supportwork and formwork noted in site inspection						
<b>ITEM</b>	<b>Legal Ref</b>	<b>RECORDS TO BE KEPT</b>	<b>SCORE</b>	<b>COMMENTS</b>	<b>By whom</b>	<b>Completi on Date</b>	<b>Contractor out</b>	<b>Close</b>
20	CR 11(3)(h)	<b>Excavations:</b> Competent persons appointed CVs available Depth of excavations on site Shoring in use  Registers in line with open excavations noted at site inspection						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Decommissioning Of Extension 3 Disposal Site: Phase A – Landscaping and Material for MSE Berm**  
**PARTICULAR SPECIFICATIONS**

21	CR 11 (f) GSR 13A	<b>Ladders:</b> Competent person appointed Registers kept Registers for ladders noted on site					
22	CR 17(8)(c) (d)	<b>Material Hoist</b> Competent person appointed CV on file Daily inspection register Maintenance records available					
23	CR 18(9)	<b>Batch Plant:</b> Appointment of Competent person Registers for maintenance, cleaning and repairs Risk Assessment carried out Batch Plant to be inspected weekly by a competent person. Inspections register kept <b>Other</b>					
24	CR 21	<b>Construction Vehicles:</b> Appointment of competent operators Plant Management: Registers on file noting daily inspections Plant and machine lists available Inadequacies noted on site Transportation of workers Registers for sample of vehicles noted on site					
25	CR 22	<b>Temporary Electrical Installations:</b> Appointment of competent person CV on file Services identified and protected Certificates of Compliance for installations Daily electrical machinery registers Weekly temporary electrical installation inspections Quarterly inspections					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Decommissioning Of Extension 3 Disposal Site: Phase A – Landscaping and Material for MSE Berm**  
**PARTICULAR SPECIFICATIONS**

ITEM	Legal Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completi on Date	Contractor Close out
26	DMR 18 CR 20	<b>Cranes and Lifting Equipment</b> Competent person appointed CV on file Cranes & Lifting tackle identified/numbered on Register Log Book kept for each individual Crane Inspection: - All cranes - daily by operator - Other cranes - annually by comp. person - Lifting tackle(slings/ropes/chain slings Etc.) - 3 monthly Risk Assessment carried out Driven Machinery compliance re excavators and TLBs being used <b>Other</b>					
27	CR 25, 26 ER 6 GSR 8	<b>Housekeeping, Stacking &amp; Storage Supervisor:</b> Appointed per work area CVs Available Include site conditions Spoil areas Register available per area					
28	GSR 2	<b>PPE:</b> included in Risk Assessment PPE used and enforced Records of Issue kept Training to use (Induction) Registers for condition checks					
29	GSR 9 HCSRs	<b>Welding/Flame Cutting Equipment</b> Competent Person(s) appointed					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Decommissioning Of Extension 3 Disposal Site: Phase A – Landscaping and Material for MSE Berm**  
**PARTICULAR SPECIFICATIONS**

		CVs available Equipment identified/numbered and entered into a register Equipment inspected monthly. Types of welding on site (List)						
30	RHCSs CR 7; 23 GSR 4	<b>Hazardous Chemical Use and Storage</b> Competent Person/s appointed CVs available Risk Assessments include use of HCSs Register of HCS kept/used on Site Flammable Store Bulk diesel storage Material Safety Data Sheets on file and utilised Other						
<b>ITEM</b>	<b>Legal Ref</b>	<b>RECORDS TO BE KEPT</b>	<b>SCORE</b>	<b>COMMENTS</b>	<b>By whom</b>	<b>Completion Date</b>	<b>Contractor Close out</b>	
31	PER	<b>Pressure Equipment (PEs):</b> Competent Person/s (AIA) CV and AIA letter Risk Assessments include PEs Register of PEs's on Site Inspections & Testing by AIA: <ul style="list-style-type: none"> <li>- after installation/re-erection or repairs</li> <li>- Every 12 - 36 months.</li> <li>- Register/Log kept of inspections, tests. Modifications &amp; repair</li> <li>- Jacking requirements met</li> </ul> <b>Inspection Registers</b>						
32	GSR 3	<b>Emergency management:</b> First aiders available through project Level 3 First aid boxes through site						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Decommissioning Of Extension 3 Disposal Site: Phase A – Landscaping and Material for MSE Berm**  
**PARTICULAR SPECIFICATIONS**

		Evacuation procedures Registers available (noted on site)						
33	GAR	<b>Incident Management:</b> Emergency co-ordinator appointed and CV available Emergency plan appropriate Emergency level included in Risk Assessments Workers trained Incident reports available and complete						
34	DMR 2	<b>Revolving Machinery</b> Exposed revolving parts to be countersunk, enclosed or guarded Projecting shaft or spindle end be guarded by a cap or shroud						
35		<b>Stop/start controls</b> Controls appropriate <b>Emergency stops/system</b>						
36	CRs RHCSs  GSR 2(a) MHSA	Medical Surveillance Programme Pre-placement Periodic Exit Workers at height Plant operators Random drug testing <b>DME Annual Medical report</b>						
<b>ITEM</b>	<b>Legal Ref</b>	<b>RECORDS TO BE KEPT</b>	<b>SCORE</b>	<b>COMMENTS</b>	<b>By whom</b>	<b>Completion Date</b>	<b>Contractor out</b>	<b>Close</b>
37	NIHLRs MHSA/ EnvR	<b>Environmental Monitoring:</b> Noise levels Dust monitoring Lighting and Ventilation Temperature						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**Decommissioning Of Extension 3 Disposal Site: Phase A – Landscaping and Material for MSE Berm**  
**PARTICULAR SPECIFICATIONS**

	RHCSs	Silica Monitoring Report submitted to DoL					
38	CR 21 /	<b>Traffic accommodation</b> Competent persons appointed Traffic layouts for site camp indicating routes, direction and pedestrian access etc. Inspection Registers kept Changes and registers signed by RE Other					
39	CR / FRs	<b>Welfare Facilities:</b> Toilets available where crews are working/clean Clean potable water available Adequate eating facilities					
40	CR 28 FacRs	<b>General housekeeping, stacking and storage</b>					
41		HIV AND AIDS PROGRAMME HIV and AIDS Policy and plan available Condoms available Peer review programme available Ongoing training of workers					
42		<b>Other</b>					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Decommissioning Of Extension 3 Disposal Site: Phase A – Landscaping and Material for MSE Berm****C4: Site Information**

RESPONSIBILITY	SIGNATURE	Date:
OHS AGENT SIGNATURE:		
PC SIGNATURE:		
ENGINEER SIGNATURE:		
CLIENT SIGNATURE:		

DRAFT

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*Contractor*

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*Witness 1*

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*Witness 2*

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*Employer*

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*Witness 1*

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*Witness 2*

**PART C4: SITE INFORMATION**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C 4.1 Nature of Ground**

The tenderer will be permitted to excavate trial holes in the area of the works at his own expense provided that they are properly safeguarded and reinstated. Should the tenderer wish to excavate his own trial holes; he shall first ascertain in conjunction with the engineer, the position of any underground services, which may exist in the area. The tenderer shall indemnify the municipality against the cost of repairing any underground services damaged by the Tenderer or his agent, while carrying out such excavations.

**C4.2 Spoil Material**

No indiscriminate spoiling of material will be allowed. All unsuitable or surplus material shall be spoiled off site to a spoil site/municipal dump, chosen by the Contractor.

**C4.3 Finishing off the Site**

The site shall be finished off in accordance with the specification as well as to the requirements of all applicable environmental standards.

**C4.4 Existing Services**

Although every effort has been made to depict existing services (water mains, electric cables, telephone cables etc), as accurately as possible on the contract drawings, insofar as they are known, variations do arise, and the Contractor shall exercise extreme care when working in the area. Items have been allowed in the schedule of quantities for dealing with and protecting services.

The Contractor shall take whatever precautions are required to protect these services from damage during the period of the Contract.

**C4.5 Proving of Underground Services**

It is stressed that all services in a particular area must be proven before commencing work in that area.

Insofar as bulk earthworks are concerned, where services are indicated on the drawings or where from site observations can reasonably be expected that such services are likely to exist where excavations are to take place, the Contractor shall, without instructions from the Engineer carefully excavate by hand to expose and prove their positions.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

When a service is not located in its expected position, the Contractor shall immediately report such circumstances to the Engineer who will decide that further searching or other necessary action is to be carried out and shall instruct the Contractor accordingly.

Should any service be damaged by the Contractor in carrying out the works, and should it be found that the procedure laid down in this clause has not been followed, then all costs in connection with the repair of the service will be to the Contractor's account.

Providing services shall be completed at least two weeks in advance of the actual programmed date for commencing work in the area. The position of these services located must be coordinated and leveled by the Contractor, and the information given in writing to the Engineer's representative.

The requirements of this clause do not relieve the Contractor of any obligations as detailed under the General Conditions Contract or the Special Conditions of Contract.

#### **C4.6 Drawings**

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*