

NQUTHU LOCAL MUNICIPALITY
DEPARTMENT OF TECHNICAL SERVICES

**CONSTRUCTION OF NOMKHOSI ACCESS GRAVEL ROAD
IN WARD 19**

BID NO: NQULM06/2022-2023

BID DOCUMENT

NOVEMBER 2022

NAME OF BIDDER:

BID AMOUNT:

TEL NUMBER:

FAX NUMBER:

CIDB REGISTRATION NO:

PREPARED FOR:

NQUTHU LOCAL MUNICIPALITY
Directorate: Technical Services
Private Bag x 5521
NQUTHU
3135

Tel: (034) 271 6100

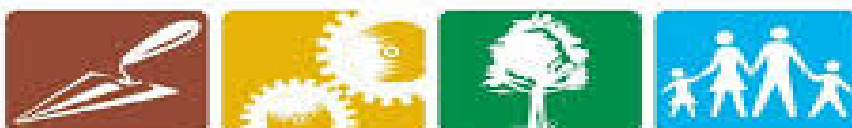
Fax: (034) 271 6111

PREPARED BY:

KHUSI PROJECTS
18 Boulevard, Westway Office Park
WESTVILLE
3692

Tel: (031) 003 3183

Fax: (086) 667 3566



EXPANDED PUBLIC WORKS PROGRAMME



NQUTHU LOCAL MUNICIPALITY

DEPARTMENT OF TECHNICAL SERVICES

CONSTRUCTION OF NOMKHOSI ACCESS GRAVEL ROAD IN WARD 19

NQULM06/2022-2023

SECTION 1

SUMMARY INFORMATION



TABLE OF CONTENTS

1.1.	BID SUMMARY	1
1.2.	BID ADVERTISEMENT	2
1.3.	LOCALITY MAP	3
1.4.	LIST OF CONTRACT DOCUMENTS	4



CONSTRUCTION OF NOMKHOSI ACCESS GRAVEL ROAD IN WARD 19

CONTRACT NO: NQULM06/2022-2023

1.1. BID SUMMARY

Name of Bidder : _____

Bid Price : _____

Time for Completion (Calendar Weeks) : _____

Has any alterations been made : Yes / No *

Has an alternative bid been submitted : Yes / No *

Did the Bidder attend official site inspection : Yes / No *

* Delete whichever is not applicable.

In the event of any conflict between the data given above and the data given in the Bid Form, Contract Data and other relevant portions of the Procurement Document, the data given in the Bid Form, Contract Data and other relevant portions of Procurement Document shall apply.

Signature of Bidder : _____

Date : _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**CONSTRUCTION OF NOMKHOSI ACCESS GRAVEL ROAD
IN WARD 19
CONTRACT NO: NQULM06/2022-2023**

1.2. BID ADVERTISEMENT

INVITATION OF BID

Invitation to tenders for the upgrading of:

Tender Name	Tender No.	CIDB Grading	Date of Site Meeting	Tender Closure
Construction of Nomkhosi access gravel road in ward 19	NQULM06/2022-2023	2CEPE	Friday, 18 November 2022 At 10h00	Thursday, 24 November 2022 At 12h00

Preferences are offered to tenderers who complete the preference schedule and who are found to be eligible for the preference claimed.

Tender documents may be collected during office hours (08h00 to 15h30 Mon – Thurs, Friday at 08h00 - 14h30 at Nquthu Municipal offices, 83 / 11 Mdlalose Street, Nquthu, Cashiers office from Thursday, 10 November 2022 at 12h30. Each document will be issued upon payment of non-refundable amount of **R602.00**.

No tender documents will be sold on the day of the site inspection and closing date. Each document will be issued upon payment of non-refundable amount, please refer to the table above. The Municipality does not accept cheques and Electronic Funds Transfer payments.

Queries relating to the issue of this document may be addressed to:

Contact Person	Tel No	Fax No	Email
Mr. T.A Dlamini – Nquthu Municipality	034 271 6100	034 271 6111	tadlamini@nquthu.gov.za
Mr L Nyamuranga– Khusi Projects	073 641 1027	086 667 3566	info@khusiprojects.co.za

Compulsory clarification meetings with representatives of the Employer will take place at the venue: Nquthu Municipal Offices, 83/10 Mdlalose street, Nquthu.

The above said date (see "date of site meeting"). After the site clarification meeting, representatives of the client will take prospective tenderers to the respective site(s).

Tenders may only be submitted on the tender document that was issued. Requirements for sealing, addressing, delivery, openings and assessment are stated in the tender data. Nquthu Municipality request all service providers to register in their database and CSD.

The municipality is not obliged to accept the lowest or any bidder. Bidder will be adjudicated in terms of the Council's Supply Chain Management Policy on the 80/20 Preferential Point System, it is therefore essential that the official tender document must be used.

CLOSING DATE AND SUBMISSION OF TENDERS:

As per above table (see "tender closure"), at the offices of Nquthu Municipality at 12:00. No late tenders will be accepted. Tenders should be clearly marked on their envelopes with the name of tender and tender number.

Mr. SB Mthembu
Acting Municipal Manager

Contractor

Witness 1

Witness 2

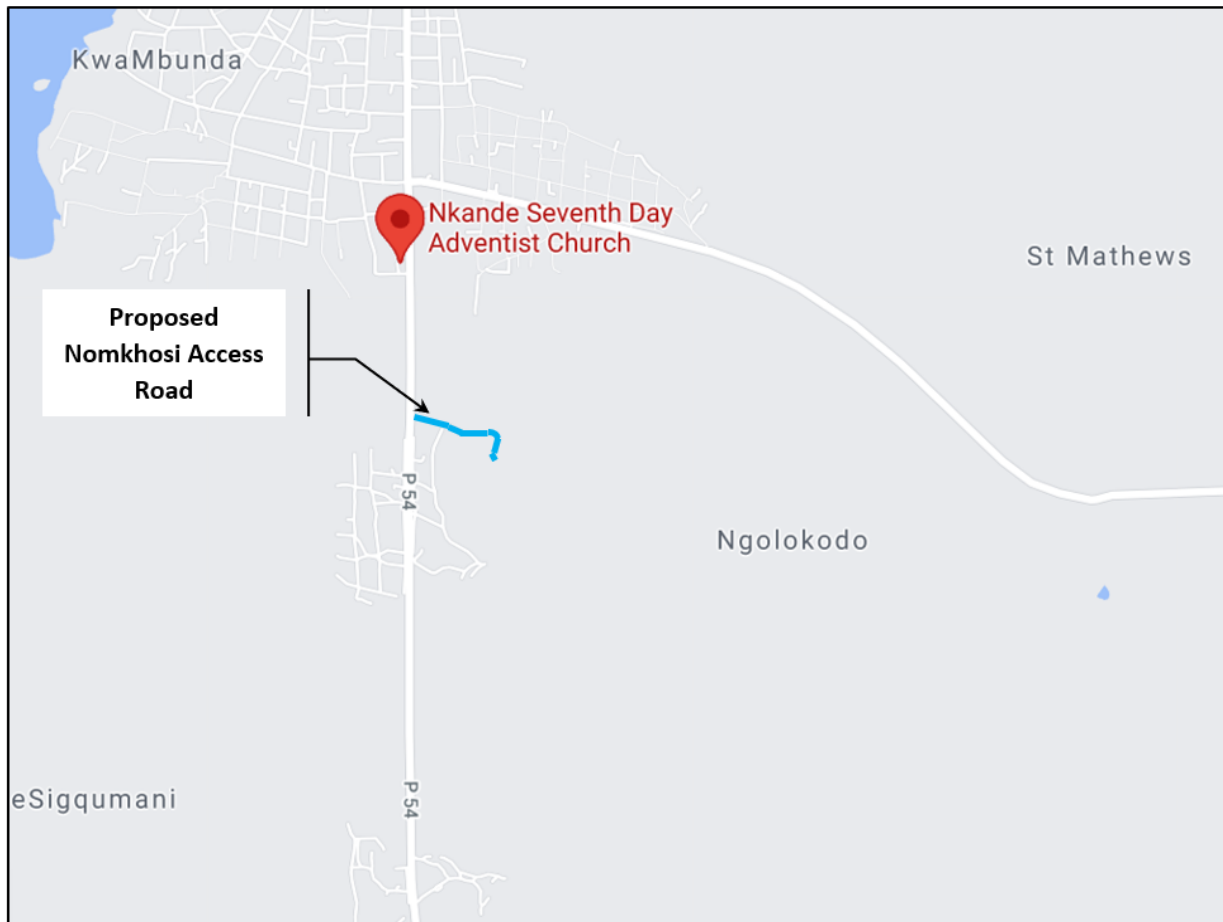
Employer

Witness 1

Witness 2



1.3. LOCALITY MAP





1.4. LIST OF CONTRACT DOCUMENTS

The following documents form part of this contract:

- (i) **Volume 1** : General Conditions of Contract for Construction Works, 2015, third edition, (GCC 2015) published by the South African Institute of Civil Engineering (SAICE) and endorsed by the Institute of Municipal Engineering of South Africa (IMESA), the South African Association of Consulting Engineers (SAACE), and the South African Federation of Civil Engineering Contractors (SAFCEC). This document satisfies the Construction Industry Development Board requirements for a standard form of contract and is suitable for use in procurement documents that are prepared in accordance with the provisions of SANS 10403, Formatting and Compilation of Construction Procurement Documents. This publication is available from any of the above-mentioned bodies and tenderers must obtain copies at their own cost.
- (ii) **Volume 2** : South African Bureau of Standards, SABS 1200 Series (or know described as SANS 1200 Series), as amended, published by the Standards South Africa (STANSA), a division of South African Bureau of Standards and endorsed by South African Institute of Civil Engineering (SAICE), the South African Association of Consulting Engineers (SAACE), and the South African Federation of Civil Engineering Contractors (SAFCEC). These publications are available from any of the above-mentioned bodies and tenderers must obtain their own copies.
- (iii) **Volume 3** : The project document in which the following are bound:
- (a) **Summary Information**
 - (b) **The Bid**
 - T1 Bid Procedures
 - T1.1 Notice and Invitation to Bid
 - T1.2 Bid Data
 - T2 Returnable Documents
 - T2.1 List of Returnable Documents
 - T2.2 Returnable Schedules
 - (c) **The Contract**
 - C1 Agreement and Contract Data
 - C1.1 Form of Offer and Acceptance
 - C1.2 Contract Data
 - C1.3 Form of Guarantee
 - C2 Pricing Data
 - C2.1 Pricing Instructions
 - C2.2 Bill of Quantities
 - C3 Scope of Work
 - C3.1 Description of the Works
 - C3.2 Engineering
 - C3.3 Procurement
 - C3.4 Construction
 - C3.5 Portion 1: Works Specifications
 - C3.6 Portion 2: Amendment to Standardised Specifications
 - C3.7 Portion 3: Health and Safety Specifications
 - C3.8 Portion 4: Generic Labour Intensive Specifications
 - C3.9 Portion 5: Provision of Temporary Workforce

White

Pink

White

Green

Yellow

Blue

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- C3.10 Portion 6: Provision of Structured Training
- C3.11 Portion 7: Certification
- C3.12 Portion 8: Facilities and Requirements
- C3.13 Management
- C3.14 Annexes

- C4 Site Information
 - C4.1 Site Information
 - C4.2 Drawings

Green

- (iv) The Employer's letter of acceptance, the guarantee and all addenda issued during the period of the bid.

Please note that in submission of Bid, only **Volume 3** is to be submitted.



NQUTHU LOCAL MUNICIPALITY
DEPARTMENT OF TECHNICAL SERVICES

**CONSTRUCTION OF NOMKHOSI ACCESS GRAVEL ROAD
IN WARD 19**

NQULM06/2022-2023

PART T1

BIDDING PROCEDURES



TABLE OF CONTENTS

T1.1.	BID NOTICE AND INVITATION TO BID.....	1
T1.1.1.	INVITATION TO BID.....	1
T1.1.2.	REGISTRATION WITH CIBD	1
T1.1.3.	JOINT VENTURES.....	1
T1.1.4.	ELIGIBILITY WITH RESPECT TO BIDDING	1
T1.1.5.	EVALUATION CRITERIA.....	2
T1.1.6.	BID DOCUMENT COLLECTION	2
T1.1.7.	BID BRIEFING SESSION	3
T1.1.8.	QUERIES.....	3
T1.1.9.	SUBMISSION OF BID.....	3
T1.1.10.	OPENING OF BIDS.....	3
T1.1.11.	MANDATORY OBJECTION PERIOD.....	3
T1.2.	BID DATA	4
T1.2.1.	ACTIONS	4
T1.2.2.	BID DOCUMENTS	4
T1.2.3.	COMMUNICATION AND EMPLOYER'S AGENT	4
T1.2.4.	ELIGIBILITY.....	4
T1.2.5.	CLARIFICATION MEETING 5	
T1.2.6.	ALTERNATIVE BID OFFERS.....	5
T1.2.7.	SUBMITTING A BID OFFER.....	5
T1.2.8.	CLOSING TIME.....	5
T1.2.9.	BID OFFER VALIDITY.....	5
T1.2.10.	PROVIDE OTHER MATERIAL	5
T1.2.11.	INSPECTIONS, TESTS AND ANALYSIS.....	5
T1.2.12.	CERTIFICATES.....	5
T1.2.13.	OPENING OF BID SUBMISSIONS	6
T1.2.14.	ARITHMETICAL ERRORS.....	6
T1.2.15.	EVALUATION OF BID OFFERS	6
T1.2.16.	PROVIDE COPIES OF CONTRACTS	9
T1.3.	CONDITIONS OF BID	10



T1.1. BID NOTICE AND INVITATION TO BID

T1.1.1. INVITATION TO BID

The NQUTHU LOCAL MUNICIPALITY Directorate: Technical Services invites bidders for:

Project Title	: CONSTRUCTION OF NOMKHOSI ACCESS GRAVEL ROAD IN WARD 19
Bid No	: NQULM06/2022-2023

Briefing Date	: 18/11/2022	Closing Time	: 12h00
Closing Date	: 24/11/2021	Validity Period	: 90 days

T1.1.2. REGISTRATION WITH CIDB

Bidders should have a Construction Industry Development Board (CIDB) contractor grading of **2CEPE or Higher**.

T1.1.3. JOINT VENTURES

Bids by Joint Ventures will be required to be accompanied by the Document of Formation of the joint venture duly registered and authenticated by a Notary Public or other official deputised to witness sworn statements in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the address of correspondence, the participation of several firms forming the joint venture and any information necessary to permit a full appraisal of its functioning including a clause to the effect that the members of the joint venture are jointly and severally bound. Further to that, a joint or combined BBBEE Certificate must accompany the bid document.

T1.1.4. ELIGIBILITY WITH RESPECT TO BIDDING

Potentially Emerging (PE) enterprises who satisfy criteria stated in the Bid Data may submit bid offers.

Only bidders who are responsive to the following responsiveness criteria are eligible to submit bids:

<input checked="" type="checkbox"/>	<p><i>Copy of CIDB Registration certificate.</i></p> <p>Only those bidders 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 bid for a 2CEPE or Higher class of construction work, are eligible to submit bids.</p>
-------------------------------------	--



<input checked="" type="checkbox"/>	Joint ventures are eligible to submit bids provided that: <ol style="list-style-type: none"> every member of the joint venture is registered, or have applied for registration, or is capable of being so registered prior to submission with the CIDB; the lead partner has a contractor grading designation in the 2CEPE or Higher class for construction work; and the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum bid for a 2CEPE class of construction work as stipulated above. a combined BBBEE Certificate for both contractors is to be submitted with the bid. Joint Venture Agreement must also be submitted with this bid.
<input checked="" type="checkbox"/>	Bid offer must be properly received on the bid closing date and time specified on the invitation, fully completed and signed in black ink (All as per Standard Conditions of Bid).
<input checked="" type="checkbox"/>	Certificate of Attendance at Site visit and/ or Clarification Meeting (see returnable schedule)
<input checked="" type="checkbox"/>	Certified copy of BBBEE Certificate
<input checked="" type="checkbox"/>	The current Copy Tax Clearance Certificate issued by the South African Revenue Services (see returnable schedule)
<input checked="" type="checkbox"/>	VAT Registration Certificate issued by the South African Revenue Services (see returnable schedule)
<input checked="" type="checkbox"/>	30% of the work will have to be sub – contracted to local service providers (CIDB Registered and complaint contractors) on Council's Database.
<input checked="" type="checkbox"/>	The Bidder must be registered on the Nquthu Local Municipality Database.
<input checked="" type="checkbox"/>	Copy of Cancelled Cheque from the Bank.
<input checked="" type="checkbox"/>	Company registration Document and Certified copies of IDs of the members of the organization.
<input checked="" type="checkbox"/>	Form of intent by bank or Insurance company to provide surety.
<input checked="" type="checkbox"/>	Proof of Purchase of Bid Document
<input checked="" type="checkbox"/>	Submission of Declaration of Interest.as per Part T2
<input checked="" type="checkbox"/>	Submission of other compulsory returnable schedules or documents as per Part T2

T1.1.5. EVALUATION CRITERIA

This bid will be evaluated according to the preferential procurement model in the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000:

<input checked="" type="checkbox"/> 80/20 Preference point scoring system	<input type="checkbox"/> 90/10 Preference point scoring system
---	--

Preference point scoring system will be scored as per submitted BBBEE Certificate.

T1.1.6. BID DOCUMENT COLLECTION

Tender documents may be collected during office hours (08h00 to 15h30 Mon – Thurs, Friday at 08h00 - 14h30 at Nquthu Municipal offices, 83 / 11 Mdlalose Street, Nquthu, Cashiers office from Thursday,10 November 2022. Each document will be issued upon



payment of non-refundable amount of R602.00. The Municipality does not accept cheques and Electronic Funds Transfer payments

T1.1.7. BID BRIEFING SESSION

Will be held on Friday, 18 November 2022 at 10h00 at the Nquthu Municipal Offices, 83/10 Mdlalose street, Nquthu.

T1.1.8. QUERIES

Any queries regarding the bid document or any related matter prior to submission of bids must be directed to:

KHUSI PROJECTS

Mr. L Nyamuranga

Cell No : 073 641 1027

Fax No : 086 667 3566

E-mail : info@khusiprojects.co.za

T1.1.9. SUBMISSION OF BID

Bids, in sealed envelopes clearly endorsed with the respective project name are to be placed in the bid box at the Nquthu Municipality's offices, 83/10 Mdlalose Street, Nquthu – on or before 12h00 noon **on Thursday, 24th November 2022**. Bids delivered by courier services will not be accepted.

The complete bids in duly sealed envelopes and clearly marked:

CONTRACT NO: NQULM06/2022-2023

**CONSTRUCTION OF NOMKHOSI
ACCESS GRAVEL ROAD IN WARD 19**

CLOSING DATE :

24/11/2022 at 12h00

The complete bid documents shall be deposited into:

Bid Box at:

**(Nquthu Local Municipality, 83/10 Mdlalose
Street, NQUTHU)**

T1.1.10. OPENING OF BIDS

The location for opening of the valid bid offers, immediately after the closing time thereof shall be at the offices of the Nquthu Local Municipality.

T1.1.11. MANDATORY OBJECTION PERIOD

All administrative actions and decisions taken by the Municipality through its officials may become subject to an appeal process. As such, in terms of Section 49 of the Municipal Supply Chain Management Regulations No 27636 of 2005, a period of fourteen (14) days will be set aside to allow for the submission of appeals against the award/ process of making the award to a particular bidder by any interested party. Except in scenarios where the decision of a duly appointed appeal panel sets aside the appointment of the successful bidder as the service provider for this contract, the appointment will then be confirmed by the municipality in writing.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T1.2. BID DATA

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

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

Heading	Clause	Data
T1.2.1. ACTIONS	F.1.1	The employer is the NQUTHU LOCAL MUNICIPALITY in its DEPARTMENT OF TECHNICAL SERVICES .
T1.2.2. BID DOCUMENTS	F.1.2	<p>The bid documents issued by the employer comprise:</p> <p>Part T1: Bidding Procedures</p> <p>T1.1 Bid notice and invitation to bid (White)</p> <p>T1.2 Standard and Special Conditions of Bid (Pink)</p> <p>T1.3 Bid Data (Pink)</p> <p>Part T2: Returnable Schedules</p> <p>T2.1 List of returnable documents (White)</p> <p>T2.2 Bid schedules (White)</p> <p>Part C1: Agreements and Contract Data</p> <p>C1.1 Form of offer and acceptance (Green)</p> <p>C1.2 Contract Data (Green)</p> <p>C1.3 Other contract forms (Green)</p> <p>Part C2: Pricing data</p> <p>C2.1 Pricing instructions (Yellow)</p> <p>C2.2 Pricing Schedules / Bills of Quantities (Yellow)</p> <p>Part C3: Scope of work</p> <p>C3 Scope of work (Blue)</p> <p>Part C4: Site Information</p> <p>C3 Site Information (Green)</p> <p>Note : This bid document has been formatted and compiled under the headings for a single volume approach as contained in Table 6 of the CIDB's "Standard for Uniformity in Construction Procurement."</p>
T1.2.3. COMMUNICATION AND EMPLOYER'S AGENT	F.1.4	<p>The employer's agent is:</p> <p>Name : KHUSI PROJECTS</p> <p>Capacity : Engineer</p> <p>Address : 18 Boulevard, Westway Office Park, Westville, 3692</p> <p>Tel : 031 003 3183</p> <p>Fax : 086 667 3566</p> <p>e-mail : info@khusiprojects.co.za</p>
T1.2.4. ELIGIBILITY	F.2.1	Only those bidders who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour-intensive competencies for supervisory and management staff are eligible to submit bids.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Heading	Clause	Data
T1.2.5. CLARIFICATION MEETING	F.2.7	Details of the clarification meeting are as stated in the Bid Notice and Invitation to Bid
T1.2.6. ALTERNATIVE BID OFFERS	F.2.12	<p>If bidder wishes to submit an alternative bid offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
T1.2.7. SUBMITTING A BID OFFER	F.2.13.3	Parts of each bid offer communicated on paper shall be submitted as an original, with no additional copies.
	F.2.13.5	The details for delivery of Bid Documents are as stated in the Bid Notice and Invitation to Bid.
	F.2.13.5	A two-envelope procedure will not be followed.
T1.2.8. CLOSING TIME	F.3.5	
	F.2.15	The closing time is as stated in the Bid Notice and Invitation to Bid.
T1.2.9. BID OFFER VALIDITY	F.2.16	The bid validity period is as stated in the Bid Notice and Invitation to Bid.
T1.2.10. PROVIDE OTHER MATERIAL	F.2.18	The bidder shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility criteria.
T1.2.11. INSPECTIONS, TESTS AND ANALYSIS	F.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.
T1.2.12. CERTIFICATES	F.2.23	<p>The bidder is required to submit with his bid:</p> <p>a) A valid original SARS Tax Clearance Certificate for the bid or in the case of a Joint Venture the Bidders to submit for each of the JV partners issued by the South African Revenue Services and combined BBBEE certificate.</p>



Heading	Clause	Data
T1.2.13. OPENING OF BID SUBMISSIONS	F.3.4	<p>b) The bidder's CIDB Registration Certificate or the JV's CIDB Registration Certificates with an indication of the lead partner.</p> <p>c) BBBEE Status level of Contribution Certificate Where a bidder satisfies CIDB contractor grading designation requirements through joint venture formation, such bidders must submit the above-mentioned Certificates in respect of each partner.</p> <p>d) VAT registration certificate issued by SARS.</p> <p>e) Workman's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993).</p> <p>f) Company/CC/Trust/Partnership Registration Certificate</p> <p>The opening of valid bids is as stated in the Bid Notice and Invitation to Bid.</p>
T1.2.14. ARITHMETICAL ERRORS	F.3.9	<p>Replace bullet items with:</p> <p>a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern,</p> <p>b) If a bill of quantities (or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall be corrected and the line item total shall govern, and</p> <p>c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the selected item prices (and their rates if a bill of quantities applies) shall be revised and the total of the prices shall govern to achieve the same tendered total of the prices.</p>
T1.2.15. EVALUATION OF BID OFFERS	F.3.11.1	<p>The procedure for the evaluation of responsive bids is: Evaluation Method 4 (Financial Offer, Quality and Preferences)</p>
	F.3.11.2	<p>Bids will be evaluated in two stages in accordance with the standard bid evaluation Method 4: Financial Offer, Quality and Preferences as follows:</p> <p>STAGE 1: FUNCTIONALITY</p> <p>In order for a bidder to be considered must comply with the eligibility criteria and a bidder must score more than 56 points for functionality in Table 1 to be considered for further evaluation.</p> <p>STAGE 2 : FINANCIAL OFFER AND PREFERENCES</p> <p>All the bids that meet the Stage 1 criteria for responsiveness will progress through to the evaluation phase as set out in Returnable Schedule.</p>



TABLE 1 –FUNCTIONALITY CRITERIA

Key aspect of criterion	Evaluation criterion	Remarks	Points	Awarded points
Site Agent or Foreman CV	Site Agent or Foreman has more than 5 years' experience in the field relevant to the project. (Attach CV)	Good	30	
	Site Agent or Foreman has more than 2 years' experience in the field relevant to the project. (Attach CV)	Fair	20	
	Site Agent or Foreman has no experience in the field relevant to the project. (Attach CV)	Poor	10	
Traceable project experience	Provided five traceable projects of similar nature in the past 10 years (Attach letters of appointments and completion certificates)	Good	30	
	Provided three traceable projects of similar nature in the past 10 years. (Attach letters of appointments and completion certificates)	Fair	20	
	Provided no traceable similar projects	Poor	10	
Proposed Work Programme	The Programme is presented in such a way that one is able to get the flow of tasks. (Attach programme)		10	
	The Programme is acceptable but lacks proper linkages of tasks. (Attach programme)		5	
	The Programme does not address the project needs. (Attach programme)		0	
Plant Schedules (Grader, Excavator, Tipper, roller, Water tanker, backhoe loader)	Plant owned by Company (proof of logbook)		10	
	Plant Hired by company (agreement and logbook)		5	
		Total	80	

NOTE: SERVICE PROVIDER THAT SCORES LESS THAN 70% ON FUNCTIONALITY WILL BE ELIMINATED

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



F.3.11.2 Procurement Preferences

The preference evaluation will be conducted in terms of the Preferential Procurement Regulations 2017 of the Nquthu Local Municipality. Preference evaluation will be undertaken on the 80/20 basis. The bidder is required to submit a certified copy of their BBEE Status Level of Contribution Certificate.

In terms of Regulation 5 (2) and 6 (2) of the National Treasury, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

F.3.11.3 Scoring Quality

80/20 preference point system will be used to allocate points for bids in this category.

F.3.13.1 Acceptance of Bid Offer

Bid offers will only be accepted if:

- the bidder has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services;
- the bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- the bidder 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; and
- the bidder has not:
 - abused the Employer's Supply Chain Management System; or
 - failed to perform on any previous contract and has been given a written notice to this effect
- Has completed the Compulsory Enterprise Questionnaire and that there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the



**T1.2.16. PROVIDE
COPIES OF
CONTRACTS**

F.3.18

employer or potentially compromise the bid process.

Provide copies of the Contract

The Employer will provide the successful bidder, now the Contractor, with one copy of the complete, signed contract document.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T1.3. CONDITIONS OF BID

F.1 General

F.1.1 Actions

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

F.1.2 Bid Documents

The documents issued by the Employer for the purpose of a bid offer are listed in the Bid Data.

F.1.3 Interpretation

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

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

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

- a) **comparative offer** means the bidder's financial offer after the factors of non-firm prices, all unconditional discounts and any other bided parameters that will affect the value of the financial offer have been taken into consideration.
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents, *or any official in the public service or in the employ of an organ of state, in any bid process; and*
- c) **fraudulent practice** means there is representation of the facts in order to influence the bid process or the award of a contract arising from a tender offer to the detriment of the Employer *or any public entity or organ of state*, including collusive practices intended to establish prices at artificial levels.
- d) **quality ((functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.
- e) **these conditions of bid** mean the *Standard Conditions of Bid (as published and amended from time to time by the Construction Industry Development Board) and the Employer's Special Conditions of Bid, the latter of which are demonstrated by appearing in italics.*
- f) **bidder** means any employee, partner, shareholder or director of a commercial entity that responds to the Bid Notice by collecting bid documents.



F.1.4 Communication and Employer's agent

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

F.1.5 The Employer's right to accept or reject any bid offer

F.1.5.1 The Employer does *not bind itself to accept the highest scoring bid or any other bid, and may in addition* accept or reject any variation, deviation, bid offer, or alternative bid offer, and may cancel the bid process and reject all bid offers at any time before the formation of a contract. The Employer shall not accept or incur any liability to a bidder for such cancellation and rejection, but will give reasons for such action upon written request to do so.

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

F.1.6 Jurisdiction

Unless stated otherwise in the Bid Data, each Bidder and the Employer undertake to accept the jurisdiction of the courts of law of the Republic of South Africa.

F.2 Bidder's rights and obligations

F.2.1 Eligibility

Submit a bid offer only if the bidder complies with the criteria stated in the Bid Data and bidder or any of his principals, is not under any restriction to do business with the Employer.

F.2.2 Cost of bidding

Accept that the Employer will not compensate the bidder for any costs incurred in the preparation and submission of a bid offer, including the costs of *attending, the site visit and / or clarification meeting(s)* and any costs of testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

Check the bid documents on receipt for completeness and notify the Employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential, *regardless whether or not a bid offer is submitted*, all matters arising in connection with the bid. Use and copy the documents issued by the Employer only for the purpose of preparing and submitting a bid offer in response to the invitation.



F.2.5

Reference documents

Obtain, as necessary for submitting a bid offer, copies of the latest version of standards, specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the bid documents by reference.

F.2.6

Acknowledge addenda

Acknowledge receipt of addenda to the bid documents, which the Employer may issue, and if necessary apply for an extension to the closing time stated in the Bid Data, in order to take the addenda into account.

F.2.7

Site visit and clarification meetings

Attend in person or designate a suitably qualified and experienced person in the direct employ of the bidder to attend the site visit and / or clarification meeting(s) at which bidders shall familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the Bid Data. (Not Applicable)

F.2.8

Seek clarification

Request clarification of the bid documents, if necessary, by notifying the Employer at least five working days before the closing time stated in the Bid Data. *Any variation or deviation based on a point for which clarity should have been requested may render a bidder's offer unresponsive in terms of Standard Condition F.3.8.*

F.2.9

Insurance

Be aware that the extent of insurance to be provided by the Employer (if any) may not be for the full cover required in terms of the Conditions of Contract identified in the Contract Data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10

Pricing the bid offer

F.2.10.1 Include in the rates, prices, and the bided total of the prices (if any) all costs *prescribed as being applicable to the specified pay items as well as all* duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful bidder, such duties, taxes and levies being those applicable 14 days before the closing time stated in the Bid Data.

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

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

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the Bid Data. The Conditions of Contract identified in the Contract Data may provide for part payment in other currencies.

F.2.11

Alterations to documents

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



F.2.12

Alternative bid offers (including variations and deviations)

- F.2.12.1** Submit alternative bid offers only if a main bid offer, strictly in accordance with all the requirements of the bid documents, is also submitted. The alternative bid offer is to be submitted with the main bid offer together with a schedule that compares the requirements of the bid documents with the alternative requirements the tenderer proposes. *Alternative bid offers shall not alter any contingency pay items provided in the bid documents, or offer fixed prices (except where such are provided in the postulated pricing schedule) or a fixed price contract.*
- F.2.12.2** Accept that an alternative bid offer may be based only on the criteria stated in the Bid Data or criteria otherwise acceptable to the Employer.
- F.2.12.3** *Bidders may qualify a bid offer (except that no qualification shall be in conflict with Special Condition to Bid F.2.8) but undertake to do so by submitting such qualification in terms of conditions F2.12.1 and F.2.12.2.*

F.2.13

Submitting a bid offer

- F.2.13.1** Submit a bid offer to provide the whole of the works, services or supply identified in the Contract Data, unless stated otherwise in the Bid Data.
- F.2.13.2** Return all returnable documents to the Employer *as stated in the Bid Data.*
- F.2.13.3** Submit the parts of the bid offer communicated on paper as an original plus the number of copies stated in the Bid Data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.
- F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the Bid Data. The Employer will hold all authorized signatories liable on behalf of the bidder. *Authorized signatories for bidders proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the bid offer.*
- F.2.13.5** Seal the original of the bid offer as a separate package marking the packages *as stated in the Bid Data.*
- F.2.13.6** Where a two-envelope system is required in terms of the Bid Data, place and seal the returnable documents listed in the bid data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the tender data, as well as the bidder's name and contact address.
- F.2.13.7** Seal the original bid offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the bid data.
- F.2.13.8** Accept that the Employer shall not assume any responsibility for the misplacement or premature opening of the bid offer if the outer package is not sealed and marked as stated.
- F.2.13.9** *May modify, correct or withdraw his bid offer after submission of the bid offer but before the closing time stated in the bid date; provided that the authorized signatory notifies the Employer in writing.*



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

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

F.2.15 Closing time

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

F.2.15.2 Accept that, if the Employer extends the closing time stated in the Bid Data for any reason, the requirements of these Conditions of Bid apply equally to the extended deadline.

F.2.16 Bid offer validity

F.2.16.1 Hold the bid offer(s) valid for acceptance by the Employer at any time during the validity period stated in the Bid Data after the closing time stated in the Bid Data.

F.2.16.2 If requested by the Employer, consider extending the validity period stated in the Bid Data for an agreed period of time.

F.2.17 Clarification, *modification or withdrawal* of bid offer after submission

F.2.17.1 Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of bid offers. This may include providing a breakdown of rates or prices and correction of *imbalanced rates* or arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the bid offer is sought, offered, or permitted. The total of the prices stated by the bidder shall be binding upon the bidder.

F.2.17.2 *Accept that the Employer may, at its sole discretion, accept a less favourable bid from those already received or invite fresh bids if a bidder, at any time after the opening of his bid offer but prior to the signing of a contract based on his bid offer:-*

- *withdraws his bid; or*
- *gives notice of his inability to execute the contract in terms of his bid; or*
- *fails to sign a contract or furnish the performance security within the period fixed in the letter of award or any extended period fixed by the Employer; or*
- *fails to comply with a request made in terms of standard condition F.2.18.1.*

F.2.17.3 *Pay the difference between a less favourable bid offer and his own bid offer in the event that a bidder acts as described in Special Condition F.2.17.2 and/or pay the Employer's wasted and additional costs incurred in inviting fresh bids; provided that the Employer may fully or partly exempt a bidder from the provisions of this special condition if he is of the opinion that the circumstances justify the exemption.*



F.2.18

Provide other material

F.2.18.1 Provide, on request by the Employer, any other material that has a bearing on the bid offer, the bidder's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment. Should the bidder not provide the material, or satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the bid offer as non-responsive *and may invoke the same remedy for potential additional costs as provided for under special condition F.2.17.3.*

F.2.18.2 *Accept the Employer's right, at his sole discretion, to appoint suitably qualified persons to report on the financial resources, standing with the South African Revenue Services regarding all taxes, management structure and ownership details of any tenderer and/or to verify the correctness of any information furnished to the Employer in terms of condition F.2.17.1. Comply with the Employer's request within the time stated in the request. Failure on the part of the tenderer to cooperate with such an inquiry shall entitle the Employer to declare such tender offer as non-responsive.*

F.2.18.3 Dispose of samples of materials provided for evaluation by the Employer, where required.

F.2.19

Inspections, tests and analysis

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

F.2.20

Submit securities, bonds, policies, etc.

If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the Conditions of Contract identified in the Contract Data.

F.2.21

Check final draft

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

F.2.22

Return of other bid documents

If so instructed by the Employer, return all retained bid documents within 28 days after the expiry of the validity period stated in the Bid Data.

F.2.23

Certificates

Include in the tender submission or provide the Employer with any certificates as stated in the Bid Data.

F.3

The Employer's undertakings

F.3.1

Respond to clarification

Respond to a request for clarification received up to five working days prior to the bid closing time stated in the Bid Data and notify all bidders who drew *bid* documents.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



F.3.2

Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date of the Bid Notice until seven days before the tender closing time stated in the Bid Data. If, as a result a bidder applies for an extension to the closing time stated in the Bid Data, the Employer may grant such extension and, will then notify it to all bidders who drew bid documents.

F.3.3

Return of bid offers

Return bid offers *withdrawn in terms of F.2.13.9* or received after the closing time stated in the Bid Data, unopened, (unless it is necessary to open a bid submission to obtain a forwarding address), to the bidder concerned.

F.3.4

Opening of bid submissions

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

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

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

F.3.5

Two-envelope system

F.3.5.1 Where stated in the Bid Data that a two-envelope system is to be followed, open only the technical proposal of valid bids in the presence of bidders' agents who choose to attend at the time and place stated in the Bid Data and announce the name of each bidder whose technical proposal is opened.

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

F.3.6

Non-disclosure

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

F.3.7

Grounds for rejection and disqualification

F.3.7.1 Determine whether there has been any effort by a bidder to influence the processing of bid offers and instantly disqualify a bidder (and his bid offer) if it is established that he engaged in corrupt or fraudulent practices. *In addition, any such disqualification shall entitle the Employer, at its sole discretion, to impose a specified period during which bid offers will not be accepted from the offending bidder.*

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



F.3.7.2 *Communicate to other state bid boards, provincial bid boards or parastatal bid boards any bidder disqualified in terms of special condition F.3.7.1.*

F.3.7.3 *Consider rejecting any bid offers received from bidders who are involved in any form of litigation or legal proceedings by or against the Employer.*

F.3.8 Test for responsiveness

Determine, on opening and before detailed evaluation, whether each bid offer properly received:

- a) meets the requirements of these Conditions of Bid,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the bid documents.

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

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- change the Employer's or the bidder's risks and responsibilities under the contract, or
- affect the competitive position of other bidders presenting responsive bids, if it were to be rectified.

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

F.3.9 Arithmetical errors and imbalanced unit rates

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

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If a pricing schedule (or schedule of quantities or schedule of rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the *unit rate* shall govern and the *line item* shall be corrected. *However, where* there is an obviously gross misplacement of the decimal point in the unit rate, the unit rate will be corrected.
- Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the bidder's addition of prices, the total of the prices shall *be corrected*.

Check responsive bid offers for imbalanced unit rates and request bidders to consider amending and adjusting any rates declared imbalanced by the Employer while retaining the total of the prices derived after any correction made in terms of this condition to bid.



Consider the rejection of a bid offer if the bidder does not correct or accept the correction of his arithmetical errors *or amend/adjust an imbalanced unit rate* in the manner described above.

F.3.10 Clarification of a bid offer

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

F.3.11 Evaluation of bid offers

F3.11.1 General

Appoint an evaluation panel of not less than three *duly qualified* persons. Reduce each responsive bid offer to a comparative offer and evaluate it using the bid evaluation method that is indicated in the Bid Data and described below.

Method 1: Financial offer	1) Rank bid offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked bidder for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score bid evaluation points for financial offer. 2) Confirm that bids are eligible for the preferences claimed and if so, score bid evaluation points for preferencing. 3) Calculate total bid evaluation points. 4) Rank bid offers from the highest number of bid evaluation points to the lowest. 5) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	1) Score quality, rejecting all bids offers that fail to score the minimum number of points for quality stated in the Bid Data. 2) Score bid evaluation points for financial offer. 3) Calculate total bid evaluation points. 4) Rank bid offers from the highest number of bid evaluation points to the lowest. 5) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	1) Score quality, rejecting all bids offers that fail to score the minimum number of points for quality stated in the Bid Data. 2) Score bid evaluation points for financial offer. 3) Confirm that bidders are eligible for the preferences claimed, and if so, score bid evaluation points for preferencing. 4) Calculate total bid evaluation points. 5) Rank bid offers from the highest number of bid evaluation points to the lowest. 6) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Score financial offers, preferences and quality, as relevant, to two decimal places.



F.3.11.2 Scoring Financial Offers

Score the financial offers of remaining responsive bid offers using the following formula:

$N_{FO} = W_1 \times A$ where:
 N_{FO} = the number of bid evaluation points awarded for the financial offer.
 W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Bid Data.
 A = a number calculated using either formulas 1 or 2 below as stated in the Bid Data.

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

Where:

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

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories stated in the Bid Data and calculate total score for quality.

F.3.11.4 Scoring preference

Score preferences claimed in the responsive bids offered according to the method stated in the Bid Data.

F.3.11.5 Scoring total quality, financial and preference offers

Score total of the quality, financial and preference offers in accordance with method 4 of clause F.3.11.1.

F.3.12 Insurance provided by the Employer

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

F.3.13 Acceptance of bid offer

F.3.13.1 Accept bid offer only if the bidder satisfies the requirements stated in the Bid Data, *including the legal requirements*

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



F.3.14 Notice to unsuccessful bidders

After the successful bidder has acknowledged the Employer's notice of acceptance, notify other bidders that their bid offers have not been accepted.

F.3.15 Prepare contract documents

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

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

F.3.16 Issue final contract

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

F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contracts

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

F.3.19 Delegation of authority

The Employer may delegate any power vested in him by virtue of these Conditions of Bid to an officer or employee of the Employer, provided that such delegation shall be in writing setting out the general or specific powers delegated.



NQUTHU LOCAL MUNICIPALITY

DEPARTMENT OF TECHNICAL SERVICES

CONSTRUCTION OF NOMKHOSI ACCESS GRAVEL ROAD IN WARD 19

NQULM06/2022-2023

PART T2

RETURNABLE SCHEDULES



TABLE OF CONTENTS

T2.1. LIST OF RETURNABLE DOCUMENTS.....	1
T2.1.1. COMPULSORY ENTERPRISE QUESTIONNAIRE.....	1
T2.1.2. CERTIFICATE OF AUTHORITY.....	3
T2.1.3. RECORD OF ADDENDA TO BID DOCUMENTS.....	5
T2.1.4. COMPULSORY ENTERPRISE QUESTIONNAIRE.....	6
T2.1.5. DECLARATION OF INTEREST (MBD 4)	9
T2.1.6. PREFERENTIAL PROCUREMENT (MBD 6.1).....	12
T2.1.7. DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT (MBD 6.2).....	12
T2.1.8. CONTRACT FORM – RENDERING OF SERVICES	21
T2.1.9. DECLARATION OF COMPETENCY ON HEALTH AND SAFETY REQUIREMENTS.....	23
T2.1.10. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8).....	25
T2.1.11. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9).....	27
T2.2. DOCUMENTS FOR BID EVALUATION	30
T2.2.1. SITE INSPECTION CERTIFICATE	30
T2.2.2. COMPANY REGISTRATION DOCUMENTS AND ID'S OF COMPANY DIRECTORS	31
T2.2.3. ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE.....	32
T2.2.4. LETTER OF GOOD STANDING	33
T2.2.5. FORM OF INTENT BY BANK OR INSURANCE COMPANY TO PROVIDE GUARANTEE	34
T2.2.6. CONTRACTOR CIDB CERTIFICATE	35
T2.2.7. B-BBEE STATUS LEVEL CONTRIBUTOR CERTIFICATE	36
T2.2.8. SCHEDULE OF PLANT, TOOLS AND EQUIPMENT.....	38
T2.2.9. SCHEDULE OF THE BIDDER'S RELEVANT EXPERIENCE.....	39
T2.2.10. PERSONNEL SCHEDULE	41
T2.2.11. SCHEDULE OF PROPOSED SUBCONTRACTORS	42
T2.2.12. PROPOSED AMENDMENTS AND QUALIFICATIONS.....	43
T2.2.13. NON COLLUSIVE TENDERING CERTIFICATE	44
T2.1.12. CONTRACTORS HEALTH AND SAFETY DECLARATION	45

Compulsory Returnable schedules

item	Description	Check Box (Yes/No)
1.	Original Tax Clearance certificate or SARS pin	
2.	Company Registration certificates (CK)	
3.	Proof of resident/statement of Municipal account/landlord agreement	
4.	Certified ID Copies (dated not older than 03 months)	
5.	Proof of registration on CSD	
6.	BBEEE- CERTIFICATE	
7.	Letter of good standing – Compensation Fund from Department of Labour.	
8.	All MBDs (1-9)	
9.	Form of offer	
10.	Bidders financial standing (letter of intent from the bank confirming funding)	
11.	Performance guarantee and public liability insurances	
12.	CIDB grading as per advert	
13.	Signed Certificate of attendance at Tender site meeting	
14.	Schedule of Plant and Equipment - ownership/Hire	

N/B: Failure to submit the above mentioned compulsory returnable documents will lead to your tender being disqualified.



T2.1. LIST OF RETURNABLE DOCUMENTS

The bidder must complete the following returnable documents:

T2.1.1. COMPULSORY ENTERPRISE QUESTIONNAIRE

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

Name of Bidder: _____

Postal Address: _____

Street Address: _____

Telephone Number

Code: _____ Number: _____

Cellphone Number: _____

Facsimile Number Code: _____ Number: _____

Contact Person: _____

E-mail Address _____

Company / Enterprise Income Tax

Reference Number: _____

Has an original Tax Clearance Certificate been attached (MBD2) NO / YES

Vat Registration Number: _____

Company Registration No: _____

Is the Firm registered or does it have a Business Licence(s): (Tick one box)

YES

NO

If YES, give details and quote relevant Reference numbers and dates

Are you the accredited Representative in South Africa for the

Goods / services offered by you?

YES/NO (If YES enclose proof)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



AN COPY TAX CLEARANCE CERTIFICATE MUST BE ATTACHED TO YOUR BID.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm, affirms that the information furnished is true and correct.

Signature: _____

Date: _____

Duly authorised to sign on behalf of: _____

Address: _____

Telephone Number: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.1.2. CERTIFICATE OF AUTHORITY

This Returnable Schedule is to be completed by companies and close corporations.

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

A Company	C Joint Venture	E Close Corporation
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

A. Certificate for company

I,, Managing Director on behalf of the board of directors of, hereby confirm that by resolution of the board taken on 20., Mr/Ms, has been duly authorized to sign all documents in connection with this bid and any contract resulting from it on behalf of the company.

As witnesses:-

1.
Managing Director
2.
Date

B. Certificate for Joint Venture

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

NAME OF FIRM	ADDRESS	AUTHORIZING SIGNATURE, NAME & CAPACITY
Lead partner		



C. Certificate for Close Corporation

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

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.



T2.1.3. RECORD OF ADDENDA TO BID DOCUMENTS

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed Date

Name Position

Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.1.4. 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:

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 of service of the state

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

- | | |
|--|---|
| <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"/> 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 | |

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 authorized 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 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;
- 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



T2.1.5. **DECLARATION OF INTEREST (MBD 4)**

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

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

3.1 Full Name of bidder or his or her representative:

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

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:

.....
.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.1.6. PREFERENTIAL PROCUREMENT (MBD 6.1)

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) The 80/20 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

POINTS

1.4.1.1 PRICE	80
1.4.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

or 90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



4. Points awarded for B-BBEE Status Level of Contribution

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

7. SUB-CONTRACTING

- 7.1. Will any portion of the contract be sub-contracted?

(**Tick applicable box**)

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

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(**Tick applicable box**)

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



v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm

8.2 VAT registration number

8.3 Company registration number

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ (Pty) Limited Company
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

.....

Registered Account Number:

Stand Number:.....

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



WITNESSES:

1.
2.

.....
SIGNATURE(S) OF BIDDER(S)
.....

DATE:.....

ADDRESS:.....

.....

.....



T2.1.7. DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT (MBD 6.2)

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 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

- General Conditions
- Preferential Procurement Regulations, 2017 (Regulation 8.(1) and 8.(3) make provision for the promotion of local production and content.
- Regulation 8.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- Regulation 8.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- Where necessary, for bids referred to in paragraphs 1.2 and 1.3 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 B-BBEE.
- 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.
- The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{x}{y} \right) \times 100$$

Where

x imported content

y bid price excluding value added tax (VAT)

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

- A bid will be disqualified if:
 - the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.

this declaration certificate is not submitted as part of the bid documentation.

- **Definitions**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

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

- Does any portion of the services, works or goods offered
have any imported content?

YES / NO

If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

<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



Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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 Municipality / Municipal Entity):

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

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 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.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.

(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, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.1.8. CONTRACT FORM – RENDERING OF SERVICES**

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives /proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - General Conditions of Contract; and
 - Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
2. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
3. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
4. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

WITNESSES

1.....

2.....

DATE:.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACT FORM - RENDERING OF SERVICES****PART 2 (TO BE FILLED IN BY THE PURCHASER)**

I..... in my capacity as.....
accept your bid under reference numberdated.....for the rendering of
services indicated hereunder and/or further specified in the annexure(s).

An official order indicating service delivery instructions is forthcoming.

I undertake to make payment for the services rendered in accordance with the terms and conditions of
the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

I confirm that I am duly authorized to sign this contract.

SIGNED AT ON THE.....OF.....2013

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

.....

.....

DATE:

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2



T2.1.9. DECLARATION OF COMPETENCY ON HEALTH AND SAFETY REQUIREMENTS

Bidder to provide a declaration on his competencies in establishing and maintaining a Health and Safety plan as required in terms of the Construction Regulations of 2003 and the Occupational Health and Safety Act (85 of 1993).

In order to demonstrate these competencies, the Bidder is to provide with his bid (and attached to this page as a separate document) brief statements as to a safety plan and how the safety management systems will work and what control procedures they plan on using to ensure safety on the construction site.

The following generic aspects should be covered in the safety plan:

- What administrative procedures the Contractor envisage to use in the implementation and maintenance of the safety plan with reference to the construction site.
- How continuous assessment of the safety plan will be assessed and implemented with respect to construction site.
- What control systems the Contractor envisage to implement on site to support his safety program.
- How the Contractor will ensure that he adheres to the construction regulations in respect of competent persons for appointments.
- What external resources the Contractor envisage on using to ensure successful implementation and sustainability of the safety plan.
- What training to employees the Contractor envisage and how he would go about to execute it.
- The Contractor should indicate which competent persons he currently has in his employ or he plans on employing and attach abbreviated Curriculum Vita's of these persons.
- The Contractor should provide proof for the following:
 - Operator's competency certificates
 - Operator's drivers licenses
 - Operator's medical fitness certificates
 - Plant and vehicles roadworthy certificates

DECLARATION BY BIDDER

It is confirmed that an outline of the Health and Safety plan is attached hereto. We further declare that we have the competence and necessary resources to carry out work safely in compliance with the Construction Regulations 2003.

Signed Date

Name Position

Enterprise
name

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.3.1 ABOVE IS CORRECT, AND THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED.

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

.....
Name (print)

.....
Signature

.....
Date

“In the service of the state” means:

- a member of –
 - (a) any municipal council;
 - (b) any provincial legislature; or
 - (c) the National Assembly or the National Council of Provinces;
- a member of the board of directors of any municipal entity;
- an official of any municipality or municipal entity;
- 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);
- a member of the accounting authority of any national or provincial or public entity; or an employee of Parliament or provincial legislature.

.....
Contractor

.....
Witness 1

.....
Witness 2

.....
Employer

.....
Witness 1

.....
Witness 2



T2.1.10. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

1. This declaration serves to ensure that all reasonable steps are taken to combat the abuse of the Supply Chain Management System.
2. The bid of any bidder may be rejected if that bidder or any of its directors have:
 - a. abused Nquthu Local Municipality'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 during the past five years;
 - 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)

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

- 3.1 Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?

*** YES / NO**

(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 audi alteram partem rule was applied)

If "Yes", furnish particulars:

.....
.....

- 3.2 Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?

*** YES / NO**

(To access this Register enter the National Treasury's website, www.treasury.gov.za or submit a written request to obtain a hard copy to facsimile number 012 3265445)

If "Yes", furnish particulars:

.....
.....

- 3.3 Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?

*** YES / NO**

If "Yes", furnish particulars:

.....
.....

- 3.4 Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the Nquthu Local Municipality, or to any other municipality / municipal entity, that is in arrears for more than three months?

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



*** YES / NO**

If 'Yes', furnish particulars:

.....
.....

- 3.5 Was any contract between the bidder any municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

*** YES / NO**

If "Yes", furnish particulars:

.....
.....

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



T2.1.11. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

1. This document (MBD 9) forms part of all *bids 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. 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 Nquthu Local 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.
 - * all bids: includes price quotations, advertise competitive bids, limited bids and proposals
 - * Bid rigging (or collusive bidding) occurs when business, 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 complete.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



CETIFICATE 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:

NQUTHU LOCAL MUNICIPALITY

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

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

1. I have read and understand the contents of this certificate;
2. I understand that the accompanying bid will be disqualified if this certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience: and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium* 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 areas where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



(f) bidding with the intention no 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 the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

.....
Contractor

.....
Witness 1

.....
Witness 2

.....
Employer

.....
Witness 1

.....
Witness 2



T2.2. DOCUMENTS FOR BID EVALUATION

T2.2.1. SITE INSPECTION CERTIFICATE

As required by the General Conditions of Contract, I/we visited the site of works on the date specified below.

I/We carefully examined the site, plans and contract documents, and have made myself/ourselves fully conversant with all the circumstances likely to influence the construction and cost of the works.

I/We further certify that I am / we are satisfied with the description of the works and the explanation given by or on behalf of the Engineer representative at the inspection, and that I/We understand perfectly the work to be done, as specified and implied, in the execution of the contract.

SIGNATURE BIDDER:

This will certify that(Names)

Representing (Firm)

Visited the site of the Works for this contract on (Date)

Signed: (for Engineer/Client)

Stamped by Client:

--



T2.2.2. COMPANY REGISTRATION DOCUMENTS AND ID'S OF COMPANY DIRECTORS

**ATTACH
COPIES OF COMPANY REGISTRATION
DOCUMENTS

AND

CERTIFIED COPIES OF ID's OF THE MEMBERS
UNDER THIS PAGE**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.2.3. ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE

**ATTACH COPY OF TAX CLEARANCE
CERTIFICATE, TAX COMPLIANCE STATUS
AND SARS PIN UNDER THIS PAGE**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.2.4. LETTER OF GOOD STANDING

**ATTACH LETTER OF GOOD STANDING
UNDER THIS PAGE**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.2.5. FORM OF INTENT BY BANK OR INSURANCE COMPANY TO PROVIDE GUARANTEE

**ATTACH FORM OF INTENT BY BANK OR
INSURER TO PROVIDE SURETY UNDER THIS
PAGE**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.2.6. CONTRACTOR CIDB CERTIFICATE

Attach a copy of valid Certificate of Contractor Registration issued by the Construction Industry Development Board to this page.

Alternatively the CIDB registration number can be provided as follows:

ENTITY NAME			
CIDB REGISTRATION NO.			
CLASS		CATEGORY	

**ATTACH COPY OF CIDB REGISTRATION
CERTIFICATE UNDER THIS PAGE**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.2.7. B-BBEE STATUS LEVEL CONTRIBUTOR CERTIFICATE

**ATTACH CERTIFIED COPY OF B-BBEE
STATUS LEVEL CONTRIBUTOR CERTIFICATE
UNDER THIS PAGE**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.2.8. SUB-CONTRACTORS DETAILS

ATTACH SUB-CONTRACTORS COMPANY DETAILS UNDER THIS PAGE

- 1. COMPANY REGISTRATION DOCUMENTS**
- 2. CERTIFIED ID OF THE DIRECTORS OR MEMBERS**
- 3. VALID COPY TAX CLEARANCE CERTIFICATE**
- 4. NQUTHU MUNICIPALITY DATABASE NUMBER**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.2.9. SCHEDULE OF PLANT, TOOLS AND EQUIPMENT

Bidders to furnish with their bids a complete list of the major items of tools, plant and equipment which they propose to use in the work. After his bid has been accepted, the Contractor must satisfy the Project Manager at all times that such plant and equipment, or its equivalent, is available for use.

TYPE OF PLANT	MAKE & DESCRIPTION	NUMBER
CATEGORY 1 – PLANT		
CATEGORY 2 – TOOLS		
CATEGORY 3 – EQUIPMENT		

Signed Date

Name Position

Enterprise
name

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.2.10.

SCHEDULE OF THE BIDDER'S RELEVANT EXPERIENCE

The bidder is to provide the following information regarding the five largest relevant projects of similar nature (building construction) completed by the bidder during the last five years, in order of contract price. Only experience by the bidding entity, and not by staff members, shall be taken into account.

PROJECT NAME	
EMPLOYER: Contact Person and Telephone number	
CONSULTING ENGINEER: Contact Person and Telephone number	
NATURE OF WORK	
VALUE OF WORK (Including VAT)	
DATE COMPLETED	

PROJECT NAME	
EMPLOYER: Contact Person and Telephone number	
CONSULTING ENGINEER: Contact Person and Telephone number	
NATURE OF WORK	
VALUE OF WORK (Including VAT)	
DATE COMPLETED	

PROJECT NAME	
EMPLOYER: Contact Person and Telephone number	
CONSULTING ENGINEER: Contact Person and Telephone number	
NATURE OF WORK	
VALUE OF WORK (Including VAT)	
DATE COMPLETED	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PROJECT NAME	
EMPLOYER: Contact Person and Telephone number	
CONSULTING ENGINEER: Contact Person and Telephone number	
NATURE OF WORK	
VALUE OF WORK (Including VAT)	
DATE COMPLETED	

PROJECT NAME	
EMPLOYER: Contact Person and Telephone number	
CONSULTING ENGINEER: Contact Person and Telephone number	
NATURE OF WORK	
VALUE OF WORK (Including VAT)	
DATE COMPLETED	

PROJECT NAME	
EMPLOYER: Contact Person and Telephone number	
CONSULTING ENGINEER: Contact Person and Telephone number	
NATURE OF WORK	
VALUE OF WORK (Including VAT)	
DATE COMPLETED	

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



T2.2.11.

PERSONNEL SCHEDULE

In terms of the Project Specification and the Conditions of Bid, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The bidder shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

Category of Employee	Number of Persons			
	Personnel, Part of the Contractor's Organisation		Personnel to be contracted if not available within the employ of the company	
Site Agent				
Site technicians, (Quality Control and Safety officers included)				
Foremen				
Technicians, Surveyors, etc				
Artisans and other Skilled workers				
Plant Operators				
Unskilled Workers				
Others:				

Signed Date

Name Position

Enterprise name



T2.2.12.

SCHEDULE OF PROPOSED SUBCONTRACTORS

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

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

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor
1.			
2.			
3.			
4.			
5.			

Signed Date

Name Position

Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.2.13.

PROPOSED AMENDMENTS AND QUALIFICATIONS

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

The Bidder's attention is drawn to clause F.3.3 of the Standard Conditions of Bid referenced in the Bid Data regarding the Employer's handling of material deviations and qualifications.

These amendments and qualifications, if accepted by the Employer, will be incorporated in the Acceptance Form as Deviations.

Page	Clause or item	Proposal

Signed Date

Name Position

Enterprise
name

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.2.14. NON COLLUSIVE TENDERING CERTIFICATE

WE CERTIFY THAT:

- 1 The Tender submitted herewith is a bona fide Tender that is intended to be competitive.
- 2 We have not fixed or adjusted the amount of the Tender under or in accordance with any agreement or arrangement with any other person.
- 3 We have not done and we undertake that we will not do at any time before the hour specified for the return of the Tender any of the following acts:
 - 3.1 communicate to a person other than the person calling for this Tender the amount or approximate amount of the proposed Tender (except where the disclosure, in confidence, of the approximate amount of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender);
 - 3.2 enter into any agreement with any person that they shall refrain from tendering or as to the amount of any Tender to be submitted and;
 - 3.3 offer to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender any act or thing of the sort described above.

IN THIS CERTIFICATE

- 4 'Person' includes any person or anybody or association corporate or incorporate.
- 5 'Any agreement or arrangement' includes any transaction of the sort described above, formal or informal and whether legally binding or not.

Name	
Signature	
In the capacity of	Director / secretary / member / sole proprietor / a partner
Duly authorized to sign tenders for and on behalf of:-	
Name of company (for unincorporated business / firm / partnership) Insert business / trading name	
Registration number	
Address (registered office for limited company (principal place of business for a firm / partnership / sole trader)	
Telephone Number	
Date	

- Note:
- (a) All the particulars above must be completed.
 - (b) Strike out alternatives that are not applicable.
 - (c) For partnership, give full names of all partners here or attach a schedule listing all partners

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.1.12. CONTRACTORS HEALTH AND SAFETY DECLARATION

In terms of the Clause 4(4) of the Construction Regulations of 2003, a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the Construction Regulations 2003.

To that effect a person duly authorized by the bidder must complete and sign the declaration hereafter in detail.

Declaration by the bidder

- I, the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 and the Construction Regulations 2003.
- I hereby declare that my company has the competent and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
- I propose to achieve compliance with the Regulations by one of the following:
 - From my own competent resources YES / NO
 - From my own resources still to be appointed YES / NO
 - From outside sources by appointment of
Competent specialist YES / NO

DECLARATION BY BIDDER

It is confirmed that an outline of the Health and Safety plan is attached hereto. We further declare that we have the competence and necessary resources to carry out work safely in compliance with the Construction Regulations 2003.

Signed Date

Name Position

Enterprise
name

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



NQUTHU LOCAL MUNICIPALITY
DEPARTMENT OF TECHNICAL SERVICES

**CONSTRUCTION OF NOMKHOSI ACCESS GRAVEL ROAD
IN WARD 19**

BID NO: NQULM06/2022-2023

PART C1

AGREEMENTS AND CONTRACT DATA



TABLE OF CONTENTS

C1.1.	FORM OF OFFER AND ACCEPTANCE.....	1
C1.1.1.	OFFER	1
C1.1.2.	ACCEPTANCE.....	2
C1.1.3.	SCHEDULE OF DEVIATIONS.....	3
C1.2.	CONTRACT DATA	4
C1.2.1.	GENERAL CONDITIONS OF CONTRACT (GCC 2010, JBCC)	4
C1.2.2.	AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT	4
C1.2.3.	CONTRACT DATA PROVIDED BY THE EMPLOYER	5
C1.2.4.	SPECIAL CONDITIONS OF CONTRACT	6
C1.3.	FORM OF GUARANTEE	10
C1.4.	CESSION AGREEMENT	11



CONSTRUCTION OF NOMKHOSI ACCESS GRAVEL ROAD IN WARD 19

NQULM06/2022-2023

C1.1. FORM OF OFFER AND ACCEPTANCE

C1.1.1. OFFER

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

CONSTRUCTION OF NOMKHOSI ACCESS GRAVEL ROAD IN WARD 19

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

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

Offer to be valid for 90 (ninety) days from the closing date of bid.

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

R (number)

.....
.....

..... (in words)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the bidder before the end of the period of validity stated in the Bid Data, whereupon the bidder becomes the party named as the contractor in the Conditions of Contract identified in the Contract Data.

Signature Date

Name Capacity

for the bidder

.....
(Name and address of organization)

Witness:
Name Signature Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C1.1.2. ACCEPTANCE

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

The terms of the contract, are contained in:

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

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

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

The Bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. 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, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the Bidder, provided that the Employer notifies the Tenderer of the tracking number within 24 hours of such submission. Unless the Bidder (now Contractor) within seven working days of the date of such submission 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 Date

Name Capacity

for the Employer.....

.....
(Name and address of organization)

Witness:
Name Signature Date



C1.1.3. SCHEDULE OF DEVIATIONS

a)	Subject	
	Details	

b)	Subject	
	Details	

c)	Subject	
	Details	

By the duly authorized representatives signing this agreement, the Employer and the Bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the bid data and addenda thereto as listed in the bid schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder and the Employer during this process of 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 bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

BIDDER:

Signature:

Name:

Date:

Witness:

Signature:

Name:

Date:

EMPLOYER:

Signature:

Name:

Date:

Witness:

Signature:

Name:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C1.2. CONTRACT DATA

C1.2.1. GENERAL CONDITIONS OF CONTRACT (GCC 2015 AND JBCC CONTRACT 6.1 EDITION)

The General Conditions of Contract for Construction Works (2015) and JBCC Contract 6.1 published by the South African Institution of Civil Engineering, First Edition, Fourth Print, is applicable to this contract.

Copies of these General Conditions of Contract may be obtained from the South African Institution of Civil Engineering:

Block 19, Thornhill Office Park,
Bekker Street, Vorna Valley,
Midrand.
Private Bag X200,
Halfway House. 1685

Tel: 011-805 5947
Fax: 011-805 5971

C1.2.2. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT AND JBCC CONTRACT

GUARANTEE IN LIEU OF RETENTION

Amend clause 6.10.3 through:

No guarantee will be accepted in lieu of retention.



C1.2.3. CONTRACT DATA PROVIDED BY THE EMPLOYER

REFERENCE TO:	CLAUSE	DESCRIPTION
PART 1- DATA PROVIDED BY EMPLOYER		
Employer	1.1.1.15 1.2.1.21	Nquthu Local Municipality Physical Address: 83/10 Mdlalose Street, Nquthu, 3135 Postal Address: Private Bag x 5521, Nquthu, 3135 Tel No: (034) 271 6100 Fax No: (034) 271 6111
Engineer	1.1.1.16 1.2.1.2	Khusi Projects Physical Address: 18 Boulevard, Westway Office Park, Westville, 3692 Postal Address: Private Bag 50710, Musgrave, 4062 Tel No: (031) 003 3183 Fax No: (086) 667 3566 E-mail: info@khusiprojects.co.za
Year-end break	1.1.1.12	Commences 16 December 2022 and ends 3 January 2023
Time to provide guarantee	6.2	Within 14 days of commencement date
Value of guarantees	6.2	10% of bid sum (excluding VAT)
Time for commencement of work	5.3.1	Within 28 days of commencement date
Time for submission of programme for works	5.6.1	Within 14 days of commencement date
Works insurance	8.6.1.1	Required
Limit of Liability Insurance	8.6.1.3	R 5 million per claim, number of claim unlimited
Special non-working days	5.8.1	All promulgated South African Public Holidays
Time for completion	5.12.1	6 months from commencement date
Penalty for delay	5.13.1	0.05 % of the total bid offer per calendar day
Contract Price Adjustment	6.8.2	Not applicable
Percentage advance on materials	6.10.1.5	80%
Retention monies	6.10.3	10%
Limit of retention	6.10.2	10% of contract value.
Retention guarantee	6.10.3	Not permitted
Defects Liability period	1.1.1.13	12 months
REFERENCE TO:	CLAUSE	DESCRIPTION
PART 2- DATA PROVIDED BY CONTRACTOR		
Contractor	1.1.1.6 1.2.1.2	Name of Contractor: Physical Address: Postal Address: Tel No: Fax No: E-mail:



C1.2.4. SPECIAL CONDITIONS OF CONTRACT

SC1: PREAMBLE

The Special Conditions of Contract contains clauses hereinafter defined and forms an integral part of the Conditions of Contract. In the case of any discrepancy or conflict with any part of the General Conditions of Contract, the Special Conditions of Contract shall take precedence and shall govern.

SC2: APPROVALS GRANTED BY CLIENT

Add to clause 3.1.3

The Engineer is, in terms of his appointment by the Employer for the design and administration of the Works, required to obtain the specific approval from the Employer for the execution of the following duties:

- 2.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from such order which is to be borne by the Employer in terms of Clause 5.11 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 6.6 of these conditions.

SC3: OCCUPATIONAL HEALTH AND SAFETY ACT

Add to clause 4.3

Contractor's liability as mandatory

Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act. The Contractor shall also ensure that any sub-contractor employed by him shall comply with the Act and the Regulations.

Contractor to notify Employer

The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations

SC4: CONTRACTOR'S RESPONSIBILITY FOR SETTING OUT

Add to Clause 5.9.1

The Contractor shall take special precautions to protect all permanent survey beacons, bench-marks, stand boundary pens and trigonometrical beacons regardless whether such pegs or beacons were placed before or during the execution of the contract. If any such beacons or pegs which would not otherwise have been affected by construction of the works, have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.



SC5: NATURAL VEGETATION (ADDITIONAL SUB CLAUSE)

Add new Clause 8.2

"The Contractor shall confine his operation to as small an area of the site as may be practical for the purpose of constructing the works.

Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer".

SC6: DELAY THROUGH OPPORTUNITIES AFFORDED TO OTHER PERSONS

Add to Clause 4.8

"Whenever the Contractor considers that he is suffering a delay in the smooth running of his work as the result of the execution of any work on the Site by other persons he shall report to the Engineer in writing within twenty-four (24) hours of the occurrence thereof the circumstances and extent of such delay. The Engineer shall take such steps to resolve the problem as he considers necessary. Failure on the part of the Contractor to report to the Engineer such delay at the time of its occurrence shall invalidate any claim to any extension of time in terms of Clause 6.6".

SC7: ENGAGEMENT OF EMPLOYEES

Add to Clause 4.1

"The Contractor shall at all times exercise strict control over his employees to prevent, as far as possible, any unruly or unlawful behaviour by or amongst the labourers and other employed by him.

The Contractor shall not engage or otherwise employ on the Works any person who, at the time of signing the contract, was employed by the Employer or its Consulting Engineers engaged upon the Works, unless the Contractor obtains the written consent of the Engineer in respect of the employment of such person".

SC8: SOURCE OF MATERIALS

Add to Clause 7.2

"The source of supply of all materials including all stone, sand, gravel or soil or any other natural material required in the execution of the works shall be located by the contractor. No material shall be used until it has been approved by the engineer".

SC9: EXTENSION OF TIME DUE TO INCLEMENT WEATHER

Add the following to sub-clause 5.12.2.2

(b) Abnormal climatic conditions.

No extensions of the time for completion shall be granted on the grounds of normal rainfall conditions, but extension of time in terms of clause 6.6.2 of the General Conditions of contract on the grounds of abnormal rainfall or wet conditions shall be calculated separately for each calendar month or part thereof, according to the following formula. It shall be calculated as follows for the time for completion, including any extension thereof:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



$$V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$$

V = Extension of time for calendar days of the calendar month concerned.
If the value of V is negative and the absolute value thereof is greater than Nn, V is taken as negative Nn.

Nw = Actual number of days during calendar month on which a rainfall of Y mm or more is recorded.

Nn = Average number of days in the calendar month concerned on which a rainfall of Y mm or more is recorded in terms of existing rainfall data

Rw = Actual rainfall for the calendar month concerned in mm

Rn = Average rainfall for the calendar month in mm deduced from existing rainfall data.

For the purposes of the contract Nn, Rn, X and Y shall have the values as stipulated below.

The total extension of time is the algebraic sum of the monthly totals for the period concerned, extension of time for parts of a month shall be calculated by using pro rata values of Nn and Rn. If the algebraic sum of the monthly totals is negative, no reduction of the time for completion as a result of rainfall shall be applicable.

This formula does not take any delays as a result of flood damage, which may cause further or simultaneous delays, into consideration and flood damage shall be treated separately for purposes of extension of time for completion.

The factor (Nw – Nn) is considered as a fair allowance for deviation from the normal for the number of days on which the rainfall exceeds Y mm. The factor (Rw – Rn)/X is considered as a fair allowance for deviation from the normal for the number of days on which the rainfall does not exceed Y mm, but on which wet conditions will hamper or disrupt work.

The Contractor shall keep daily rainfall records and submit it to the Engineer at every site meeting. No additional payment shall be made for the supply and installation of the rain gauge or for the keeping of the rainfall records and all costs must be included in the scheduled items.



SC10: EXTENSION OF TIME DUE TO DISRUPTION OF LABOUR

Add the following to Sub Clause 5.12.2.4

"Labour disruptions on a regional or national level due to political unrest, organised mass action or related incidents will be considered to be beyond the Contractor's control.

Any strike within the confines of the Contractor's company and/or this project only, will be deemed to be within the Contractor's control".

SC11: VALUATION OF MATERIAL BROUGHT ONTO SITE

Add the following to Sub-Clause 6.10.2

"Payment for materials on site will only be considered for those materials which are physically on site. Any statement in which a claim for materials on site is included, shall have attached a declaration that the materials listed in the statement are owned by the Contractor, accompanied by proof of ownership. The ownership of materials shall be transferred to the Employer in accordance with the pro forma "Transfer of Rights" bound in as an annexure to these Special Conditions of Contract".



**CONSTRUCTION OF NOMKHOSI ACCESS GRAVEL ROAD
IN WARD 19**

CONTRACT NO: NQULM06/2022-2023

C1.3. FORM OF GUARANTEE

CONTRACT NO: NQULM06/2022-2023

WHEREAS **NQUTHU LOCAL MUNICIPALITY** (hereinafter referred to as the Employer") entered into, a Contract with:

.....

(hereinafter called "the Contactor") on the day of 20 for the

CONSTRUCTION OF NOMKHOSI ACCESS GRAVEL ROAD IN WARD 19

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfillment of such Contract by the Contractor;

AND WHEREAS has / have at the request of the Contractor, agreed to give such guarantee;

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

1. The Employer shall, without reference and / or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the completion date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the Guaranteed Sum of
.....
..... Rand (in words);
R..... (in figures)
6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



7. We hereby choose our address for the serving of all notices for all purposes arising here from as:

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

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

Signature

Duly authorized to sign on behalf of

Address
.....
.....

As witnesses:

1

2

C1.4. CESSION AGREEMENT

WHEREAS the Contractor referred to as “Cedent” intends to cede payment to the Sub-Contractor referred to as “Cessionary” that the Sub-Contractor must be in the municipal database prior to any payments to the Cessionary bank account. No payments will be effective if the Cessionary is not on the municipal database and the municipality will not responsible for such. It is the responsibility of the Contractor to ensure that the Sub-Contractor is registered on the database to effect payments.



NQUTHU LOCAL MUNICIPALITY

DEPARTMENT OF TECHNICAL SERVICES

CONSTRUCTION OF NOMKHOSI ACCESS GRAVEL ROAD IN WARD 19

NQULM06/2022-2023

PART C2

THE BILL OF QUANTITIES

<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



C2.1. PRICING INSTRUCTIONS

1. The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
 - a) civil engineering work has been drawn up in accordance with the provisions of the latest edition of SANS 1200 Standardized Specifications for Civil Engineering Works.
 - b) mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Refrigeration, Air-Conditioning and Ventilation Installations, published by the South African Association of Quantity Surveyors, July 1990).
 - c) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
2. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day



3. For the purpose of the Bill of Quantities, the following words shall have the meanings hereby assigned to them:
- Unit: The unit of measurement for each item of work.
Quantity: The number of units of work for each item.
Rate: The agreed payment per unit of measurement.
Amount: The product of the quantity and the agreed rate for an item.
Lump sum: An agreed amount for an item, the extent of which is described in the Bill of Quantities but the quantity of work of which is not measured in any units.
4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards.
6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amounts tendered under such items.
7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
8. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bill of Quantities.
9. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
10. The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the Specification.
11. Those parts of the contract to be constructed using labour-intensive methods have been marked in the 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.
12. 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.
13. The contractor must make allowance in his rates for the security of all material delivered and accepted on his project. The client will entertain no claims for loss of material, and replacement thereof will be solely for the contractor's own account.



C2.2. BILL OF QUANTITIES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NQUTHU MUNICIPALITY

CONSTRUCTION OF NOMKHOSI ACCESS ROAD (WARD 19)

SECTION 1200

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1200	<u>GENERAL REQUIREMENTS AND PROVISIONS</u>				
B12.01	Relocation of services				
	(a) Provisional sum for existing services to be relocated and/or protected during construction	Prov Sum	1	40,000.00	
	(b) Contractor's handling costs, profit and all other charges in respect of Sub-items B12.01(a) above:	%	40,000.00		
B12.02	The setting-out of work and protection of beacons				
	(a) Provisional sum for existing beacons to be relocated and/or protected during construction	Prov Sum	1	10,000.00	
	(b) Handling costs and profit in respect of subitem B12.02(a) above	%	10,000.00		
	(c) Asbuilt	Sum	1		
B12.03	Community Participation:				
	(a) Cost of Community participation, PLC and Community Liaison officer support	Prov Sum	1	30,000.0	
	(b) Handling costs and profit in respect of subitem B12.03(a) above	%	30,000.00		
B12.04	Health and Safety obligations (Including Covid 19 requirements):				
	(a) Fixed obligations for the preparation of risk assessments, safe work procedures, the project Health & Safety file, the Health & Safety plan and any other Health & Safety matters that the Contractor deems necessary	Lump Sum	1		
	(b) Fixed obligations for completing and checking the Project Health & Safety file and handing it over to the Employer on completion of the Works	Lump Sum	1		
	(e) Time-related obligations for updating and amending the risk assessments, the safe work procedures, the project Health & Safety file and the Health & Safety plan, and for full	Month	6		
1200	TOTAL CARRIED TO SUMMARY				

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1300	<u>CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</u>				
B13,01	The Contractor's general obligations:				
	(a) Fixed obligations	Sum	1		
	(c) Time-related obligations	month	6		
B13,02	Personal Protective Equipment (EPWP Overalls)				
	(a) PC Sum to cover the provision of Personal Protective Equipment Branding (EPWP Overalls) as directed by the	Lump Sum	1.00		
	(b) Handling costs and profit in respect of sub item B13.02 (a)	%			
B13,03	Contract sign boards	No.	1		
B13,04	Environmental Control Officer (ECO)				
	(a) PC Sum to cover the provision of an environmental control officer as directed by the Engineer.	Sum	1.00		
B13,05	Student				
	(a) PC Sum to cover the provision of a student as directed by the Engineer.	Prov Sum	1.00	18,000.00	
	(b) Handling costs and profit in respect of sub item B13.05 (a) above.	%	18,000.00		
1300	TOTAL CARRIED TO SUMMARY				

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1500	<u>ACCOMMODATION OF TRAFFIC</u>				
B15.01	Accommodating traffic and maintaining temporary deviations	km	1.2		
15.02	(a)Shaping of temporary deviations	km	0.5		
	(b)Providing access to properties during construction period	Sum	1		
B15.03	Temporary traffic-control facilities				
	a) Flagmen	man-day	132		
	b) Portable STOP and GO-RY signs	No	2		
	e) Road signs, R- and TR-series	No	2		
	f) Road signs, TW-series	No	2		
	g) Road signs, STW-, DTG-, TGS- AND TG-series (excluding delineators and barricades)	m²	2		
1500	TOTAL CARRIED TO SUMMARY				

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1600	<u>OVERHAUL</u>				
B16,02	Overhaul on material hauled in excess of 1,0 km (ordinary overhaul)	m³km	6,500		
1600	TOTAL CARRIED TO SUMMARY				

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1700	<u>CLEARING AND GRUBBING</u>				
B17,01	Clearing and grubbing	m2	6,500.0		
B17,02	Removal and grubbing of large trees and tree stumps:				
	(a) Girth exceeding 1 m up to and including 2 m	No.	5		
	(b) Girth exceeding 2 m up to and including 3 m	No.	2		
1700	TOTAL CARRIED TO SUMMARY				

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1800	<u>DAYWORKS</u>				
B18.01	Personnel				
	(a) Unskilled labour	h	8		
	(b) Semi-Skilled labour	h	8		
	(c) Skilled labour	h	8		
	(d) Ganger	h	8		
	(e) Flagmen	h	8		
B18.02	Plant				
	(a) Tipper Trucks				
	(i) 3 - 5 ton	h	8		
	(ii) 5.1 - 10 ton	h	10		
	(b) Loader (0.5m3 bucket)	h	10		
	(c) Grader (CAT 140G or similar)	h	8		
	(d) Vibratory roller	h	8		
	(e) Grid roller	h	8		
	(f) Walk behind roller	h	8		
	(g) Water Cart	h	8		
B18.03	Materials				
	(a) Procurement of materials	Prov Sum	1	20,000.00	
	(b) Contractor's handling costs, profit and all other charges in respect of subitem B19.03(a)	%	20000		
D1800	TOTAL CARRIED TO SUMMARY				

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2100	<u>DRAINS</u>				
B21.01	Excavation for open channel drains: (a) Excavating soft material situated within the following depth ranges below the surface level: (Rate to include for grading of excavations and disposal of material as directed including a free haul of 1.0km.) (i) 0m up to 1.5m (ii) exceeding 1.5m and up to 3.0m (b) Extra over subitem 21.01a(i) and 21.01a(ii) for excavation in hard material, irrespective of depth	m³ m³ m³	100 25 10		
B21.03	Excavation for subsoil drainage systems: (a) Excavating soft material situated within the following depth ranges below the surface level: (i) 0 m up to 1,5 m	m³	28		
B21.04	Impermeable backfilling to subsoil drainage systems	m³	7		
B21.06	Natural permeable material in subsoil drainage systems (crushed stone): (b) Crushed stone obtained from commercial sources (19mm Nominal Size)	m³	5		
B21.07	Natural permeable material in subsoil drainage systems (crushed stone): (b) Sand from commercial sources (Coarse Grade Nom. 4.75mm)	m³	13		
B21.08	Pipes in subsoil drainage systems: (b) Unplasticized PVC pipes and fittings, normal duty, complete with couplings (100 mm internal dia. slotted not perforated)	m	50		
B21.1	Synthetic-fibre filter fabric (Grade 2)	m²	74		
B21.1	Cast in situ concrete and formwork: (i) Class 20/38 Steel reinforcement: (c) Welded steel fabric (i) Mesh ref 245	m³ m²	30 50		
2100	TOTAL CARRIED TO SUMMARY				

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3100	<u>BORROW MATERIAL</u>				
31.01	Finishing-off borrow areas in:				
	(b) Intermediate material	ha	1.00		
B31,04	Quarry Rehabilitation	PC Sum	1		
3100	TOTAL CARRIED TO SUMMARY				

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3300	<u>MASS EARTHWORKS</u>				
B33.01	Cut and borrow to fill,including free -haul up to 1.0km				
	(b) Material in compacted layer thicknesses exceeding 200mm:				
	(ii) Compacted to 90% of modified AASHTO density	m³	1,200		
B33.04	Cut to spoil, including free-haul up to 1.0 km. Material obtained from:				
	(a) Soft excavation	m³	720		
	(b) Intermediate excavation	m³	180		
	(c) Hard Excavation	m³	10		
	(c) Boulder Excavation Class A	m³	5		
33.07	Removal of unsuitable material (including free haul of 1,0 km):				
	(a) In layer thicknesses of 200mm and less				
	(i) stable material	m³	15		
	(ii) unstable material	m³	15		
B33.10	Roadbed preparation and the compaction of material:				
	(a) Compaction to 90% of modified AASHTO density of roadbed material	m³	1,524		
B33/32.06	Stockpiling of material	m³	229		
3300	TOTAL CARRIED TO SUMMARY				

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3400	<u>PAVEMENT LAYERS OF GRAVEL MATERIAL</u>				
34.01	Pavement layers constructed from gravel taken from cut or borrow including free-haul up to 1,0 km:				
	(e) (e) Gravel base (unstabilized gravel) compacted to:				
	(h) Gravel wearing course compacted to:				
	(i) 95% of modified AASHTO density (200mm thickness)	m³	800		
34.01	Asphalt Bellmouth				
	(e) 40mm thick, Including Layerworks	Prov sum	1	R75,000	
		%	75000		
3400	TOTAL CARRIED TO SUMMARY				

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
5400	<u>GUARDRAILS</u>				
54.01	supply, deliver, handle and erect guardrails including all materials, labour and galvanising complete with timber posts, spacer blocks,bolts,nuts,washers, reinforcement plates and excavating in all classes of material backfilling post holes, including concrete backfill and removal of surplus excavated material:				
	(a) Galvanised	m	100		
54.03	Extra over item 54.01(a) for horizontally curved guardrails factory bent to a radius of less than 45m	m	25		
54.04	End treatments				
	(a) End wings	No.	10		
	(b) Bull noses	No.	4		
54.05	Additional guardrail posts				
	(a) Timber	No.	10		
54.06	Supply all materials and labour required for manufacturing, painting and fixing:				
	(a) reflective plates	No.	35		
54.13	Extra over item 54.01 for drilling and blasting holes for guardrail posts	No.	5		
5400	TOTAL CARRIED TO SUMMARY				

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
8100	TESTING MATERIALS AND WORKMANSHIP				
81.02	Acceptance control testing as requested by the engineer				
	(a) Cost of testing	Prov sum	1	12,000	
	(b) Charge on prime cost	%	12000		
8100	TOTAL CARRIED TO SUMMARY				

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
B:8200	<u>LOCAL SMME SUBCONTRACTOR</u>				
B:82.00	SMME subcontractor	Prov sum	1	R251,665	
	(ii) (ii) Handling costs and profit in respect of B12.06 (i)	%	251665		
8100	TOTAL CARRIED TO SUMMARY				

SUMMARY OF SCHEDULE OF QUANTITIES		
Section	Description	Amount
1200	GENERAL REQUIREMENTS AND PROVISIONS	
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	
1500	ACCOMMODATION OF TRAFFIC	
1600	OVERHAUL	
1700	CLEARING AND GRUBBING	
1800	DAYWORKS	
2100	DRAINS	
3100	BORROW MATERIALS	
3300	MASS EARTHWORKS	
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL	
5200	GABIONS	
5400	GUARDRAILS	
8100	TESTING MATERIAL AND WORKMANSHIP	
B8200	SMME SUBCONTRACTOR (CULVERTS;STONE PTICHING;ROADSIGNS &FINISHING ROAD RESERVE)	
Sub Total A		
Add 10% contingencies OF Sub-total A		
Sub Total B		
Add 15% VAT		
TOTAL PROJECT COST		



NQUTHU LOCAL MUNICIPALITY

DEPARTMENT OF TECHNICAL SERVICES

CONSTRUCTION OF NOMKHOSI ACCESS GRAVEL ROAD IN WARD 19

NQULM06/2022-2023

PART C3

SCOPE OF WORK



TABLE OF CONTENTS

C3.1. DESCRIPTION OF THE WORKS	1
C3.1.1. EMPLOYER'S OBJECTIVES.....	1
C3.1.2. OVERVIEW OF THE WORKS	1
C3.1.3. EXTENT OF THE WORKS.....	1
C3.1.4. TECHNICAL SPECIFICATIONS	1
C3.1.5. LOCATION OF THE WORKS	2
C3.1.6. TEMPORARY WORKS	2
C3.2. TECHNICAL	2
C3.2.1. DESIGN SERVICES AND ACTIVITY MATRIX	2
C3.2.2. EMPLOYER'S DESIGN.....	2
C3.2.3. DESIGN BRIEF	2
C3.2.4. DRAWINGS.....	2
C3.2.4.1. Drawings Prepared for the Contractor	2
C3.2.5. AS-BUILT DRAWINGS AND INFORMATION.....	2
C3.3. PROCUREMENT.....	3
C3.3.1. SUB-CONTRACTING	3
C3.4. CONSTRUCTION.....	3
C3.4.1. STANDARD SPECIFICATIONS	3
C3.4.2. ITEMS NOT COVERED IN THE SPECIFICATIONS	3
C3.5. HEALTH AND SAFETY SPECIFICATIONS.....	4
C3.5.1. CLIENT RESPONSIBILITIES	4
C3.5.2. OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS	5
C3.5.2.1. The purpose of the Occupational Health and Safety Specification	5
C3.5.2.2. Implementation of the Occupational Health and Safety Specification	5



C3.1. DESCRIPTION OF THE WORKS

C3.1.1. EMPLOYER'S OBJECTIVES

The employer's objectives are to deliver adequate public infrastructure to communities residing within its boundaries.

The work consists of the **CONSTRUCTION OF NOMKHOSI ACCESS GRAVEL ROAD IN WARD 19** at Nomkhosi Village within Nquthu Local Municipality. The access road will serve the creche and surrounding village where no similar facility exists. It is anticipated that a large number of communities will benefit from this facility.

C3.1.2. OVERVIEW OF THE WORKS

The Nomkhosi Creche Access Road will be constructed in the immediate area of Nomkhosi Village on the vacant land.

The scope of the works is the construction of Nomkhosi Access Road that will comprise of the following:

- a) 500m of gravel road 5.9m wide and 200 mm thick gravel wearing course
- b) 150mm roadbed preparation and rockfill where necessary
- c) Stormwater drainage infrastructure
- d) Road furniture (signs, guardrails etc.)
- e) 5x 60mm diameter culverts
- f) Connecting to the main road P54

C3.1.3. EXTENT OF THE WORKS

The works consist of the construction of Nomkhosi Creche Access Road, stormwater drainage and culverts. The road starts from the main road P54 to the community creche and also serves as an access to the community.

It must however be noted that the scope of works can be adjusted in order to fit the available budget if it is deemed necessary.

C3.1.4. TECHNICAL SPECIFICATIONS

The Bidder to construct the Nomkhosi Creche Access Road in Ward 17, complete as per the following and attached drawings:

- 1. 0.5km of 5.9m wide of 200mm gravel wearing course.
- 2. 5x culverts.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C3.1.5. LOCATION OF THE WORKS

The project is located in the KwaZulu Natal Province at Nquthu Local Municipality under the area called Nomkhosi village in Ward 19 which is located approximately 30 km away from Nquthu Central Business Centre. The site is in the vacant land, near the rural residential houses. The project coordinates are **27 ° 57' 38" S, 30 ° 37' 08" E**

C3.1.6. TEMPORARY WORKS

There are no major temporary works on the contract.

C3.2. TECHNICAL

C3.2.1. DESIGN SERVICES AND ACTIVITY MATRIX

Responsibilities for the design and activity matrix can briefly be classified as follows:

- Final design for fixed works : Employer
- Setting out the Works : Contractor
- Preparation of as-built drawings : Contractor

C3.2.2. EMPLOYER'S DESIGN

The employer's design is depicted on the tender drawings, and provides for detailed design of all of the fixed works. The drawings will be issued as construction drawings upon the award of the contract.

C3.2.3. DESIGN BRIEF

The contractor to note that works will occur in a built-up area and also connecting into a main road P54. These are the risks of safety that need incorporation into his pricing.

The contractor to satisfy the Engineer as to the methodology to be followed and will not proceed until this has officially been approved. Approval thereof will however not transfer the responsibility for safe working practice from the contractor, who will remain responsible therefore.

C3.2.4. DRAWINGS

C3.2.4.1. Drawings Prepared for the Contractor

The following drawings are bound into the bid document and comprise the tender drawings:

DRAWING NUMBER	REV	DRAWING DESCRIPTION	SIZE
20-19-SL-01	0	SITE LAYOUT	A1
20-19-SD-02	0	STANDARD DETAILS	A1

C3.2.5. AS-BUILT DRAWINGS AND INFORMATION

All information in possession of the contractor that is required by the Engineers representative in order to complete the as-built drawings and to prepare a completion report for the employer must be submitted to the engineer's representative before a Certificate of Practical Completion will be issued for the works.



C3.3. PROCUREMENT

C3.3.1. SUB-CONTRACTING

As required by Clause 8 - 4 of the Conditions of Contract, the contractor shall be responsible for all work carried out by sub-contractors (whether nominated by the employer or selected by the contractor) on his behalf. The engineer will not liaise directly with any sub-contractor, nor will he become involved in any problems and / or disputes related to payments, programming, workmanship etc, unless provided for in the Conditions of Contract. Such problems and / or disputes shall remain the sole concern of the contractor and his sub-contractors.

C3.4. CONSTRUCTION

C3.4.1. STANDARD SPECIFICATIONS

Although not bound in, nor issued with this document, the following standardized specifications shall form part of the contract document and, notwithstanding the provisions of Sub-clause 2.2 of SANS Clause 8, the additions specified below shall apply.

SANS 1200 Series, and in particular:

SABS 1200 A	:	General
SABS 1200 AA	:	General (small works)
SABS 1200 AB	:	Engineer's Office
SABS 1200 C	:	Site Clearance
SABS 1200 D	:	Earthworks
SABS 1200 DA	:	Earthworks (small works)
SABS 1200 DB	:	Earthworks (pipe trenches)
SABS 1200 DM	:	Earthworks (roads, subgrade)
SABS 1200 G	:	Concrete (Structural)
SABS 1200 LB	:	Bedding (pipes)

Model Preambles of Trades - 1999 Edition

All building works shall be in accordance with the "Standard Preambles of Trades".
The abovementioned documents may be viewed at the offices of the Engineer and is available from:

South African Bureau of Standards
Private Bag X 191
PRETORIA
0001

and

South African Quantity Surveyors Association
P. O. Box 3527
HALFWAY HOUSE
1685

C3.4.2. ITEMS NOT COVERED IN THE SPECIFICATIONS

Some of the items in the Schedule of Quantities may not be covered by the Standard Specifications. These items are detailed on the drawings or described in the Schedule of



Quantities. The rates tendered must include all labour material etc. No additional payments will be considered.

C3.5. HEALTH AND SAFETY SPECIFICATIONS

C3.5.1. CLIENT RESPONSIBILITIES

The health and safety specifications are prepared to discharge the client's responsibilities in terms of the Occupational Health and Safety Act, Act No. 85 of 1993 (OSHACT) and the attendant regulations. The most noteworthy of these regulations are the Construction Regulations (GNR 1010 of 18 July 2003), the General Administrative Regulations (GNR 929 of 25 June 2003) and the General Safety Regulations (GNR 1031 of 30 May 1986 and subsequent amendments).

A health and safety specification is a documentation of all the health and safety requirements pertaining to the construction works so as to ensure health and safety of affected persons.

In terms of the Construction Regulations attached to the OSHACT the client is responsible for:

- Preparing a documented health and safety specification for the construction work, and provide any principal contractor who is making a bid or appointed to perform construction work for the client with the same;
- promptly providing the principal contractor and his or her agent with any information which might affect the health and safety of any person at work carrying out construction work;
- appointing each principal contractor in writing for the project or part thereof on a construction site;
- taking reasonable steps to ensure that each principal contractor's health and safety plan is implemented and maintained on the construction site: Provided that the steps taken shall include periodic audits at intervals mutually agreed upon between the client and principal contractor, but at least once every month;
- stopping any contractor from executing construction work which is not in accordance with the principal contractor's health and safety plan for the site or which poses to be a threat to the health and safety of persons;
- ensuring that where changes are brought about, sufficient health and safety information and appropriate resources are made available to the principal contractor to execute the work safely;
- ensuring that every principal contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site; and
- ensuring that potential principal contractors submitting tenders, have made provision for the cost of health and safety measures during the construction process.

A client shall discuss and negotiate with the principal contractor the contents of the health and safety plan and thereafter finally approve the health and safety plan for implementation.

A client shall ensure that a copy of the principal contractor's health and safety plan is available on request to an employee, inspector or contractor.

No client shall appoint a principal contractor to perform construction work, unless the client is reasonably satisfied that the principal contractor that he or she intends to appoint has the necessary competencies and resources to carry out the work safely.



A client may appoint an agent in writing to act as his or her representative and where such an appointment is made, the responsibilities as are imposed by these regulations upon a client, shall as far as reasonably practicable apply to the person so appointed.

No client shall appoint any person as his agent, unless the client is reasonably satisfied that the person, he or she intends to appoint has the necessary competencies and resources to perform the duties imposed on a client by these regulations.

C3.5.2. OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

C3.5.2.1. The purpose of the Occupational Health and Safety Specification

The purpose of the Occupational Health and Safety Specification (OHSS) is to assist contractors to achieve compliance with the Occupational Health and Safety law, in order to reduce incidents and injuries. The OHSS will be implemented during the construction of this project or any construction activity that the Employer has control over.

The OHSS is a performance specification to ensure that the Employer and any bodies that enter into formal agreements with the Employer viz. Agents, Consultants, Principle Contractors and Sub-Contractors achieve an acceptable level of OHS performance. No advice, approval of any document required by the OHSS such as hazard identification and risk assessment action plan or any other form of communication from the Employer shall be construed as an acceptance by the Employer of any obligation that absolves the Contractor from achieving the required level of performance and compliance with legal requirements. Further, there is no acceptance of liability by the Employer which may result from the Contractor failing to comply with the OHSS, i.e. the Contractor remains responsible for achieving the required performance levels.

C3.5.2.2. Implementation of the Occupational Health and Safety Specification

This OHSS forms an integral part of the Contract, and Contractors are required to make it an integral part of their Contracts with Sub-Contractors and Suppliers. It will be disseminated by the Employer to persons responsible for the design of the infrastructure works, who will ensure that it is included in the Tender Document(s) issued to prospective Contractors. The prospective Contractors shall incorporate the requirements of the OHSS in their submission of tenders to the Employer. Some of the requirements of the OHSS are detailed in Annexure A.

This specification must be read in conjunction with the Occupational Health and Safety Act, Act No 85 of 1993 (as amended), the Regulations as published in Government Notice No R 1010 of 18 July 2003, the General Administrative Regulations as published in Government Notice No R 929 of 25 June 2003, as well as the General Safety Regulations published in Government Notice No. R 1031 of 30 May 1986, as amended. If blasting is to be conducted on site the Explosives Regulations published in Government Notice No. R 109 of 17 January 2003, would become applicable. It is noted that blasting, at the time of tender, will not be required.

These documents are obtainable as one publication entitled "Occupational Health and Safety Act and Regulations, 85 of 1993 (Full Version) Third Edition" published by Lexis Nexis Butterworths, 215 North Ridge Road, Morningside, 4001, Durban, KwaZulu-Natal.

3.5.2.2 Scope

This OHSS covers the requirements for eliminating and mitigating incidents and injuries in all Employer controlled projects.



The scope also addresses legal compliance, hazard identification and risk control, promoting a health and safety culture amongst those working on the project and those affected by the activities taking place in and around them.

3.5.2.3 Interpretations

3.5.2.3.1 Application

Compliance to the requirements of the OHSA, Construction regulations and General Safety Regulations is in addition to the requirements of the OHSS and is part of the Contractor's responsibility. The Employer will through the Agents, as appointed, monitor that the Contractor complies with the requirements of the OHSA and will not prescribe to the Contractor how such compliance is achieved.

3.5.2.3.2 Definitions

The definitions used will be those set out in the Construction Regulations, GNR 1010 of 18 July 2003 with the following additions:

Engineer:

Means a competent person appointed by the employer to design, supervise and monitor construction on their behalf.

Induction Training:

Means once off introductory training on general health and safety issues given to all employees before commencement of work on site.

Risk:

Means the probability or likelihood that a hazard can result in injury or damage.

Site:

Means the area in the possession of the Contractor for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the Contractor, and approved for such use by the Engineer.

The Act:

Means, unless the context indicates otherwise, the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and Regulations promulgated there under.

3.5.2.4 Requirements At Tender Stage

The Contractor shall make available the following with his completed tender:

An outline of a Health and Safety Plan as described in Regulation 5 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2003 and this specification and will be subject to approval by the Employer. This will include a Hazard Identification and Risk Assessment Analysis appropriate to the project.

A declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2003.

Failure to submit the foregoing with his tender or during tender evaluation, will lead to the conclusion that the Contractor is not be able to carry out the work under the contract safely in accordance with the Construction Regulations and may result in the tender being disqualified.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



3.5.2.5 Notification Of Commencement Of Construction Work

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

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

The notification must be done in the form of the pro forma included as Annexure A to the Construction Regulations, 2003.

The address details of the provincial director are as follows:

The Provincial Director: KwaZulu-Natal
Department of Labour
P.O. Box 940
DURBAN
4000

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

3.5.2.6 Guidelines For The Development Of A Health & Safety Plan

3.5.2.6.1 Background

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

3.5.2.6.2 Framework for an Occupational Health and Safety Plan

Introduction

The Contractor has to demonstrate to the Client that he has a suitable and sufficiently documented Occupational Health and Safety Plan as well as the necessary competencies, experience and resources to perform the construction work safely. The Contractor is required to submit at, or before, the site handover meeting, the following documentation for perusal and verification by the Client or the Client's Agent:

- Management Structure including an organogram
- Quality Plan
- "Letter of good standing" from the Compensation Commissioner or licensed compensation insurer.
- Proof of induction and other training of employees

Contents of an Occupational Health and Safety Plan

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



The Occupational Health and Safety Plan shall include the following:

Occupational Health and Safety Management Programme

- A risk assessment carried out in terms of Regulation 7 of the Construction Regulations;
- Management of occupational health and safety risks;
- Occupational health and safety structures and appointments; and
- Programme of occupational health and safety inspections.

Statement Regarding the Communication and Management of the Work

- Management structure and responsibilities;
- Occupational Health and Safety objectives for the project and arrangements for monitoring and review of Occupational Health and Safety performance;
- Arrangements for:
 - o Regular liaison between parties on site;
 - o Creating and maintaining the health and safety file;
 - o Consultation with the workforce;
 - o The exchange of design information between the Client, Engineer, supervisors and subcontractors on site;
 - o Handling design changes during the project;
 - o Selection and control of subcontractors;
 - o The exchange of Occupational Health and Safety information between all subcontractors;
 - o Security;
 - o Site induction and on site training;
 - o Facilities and first-aid;
 - o The reporting and investigation of accidents and incidents;
 - o The production and approval of method statements;
 - o Site Occupational Health and Safety rules;
 - o Fire and emergency procedures;
 - o Reporting to the Client i.e. results of Occupational Health and Safety inspections;
 - o Incident investigations and committee meetings; and
 - o Reporting of incidents to the Department of Labour and Compensation Commissioner where appropriate.

3.5.2.7 Appointment of Safety Personnel

3.5.2.7.1 Construction Supervisor

In terms of Section 16 of the Act, the Chief Executive officer of the Contractor may delegate, in writing, part or all of his powers to a suitable person on the site. The Contractor shall appoint a full-time Construction Supervisor, in writing, in terms of Section 6.1 of the Regulations with the duty of supervising the performance of the construction work.

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

3.5.2.7.2 Construction safety officer

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



In terms of Section 6 of the Regulations the Contractor shall appoint in writing a full-time or part-time Construction Safety Officer. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision has been made in the schedule of quantities to cover the cost of the construction safety officer.

3.5.2.7.3 Health and safety representatives

In terms of Sections 17 and 18 of the Act the Contractor shall appoint, in writing, a health and safety representative whenever he has more than 20 employees in his employ on the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 50 employees.

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

3.5.2.7.4 Health and safety committee

In terms of Sections 17,18 and 19 of the Act the Contractor (as employer), shall establish one or more health and safety committee(s) where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

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

3.5.2.7.5 Competent persons

In accordance with the Construction Regulations the Contractor shall appoint, in writing, competent persons responsible for supervising construction work for the following work situations that may be expected on the site of the works, as applicable to the project.

- Risk assessment (Regulation 7);
- Fall protection (Regulation 8);
- Formwork and support work (Regulation 10);
- Excavation work (Regulation 11);
- Scaffolding work (Regulation 14);
- Suspended platform operations (Regulation 15);
- Material Hoists (Regulation 17);
- Batch plant operations (Regulation 18) if this required on site;
- Construction vehicle and mobile plant (Regulation 21(1));
- Use and temporary storage of flammable liquids on construction site (Regulation 23);
- Stacking and storage on construction sites (Regulation 26); and

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- Fire precautions on construction sites (Regulation 27).

Such competent persons, who are not mentioned in the list above, but who become necessary during the course of the construction, should also be appointed in writing when it becomes necessary.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed. The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with all requirements of the Construction Regulations.

3.5.2.8 Project / Site Specific Requirements

A description of the works to be constructed can be found in Portion 1 of the Project Specifications, Clause PS4 Details of Contract.

3.5.2.8.1 List of Activities

A list of activities has been identified for the project and the construction site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor is provided below. This list is not to be considered as exhaustive and other items must be added as required. The list is based upon the client's estimation of the risks faced during construction and should be added to (or reduced) by the contractor as he deems necessary.

Main task	Sub task
Concrete work	Operation of small mixers
	Placing concrete with ready mix trucks/dumpers
	Placing concrete manually
	Finishing of concrete surfaces
Excavations and Earthworks	By manual labour
	By excavating equipment (compactors, excavators and tippers)
	Operations inside excavations/trenches
	In narrow trench
	Placing and compacting fill
	The sequence of opening and closing trenches and the protections around open trenches
	Dealing with the public/trespassers
Elevated working	Scaffolding and support work
	Ladders
	Risk of falling
Electrical	Temporary installations
	Working near power lines
Fire	Use and placement of fire extinguishers
	Fire fighting
Shuttering and formwork	Off loading and handling/Erection and removal
	Storage
Miscellaneous	Site establishment
	Housekeeping and General storage
	Movement of equipment
	Use of personal transport
Hazardous materials	Fuels and Lubricants
	Cement and cement bags

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Main task	Sub task
Stormwater Pipe laying	Handling and fixing of pipes
	Transport and storage of pipes

In addition, the following health risks should be taken into account. It may become necessary to include others according to the requirements of the project.

3.5.2.8.2 Health Risks

- Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
- Exposure to noise
- Exposure to vibration
- Protection against dehydration and heat exhaustion
- Protection from wet & cold conditions
- Exposure to hazardous substances and chemicals used on site.

3.5.2.8.3 Emergency Procedures

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

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

Emergency procedure(s) shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, bomb threats, major incidents/accidents, etc. The Principal Contractor shall advise the Client, Agent, Engineer and all relevant authorities forthwith, of any emergencies, together with a record of action taken. This shall be confirmed in writing as soon as possible after the incident. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc) must be maintained and available to site personnel. These procedures shall form part of the Health and Safety Plan.

3.5.2.8.4 First Aid Boxes and First Aid Equipment

The Principal Contractor and all Contractors shall appoint in writing First Aider(s). If not already accredited, the appointed First Aider(s) are to be sent for accredited First Aid training. Valid certificates are to be kept on site. The Principal Contractor shall provide an on-site First Aid Station with first aid facilities, including first aid boxes containing, at least, the requirements of the Annexure to Section 3 of the General Safety Regulations. All Contractors with more than 5 employees shall supply their own first aid box. Contractors with more than 10 employees shall have a trained and certified First Aider on site at all times.

3.5.2.8.5 Personal Protective Equipment (PPE) and Clothing

The Principal Contractor shall ensure that all workers are issued with and shall wear hard hats, protective footwear and overalls as well as any other necessary PPE as set out in Section 2.3 of the General Safety Regulations. Contractors are encouraged to provide reflective vests for all their staff. The Principal Contractor and all Contractors shall make provision and keep adequate quantities of SABS approved PPE on site at all times. This shall include necessary safety gear for visitors. The Principal Contractor shall clearly outline procedures to be taken when PPE or Clothing is:

- Lost or stolen;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- Worn out or damaged; and
- Issued to temporary labour or staff.

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

3.5.2.8.6 Occupational Health and Safety Signage

The Contractor shall provide adequate on-site OHS signage. This should include but is not limited to: “no unauthorized entry”, “report to site office”, “site office”, “beware of overhead work”. Signage shall be posted up at all entrances to site as well as on site in strategic locations e.g. access routes, entrances to structures and buildings, scaffolding, and other potential risk areas/operations. These signs shall be in accordance with the requirements of the General Safety Regulations as amended.

3.5.2.9 Health and Safety File

The Contractor shall in terms of Construction Regulation 5(7) maintain a Health and Safety File on site at all times. The Health and Safety File is a file or other permanent record containing information on aspects of the construction project - which will be necessary to ensure the health and safety of any person who may be affected by the construction work.

The Contractor shall appoint a suitably qualified person to prepare the Health and Safety File and to keep it up to date for the duration of the contract. The Health and Safety file shall include at least the following information:

- All Documents as required by the Act and Regulations
- All reports of inspections and audits
- All non-conformity reports
- All working drawings, calculations and design where applicable
- Detailed list of sub-contractors with contact details
- List of all hazardous materials used and stored on site with Data Sheets and Materials Hazard Data sheets
- All Hazard Identification and Risk Assessments carried out for the project.
- All Health and Safety Plans for the project.
- All method statements
- Minutes of all relevant meetings
- Incident records, including investigations and results
- Record of all appointments under the Regulations

The attached Annexure A is a list of the records to be kept on site. This is provided as a guideline to contractors and may not be complete.

The Health & Safety File shall be handed over to the Client on completion of the contract. It must contain all the documentation as set out above, or as instructed, as well as any handed to the Principle Contractor by any subcontractors together with a record of all drawings, designs, materials used and other similar information concerning the completed project.

3.5.2.10 Risk Assessment

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

Risk is a measure of the likelihood that the harm from a particular hazard will be realized, taking into account the possible severity of the harm. Harm to people includes death, injury (permanent or temporary), physical or mental health or any combination thereof. Risk management in health and safety includes the identification of hazards, assessing risks, taking action to eliminate or reduce the risk, monitoring the effectiveness and performing



regular reviews of the entire process. The Contractor shall compile method statements to address or handle the following:

- Hazards particular to the contract
- Identify what could go wrong and how
- Identify the likelihood of this happening
- Identify the persons at risk
- Identify the extent of possible harm
- Eliminating or reducing this risk
- A monitoring plan
- A review plan

Contractors must ensure that all subcontractors conduct risk assessments for their scope of work as well.

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

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

3.5.2.11 Arrangements For Monitoring And Review

The Client will conduct a Monthly Audit to audit compliance with Construction Regulation 4 (1) (d) to ensure that the Contractor has implemented and is maintaining the agreed and approved OH&S Plan.

The Client reserves the right to conduct other ad hoc audits and inspections as deemed necessary.

A representative of the Contractor must accompany the Client on all audits and inspections and may conduct his own audit/inspection at the same time. Each party will, however, take responsibility for the results of his own audit/inspection results.

3.5.2.12 Measurement And Payment

The following items are included in the Schedule of Quantities to ensure that the Contractor provides adequate occupational health and safety standards on site.

Item 1.6- Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations

The full amount will be paid in one installment only once:-

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

Item 1.7- Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations

The tendered lump sum shall represent full compensation for that part of the contractor's general obligations in terms of the Occupational Health and Safety Act and applicable regulations which are mainly a function of time. The sum will be paid monthly only after payment for Item 1.15A has been made.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Item 1.8- Provision of a part time / full time (delete as applicable) Construction Safety Officer

The tendered sum shall include for the cost of a construction safety officer on a full or part time basis (as the contractor deems necessary), his overheads, transport and all others items necessary for the proper carrying out of his duties. Contractor to indicate if his submission is for a part time or a full time construction Safety Officer.

Item 1.9- Submission of the Health and Safety File

Expenditure under this item shall be made in accordance with the general conditions of contract.

This amount will be paid only once the Contractor has met all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and has submitted his Health and Safety File complete as envisaged on this specification to the Client's satisfaction. This must be done prior to the issue of a Certificate of Completion.



ANNEXURE A

RECORDS TO BE KEPT ON SITE

ITEM	CR	RECORD TO BE KEPT	RESPONSIBLE PERSON
2.	4(3)	Copy of Principal Contractor's Health & Safety Plan Available on request	Client (Consultant)
3.	5(6)	Copy of Principal Contractor's Health & Safety Plan As well as each Contractor's Health & Safety Plan Available on request	Principal Contractor
4.	5(7)	Health & Safety File opened and kept on site (including all documentation-required i.t.o. OHSA & Regulations Available on request	Contractor
5.	5(8)	Consolidated Health & Safety File handed to Client on completion of Construction work. To include all documentation required i.t.o. OHSA & Regulations and records of all drawings, designs, materials used and similar information on the structure.	Principal Contractor
6.	5(9)	Comprehensive and Updated List of all Contractors on site, the agreements between the parties and the work being done Included in Health & Safety file and available on request	Principal Contractor
7.	6(7)	Keep record on the Health & safety File of the input by Construction Safety Officer [CR 6 (6)] at design stage or on the Health & Safety Plan	Contractor
8.	7(2)	Risk Assessment Available on site for inspection	Contractor
9.	7(9)	Proof of Health & Safety Induction Training	Every Employee on site
10.	8(3)	Construction Supervisor [CR 6 (1)] has latest updated version of Fall Protection Plan [CR 8 (1)]	Contractor
11.	9(2)(b)	Inform Contractor in writing of dangers and hazards relating to construction work	Designer of Structure
12.	9(3)	All drawings pertaining to the design of structure On site available for inspection	Contractor
13.	9(4)	Record of inspection of the structure [First 2 years – once every 6 months, thereafter yearly]	Owner of Structure
14.	9(5)	Maintenance records – safety of structure Available on request	Owner of Structure
15.	10(1)(d)	Drawings pertaining to the design of formwork/support work structure Kept on site, available on request	Contractor
16.	11(3)(h)	Record of excavation inspection On site available on request	Contractor
17.	15(11)	Suspended Platform inspection and performance test records Kept on site available on request	Contractor
18.	17(8)(c)	Material Hoist daily inspection entered and signed in record book kept on the premises	Contractor
19.	17(8)(d)	Maintenance records for Material Hoist Available on site	Contractor
20.	18(9)	Records of Batch Plant maintenance and repairs On site available for inspection	Contractor
21.	19(2)(g)(ii)	Issuing and collection of cartridges and nails or studs (Explosive Powered Tools) recorded in register – recipient signed for receipt as well as return	Contractor
22.	21(1)(d)	Findings of daily inspections (prior to use) of Construction Vehicles and Mobile Plant	Contractor
23.	22(d)	Record of temporary electrical installation inspections [once a week] and electrical machinery [daily before use] in a register and kept on site	Contractor
24.		Copies of all appointments made in regard to safety supervisors and inspectors	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C3.6 ENVIRONMENTAL MANAGEMENT PLAN FOR THE CONSTRUCTION PHASE

3.6.1 Construction Phase Management Programme

The management criteria, objectives and actions are organized in this document according to generic groups of activities that are similar in nature. In reality, some of these may vary with different activities and environmental aspects.

3.6.1.1 Site Establishment and Method Statements

The Engineers Representative and Contractor shall discuss, and plan the site layout and establishment in detail, including the production of a sketch plan showing the construction site layout designed to avoid the impacts discussed further on. This plan must be approved by the Engineers Representative prior to construction commencing. Thereafter, the Contractor shall provide all method statements detailing the construction programme, methods and associated plant. These details must be approved before construction commences. Any changes to a proposed method that could have significant environmental consequences shall be agreed upon with the Engineers Representative first, before proceeding with the change.

The boundaries of each individual active construction areas are to be determined and pegged at the initial site meeting. Since portions of construction will occur in a populated rural area, it is important to ensure that the active construction areas are fenced/barrier taped to prevent unauthorized access to the construction site. Local residents must be informed of the proposed development and the potential dangers associated with the construction i.e. open excavations, wet cement, construction materials. Similarly, construction personnel are to be informed that encroachments into surrounding lands will carry severe penalties.

3.6.1.2 Transport of Materials, Equipment and Staff to Site

This section of the EMP covers the issues associated with the transport of construction material, equipment and staff to and from the site. The aim of this component of the EMP is to ensure that the transport activities associated with the project do not impact significantly on the environment and the surrounding residents.

- Access to the construction sites will be via existing roads. The contractor will monitor the condition of the road in the vicinity of the construction areas and should the road be damaged due to construction activities, the road will be repaired within two days of detection/complaint/notification.
- Equipment lay-down areas and material storage areas must be discussed and agreed to with the neighboring landowners and specified in the Site Establishment Plan for each individual construction site.
- Lay-down and material storage areas must be located away from the banks of rivers to avoid any contaminated stormwater runoff from entering the rivers. In addition, stormwater diversion berms or cut-off trenches must be constructed around the lay down areas.
- All potentially hazardous materials i.e. fuels, oils and chemicals, will be stored in an acceptable manner. In addition, all hazardous material storage areas will be bunded, with a minimum of sand bags.
- In the event of a spill of construction material, either hazardous or non-hazardous, the material must be contained in an area as small as possible. The split material must then be removed and disposed of in a legally acceptable manner. In the vent of hazardous material spillage and cleanup, a safe disposal certificate will be required. In



the event of a spill the Engineer must be notified immediately. Drivers will reduce speed and exercise caution due to pedestrians and other road users, especially in the vicinity of the construction site.

- The majority of the construction will take place adjacent to existing roads and, as such are utilized on a regular basis, throughout the day and night, by local residents. The contractor must ensure that the roads adjacent to construction areas are kept clear at all times and not blocked by construction vehicles or equipment. Should a road closure be required during the contract this must be discussed with the Department of Transport and the local community.

3.6.1.3 Excavation and Storage

This section of the EMP deals with the earthworks to be undertaken during the construction period. The aim of this component of the EMP is to ensure that the area of impact due to construction is minimized and all material excavated during construction is stockpiled in an appropriate manner.

- The area of disturbance for the laying of pipes should be limited to 3m. Where possible woody vegetation must be trimmed back instead of removed and the pipelines must be diverted around large trees. The area of disturbance for construction of the reservoir is to be limited to the minimum extent necessary.
 - The topsoil (top 30mm of the soil) must be excavated and stockpiled separately
 - The subsoil excavated and stockpiled adjacent to the trench.
- The stockpiles must be positioned away from the banks of rivers and streams to prevent soil-laden run-off from draining directly into the watercourses. Long-term stockpiles must be stabilized to at least a 1:4 slope that are not longer than 20m.
- Any blasting or jackhammer operation will be limited to times when air movement is minimal and site operating hours (at present no blasting is anticipated, however it may be necessary in areas with rocky substrates).
- The flow of water in any river must not be stopped during construction. Any activity requiring a temporary stoppage in the flow of water must be discussed in detail at the preliminary site meeting and a detailed method statement provided. Under normal construction conditions the water must be diverted around the construction site.
- Material that is excavated may either be used in final site rehabilitation or must be disposed at a suitable spoil area. The Contractor, in consultation with the Site Engineer, will identify a suitable spoil area.

3.6.1.4 Construction

This section of the EMP deals with the construction and associated activities on the site. The aim of this component of the EMP to manage all possible impacts that may arise during the construction of the trash trap.

- All activities for construction e.g. concrete production will be located away from river banks with cut-off trenches or stormwater diversion berms constructed to ensure that any contaminated run-off does not drain directly into rivers.
- Water required for construction activities may be obtained from the river, however no water for domestic use may be abstracted from the river due to the risk of cholera in the area.
- All waste i.e. construction and general, generated by activities on the site will be disposed of in a waste disposal area to be designated in the Site Establishment Plan.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



The area is to be equipped with suitable containers i.e. skips or bins, of sufficient capacity. The contents of the skips/bins will be disposed of at a permitted waste disposal facility when they have reached capacity.

- No fires will be allowed on site. All cooking undertaken on the site must be done on gas equipment.
- The Contractor will provide temporary ablution facilities i.e. chemical toilets, for construction workers for the duration of the contract. These toilets must be located away from the river. Workers must be warned that severe penalties will be imposed if they do not utilize the facilities provided.
- The construction site is to be kept neat and tidy i.e. good housekeeping practices to be implemented.

3.6.1.5 Site Rehabilitation and Re-vegetation

This section of the EMP deals with the site rehabilitation and re-vegetation after construction is complete.

- On completion of construction, all unused material and waste must be removed from the site.
- All erosion protection and prevention measures must be implemented as per the design requirements.
- All excavated material not utilized during the rehabilitation process must be disposed of at an appropriate spoil site.
- Disturbed area where construction or related activities have occurred will be re-vegetated, where appropriate. These areas will be ripped and scarified before rehabilitation commences. The following grassing specification must be used during the re-vegetation of the site:
 - fertilizer
 - Standard 2:3:3 (N:P:K) fertilizer shall be used on the site
 - Rate of Application – 200kg/hectare
 - grass seed mix
 - Eragrostis tef (Teff) (5kg/ha)
 - Eragrostis curvula (Weeping lovegrass) (10kg/ha)
 - Chloris gayana (Rhodes grass) (10kg/ha)
 - Digitaria pruriens (Smuts fingergrass) (5kg/ha)
 - irrigation
 - 25mm of irrigation per day until 60% ground cover achieved
- The seeding method recommended for re-vegetation is hand broadcasting, due to the small area to be re-vegetated. No trees or shrubs will be replaced during the re-vegetation process.
- All alien invasive plant species in the vicinity of the site must be removed prior to reinstatement and re-vegetation of the site. This will assist in the establishment of the new vegetation.
- The progress of the re-vegetation must be monitored on a regular (monthly) basis until at least 85% cover is achieved with no areas in excess of 0.04m² remaining un-vegetated.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



3.6.1.6 Working Hours

Portions of the construction site is located within populated rural areas, therefore all activities in the areas will be limited to between 07h00 and 17h00 during weekdays. Any work to be undertaken on weekends will be subject to the standard conditions a laid down in the contract document. These working hours will be strictly enforced and no loitering of Contractor's staff will be allowed after hours, except any security personnel appointed by the Contractor.

Due to the remote location of the site accommodation may be provided. The method for the hiring of labour, if required, will be confirmed during the facilitation process.

3.6.1.7 Complaints

A procedure for lodging of complaints must be established and this must be communicated to the surrounding residents.

- *Within 24 hours* the Contractor will report to the Project Manager the occurrence or detection of any incident at the site, or incidental to the operation of the site which has the potential to cause, or has caused water pollution of the environment, health risks or nuisance conditions or which is a contravention of the authorization conditions.
- *Within 7 working days* (or a shorter period of time) from the occurrence or detection of any incident, an action plan will be submitted, with a detailed time schedule giving measures taken to:
 - Correct the impacts of the incident;
 - Prevent the incident from causing any further impacts; and
 - Prevent a recurrence of a similar incident.

An incident report and complaints register is to be kept and made available to the site engineer.

3.6.1.8 Compliance with Environmental Specification

The contractor is deemed not to have complied with the Environmental Specifications if:

- Within the boundaries of the site, site extensions and access roads there is evidence of contravention of clauses;
- Environmental damage occurs due to negligence;
- The contractor fails to comply with corrective or other instructions issued by the Project Manager or Clerk of Works within a specified time period;
- The contractor fails to respond adequately to complaints from the public.

Application of a penalty clause will apply for incidents of non- compliance. The penalty imposed will be per incident. Unless otherwise stated in the project specification, the penalties imposed per incident or violation will be as follows:

<i>Incident/ Violation</i>	<i>Penalty</i>
Failure to stockpile material correctly	R 1 000
Pollution of water bodies	R 3 000
Failure to control stormwater runoff	R 1 500
Failure to provide adequate sanitation	R 3 000
Unauthorized removal / clearing of vegetation	R 10 000
Failure to provide adequate waste disposal facilities and services	R 5 000
Failure to reinstate disturbed areas within specified time period	R 3 000
Failure to rehabilitate disturbed areas within 3 months of completion	R 5 000
Any other contravention of the environmental specification	R 1 000



Kagore
Site Investigations

NOMKHOSI CRECHE ACCESS ROAD

GEOTECHNICAL INVESTIGATION REPORT

Prepared for:

KHUSI PROJECTS

JULY 2021

REVISION 01

Prepared by:

KAGORE SITE INVESTIGATIONS (PTY) LTD

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**NOMKHOSI CRECHE ACCESS ROAD
NQUTU**

Geotechnical Investigation Report

JULY 2021

Compiled by:

D Buwu, Cert Sci Nat
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TABLE OF CONTENTS

1	INTRODUCTION	1
1.1	Preamble.....	1
1.2	Appointment	1
1.3	Database.....	1
1.4	Ojectives	1
2	FACTUAL REPORT.....	2
2.1	Literature Review	2
2.2	Field Work.....	2
2.3	Office and Laboratory Work	3
2.4	Site Description	3
2.4.1	General Site Location, Topography and Drainage Conditions.....	3
2.4.2	Climate	4
2.4.3	Vegetation.....	4
2.4.4	Site Geology	4
2.5	Observations.....	5
2.5.1	Trial Pits	5
2.5.2	Dynamic Probe Light (DPL) Tests	6
2.5.3	Ground Water Conditions	7
2.6	Laboratory Testing	7
3	INTERPRETIVE REPORT	8
3.1	Discussion of Results.....	8
3.1.1	Topsoil	8
3.1.2	Fill.....	8
3.1.3	Subgrade Conditions - Hillwash	8
3.2	Excavation Classification	8
4	CONCLUSIONS AND RECOMMENDATIONS.....	8
4.1	Construction Challenges.....	9
4.2	Earthworks.....	9
4.3	Control Testing.....	9
4.4	Additional Investigations	9
	REFERENCES	10

FIGURES

Figure 2-1: Site Plan	2
Figure 2-2: Site Locality Plan	4
Figure 2-3: Local Geology Map (N.T.S)	5

TABLES

Table 2-1: Soil Horizon Data	5
Table 2-2: Summary of Index Test Results	7
Table 2-3: Summary of Strength Test Results	7

ANNEXURES

Appendix A: TRIAL PIT LOGS

Appendix B: LABORATORY TEST RESULTS

Appendix C: DYNAMIC PROBE LIGHT RESULTS

1 INTRODUCTION

1.1 Preamble

This report presents the results of a detailed geotechnical investigation undertaken for the proposed Nomkhosi Creche Access Road. The fieldwork for this investigation was carried out on the 25th of June 2021. The project site is in Ngolokodo area of Nqutu, in KwaZulu-Natal Province of South Africa. Information available to KagoreSI at the time of the investigation was that the proposal is to upgrade the existing access from the current earth road to a gravel surfaced access road. The approximate length of the road is 0.55km. The relevant work undertaken during the field investigation included the following:

- The manual excavation of two trial pits,
- Driving of two Dynamic Probe Light (DPL), and
- Laboratory testing on selected samples.

The interpretation of the overall subsurface conditions across the site is inferred, using professional judgement, from the interpolation and extrapolation of point information assimilated from the various test positions. In the event, during construction, of any major variances from this being evident, then the services of a geotechnical professional must be sought.

1.2 Appointment

Kagore Site Investigations (Pty) Limited, now KagoreSI was appointed by Mr L Nyamuranga, a representative from Khushi Projects.

1.3 Database

The following documents were used during the compilation of this report:

- The 1:250 000 scaled, 2730, Geological Map sheet of Vryheid; and
- Nomkhosi Creche Access Road – Design Report.

1.4 Objectives

The objectives of the investigation were to complete a materials investigation along the proposed road giving: -

- The soil/rock profiles to approximately 1.20m depth.
- An assessment of the near surface soils, for use in earthworks and road pavement layers.

- Comment on any perceived geotechnical problems which may affect either the design or construction of the road.

2 FACTUAL REPORT

2.1 Literature Review

Prior to the commencement of field work, a literature review was conducted on the data obtained from previous investigations by both Kagore Site Investigation (Pty) Ltd and other consultants in the area. A 1:250 000 “2730 Vryheid” geological map was consulted to determine the local geology.

2.2 Field Work

On the 25th of June 2021, two (2) trial pits were manually advanced from the ground surface utilising pick and shovel to 1.20m depth. The trial pits were set out in the field using a hand-held GPS and are referenced CH0+170 (TP1) and CH0+400 (TP2). The locations of the trial pits are indicated on the site plan presented as Figure 2-1 below.



Figure 2-1: Site Plan

Each trial pit was profiled by a Professionally Registered Engineering Geologist according to the “Guidelines for Soil and Rock Logging in South Africa, 2002”. Representative disturbed subsoil samples were retrieved from the trial pits for laboratory testing. The detailed soil profiles are presented in Appendix A and laboratory test results are included in Appendix B of this report.

Dynamic Cone Penetrometer (DCP) tests were conducted adjacent to the trial pits to augment the information obtain from the trial pits. The DCP results sheets are presented in Appendix C.

2.3 Office and Laboratory Work

From the soil samples recovered during the field work, California Bearing Ratio (CBR), Modified AASHTO density/Moisture relationship, sieve analysis, Atterberg Limits and hydrometer analysis of fines tests were conducted at a SANAS accredited laboratory. A summary of the tests results is presented in Section 2.6, while the complete test results sheets are included in Appendix B.

This report was prepared using the data obtained from all the sources mentioned above.

2.4 Site Description

2.4.1 General Site Location, Topography and Drainage Conditions

According to the information provided to KagoreSI by the client, the proposed site is located at Ngolokodo area of Nqutu. The proposed access road branches off from the P54 road and ends at Nomkhosi Creche. The length of the access road is approximately 0.550km and the general area gently slopes downwards towards the west at an average gradient of 2°.

There is a developing erosion gully located to the south of the proposed access road alignment and erosion protection works will be required to protect and stabilize the proposed new pavement. Between chainages CH0+450 and CH0+470 is a Ventilation Improved Pit Toilet (VIP) which lies within the proposed road servitude. The VIP structure must be re-located to facilitate the construction of the proposed road. Also present and crossing the proposed road alignment at various points are portable water pipes. These must be properly located and accommodated / protected during construction.

Figure 2-2 below shows the project site location in relation to the environs.

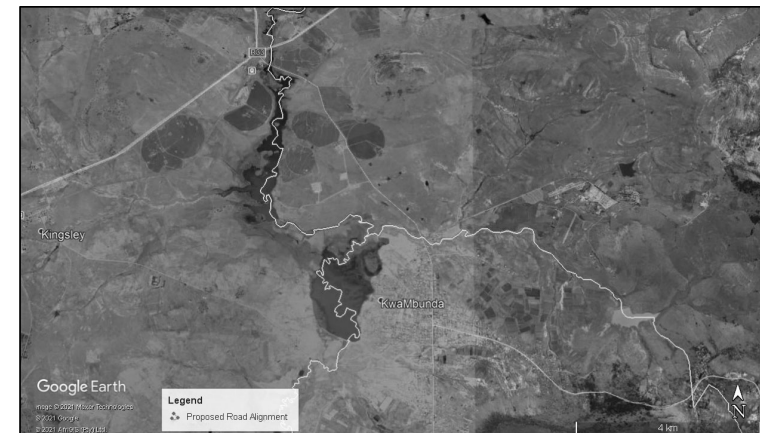


Figure 2-2: Site Locality Plan

2.4.2 Climate

The town of Nqutu lies at approximately 1198m above sea level. The climate is warm and temperate. The average annual rainfall for the area is approximately 765mm, most of which occurs as heavy isolated thunderstorms during summer months between November and March. Winters are relatively warm, with an average annual temperature of 17.1 °C.

The N-Value (Weinert, 1980) is approximately 2.2 and chemical decomposition is the mode of weathering. Regions with N Values in the region of 2-5 tend to have deep weathering profiles. The profiles become deeper towards N=2.

2.4.3 Vegetation

Some sections of the proposed road centreline and general servitude is covered by short to medium tufted grass.

2.4.4 Site Geology

According to the 1:250 000 scale, 2730, Geological Map of Vryheid, the site is underlain by medium to coarse grained sandstone with grit beds, subordinate grey shale and sporadic coal horizons of the Vryheid Formation with forms part of the Karoo Sequence. The Karoo Sequence of rocks has been intruded by the dolerite in the form of sills and dykes, represented by Nkanda Mountain located to the east of the project site.

During the geotechnical investigation, a relatively thick mantle of dark brown hillwash soil was intersected in the trial pits. Figure 2-3 below is an extract of the geological map which covers the proposed project site.

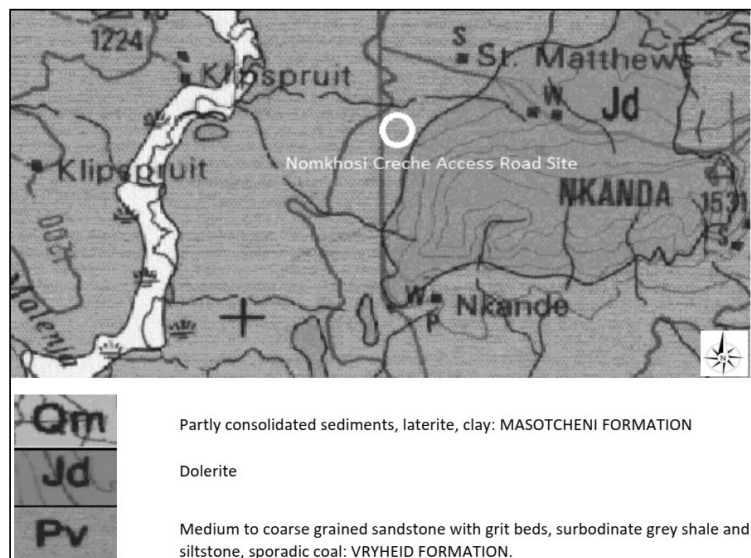


Figure 2-3: Local Geology Map (N.T.S)

2.5 Observations

2.5.1 Trial Pits

A total of two trial pits were manually excavated at selected positions across the site, utilising pick and shovel to 1.20m. The locations of the trial pits are shown on the site plan drawing presented as Figure 2-1 in Section 2.2 of this report. A summary of the ground profiles intersected in the trial pits is presented in Table 2-1 below.

Table 2-1: Soil Horizon Data

Test pit ID.	Chainage (Km)	Depth to Top of Horizon in m (Thickness in M)		
		Top Soil	Fill	Hillwash
TP1	CH0+170		0.00 – 0.10	0.10 – 1.20(+)
TP2	CH0+400	0.00 – 0.10		0.10 – 1.20(+)

(+)- horizon extends beyond given depth.

The main soil horizons observed are topsoil, fill and transported (hillwash soil) and these are discussed briefly below.

- Topsoil

Some sections of the existing earth road were covered by a relatively thin mantle of topsoil, and this was described as slightly moist, dark brown, firm, fissured, silty clay with fine roots. The thickness of the horizon is approximately 0.10m.

- Fill

Sporadic portions of fill material were observed along the proposed access road alignment. The fill material was placed on these sections of the road to make them passable during the wet season.

- Hillwash

A relatively thick horizon of hillwash soil was observed along the entire length of the proposed access road. The soil was described as slightly moist, dark brown, firm, fissured and shattered, silty clay. The soil showed a dribble structure which indicate dispersive behaviour. The thickness of the hillwash is not known as it was not fully exposed during the investigation.

The detailed trial pit logs are provided in Appendix A.

2.5.2 Dynamic Probe Light (DPL) Tests

Dynamic Probe Light (DPL) tests were conducted from the existing ground surface to an average depth of 1.00m and the full DPL profiles are presented in Appendix C. The results of the DCP penetration resistance have been used to empirically derive the subgrade consistency and strength. The DCP test results indicate that the approximate in-situ California Bearing Ratio (CBR) values of the soils are generally variable. The in-situ CBR values vary between 2% and 44% which is indicative of weak and variable subgrade ground conditions across the study area. The approximate in-situ CBR values for the different horizons encountered in each test pit are presented in Appendix C of this report.

It should be noted that the results of DCP testing are affected by the moisture content of the soil profile, as well as any pebbles or cobbles that may be struck. A horizon saturated due to heavy rainfall will provide a lower set of results than a similar test in the dry season. The subsoil horizons profiled during the investigation were recorded as exhibiting slightly moist, natural moisture contents. Lower in-situ CBR's may be recorded under higher soil moisture.

2.5.3 Ground Water Conditions

No water seepage was encountered in the trial pits excavated.

2.6 Laboratory Testing

For more accurate determination and classification purposes, particle size distribution, Atterberg Limits and California Bearing Ratios (CBR) tests were conducted on representative samples of soil extracted from the trial pits. The results of the laboratory tests will be summarized in Table 2-2 below and presented in Appendix B of the final report on receipt.

Table 2-2: Summary of Index Test Results

TP No	Sample Depth (m)	Description	Gravel (%)	Sand (%)	Silt (%)	Clay (%)	LS (%)	LL (%)	PI (%)	Soil classification		PE
										AASHTO	USCS	
1	0.10 - 1.00	Sandy clayey silt; Hillwash.	0.04	16.15	67.13	16.69	8	32	16	A.6	CL	Med
2	0.30 - 1.00	Sandy clayey silt; Hillwash.	0.22	18.54	67.04	14.19	7	33	14	A.6	CL	Med

Table 2-3: Summary of Strength Test Results

TP No	Depth Range (m)	Description	GM	LL %	PI %	LS %	OMC %	MDD, Kg/m³	CBR @% MOD					COLTO
									90	93	95	98	100	
1	0.10 - 1.00	Sandy clayey silt; Hillwash.	0.14	32	16	8	16.9	1722	1	2	2	3	4	<G10
2	0.30 - 1.00	Sandy clayey silt; Hillwash.	0.22	33	14	7								

The following abbreviations have been used:

PI: Plasticity index;

LL: Liquid Limit;

LS: Linear Shrinkage;

NP: Non-Plastic

TP: Trial Pit;

AASHTO: American Association of State Highways and Transport Officials.

USCS: Unified Soil Classification System, and

PE: Potential Expansiveness.

GM: Grading Modulus.

PI: Plasticity index.

MDD: Modified AASHTO maximum dry density.

OMC: Optimum Moisture Content.

CBR: California Bearing Ratio (CBR).

3 INTERPRETIVE REPORT

3.1 Discussion of Results

The soil profile observed in the trial pits excavated on site is uniform and the materials intersected in the trial pits have been evaluated in terms of their engineering characteristics in the following subsections.

3.1.1 Topsoil

As observed, most sections of the existing access road are underlain by topsoil. The topsoil must be removed and during clearing and grubbing exercise and stockpiled for use in site rehabilitation.

3.1.2 Fill

The fill horizon is inconsistent, limited in thickness and extent and cannot be stockpiled for future use. It must be incorporated into the subgrade.

3.1.3 Subgrade Conditions - Hillwash

It can be inferred from DPL data and trial pit profile descriptions, that the hillwash soil horizon has a firm consistency. Sieve analysis shows the hillwash soil to have a sandy clayey silt composition with the following percentage constituents, gravel 0.15%, sand 17.35%, silty 67.09% and clay 15.44%. The Atterberg limits include medium plasticity index values varying between 14% and 16%, linear shrinkage values ranging between 7% and 8%. The average liquid limit value is approximately 33%.

The hillwash soil classifies as CL (lean clay) according to the Unified Soils Classification System (USCS) and as A.6 group material according to the AASHTO classification system. Furthermore, the hillwash soil showed a medium potential expansiveness potential according to Van der Merwe (1965). The in-situ soil also classifies poor than G9 according to COLTO (1998).

3.2 Excavation Classification

The excavation conditions are expected to be "soft" to 1.20m depth below the current ground level, according to SANS 1200. The depth to bedrock is not known.

4 CONCLUSIONS AND RECOMMENDATIONS

This report presents the findings of a materials investigation carried out for the proposed Nomkhosi Creche Access Road located in Nkande area of Nqutu. The materials found along the existing road corridor include topsoil, fill and hillwash. The in-situ soils found along the road length are deemed unsuitable for road subgrade preparation as they classify poor than

G9 according to COLTO (1998). The soils have considerable clay content (15.44%) and medium plastic properties and become sticky when wet.

The materials for the construction of pavement structural layers must be imported from designated borrow sources.

4.1 Construction Challenges

The major construction problems foreseen and likely to hamper the project are possible long-haul distances for gravel materials and sticky soils if the construction is undertaken during the rainy season.

4.2 Earthworks

It is recommended that all earthworks be supervised by a competent person. Adequate supervision and the correct use of equipment during construction are required for satisfactory results and regular checks on the quality and compaction should be made.

4.3 Control Testing

Regular checks on the quality and compaction should be made.

4.4 Additional Investigations

No additional investigations are considered necessary for the assessment of the near surface soils. However, materials from the borrow pits require further assessment to prove quality during construction.

REFERENCES

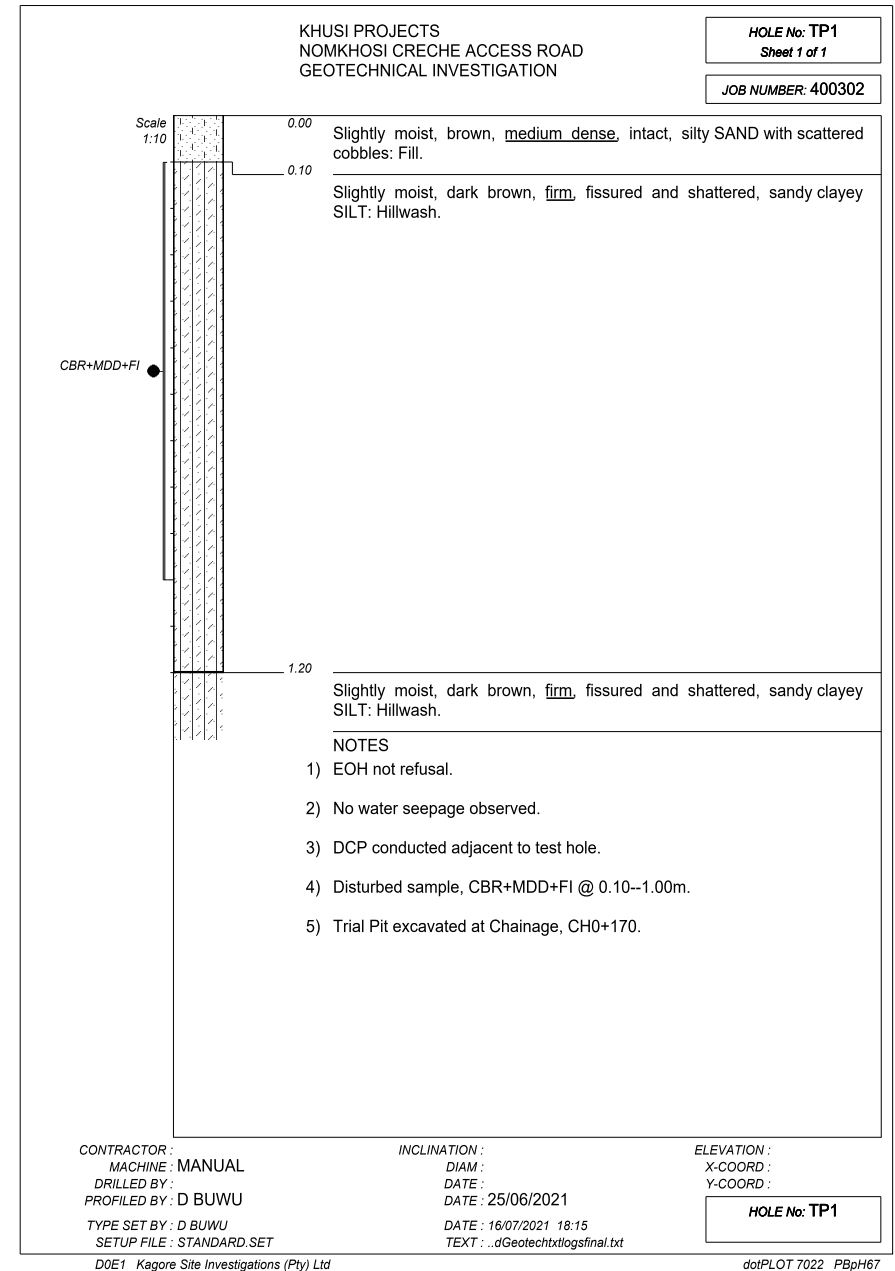
South African Institute of Engineering Geologists, South African Institute of Civil Engineers, Geotechnical Division, 2nd Impression. *Guidelines for Soil and Rock Logging in SA*. (2002).

SANS 1200D: Standardized Specification for Civil Engineering Construction (All Parts). South African Bureau of Standards, 1988

Waltham A.C. (1994), "Foundations of Engineering Geology" Blackie Academic & Professional.

Weinert, H H. The Natural Roads Construction Materials of Southern Africa. Academia, Cape Town, 1980.

Appendix A: TRIAL PIT LOGS

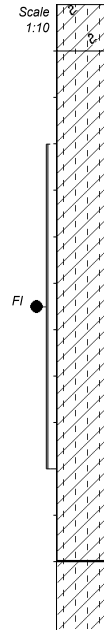


KHUSI PROJECTS
NOMKHOSI CRECHE ACCESS ROAD
GEOTECHNICAL INVESTIGATION

HOLE No: TP2
Sheet 1 of 1

JOB NUMBER: 400302

Scale
1:10



Slightly moist, brown, firm, intact, silty CLAY with fine roots: Topsoil.

Slightly moist, dark brown, firm, fissured and shattered, silty CLAY: Hillwash.

Slightly moist, dark brown, firm, fissured and shattered, silty CLAY: Hillwash.

NOTES

- 1) EOH not refusal.
- 2) No water seepage observed.
- 3) DCP conducted adjacent to test hole.
- 4) Disturbed sample, FI @ 0.30--1.00m.
- 5) Trial pit excavated at Chainage CH0+400

CONTRACTOR :
MACHINE : MANUAL
DRILLED BY :
PROFILED BY : D BUWU

INCLINATION :
DIAM :
DATE : 25/06/2021
DATE : 16/07/2021 18:15
TEXT : ..dGeotechtxtlogfinal.txt

ELEVATION :
X-COORD :
Y-COORD :

HOLE No: TP2

KHUSI PROJECTS
NOMKHOSI CRECHE ACCESS ROAD
GEOTECHNICAL INVESTIGATION

LEGEND
Sheet 1 of 1

JOB NUMBER: 400302


	SAND	{SA04}
	SANDY	{SA05}
	SILT	{SA06}
	SILTY	{SA07}
	CLAY	{SA08}
	CLAYEY	{SA09}
	DISTURBED SAMPLE	{SA38}
	ROOTS	{SA40}

CONTRACTOR :
MACHINE :
DRILLED BY :
PROFILED BY :

INCLINATION :
DIAM :
DATE :
DATE : 16/07/2021 18:15
TEXT : ..dGeotechtxtlogfinal.txt

ELEVATION :
X-COORD :
Y-COORD :

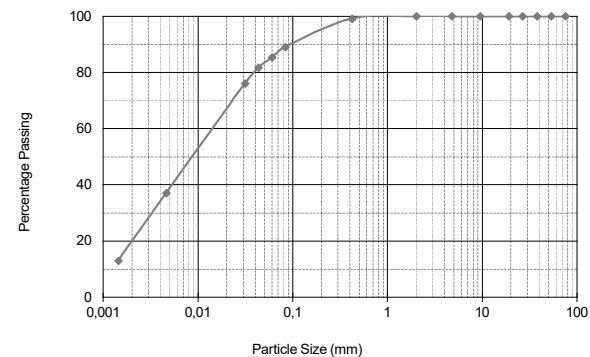
LEGEND
SUMMARY OF SYMBOLS

 SOILS & MATERIALS TESTING P.O. BOX 227, MARAISBURG, 1700 TEL: (011) 674 1325 FAX: (011) 674 4513 e mail: lab@geopractica.co.za		FOUNDATION INDICATOR	
Client	Kagore Site Investigation		
Location	Nomkhosi Creche Access Road TP 1 @ 0.1 - 1.0m		
Date	30-Jun-21	Test No	1496
Job No	21175	Checked By	MM

SIEVE ANALYSIS

Values are expressed as a percentage of total sample

Sieve Size (mm)	Total Passing (%)
75	100,00
53	100,00
37,5	100,00
26,5	100,00
19	100,00
9,5	100,00
4,75	100,00
2	99,96
0,425	99,15

GRADING ANALYSIS**HYDROMETER ANALYSIS**

(TMH 1 Method A6)

Values are expressed as a percentage of total sample

Sieve Size (mm)	Total Passing (%)
0,0840	89,13
0,0604	85,42
0,0434	81,70
0,0314	76,13
0,0047	37,14
0,0014	13,00

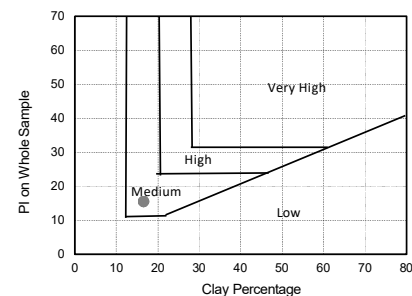
ESTIMATED COMPOSITION (As BS 1377)

Clay (<0.002)	16,69
0.002 < Silt < 0.06	67,13
0.06 < Sand < 2.0	16,15
Gravel > 2.0	0,04
% less than 0.075	86,39

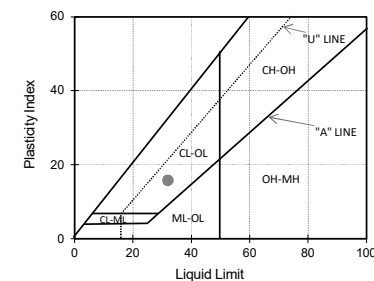
ATTERBERG LIMITS & OTHER VALUES

(SANS 3001 - GR10)


Liquid Limit	32
Plastic Limit	17
Plastic Index	16
Linear Shrinkage	8
Grading Modulus	0,14
Moisture Content	18
PI on Whole Sample	15
PRA Classification	A.6
Unified Classification	See Plasticity Chart
Coefficient of Curvature Cc	#DIV/0!
Coefficient of Uniformity Cu	#DIV/0!

ACTIVITY CHART**PLASTICITY CHART**

Fine Grained Soils: >50% passes 0.075



Revision Number	1	Revised By	sr	Page No.	Page 1 of 1
Date	15-Sep-18		10-Jun-20	Compiled by	Steve Robinson
Document Number	GTR 021			Authorised by	Colin Dalton

		SOILS & MATERIALS TESTING P.O. BOX 227, MARAISBURG, 1700 TEL: (011) 674 1325 FAX: (011) 674 4513 e mail: lab@geopractica.co.za	
C.B.R. DETERMINATION			
Client	Kagore Site Investigation		
Location	Nomkhosi Creche Access Road TP 1 @ 0.1 - 1.0m		
Date	30 June 2021	Test No	1497
Job No	21175	Checked By	MM
Calibration Date	13 May 2020	Calibration Certificate	6784

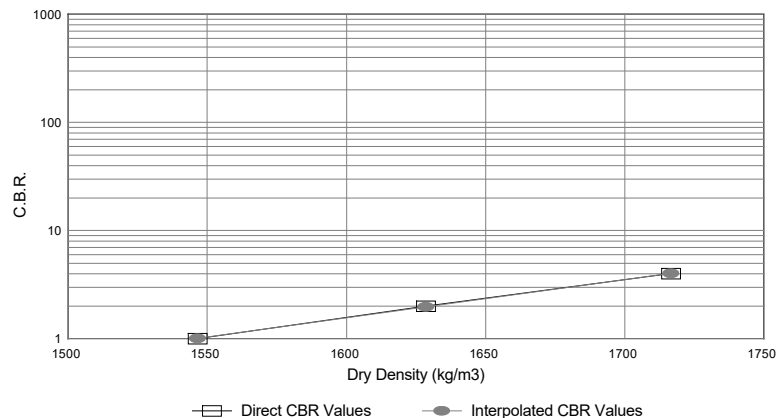
Direct Results from Test Procedure

Maximum Dry Density (kg/m3)	1722	Optimum Moisture Content (%)	16,9
-----------------------------	------	------------------------------	------

Percentage Mod AASHTO	99,7	94,6	89,8
CBR @ 2.54mm	4	2	1
CBR @ 5.08mm	4	2	1
CBR @ 7.62mm	4	2	1
Average Moisture Content (%)	17,1		
Percentage Swell	0,88	0,92	0,98

Interpolated Results


Percentage Mod AASHTO	90	93	95	98	100
CBR	1	2	2	3	4



Programed Data
Revision No 5 (1/11/2017)



Signed by: Colin Dalton (3)
Date: 2021.07.14 16:07:14 +02

		SOILS & MATERIALS TESTING P.O. BOX 227, MARAISBURG, 1700 TEL: (011) 674 1325 FAX: (011) 674 4513 e mail: lab@geopractica.co.za	
FOUNDATION INDICATOR			
Client	Kagore Site Investigation		
Location	Nomkhosi Creche Access Road TP 2 @ 0.3 - 1.0m		
Date	30-Jun-21	Test No	1498
Job No	21175	Checked By	MM

SIEVE ANALYSIS

Values are expressed as a percentage of total sample

Sieve Size (mm)	Total Passing (%)
75	100,00
53	100,00
37,5	100,00
26,5	100,00
19	100,00
9,5	100,00
4,75	100,00
2	99,78
0,425	94,38

HYDROMETER ANALYSIS
(TMH 1 Method A6)

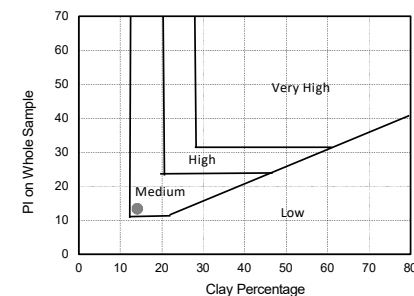
Values are expressed as a percentage of total sample

Sieve Size (mm)	Total Passing (%)
0,0840	84,84
0,0604	81,31
0,0434	77,77
0,0314	72,47
0,0047	31,82
0,0014	10,61

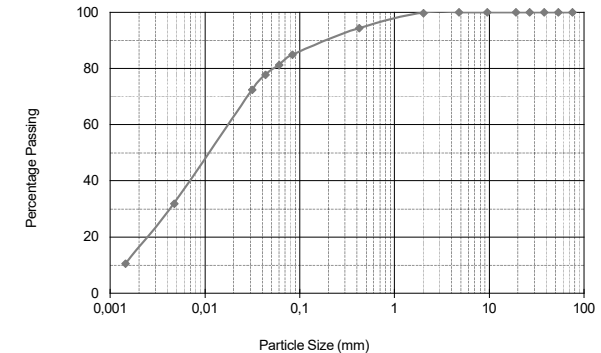
ESTIMATED COMPOSITION (As BS 1377)

Clay (<0.002)	14,19
0.002 < Silt < 0.06	67,04
0.06 < Sand < 2.0	18,54
Gravel > 2.0	0,22
% less than 0.075	83,50

ACTIVITY CHART



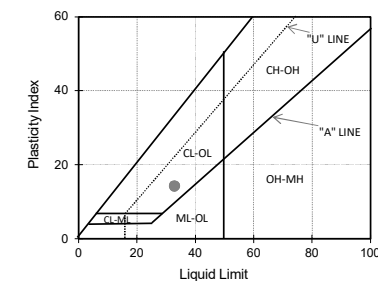
GRADING ANALYSIS



ATTERBERG LIMITS & OTHER VALUES
(SANS 3001 - GR10)

Liquid Limit	33
Plastic Limit	19
Plastic Index	14
Linear Shrinkage	7
Grading Modulus	0,22
Moisture Content	14
PI on Whole Sample	13
PRA Classification	A,6
Unified Classification	See Plasticity Chart
Coefficient of Curvature Cc	0,65
Coefficient of Uniformity Cu	12,00

PLASTICITY CHART
Fine Grained Soils: >50% passes 0.075



Revision Number	1	Revised By	sr	Page No.	Page 1 of 1
Date	15-Sep-18		10-Jun-20	Compiled by	Steve Robinson
Document Number	GTR 021			Authorised by	Colin Dalton

Signed by: Colin Dalton (3)
Date: 2021.07.14 16:07:36 +02

IN-SITU CBR

Job Name: Nomkhosi Creche Access Road
File No: Job No: 400 011

8kg Hammer

20mm point

Date of Test:

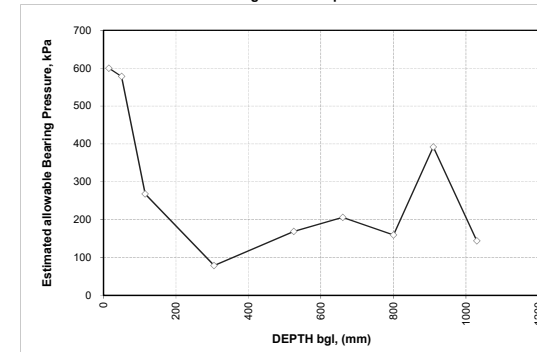
Jun-21



Kagore
Site Investigations

DCP No: 2 Location: CH0+170

note: EASBP from Terzaghi & Peck p4 for 25mm settlement



Penetration Guide		
SPT mm/blow	DCP DN	Consistency
< 5	132-210	Very Dense
5 - 10	78-132	Dense
10 - 30	25-78	Med Dense
30 - 75	10 - 25	Loose
75 - 100	<10	Very Loose

NOTE :
Stated consistencies
do not apply to
cohesive materials.
Describe using "stiff
or firm or soft".

Appendix C: DYNAMIC PROBE LIGHT (DPL) TESTS RESULTS

Depth of hole in which DCP was taken : 0 mm below NGL

Applied Factor : 1 times Terzaghi's value

SPT = 1.2 DN

Remarks : DCP by Geoplan, light hammer

Reading No.	Layer From	Layer To	Layer thickness	DCP Blows	Level Below NGL mm	DCP DN lows/300mm	Equiv. SPT N Value	Approx In-situ CBR	Approx EASBP kPa
1	0	30	30	5	15	50	60	44	600
2	30	70	40	5	50	38	45	31	578
3	70	160	90	5	115	17	20	11	268
4	160	450	290	5	305	5	6	2	79
5	450	600	150	5	525	10	12	5	169
6	600	720	120	5	660	13	15	7	206
7	720	880	160	5	800	9	11	5	160
8	880	940	60	5	910	25	30	18	392
9	940	1120	180	5	1030	8	10	4	144

IN-SITU CBR

Job Name Nomkhosi Creche Access Road
File No: Job No: 400 011

8kg Hammer

20mm point

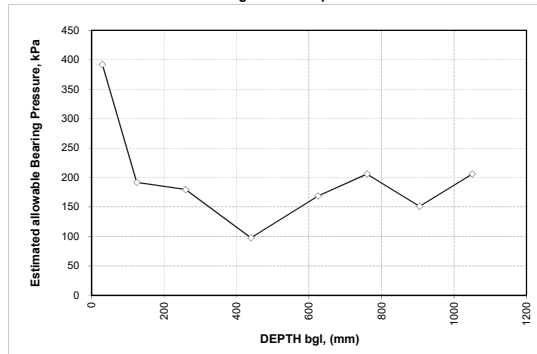
Date of Test:

Jun-21



Kagore
Site Investigations

DCP No: Location:
note: **EASBP** from **Terzaghi & Peck p4 for 25mm settlement**



Penetration Guide		
SPT mm/blow	DCP DN	Consistency
< 5	132-210	Very Dense
5 - 10	78-132	Dense
10 - 30	25-78	Med Dense
30 - 75	10 - 25	Loose
75 -100	<10	Very Loose

NOTE :
Stated consistencies
do not apply to
cohesive materials.
Describe using "stiff
or firm or soft".

Depth of hole in which DCP was taken : mm below NGL

Applied Factor : times Terzaghi's value

SPT = 1.2 DN

Remarks : DCP by Geoplan, light hammer

Reading No.	Layer From	Layer To	Layer thickness	DCP Blows	Level Below NGL mm	DCP DN lows/300mr	Equiv. SPT N Value	Approx In-situ CBR	Approx EASBP kPa
1	0	60	60	5	30	25	30	18	392
2	60	190	130	5	125	12	14	7	192
3	190	330	140	5	260	11	13	6	179
4	330	550	220	5	440	7	8	3	98
5	550	700	150	5	625	10	12	5	169
6	700	820	120	5	760	13	15	7	206
7	820	990	170	5	905	9	11	5	151
8	990	1110	120	5	1050	13	15	7	206

NQUTHU LOCAL MUNICIPALITY
DEPARTMENT OF TECHNICAL SERVICES

**CONSTRUCTION OF NOMKHOSI ACCESS GRAVEL ROAD
IN WARD 19**

NQULM06/2022-2023

PART C5

TENDER DRAWINGS