



BID NO: WMM LM 00067

UPGRADING OF CBD ROADS,STORMWATER AND SIDEWALK

(CIDB CATEGORY: 5 CE OR HIGHER)

PROCUREMENT DOCUMENT

Name of Bidder:

This Bid closes at 12h00 on 24th of October 2025. Tender documents to be emailed back to tenders.scm@mbizana.gov.za. The successful bidder will be required to submit the original bid document

NO LATE SUBMISSIONS WILL BE CONSIDERED



**WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY
ADVERT**

NO	PROJECT NAME	CONTRACT NUMBER	CIDB GRADE	CLOSING DATE
1	Upgrading of CBD Roads, Stormwater and Sidewalks	WMM LM 00067	5 CE or Higher	24 October 2025

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

Bid documents are available to be downloaded from e-tender portal website on www.etenders.gov.za at no cost

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

Bids will be evaluated on the **80/20** preferential points system

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

- A completed original document issued by the municipality
- CIPC Registration Documents, Certified ID Copy(ies) of Director(s) (not older than 3 months), proof of CSD Registration
- A valid Tax PIN printout provided by SARS
- Fully completed and signed bid documents MBD1, MBD4, MBD6.1 (MBD6.2 and MBD6.4 for project 4) MBD 8 and MBD 9
- A signed certification/letter by the bidder confirming that no undisputed municipal accounts are overdue by more than 30 days and no account has not been declared as well as proof thereof. (Include declaration and proof for directors not more than three months for project No.4)
- Evaluation Criteria: 80 = Price, 20 = Specific Goals as per the attached MBD 6.1 respectively
- In case of a joint venture, valid Tax Pin printouts of all partners should be submitted as well as a signed agreement by all parties clearly indicating the lead partner
- The Minimum Threshold for Local Content for the above-mentioned Project is 100%
- Last three years Annual Financial Statements

Advert Date: 03 October 2025

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

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

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

The municipality will not consider any bids over R1 million from bidders who have not registered for VAT or submitted proof that they have registered before the closing date of the bid/s in this notice.

No late, hand delivered, incomplete or facsimile bids will be accepted for consideration. The only or lowest bid received shall not necessarily be accepted. Winnie Madikizela-Mandela Local Municipality reserves the right to accept part of or the full bid. For technical enquiries, please contact Senior Manager: Engineering Services, Mrs S.Sako @ 072 392 8194 during working hours Email: sakos@mbizana.gov.za Supply Chain Management related enquiries, please contact Mr Z. Khala at 079 886 0942 email: khalaz@mbizana.gov.za / info.scm@mbizana.gov.za during working hours

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Mr. L. Mahlaka
Municipal Manager

Letter of Consent

Business Name and Address

The Municipal Manager

Winnie Madikizela-Mandela Local Municipality

P.O. Box 12

Bizana

4800

Sir/Madam

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

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

I/we (Name and Surname of Company Representative/s) _____ grant my/our consent to such source to provide confidential information.

I/we warrant that all the information herein contained is to the best of my/our knowledge and belief true and correct in all material respects and I/we am /are not aware of any information which, should it become known to the Winnie Madikizela-Mandela Local Municipality, would affect the consideration of my/our Bid in any way. The Winnie Madikizela-Mandela Local Municipality wishes to inform you that all information regarding your personal matters is treated as strictly confidential

Please tick the appropriate box.

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

Signature: Date:

Name and Surname (Witness)Signature:Date.....

MBD1

PART A

INVITATION TO BID

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

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

TERMS OF REFERENCE

1. BACKGROUND

The purpose of this project is to appoint experienced service provider to supply and delivery asphalt material (Hot and Cold asphalt) and labour-based surfacing on-site batching and surface repair of WMMLM local Municipal Surfaced / Tarred Roads. Due to limited resources and the nature of required activities to be carried out the municipality had resolved to outsource this project to a service provider to avoid experienced gaps in the maintenance plan of these roads. The service provider will be required to supply the material on request as per the required Quantity for that specific work needed. This project is funded internally by the Municipality.

2. SCOPE OF WORKS

The services to be rendered by successful Tenderer shall include mainly the following:

- Supply a hot mix asphalt from the manufacturer to WMMLM Municipality.
 - Supply a cold mix asphalt from the manufacturer to WMMLM Municipality.
 - Supply all required material mixture for cold asphalt which shall include 9.5mm Aggregates stone, Sand Crusher 6.7mm e.t.c
 - Supply bitumen emulsion from the manufacturer to WMMLM Municipality.
 - Provide special related quotations when and where required
 - Provide necessary copies of delivery notes for delivered materials
 - Provide necessary copies of invoices for paid and delivered material
 - Conduct and Provide test results of requested material for when and where required.
 - Produce soft and hard copy of monthly reports to the project Manager/HOD on work done with dated photos (Before and After)
 - Provide Practical/onsite training of municipal workers or appointed beneficiaries on comprehensive maintenance of municipal roads by means of labour-based surfacing, and mentorship programme covering following critical areas (with proof of CETA accreditation)
 1. Cold asphalt manufacture
 2. Potholes repair & maintenance
 3. Surfacing Bituminous roads & side walks
 4. Mix and apply slurry
 5. Construction of speed humps
 6. Use and maintain small plant on site
 7. Health and safety
- All practical work must utilize a labour-based asphalt technology that complies with recognized road standards
 - A copy of asphalt test results must be provided
 - Upgrading and resurfacing of low volume CBD roads (design speed <60km/h) from gravel to surface standard.
 - Construction of sidewalk surfacing along CBD
 - Pothole and base repairs

3.1 COLTO Specification for LBS Asphalt – labour intensive asphalt surfacing

3.1.1 SCOPE

This specification covers the batch mixing and application of the fine or medium continuously graded cold asphalt mix marketed as LBS Asphalt, designed as a labour intensive asphalt laid to provide a nominal 25mm – 30mm final asphalt seal.

3.2.2 MATERIALS

(a) – Bituminous binder

The specific bituminous binder used in the production of the LBS Asphalt is an anionic stable grade bitumen emulsion containing a 60% net bitumen content and shall comply to SABS 309 specifications.

(b) – Aggregates

The aggregates for the LBS Asphalt shall be from an approved source and comply with COLTO requirements for a Grade 3 stone.

(c) – LBS Asphalt mix

The LBS Asphalt mix shall comprise of the following nominal proportions

Binder	60%
anionic emulsion	9%
Filler LBS Filler	20%
Sand Crusher Dust	50%
Aggregate 6.7 mm & 9.5 mm road stone	21%

The combined grading of the aggregate mixture shall comply COLTO requirements for a fine or medium continuously graded asphalt.

3.2.3 Plant and Equipment

The required plant equipment is as specified in the bill of quantities.

3.2.4 CONSTRUCTION

(a) Weather limitations

The LBS Asphalt shall not be applied during periods of rainfall or when rainfall is expected and when air temperatures are below or expected to fall below 4 degrees Celsius.

(b) Preparation of the area to be sealed

Areas shall be cleaned of all dust, dirt, dung, oil, or any other foreign matters that may be deleterious to the asphalt seal. The area to be sealed shall be clearly demarcated.

(c) Application of a Prime or Tack Coat

The Municipal's Representative shall be responsible for determining if the area to be sealed requires a prime or tack coat.

(d) Preparation and application of the LBS Asphalt

The in-situ batch mixing and placement of the LBS Asphalt shall be done in accordance with the suppliers' specifications.

3.2.5 OPENING TO TRAFFIC

Completed sections of LBS Asphalt shall be protected from traffic for a minimum of 12 hours. The appointed Service Provider shall not allow any construction equipment which is likely to cause damage over the completed seal.

3.2.6 DEFECTS

Excepting fair wear and tear, any defects to the asphalt surfacing arising from faulty or poor workmanship or non-compliance with the specification, shall be made good by the appointed Service Provider at his/her own expense within the defect's liability period stated in the contract.

3.2.7 MEASUREMENT AND PAYMENT

As for continuously graded asphalt, this will be paid in tendered rate per square meters (m²). The unit of measurement shall be the square meters of asphalt surfacing constructed to the thickness specified. The tendered rate shall include full compensation for the procurement, mixing, placement, and compaction of the material as specified.

4 TIME FRAMES

The official project commencement date will be the date that falls immediately after 14 working days from the date of appointment of the successful bidder, upon acceptance of the appointment unless notified otherwise and in writing.

The project duration is EIGHT (8) months. This contract is considered as part time on site which means the employer may recall the contractor for potentially identified damages. The Employer reserve the right to terminate the contract should the budget be exhausted before the maximum allocated time frame of 8 Months or vice-versa.

SECTION 1 A

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
					R	c
1	ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS					
1.1	General obligations The tendered rate includes full compensation for the Contractor's charges in setting up and maintaining his organization inclusive of establishment (a) Fixed Obligations 50% of this Lump Sum payment is due when contractor has completed his establishment on site, 35% when his work is more than 50% complete and 15% once work is complete and the Contractor has cleared the site. © Time-Related Obligations The tendered rate includes full compensation for that part of the Contractor's general obligations which are mainly a function of construction time e.g construction supervision	Lump Sum	1			
		month	12			
1.2	(d) Insurance Prime Cost Sum to cover all insurances as described in the contract data	PC Sum	1	R10000.00	R10000	00
1.2.1	(e) Handling costs and profit in respect of Item B13.01 (d) above. Not to exceed 10%	%	10	R10000.00	R1000	00
1.2.1	(g) Site Safety Equipment Prime Cost Sum for the provision of personal protective clothing and equipment for labour on site. This includes orange/agreed upon color of protective clothing with WMMLM EPWP name on the back. The preparation of risk assessments, safe work procedures, the project H & S file, the H & S plan and any other H & S matters that the engineer and contractor deem necessary shall not be paid for separately but shall be deemed to be covered by Items 13.01(a) and 13.01(c).	PC Sum	1	R100000.00	R100000	00

1.2.2	(g) Handling costs and profit in respect of Item B13.01 (f) above. Not to exceed 10%	%				
TOTAL CARRIED FORWARD						

SECTION 1 A

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
					R	c
1.3	ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS					
1.3.1	(a) Allowance for Civil engineering Student	Lump Sum	1	120 000	R 120 000	00
	(b) Handling costs and profit in respect of Item 1.3.1 (a) above. Not to exceed 10%	%				
TOTAL CARRIED FORWARD TO SUMMARY						

SECTION 1 B

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
					R	c
1	ACCOMODATION OF TRAFFIC					
1B.1	Flagmen Rate to include for the supply of properly trained flagmen to provide advanced warning of roadwork activities. Rate to include for the supply of properly trained stop-go operators to control the flow of traffic.	Person. Day	355			
1B.3	General Safety Assistants Rate to include for the supply of properly trained safety assistants to assist with general safety matters. SAFETY NOTES 1. In all cases where installation operations are carried out on public Roads, the Contractor will be entirely responsible for ensuring that precautions are taken: (a) To ensure the safety of his workmen.	Person. Day	355			

	<p>(b) To minimise the danger and inconvenience to the public traffic.</p> <p>(c) Which are adequate in the light of the prevailing weather and traffic conditions.</p> <p>2. Precautions to be taken include, but are not limited to:</p> <p>(a) The provision, placement and display of flags, signs, lights and similar warning devices sufficient to give effective advance warning of the dangers ahead etc.</p> <p>(b) The protection of the team including the wearing at all times of luminous safety vests.</p> <p>(c) Keeping workmen, vehicles, materials and equipment off the road wherever possible.</p>					
TOTAL CARRIED FORWARD						

SECTION 1 B

SECTION 1 B

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
					R	c
TOTAL BROUGHT FORWARD						
	<p>(d) By at least one workman waving a large red flag in advance of the work site eg. when the team is working over a crest or bend in the road and is not visible to approaching vehicles for a distance of 150-200 metres.</p> <p>3. Unavoidable suspension of work : should the work cause an unacceptable level of danger or an interference with the traffic, the Engineer may suspend the work and the contractor may be ordered to rearrange his operations where practical to do so. Payment for</p>					

	standing time will be on a dayworks basis.					
TOTAL CARRIED FORWARD TO SUMMARY						

SECTION 2

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
					R	c
	ASPHALT MATERIAL IN MT (Metric Tons)					
2.	LBS Filler	Tons	50			
2.1	Bitumen emulsion	Tons	48			
2.2	Crusher sand	Tons	130			
2.3	6.7 mm roadstones	Tons	25			
2.4	9.5mm roadstones	Tons	22			
2.5	G5 Material	Tons	20			
2.6	Hot Mix Asphalt Material, 60/70 penetration-grade bitumen, continuously graded, fine grade	Tons	30			

2.7	Cold Mix Asphalt Material, 60/70 penetration-grade bitumen, continuously graded, fine grade	Tons	30			
	TOTAL CARRIED FORWARD TO SUMMARY					

SECTION 3

ITEM	DESCRIPTION	UNIT	QTY	Rate	AMOUNT R	C
3	PLANT, TOOLS, AND EQUIPMENT					
3.1	1000L water cart trailer	Number	1			
3.2	12 Foot shipping Container	Number	1			
3.3	Concrete Saw	Number	1			
3.4	Spade shovel	Number	20			
3.5	Road rake wooden handle	Number	5			
3.6	Block Brush Synthetic	Number	4			
3.7	Bucket Builders triangular Black	Number	4			
3.8	Pick Head (3kg)	Number	6			
3.9	Pick Handle wood 1 st Grade	Number	6			
3.10	Hammer Club 1.8kg	Number	5			
3.11	Chisel 5mm flat blade	Number	2			
3.12	Steel Square tubing 30mm x30mm x 6 meters	Number	20			

3.13	(5mm thickness) 1kg Concrete nails 6"	Number	4			
3.14	Brooms P/T form 450 hard PVC	Number	12			
3.15	Hand Stamper Dynamic Road square	Number	4			
3.15	50m Tape Measure	Number	2			
3.16	Rags Mixed colour-vest 5kg	Number	2			
3.17	Wheel Barrow Medium duty	Number	12			
3.18	Watering cans blow moulded 10 litres	Number	30			
3.19	Leveling bar-3 meters welded handles	Number	2			
3.20	Red Roadside Flags 600mm	Number	8			
3.21	Roadside Cones 400mm	Number	20			
3.22	Paint Scraper 125mm	Number	4			
3.23	Squeegees 610mm all steel	Number	6			
3.24	Measuring Wheel	Number	1			
3.25	Pliers	Number	5			
TOTAL CARRIED FORWARD						

SECTION 3B

ITEM	DESCRIPTION	UNIT	QTY	Rate	AMOUNT R	C
3B						
3B.1	25 Litre Bucket measuring container	Number	6	6		
3B.2	Standard Size building Trowels	Number	4	4		
3B.3	Bag of Rags	Number	2	2		
3B.4	100m Fishline	Number	2	2		
3B.5	Rolls Plastics	Number	2	2		
3B.6	Miscellaneous	PC Sum	1			

TOTAL CARRIED FORWARD TO SUMMARY						

SECTION 4

ITEM	CETA ACCREDITED ROADWORKS TRAINING & MENTORSHIP ALIGNED TO RECOGNISED SAQA UNIT STANDARDS AND NQF LEVEL INDICATED BELOW:	NQF LEVEL	AMOUNT	
			R	C
	CETA ACCREDITATION			
4	Pre batch & Mix Material on site (Asphalt premix)	2		
4.1	Pothole/Surface Repair and Road Maintenance and Construction of Speedhumps.	2		
4.2	Surfacing Bituminous Roads and Sidewalks	3		
4.2	Health and Safety	2		
4.4	Use & Maintain Small plant on site	2		
4.5	Construct Precast Kerbs & Channels on site	2		
4.6	Paint Road Symbols by Spray gun	2		
4.7	Provisional Sum for nominated accredited provider	1	R1 800 000.00	
4.8	Handling fee on 4.7 above%		
TOTAL CARRIED FORWARD TO SUMMARY				

SUMMARY OF SCHEDULE OF QUANTITIES

SECTION	DESCRIPTION	AMOUNT	
		(RAND)	(CENTS)
1	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS		
2	ASPHALT MATERIAL		
3	PLANT.TOOLS & EQUIPMENT		
4	CETA ACCREDITATION		
	SUBTOTAL		
	ADD VAT @ 15% (if applicable)		
TOTAL CARRIED FORWARD TO FORM OF OFFER (FORM E)			

Signed on behalf of the Tenderer: (Signature)

Date:

Tenderer's Name: (Company Name)

WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY

BID NO: WMM LM 00067

Upgrading of Surfaced roads sidewalks and stormwater

T1.1: TENDER NOTICE AND INVITATION TO TENDER**WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY****BID NO:WMM LM 00067**

Upgrading of Surfaced roads sidewalks and stormwater

T1.2: TENDER DATA

No.	PROJECT NAME	COMPULSORY BRIEFING	CIDB GRADE	BID NUMBER
1.	CBD SURFACING		GRADE 5 CE or Higher	

Tenders are hereby invited from suitable service providers for the above-mentioned project for Winnie Madikizela Mandela Local Municipality.

The Conditions of Tender included in Section T1.2.1 are the Standard Conditions of Tender as contained in Annexure F of SANS 294:2004 - Construction Procurement Processes, Methods and Procedures. These Standard Conditions of Tender for procurement make several references to the Tender Data for details that apply specifically to this tender.

The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data given below is cross-referenced to the relevant clause in the standard conditions of tender to which it mainly applies.

Clauses Prefixed by F1 highlight General Obligations

Clauses Prefixed by F2 highlight Tenderer's Obligations

Clauses Prefixed by F3 highlight Employer's Obligations

No	Clause	Wording
1	F.1.1	The employer is Winnie Madikizela Mandela Local Municipality, Province of the EASTERN CAPE
2	F.1.2	<p>The tender documents issued by the employer comprise:</p> <p style="text-align: center;">THE TENDER</p> <p>PART T1 : BIDDING PROCEDURES</p> <p>T1.1: Tender Notice and Invitation to Tender</p> <p>T1.2: Tender Data</p> <p>PART T2 : RETURNABLE DOCUMENTS</p> <p>T2.1: List of Returnable Documents</p> <p>T2.2: Returnable Schedules</p> <p style="text-align: center;">THE CONTRACT</p> <p>PART C1: AGREEMENTS AND CONTRACT DATA</p> <p>C1.1: Form of Offer and Acceptance</p> <p>C1.2: Contract Data</p> <p>C1.3: Deed of Guarantee (pro forma)</p> <p>PART C2 : PRICING DATA</p> <p>C2.1: Pricing Instructions</p> <p>C2.2: Bill of Quantities</p> <p>PART C3 : SCOPE OF WORKS</p> <p>C3.1: Description of the Works</p> <p>C3.2: Engineering</p>

N o	Claus e	Wording
		C3.3: Procurement C3.4: Construction C3.5: Management PART C4 : SITE INFORMATION C4.1: Site Information C4.2: Locality Plan C4.1: Drawings

3	F.1.4	The Employer's agent is:
		Name: Viwe Nontanda
		Address: 51 Winnie Madikizela Mandela Street
		Bizana 4800
		Tel: 039 251 0230
		E-mail: nontandav@mbizana.gov.za
		The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so. Furthermore, the employer reserves the right not to award more than two (2) tenders per supplier.
		Tenderer's obligations The following tenderers who are registered with the CIDB in grading designation Grade 4GB are eligible to submit tenders:
4	F.1.5.1	1) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a class of construction work, or

5	F.2.1	<p>2) Joint ventures are eligible to submit tenders provided that:</p> <p>a) every member of the joint venture is registered with the CIDB in the GB class of works and</p> <p>b) the combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation Grade 5CE class of construction work.</p> <p>Evaluation Criteria: Bids will be evaluated using a two-stage evaluation approach where the first stage will be functionality and the second stage will be the price and preferential preference as outlined in F3.11.5.</p> <p>Functionality Criteria:</p> <table><tr><td>Capacity, Experience and Expertise</td><td>40 Points</td></tr><tr><td>Company Experience: 4 points allocation per project with a project value of R1 000 000.00 or greater to a maximum of Five projects. (Attach Surfaced Roads Construction and rehabilitation Works Appointment Letters with traceable references, Completion Certificates)</td><td>20</td></tr><tr><td>Contracts Manager: 2 points per year of experience in projects of similar nature with a qualification CIVIL Engineering (B-Tech) (max 5. Years) and NQF Level 7 Labour Construction Skills (Attach Certified Copies of Qualifications and CV)</td><td>10</td></tr><tr><td>Site Foreman: 2 points per year of experience in projects of similar nature with an NQF Level 5 Qualification (ND) (max. 5years) and LIC NQF Level 5 (Attach Certified Copies of Qualifications and CV)</td><td>10</td></tr><tr><td>Bidder has submitted no information or inadequate information to determine the scoring level</td><td>0</td></tr><tr><td>Methodology</td><td>40 Points</td></tr><tr><td>Well-presentable methodology approach with Works programme and Cash-flow projections (Methodology to thoroughly reflect all the steps of the project life cycle).</td><td>40</td></tr><tr><td>Bidder has submitted no method statement or cashflows and works programme</td><td>0</td></tr><tr><td>Programme and Cashflow</td><td>20 Points</td></tr><tr><td>Programme</td><td>10</td></tr><tr><td>Cashflow</td><td>10</td></tr><tr><td>Bidder has submitted no information or inadequate information to determine the scoring level</td><td>0</td></tr></table> <p>Only bidders who score a minimum score of 70% will be found eligible and considered for price and preferential evaluation.</p>	Capacity, Experience and Expertise	40 Points	Company Experience: 4 points allocation per project with a project value of R1 000 000.00 or greater to a maximum of Five projects. (Attach Surfaced Roads Construction and rehabilitation Works Appointment Letters with traceable references, Completion Certificates)	20	Contracts Manager: 2 points per year of experience in projects of similar nature with a qualification CIVIL Engineering (B-Tech) (max 5. Years) and NQF Level 7 Labour Construction Skills (Attach Certified Copies of Qualifications and CV)	10	Site Foreman: 2 points per year of experience in projects of similar nature with an NQF Level 5 Qualification (ND) (max. 5years) and LIC NQF Level 5 (Attach Certified Copies of Qualifications and CV)	10	Bidder has submitted no information or inadequate information to determine the scoring level	0	Methodology	40 Points	Well-presentable methodology approach with Works programme and Cash-flow projections (Methodology to thoroughly reflect all the steps of the project life cycle).	40	Bidder has submitted no method statement or cashflows and works programme	0	Programme and Cashflow	20 Points	Programme	10	Cashflow	10	Bidder has submitted no information or inadequate information to determine the scoring level	0
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		<p>Clarification meeting and site inspection</p> <p>For particulars regarding a compulsory site inspection, see Notice and Invitation to Tender T1.1. Completion of the Attendance Register at the Briefing Meeting will be deemed as proof of attendance. Tenderers are however obligated to complete Form A when submitting tenders. The employer will not necessarily sign Form A at the Briefing meeting.</p>																								
		<p>Alterations to Documents</p> <p>No unauthorised alterations or additions shall be made to any portion of the Tender Document. Any unauthorised alterations, additions or notes will be ignored and only the text as printed will be adhered to. The tender document itself shall not have pages removed or be separated in any way. Should a tender document be submitted in any other manner except as an originally bound document, it will be liable for rejection by the Employer.</p>																								
6	F.2.7	<p>Alternative Tender Offers</p> <p>No alternative offers will be considered</p>																								
7	F.2.1 1	<p>Tenderers may only offer to provide services or supplies identified in the contract data to complete the Whole Works</p>																								

8	F.2.1 2	Parts of each tender offer communicated on paper shall be submitted as an original.
9	F.2.1 3.1	The Employer's address for delivery of tender offers and identification details is as per the Notice and Invitation to Tender T1.1.
10	F.2.1 3.3	A two-envelope procedure will not be followed.
11	F.2.1 3.5	The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.
12	F.2.1 3.6 & F.3.5	Telephonic, telegraphic, telex, incomplete, facsimile or e-mailed tender offers will not be accepted
13	F.2.1 5	
14	F.2.1 5	

15	F.2.16	The tender offer validity period is as per Notice and Invitation to Tender T1.1.
16	F.2.17	Clarification of Tender Offer after Submission Clarification of a Tender Offer in response to a request to do so from the Employer during the evaluation of Tender Offers must be provided within two working days of the Employer's request, failing which, the Employer may regard the Tender Offer as being non-responsive
	F.2.22	Unsubmitted Tender Documents do not have to be returned.
17	F3 F.3.2	Employer's Undertaking Issue of Addenda "7 days"
18	F 3.4.1 F.3.4.2	Opening of Tender Submissions The location for opening of the tender offers, immediately after the closing time thereof shall be as per Notice and Invitation to Tender T1.1
19	F.3.11 F.3.11.1	Evaluation of Tender Offers The Winnie Madikizela Mandela Local Municipality has adopted the tender evaluation methods and associated evaluation criteria and weightings that are specified in F3.11.5 to F3.11.9
20	F.3.11.5	Financial Offer and Preferences Tenders will be evaluated in two stages. Firstly, eligibility will be assessed, whereafter all responsive tenders will be evaluated in accordance with F3.11.3 Method 2: Financial Offer and Preferences, using the 90/10 principle, as prescribed in the Preferential Procurement Regulations 5 and 6. Tenders that do not meet the Eligibility Criteria, as stated under Clause F2.1 will be disqualified and not considered any further for tender award. A total number of Tender evaluation points (Tev) will be calculated in accordance with the following formula: $\text{Tev} = \text{Nfo} + \text{Np}$ Where: Nfo = is the number of tender evaluation points awarded for the financial offer made in accordance with F3.11.7; Np = is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

1	F.3.11.7	<p>Scoring Financial Offers</p> <p>The financial offers of the remaining responsive tender offers will be scored using the following formula:</p> <p style="text-align: center;">Nfo = W1 x A</p> <p>Where:</p> <p style="margin-left: 40px;">Nfo = is the number of tender evaluation points awarded for the financial offer;</p> <p style="margin-left: 40px;">W1 = is the maximum possible number of tender evaluation points awarded for the financial offer, which in this case is 90;</p> <p style="margin-left: 40px;">A = is a number calculated using Formula 2 and Option 1 in Table F.1 below:</p> <p style="text-align: center;">TABLE F.1 – FORMULAE FOR THE VALUE OF A</p> <table><tr><th rowspan="2">FORMULA</th><th rowspan="2">BASIS FOR COMPARISON</th><th colspan="2">VALUE OF "A"</th></tr><tr><th>Option 1</th><th>Option 2</th></tr><tr><td>1</td><td>Highest price or discount</td><td>[1+(P-Pm) / Pm]</td><td>P/Pm</td></tr><tr><td>2</td><td>Lowest price or percentage commission/fee</td><td>[1-(P-Pm) / Pm]</td><td>Pm/P</td></tr></table> <p>Pm = is the comparative offer which is the most favourable</p> <p>P = is the comparative offer of the tender under consideration</p>	FORMULA	BASIS FOR COMPARISON	VALUE OF "A"		Option 1	Option 2	1	Highest price or discount	[1+(P-Pm) / Pm]	P/Pm	2	Lowest price or percentage commission/fee	[1-(P-Pm) / Pm]	Pm/P		
FORMULA	BASIS FOR COMPARISON	VALUE OF "A"																
		Option 1	Option 2															
1	Highest price or discount	[1+(P-Pm) / Pm]	P/Pm															
2	Lowest price or percentage commission/fee	[1-(P-Pm) / Pm]	Pm/P															
22	F.3.11.8	<p>Scoring Preference</p> <p>Specific goals for the tender and points claimed are indicated as per the table below:</p> <table><tr><th>Specific goals allocated in terms of this Tender</th><th>Number of Points (Np) 80/20 System</th></tr><tr><td>South African</td><td>3</td></tr><tr><td>Black</td><td>3</td></tr><tr><td>Women</td><td>3.5</td></tr><tr><td>Youth</td><td>3.5</td></tr><tr><td>Living with disability</td><td>3.5</td></tr><tr><td>Military Veteran</td><td>3.5</td></tr><tr><td>Total Points Allocated</td><td>20</td></tr></table>	Specific goals allocated in terms of this Tender	Number of Points (Np) 80/20 System	South African	3	Black	3	Women	3.5	Youth	3.5	Living with disability	3.5	Military Veteran	3.5	Total Points Allocated	20
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Living with disability	3.5																	
Military Veteran	3.5																	
Total Points Allocated	20																	
23	F.3.13	<p>Acceptance of Tender Offer</p> <p>Tenderer Offers will only be accepted if, in addition to the conditions listed in the Standard Conditions of Tender, the Tenderer is judged to be Eligible in terms of Clause F2.1 as well as the items listed below.</p>																

24	F.3.13.1	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) the tenderer submits with his tender an original Tax Clearance Certificate issued by the South African Revenue Services or the copy of the pin as provided by SARS (All parties to submit this information in the case of a Joint Venture). If the Tender is submitted this tender simultaneously with the other Tender to the Municipality and has submitted an original valid tax clearance certificate that is valid at time of this Tender, then a copy of the original tax clearance certificate must be included with the other tender and a cross reference must be made to the Tender containing the original certificate; b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation (All parties to submit this information in the case of a Joint Venture); c) the tenderer or any of its directors is not listed in the Register of Tender Defaulters (www.treasury.gov.za) 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 d) the tenderer has not abused the Employer's Supply Chain Management System. e) the tenderer has not failed to perform on any previous contract with the Employer. f) a Letter of Intent from the Guarantor is submitted. g) the tenderer has completed and signed Form B (Certificate of Authority for Signatory) h) the Form of Offer and Acceptance is duly completed and signed i) The tenderer meets the minimum functionality requirement. j) The tender document has the stamp from the Commissioner of Oaths. k) The page for the site inspection or briefing meeting is signed by the client. N/A l) The tenderers bid document is fully/all pages filled in to deem it complete. m) an appropriate, preliminary Health & Safety Plan is submitted with the tender. n) all other Tender Conditions are complied with. o) Pages are initialled at the bottom.
25	F.3.18	<p>Copies of Contract</p> <p>The number of copies of the signed contract to be provided by the employer is 3</p>
26	F.3.9.1	<p>Add a new bullet : "In the event of there being any rate or rates which are declared to be unacceptable by the Employer, the Tenderer will be requested –</p> <ul style="list-style-type: none"> (a) to justify any specific rate or rates, i.e. to give a financial breakdown of how such rate or rates were obtained, (b) and subsequently to consider amending and adjusting such rate or rates while retaining the Tender Total derived under sub-clause F.3.9.1 (c) unchanged and fixed. It must be understood that in the event of the tenderer refusing to adjust any rate or rates to the satisfaction of the Employer, such refusal may prejudice his Tender."

T1.2.1: STANDARD CONDITIONS OF TENDER
(As per Annexure F of SANS 294:2004)

Clause
Number

F.1 GENERAL

F.1.1 Actions

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

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- F1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.
Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper act results.
2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligations, allegiance or loyalty which would in any way affect any decisions taken.
- F1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.
- F.1.2 Tender documents
The documents issued by the Employer for the purpose of a tender offer are listed in the Tender Data.
- F.1.3 Interpretation
- F.1.3.1 The Tender Data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these Conditions of Tender.
- F.1.3.2 These Conditions of Tender, the Tender Data and tender schedules which are only required for tender evaluation purposes, will not form part of any contract arising from the invitation to tender.
- F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:
a) conflict of interest means any situation in which:
i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
b) comparative offer means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis.
c) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
d) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.
e) organisation means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body.
f) 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.
- F.1.4 Communication and Employer's agent
Each communication between the Employer and a Tenderer shall be to or from the Employer's agent only, and in a form that can be read, copied and recorded. Communications shall be in the English language. The Employer shall not take any responsibility for non-receipt of communications from or by a Tenderer. The name and contact details of the Employer's agent are stated in the tender data.
- F.1.5 The Employer's right to accept or reject any tender offer
- F.1.5.1 The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract.

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The Employer shall not accept or incur any liability to a Tenderer for such cancellation and rejection, but will give written 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 tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F3.13, be concluded with the tenderer who in terms of F3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F1.6.2 Competitive negotiation procedure

F1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F1.6.3.1 Option 1:

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

F1.6.3.2 Option 2:

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

F1.6.3.2.1 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 TENDERER'S OBLIGATIONS

F.2.1 Eligibility

F2.1.1 Submit a tender offer only if the Tenderer satisfies the criteria stated in the Tender Data and the Tenderer, or any of his principals, is not under any restriction to do business with the Employer.

F2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer

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as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the Employer at least five working days before the closing time stated in the Tender Data.

F.2.9 Insurance

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

F.2.10 Pricing the Tender Offer**F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes, (except value-added tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the Tender Data.****F.2.10.2 Show VAT payable by the Employer separately as an addition to the tendered total of the prices.****F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the Conditions of Contract identified in the Contract Data.****F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the Tender Data. The Conditions of Contract identified in the Contract Data may provide for part payment in other currencies.****F.2.11 Alterations to documents**

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

F.2.12 Alternative Tender Offers

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- F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main Tender Offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the Tender Data or criteria otherwise acceptable to the Employer.
- F.2.13 Submitting a Tender Offer
- F.2.13.1 Submit one Tender Offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- F.2.13.2 Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- F.2.13.3 Submit the parts of the Tender Offer communicated on paper as an original plus the number of copies stated in the Tender Data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- F.2.13.4 Sign the original (and all copies, if applicable) of the Tender Offer where required in terms of the Tender Data. The Employer will hold all authorized signatories liable on behalf of the Tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the Tender Offer.
- F.2.13.5 Seal the original (and each copy, if applicable) of the Tender Offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the Tender Data, as well as the Tenderer's name and contact address.
- F.2.13.6 Where a two-envelope system is required in terms of the Tender Data, place and seal the returnable documents listed in the Tender Data in an envelope marked "Financial Proposal" and place the remaining returnable documents in an envelope marked "Technical Proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the Tender Data, as well as the Tenderer's name and contact address.
- F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the Tender Data.
- F.2.13.8 Accept that the Employer will not assume any responsibility for the misplacement of premature opening of the Tender Offer if the outer package is not sealed and marked as stated.
- F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
- F.2.14 Information and data to be completed in all respects
- Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the Employer as being non-responsive.
- F.2.15 Closing time
- F.2.15.1 Ensure that the Employer receives the Tender Offer at the address specified in the Tender Data not later than the closing time stated in the Tender Data. Accept that proof of posting shall not be accepted as proof of delivery.
- F.2.15.2 Accept that, if the Employer extends the closing time stated in the Tender Data for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.
- F.2.16 Tender Offer validity
- F.2.16.1 Hold the Tender Offer(s) valid for acceptance by the Employer at any time during the validity period stated in the Tender Data after the closing time stated in the Tender Data.
- F.2.16.2 If requested by the Employer, consider extending the validity period stated in the Tender Data for an agreed additional period with or without any conditions attached to such extension.

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- F2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- F2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F2.13 with the packages clearly marked as "SUBSTITUTE".
- F.2.17 Clarification of Tender Offer after submission
- Provide clarification of a Tender Offer in response to a request to do so from the Employer during the evaluation of Tender Offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of Tenderers or substance of the tender offer is sought, offered, or permitted.
- Note: Sub-clause F2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.
- F.2.18 Provide other material
- F.2.18.1 Provide, on request by the Employer, any other material that has a bearing on the Tender Offer, the Tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment. Should the Tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the Tender Offer as being non-responsive.
- F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.
- F.2.19 Inspections, tests and analyses
- Provide access during working hours to premises for inspections, tests and analyses as provided for the in the Tender Data.
- F.2.20 Submit securities, bonds, policies, etc.
- If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the Conditions of Contract identified in the Contract Data.
- F.2.21 Check final draft
- Check the final draft of the contract provided by the Employer within the time available for the Employer to issue the contract.
- F.2.22 Return of other tender documents
- If so instructed by the Employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the Tender Data.
- F.2.23 Certificates
- Include in the tender submission or provide the Employer with any certificates as stated in the Tender Data.
- F.3 THE EMPLOYER'S UNDERTAKINGS
- F.3.1 Respond to requests from the tenderer
- F3.1.1 Unless otherwise stated in the tender data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents.
- F3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:
- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;

**Clause
Number**

- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue addenda

If necessary, issue addenda that may amend or amplify the tender documents to each Tenderer during the period from the date that Tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late Tender Offers

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

F.3.4 Opening of tender submissions**F.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of Tenderers' agents who choose to attend at the time and place stated in the Tender Data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.**F.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the Tender Data, the name of each Tenderer whose Tender Offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only. There must be a delegate at the opening of the tenders failing which the bidder will be eliminated and the representative must sign next to their bid on the closing register. This will ensure that the bidder is able to confirm that they have submitted all the required documentation.**F.3.4.3** Make available the record outlined in F3.4.2 to all interested persons upon request.**F.3.5 Two-envelope system****F.3.5.1** Where stated in the Tender Data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of Tenderers' agents who choose to attend at the time and place stated in the Tender Data and announce the name of each Tenderer whose technical proposal is opened.**F.3.5.2** Evaluate the quality of the technical proposals offered by Tenderers, then advise Tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the Tender Data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to Tenderers whose technical proposals failed to achieve the minimum number of points for quality.**F.3.6 Non-disclosure**

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness**F.3.8.1** Determine, on opening and before detailed evaluation, whether each Tender Offer properly received:

- a) complies with the requirements of the Conditions of Tender;
- b) has been properly and fully completed (all pages filled in) and signed;

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Number

- c) is responsive to the other requirements of the tender documents.
- F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:
- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work;
 - significantly change the Employer's or the Tenderer's risks and responsibilities under the contract, or
 - affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.
- Reject a non-responsive Tender Offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- F.3.9 Arithmetical errors, omissions and discrepancies
- F.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- F.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:
- the gross misplacement of the decimal point in any unit rate;
 - omissions made in completing the pricing schedule or bills of quantities; or
 - arithmetical errors in:
 - line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - the summation of the prices.
- F.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.
- F.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:
- if bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
 - where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.
- F.3.10 Clarification of a Tender Offer
- Obtain clarification from a Tenderer on any matter that could give rise to ambiguity in a contract arising from the Tender Offer.
- F.3.11 Evaluation of Tender Offers
- F.3.11.1 General
- Appoint an evaluation panel of not less than three persons. Reduce each responsive Tender Offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.
- F.3.11.2 Method 1: Financial Offer:
- In the case of a financial offer:
- Rank Tender Offers from the most favourable to the least favourable comparative offer.
 - Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
 - Re-rank all Tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

Clause
Number

F.3.11.3

Method 2: Financial Offer and Preferences:

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula:

$$TEV = NFO + NP$$

Where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

NP is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8

- c) Rank Tender Offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all Tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.4

Method 3: Financial Offer and Quality:

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula:

$$TEV = NFO + NQ$$

Where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank Tender Offers from the highest number of tender evaluation points to the lowest.
- d) Recommend Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all Tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.5

Method 4: Financial Offer, Quality and Preferences:

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula, unless otherwise stated in the tender data:

$$TEV = NFO + NP + NQ$$

Where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

NP is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank Tender Offers from the highest number of tender evaluation points to the lowest.

Clause
Number

- d) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all Tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.6 Decimal places

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

F.3.11.7 Scoring financial offers

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

$$NFO = W1 \times A$$

Where: NFO is the number of tender evaluation points awarded for the financial offer;
W1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data;
A is a number calculated using the formula and option described in table F.1 as stated in the tender data.

TABLE F.1 – FORMULAE FOR THE VALUE OF A

FORMULA	COMPARISON AIMED AT	Option 1	Option 2
1	Highest price or discount	$A = [1 + (P - P_m) / P_m]$	$A = P / P_m$
2	Lowest price or percentage commission/fee	$A = [1 - (P - P_m) / P_m]$	$A = P_m / P$

P_m = is the comparative offer which is the most favourable
P = is the comparative offer of the tender under consideration

F3.11.8 Scoring preferences

Confirm that Tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where Tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality

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

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

$$NQ = W2 \times SO / Ms$$

Where: SO is the score for quality allocated to the submission under consideration;
Ms is the maximum possible score for quality in respect of a submission; and W2 is the minimum possible number of tender evaluation points awarded for the quality as stated in the tender data.

Clause
Number

- F.3.12 Insurance provided by the Employer**
If requested by the proposed successful Tenderer, submit for the Tenderer's information the policies and / or certificates of insurance which the Conditions of Contract identified in the Contract Data require the Employer to provide
- F.3.13 Acceptance of Tender Offer**
Accept the Tender Offer only, if in the opinion of the Employer, it does not present any unacceptable commercial risk and only if the tenderer:
a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract.
c) has the legal capacity to enter into the contract.
d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial offer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing.
e) complies with the legal requirements, if any, stated in the tender data, and
f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.
- F.3.14 Prepare Contract documents**
- F.3.14.1** If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:
a) addenda issued during the tender period.
b) inclusion of some of the returnable documents, and
c) other revisions agreed between the employer and the successful tenderer.
- F.3.14.2** Complete the schedule of deviations attached to the form of offer and acceptance, if any.
- F.3.15 Complete adjudicator's contract**
Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.
- F.3.16 Notice to unsuccessful Tenderers**
- F.3.16.1** Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.
- F.3.16.2** After the successful Tenderer has been notified of the employer's acceptance of the tender, notify other Tenderers that their Tender Offers have not been accepted.
- F.3.17 Provide copies of the contract**
Provide to the successful tenderer the number of copies stated in the tender data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.
- F.3.18 Provide written reasons for actions taken**
Provide upon request written reasons to Tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of Tenderers or might prejudice fair competition between Tenderers.

BID NO: WMM LM 00067

Upgrading of Surfaced roads sidewalks and stormwater

the TENDER
PART 2 (OF 2): RETURNABLE DOCUMENTS

- T2.1 List of Returnable Documents
- T2.2 Returnable Documents

WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY

BID NO: WMM LM 00067

Upgrading of Surfaced roads sidewalks and stormwater**T2.1 LIST OF RETURNABLE DOCUMENTS**

FORM	DESCRIPTION
ECBD 1	INVITATION TO TENDER
A.	CERTIFICATE OF TENDERER'S VISIT TO THE SITE
B.	CERTIFICATE OF AUTHORITY FOR SIGNATORY
C.	SCHEDULE OF STRUCTURES MAINTENANCE/ROADS CONSTRUCTION WORK CARRIED OUT BY THE TENDERER IN THE PAST 10 YEARS
D.	SCHEDULE OF CONSTRUCTIONAL PLANT
E.	SCHEDULE OF PROPOSED SUB-CONTRACTORS
F.	PRELIMINARY PROGRAMME
G.	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE
H.	CONTRACTOR'S ESTABLISHMENT ON SITE
I.	NOTICES TO TENDERERS
J.	CERTIFICATE OF NON-COLLUSIVE TENDER
K.	JOINT VENTURE DISCLOSURE FORM
L.	RATES FOR SPECIAL MATERIALS
M	PROOF OF DISABILITY (if applicable)
N.	CONTRACTOR'S KEY PERSONNEL AND DETAILED CV'S
O	PROMOTION OF LOCAL ENTERPRISES/RESOURCES
P.	DECLARATION – FULFILLMENT OF THE CONSTRUCTION REGULATIONS, 2003
Q.	LETTER OF INTENT FROM GUARANTOR
R	PROOF OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD
T2.2R	COMPULSORY ENTERPRISE QUESTIONNAIRE
ECBD 2	TAX CLEARANCE CERTIFICATE REQUIREMENTS
ECBD 4	DECLARATION OF INTEREST
ECBD 6.1	PREFERENCE POINTS CLAIM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001 (Form ECBD 6.1)
ECBD 6.9	PREFERENCE POINTS CLAIM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001 – PROMOTION OF ENTERPRISES LOCATED IN THE EASTERN CAPE
ECBD 8	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

THESE FORMS MUST BE COMPLETED USING BLACK INK

Where the space provided in the bound document is insufficient, separate schedules may be drawn up in accordance with the given formats. These schedules shall then be bound together with a suitable contents page and submitted with the Tender documents. All such schedules must be signed, and clearly marked as appendices to these relevant forms.

INVITATION TO TENDER

**YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF UPGRADING OF SURFACED ROADS
SIDEWALKS AND STORMWATER**

**TENDER NUMBER: WMM LM 00067
TIME: 12H00**

CLOSING DATE 24 OCTOBER 2025 CLOSING

DESCRIPTION: UPGRADING OF SURFACED ROADS SIDEWALKS AND STORMWATER

The successful tenderer will be required to fill in and sign a written Contract Form (Form of Offer & Acceptance).

Tenderers should ensure that tenders are delivered timeously to the correct address. If the tender is late, it will not be accepted for consideration.

ALL TENDERS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

**THIS TENDER IS SUBJECT TO THE CIDB STANDARD PROFESSIONAL SERVICES CONTRACT AND, IF
APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT**

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

NAME OF TENDERER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE..... NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER CODE..... NUMBER.....

VAT REGISTRATION NUMBER

HAS A TAX PIN BEEN SUBMITTED? YES/NO

SIGNATURE OF TENDERER

DATE

CAPACITY UNDER WHICH THIS TENDER IS SIGNED

TOTAL TENDER PRICE

A: CERTIFICATE OF TENDERER'S VISIT TO THE SITE

This is to certify that I,
representative of (tenderer).....
.....
.....
of (address).....
.....
.....

.....
Telephone number :

Fax number :

in the company of (Engineer's representative)

visited and examined the site on (date)

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

TENDERER'S REPRESENTATIVE : (Signature)

(Name)

ENGINEER'S REPRESENTATIVE : (Signature)

(Name)

B: CERTIFICATE OF AUTHORITY FOR SIGNATORY

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

An example is given below:

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

Mr/Ms, whose signature appears below, has been duly authorized

to sign all documents in connection with BID NO: and any Contract that may arise therefrom on behalf of

(name of Tenderer in block capitals)

.....

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2

"

C: SCHEDULE OF ROADS MAINTENANCE/NEW CONSTRUCTION WORK CARRIED OUT BY THE TENDERER IN THE PAST 10 YEARS

maintenance/new construction contracts successfully completed by him and those currently being undertaken. This information shall be deemed to be material to the adjudication of the Contract.

YEAR COMPLETED														
VALUE OF WORK														

NATURE OF WORK														
CONSULTING ENGINEER (NAME & TEL NO)														
EMPLOYER (NAME & TEL NO)														

SIGNED ON BEHALF OF THE TENDERER:

D: SCHEDULE OF CONSTRUCTIONAL PLANT

The tenderer must state below what construction plant of his own will be available to the project and overleaf what construction plant will be hired. A letter of intent from a Plant hire company registered with the CPHA (which guarantees the plant is available) shall be attached to this page indicating what constructional plant will be hired for the full duration of the project. This information shall be deemed to be material to the adjudication of the Contract.

a) CONTRACTOR'S OWN PLANT

ITEM	DESCRIPTION/SIZE/CAPACITY/REG. NO.	Year Model

b) CONSTRUCTIONAL PLANT TO BE HIRED

ITEM	DESCRIPTION/SIZE/CAPACITY	Year Model

SIGNED ON BEHALF OF THE TENDERER:

E: SCHEDULE OF PROPOSED SUB-CONTRACTORS

With regard to Clause 6 of the General Conditions of Contract 2015, the Tenderer shall set out below the details of any Sub-contractors, other than plant hire firms, they propose to use on the works.

Acceptance of this Tender shall not be construed as approval of all or any of the listed subcontractors. Should any or all of the specialist subcontractors not be approved subsequent to the acceptance of the Tender, it shall in no way invalidate this Tender, and the Tender unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed below being approved by the Engineer.

NAME OF PROPOSED SUB-CONTRACTOR	ADDRESS & TEL NO.	NATURE OF WORK TO BE UNDERTAKEN	APPROXIMATE VALUE OF THE WORKS

SIGNED ON BEHALF OF THE TENDERER:

F: PRELIMINARY PROGRAMME

The Tenderer shall attach a preliminary programme, reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract, to this page. The programme shall be in accordance with Section C3.1, information provided in Form D: Schedule of Constructional Plant, Form G: Schedule of Estimated Monthly Expenditure, and with all other aspects of the Tender.

SIGNED ON BEHALF OF THE TENDERER:

G: SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The Tenderer shall state his estimated value of the work to be completed every month, based on his preliminary programme (Form F) and his Tender unit rates, in the table below.

The amounts shall not include for:

- Contingencies,
- Contract Price Adjustment, and
- VAT.

MONTH	ESTIMATED VALUE
1	
2	
3	
4	
5	
6	
7	
TOTAL	

SIGNED ON BEHALF OF THE TENDERER:

H: CONTRACTOR'S ESTABLISHMENT ON SITE

Should the combined, extended total Tender for:
Item B13.01 The Contractors general obligations:

- (a) Fixed Obligations
- (b) Value-related Obligations
- (c) Time-related Obligations

exceed a maximum of of the Tender sum (excluding VAT), the Tenderer shall clearly set out his reasons for tendering in this manner in a letter attached to this page.

In the event of there being any rate or rates which are declared to be unacceptable by the Employer for reasons which the Employer will indicate, the Tenderer will be requested -

- (a) to justify any specific rate or rates, i.e. to give a financial breakdown of how such rate or rates were obtained,
- (b) and subsequently to consider amending and adjusting such rate or rates while retaining the Tender sum derived under (a) unchanged and fixed. It must be understood that in the event of the Tenderer refusing to adjust any rate or rates to the satisfaction of the Employer, such refusal may prejudice his Tender.

Total Tender for Item B13.01 expressed as a percentage of the Tender sum (excluding VAT)%

SIGNED ON BEHALF OF THE TENDERER:

I: NOTICES TO TENDERERS

In submitting my/our Tender, the Tender sum given in my/our Tender form has been based on the following Notice(s) to Tenderers.

NOTICE NO.	SUBJECT MATTER OF NOTICE

SIGNED ON BEHALF OF THE TENDERER:

J: CERTIFICATE OF NON-COLLUSIVE TENDER

IN THE CASE OF A SINGLE CONSTRUCTION CONCERN:

I/We certify that this is a bona fide Tender.

I/We also certify that I/We have not done and I/We undertake not to do any of the following at any time before the hour and date specified for the closure of submission of Tenders for this Contract.

- a) Fix or adjust the amount of this Tender by or under or in accordance with any agreement or arrangement with any other person;
- b) Communicate to a person other than the person calling for these Tenders the amount or approximate amount of the proposed Tender, except when the confidential disclosure of the approximate amount of the Tender is necessary to obtain the insurance-premium quotations required for preparation of the Tender;
- c) Cause or induce any other person to communicate to me/us the amount or approximate amount of any rival Tender for this Contract;
- d) Enter into any agreement or arrangement with any other person to induce him to refrain from tendering for this Contract, or to influence the amount of any Tender or the conditions of any Tender to be submitted, nor cause or induce any other person to enter into any such agreement or arrangement;
- e) Offer or pay or give or agree to pay or to 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 Tender or proposed Tender for this Contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not.

SIGNED ON BEHALF OF THE TENDERER:

**J: CERTIFICATE OF NON-COLLUSIVE TENDER (continued)
IN THE CASE OF A CONSORTIUM OF CONSTRUCTION CONCERNS:**

We certify that this is a bona fide Tender. We also certify that we have not done and we undertake not to do any of the following at any time before the hour and date specified for the closure of submission of Tenders for this Contract:

- a) Fix or adjust the amount of this Tender by or under or in accordance with any agreement or arrangement with any person outside this consortium;
- b) Communicate to a person outside this consortium other than the person calling for these Tenders, the amount or approximate amount of the proposed Tender, except when the confidential disclosure of the approximate amount of the Tender is necessary to obtain insurance premium quotations required for preparation of the Tender;
- c) Cause or induce any person outside this consortium to communicate to us the amount or approximate amount of any rival Tender for this Contract.
- d) Enter into any agreement or arrangement with any person outside this consortium to induce him to refrain from tendering for this Contract, or to influence the amount of any Tender or the conditions of any Tender to be submitted, nor cause or induce any person outside this consortium to enter into any such agreement or arrangement;
- e) Offer or pay or give or agree to give any sum of money or valuable consideration directly or indirectly to any person outside this consortium for doing or having done or causing or having caused to be done in relation to any Tender or proposed Tender for this Contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not, and the term "person outside this consortium" means, when the consortium is a partnership, a person other than a partner or an employee of a partner or the partnership, or when the consortium is a company, a person other than a person or company holdings shares in the consortium, or any employee of such a person, company or the consortium.

SIGNED ON BEHALF OF THE TENDERER:

K: JOINT VENTURE DISCLOSURE FORM

Employer : WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY

Contract Description : CONSTRUCTION OF WARD 32 COMMUNITY HALL

Contract Number :

- NOTE:
- 1) This form need not be completed if all Joint Venture partners are Affirmable Business Enterprises.
 - 2) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be attached.
 - 3) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the ABE partners, share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - (i) The contributions of capital and equipment
 - (ii) Work items to be performed by the ABEs own forces
 - (iii) Work items to be performed under the supervision of the ABE partner
 - (iv) The commitment of management, supervisory and operative personnel employed by the ABE to be dedicated to the performance of the Contract.
 - 4) Copies of all written agreements between partners concerning the Contract must be attached to this form including those which relate to ownership options and to restrictions/limits regarding ownership and control.
 - 5) ABE partners must complete ABE Declaration Affidavits.

1. JOINT VENTURE PARTICULARS

- (a) Name
- (b) Postal Address
- (c) Physical Address
- (d) Telephone
- (e) Fax
- (f) Email address

2. IDENTITY OF EACH NON-ABE PARTNER

- 2.1
 - (a) Name of Firm
 - (b) Postal Address
 - (c) Physical Address
 - (d) Telephone
 - (e) Fax
 - (f) Contact person
 - (g) Email address
- 2.2
 - (a) Name of Firm
 - (b) Postal Address
 - (c) Physical Address
 - (d) Telephone
 - (e) Fax
 - (f) Contact person
 - (g) Email address

(Continue as required for further non-ABE partners)

3. IDENTITY OF EACH ABE PARTNER

- 3.1
 - (a) Name of Firm
 - (b) Postal Address

	(c)	Physical Address	..........
	(d)	Telephone	.....
	(e)	Fax	.....
	(f)	Contact person	.....
	(g)	Email address	.....
3.2	(a)	Name of Firm	.....
	(b)	Postal Address	..........
	(c)	Physical Address	..........
	(d)	Telephone	.....
	(e)	Fax	.....
	(f)	Contact person	.....
	(g)	Email address	.....
3.3	(a)	Name of Firm	.....
	(b)	Postal Address	..........
	(c)	Physical Address	..........
	(d)	Telephone	.....
	(e)	Fax	.....
	(f)	Contact person	.....
	(g)	Email address	.....

(Continue as required for further ABE partners)

4. DESCRIPTION OF THE ROLE OF THE ABE PARTNERS IN THE JOINT VENTURE

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

5. OWNERSHIP OF THE JOINT VENTURE

a) ABE ownership percentage(s) %
Non-ABE ownership percentage(s) %

b) ABE percentages in respect of*

(i) Profit and loss sharing

(ii) Initial capital contribution in Rands

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

(iii) Anticipated on-going capital contributions in Rands

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

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

a) Non-ABE partners

- 1)
 2)
 3)
 4)
 5)

b) ABE partners

- 1)
 2)
 3)
 4)
 5)

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE.

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

a) Joint Venture cheque signing

.....

- (b) Authority to enter into Contracts on behalf of the joint Venture
.....
.....
.....
- (c) Signing, co-signing and/or collateralising of loans
.....
.....
.....
- (d) Acquisition of lines of credit
.....
.....
.....
- (e) Acquisition of performance bonds
.....
.....
.....
- (f) Negotiating and signing labour agreements
.....
.....
.....
- 8. MANAGEMENT OF CONTRACT PERFORMANCE
(Fill in the name and firm of the responsible person)
- a) Supervision of field operations.....
.....
- b) Major purchasing
.....
- c) Estimating.....
.....
- d) Technical Management
.....
- 9. MANAGEMENT AND CONTROL OF JOINT VENTURE
- a) Identify the “Managing Partner”, if any,
.....
.....
- b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?
.....
.....
.....

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

Management Function/ Designation	Name	Partner (Ex Non-ABE/ Ex ABE)*

(* Fill in ex ABE or ex non-ABE)

10. PERSONNEL

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

TRADE / FUNCTION / DISCIPLINE	NUMBER EX ABE PARTNERS	NUMBER EX NON-ABE PARTNERS

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

(i) Number currently employed by ABE Partner.....

(ii) Number currently employed by non-ABE Partner

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

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

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

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

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

.....

.....

.....

.....

.....

.....

.....

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

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

Signature

Duly authorised to sign on behalf of:

Name

Address.....

Telephone.....

Date

Signature

Duly authorised to sign on behalf of:

Name

Address.....

Telephone.....

Date

Signature

Duly authorised to sign on behalf of:

Name

Address.....

Telephone.....

Date

SIGNED ON BEHALF OF THE TENDERER:

L: RATES FOR SPECIAL MATERIALS

Each material dealt with as a special material in terms of Clause 46.3 of the Conditions of Contract is stated in the list below. The rates and prices for the special materials shall be furnished by the Tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies.

SPECIAL MATERIAL	UNIT *	RATE

Note*: Indicate whether the material will be delivered in bulk or in containers.
When called upon to do so, the Contractor shall substantiate the above rates or prices with acceptable documentary evidence.

SIGNED ON BEHALF OF THE TENDERER:

M: PROOF OF DISABILITY (if applicable)

Tenderers shall attach to this page, a copy of any valid Certificates of Disability which may entitle them to preference points.

SIGNED ON BEHALF OF THE TENDERER:

N: CONTRACTOR'S KEY PERSONNEL & DETAILED CV'S

The Tenderer must state below the key management staff who are permanently employed by the Tenderer and who are intended for use on this contract. Relevant detailed CV's indicating their previous experience must be attached. This information shall be deemed to be material to the adjudication of the Contract.

POSITION	NAME	ROADS RELATED EXPERIENCE (YRS)	
		ALL ROADS	GRAVEL ROADS
Site Manager			
Site Foreman			
Laboratory Technician	N/A	N/A	N/A

SIGNED ON BEHALF OF THE TENDERER:

O: PROMOTION OF LOCAL ENTERPRISES / RESOURCES

The Tenderer must state below the value of materials, fuel, etc, which he intends sourcing from enterprises / resources within the local municipal area within which the contract is to be undertaken. Information shall be deemed to be material to the adjudication of the Contract.

MATERIALS TO BE SOURCED	PROPOSED MATERIAL SUPPLIER / LABOUR (IN LOCAL MUNICIPAL AREA)	ESTIMATED VALUE OF MATERIALS / WAGES / EXPENDITURE TO BE PAID (IN LOCAL MUNICIPAL AREA) (EXCL. VAT)
TOTAL ESTIMATED VALUE OF LOCAL RESOURCES EXPENDITURE:		
TOTAL AS PERCENTAGE OF NET TENDER VALUE (Minimum of 5%) (EXCLUDING VAT, CPA AND CONTINGENCIES)		

SIGNED ON BEHALF OF THE TENDERER:

P: DECLARATION - FULFILLMENT OF THE CONSTRUCTION REGULATIONS -

In terms of regulation 4(3) of the Construction Regulations, 2003 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her Tender for the due fulfillment of all the applicable requirements of the Act and the Regulations.

Definition of a Competent Person:

“Competent person” means any person having the knowledge, training, experience and qualifications specific to the work or task being performed: Provided that where appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995), these qualifications and training shall be deemed to be the required qualifications and training;

Tenderers shall answer the questions below:

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

Signature: Name:

YES	
NO	

- 2 Indicate which approach shall be employed to achieve compliance with the Regulations. (Tick)

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

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

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

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

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

- 5 List potential key risks identified and measures for addressing risks:

See the Preliminary Hazard Identification and Risk Assessment contained in the attached Health and Safety Specifications.

Note: All Tenderers are to submit a preliminary Health and Safety Plan with their Tenders. Failure to submit a preliminary Health and Safety Plan shall disqualify your Tender.

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

Signature: Name:

YES	
NO	

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

..... ID NO:

Q: LETTER OF INTENT FOM GUARANTOR

The Tenderer is to attach a Letter of Intent provided by a Guarantor, which clearly states that a surety of Error! Not a valid link. of the value of the Contract will be issued upon award of the Contract and will remain valid for the duration of the Contract, should it be awarded to the Tenderer. This information will be deemed as material to the adjudication of the Contract.

SIGNED ON BEHALF OF THE TENDERER:

***R: PROOF OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY
DEVELOPMENT BOARD***

Tenderers shall attach to this page, a recent printout of proof from the CIDB website verifying their valid CIDB registration.
(In the case of Joint Ventures, proof must be provided for each partner).

FORM T2.2R:

COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record 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 | |

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:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity

- ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

Name of 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

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 pin certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that neither the name of the enterprise nor 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;
- v) 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

* The schedule should be used where tenders are subject to the Local Government: Municipal Finance Management Act

<i>TAX PIN CERTIFICATE REQUIREMENTS</i>
--

1. Tenderers are required to be registered for VAT and must submit an original valid SARS Tax Pin Certificate with the tender in order to be considered. This condition applies to all parties involved in a Joint Venture partnership. If this Tender is submitted simultaneously with the other Tender to the Municipality and has submitted an original valid tax pin certificate that is valid at time of this Tender, then a copy of the original tax pin certificate must be included with the other tender and a cross reference must be made to the Tender containing the original certificate.
2. In tenders where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Pin Certificate.



MBD 4

DECLARATION OF INTEREST

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

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

Full details of directors / trustees / members / shareholders

Full Name	Identity Number	State Employee Number

CERTIFICATION

I, THE UNDERSIGNED (FULL NAMES)

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

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

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder



MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

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



- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$= \left(\frac{80}{20} - \frac{\text{Price of tender}}{\text{Price of lowest acceptable tender}} \right) \text{ or } = \left(\frac{90}{10} - \frac{\text{Price of tender}}{\text{Price of lowest acceptable tender}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender



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

3.2.1. POINTS AWARDED FOR PRICE

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

$$= \frac{80/20}{\left(\frac{P_t}{P_{max}} \right)^{-1}} \quad \text{or} \quad \frac{90/10}{\left(\frac{P_t}{P_{max}} \right)^{-1}}$$

Where P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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



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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
South African	1.5	3		
Black	1.5	3		
Women	1.75	3.5		
Youth	1.75	3.5		
Leaving with disability	1.75	3.5		
Military Veterans	1.75	3.5		
Total Points Allocated	10	20		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and targeted goals.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

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



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

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

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

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

(Tick applicable box)

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
------------	--------------------------	-----------	--------------------------

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.



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

.....
NB

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

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

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017

promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____



MBD 6.4

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS 2001
LOCAL CONTENT OF PRODUCTS**

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM MBD 6.1 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001

1. Regulation 12(1) of the Preferential Procurement Regulations makes provision for the promotion of locally manufactured products within the preference point systems.

SPECIFIC GOAL**POINTS ALLOCATED**

The stimulation of the S.A economy by procuring locally Manufactured products.

.....

2. Preference points may only be claimed for products, which will be manufactured (fabricated, processed or assembled), in the Republic of South Africa. In cases where production has not yet commenced at time of bid closure, evidence shall be produced that at the time of bid closure, the bidder was irrevocably committed to local production of the product.
3. **“Local content”** means that portion of the bid price, excluding Value Added Tax (VAT), which is not included in imported content, provided that local manufacture does take place.
4. **“Imported content”** means that portion of the bid price represented by the costs of components, parts or materials which have been or are still to be imported (whether by the bidder or his suppliers or sub-contractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duties, sales duties, or other similar taxes or duties at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies for which a bid has been submitted are manufactured.

5. BID INFORMATION

Bidders who wish to claim points in respect of this goal must furnish the information in paragraph 7 below.

6. POINTS CLAIMED

Indicate whether point(s) allocated for this goal is (are) claimed.

Yes / No

7. INFORMATION WITH REGARD TO LOCAL MANUFACTURE

Indicate in the table below which product(s) [item number(s)] is/are manufactured locally against the % local content of each product / item in relation to the bid price (exclusive of VAT). Points claimed must be indicated in the “points claimed” column.

Percentage local content in relation to bid Price	Indicate item numbers	Points Allocated	Points Claimed
10%-30%			
31%-60%			
61 % or more			

8. BID DECLARATION

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm declare that points claimed, based on the local content of the product(s) above, qualifies the firm for the point(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iii) If the claims are found to be incorrect, the purchaser, in addition to any other remedy it may have -
 - (a) recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
 - (b) 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;

WITNESSES:

1.

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

2.

Date.....

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

CERTIFICATION

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

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

.....
Signature

.....
Name of Bidder

.....
Position

.....
Date

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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



MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

**MBD 9**

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

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

**MBD 9**

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

SIGNED ON BEHALF OF THE TENDERER:

WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY

BID NO: WMM LM 00067

Upgrading of Surfaced roads sidewalks and stormwater

<p>CONTRACT</p>

<p>PART 1 (OF 4): AGREEMENTS AND CONTRACT DATA</p>

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Form of Security (Pro Forma)

WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY

BID NO: WMM LM 00067

Upgrading of Surfaced roads sidewalks and stormwater

C1.1 : FORM OF OFFER AND ACCEPTANCE
--

1 OFFER

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

UPGRADING OF SURFACED ROADS SIDEWALKS AND STORMWATER

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

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

The offered total of the prices inclusive of Value-Added Tax is

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

.....**Rand (in words);** **R**_____ **(in figures)**

This offer may be accepted by the Employer by signing the acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the tender data, whereupon the Tenderer becomes the party named as the contractor in terms of the conditions of contract identified in the contract data.

OFFER SIGNATURE BLOCK

Signature(s)

Name(s)

Capacity

For the **Tenderer**
(Name and address of organization)

Name and signature
of witness

Date

2 ACCEPTANCE

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

The terms of the Contract are contained in

Part C1: Agreements and Contract Data (which includes this Agreement)

Part C2: Pricing data

Part C3: Scope of Work

Part C4: Site Information

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any).

Unless the tenderer (now contractor), within five (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

ACCEPTANCE SIGNATURE BLOCK

Signature(s)

Name(s)

Capacity

For the Employer: **Winnie Madikizela Mandela Local Municipality
51 Winnie Madikizela Mandela Street
P.O Box 12
Mbizana
4800**

Witness:

Name:

Date:

.

Signature:

.

3 SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the tender conditions.
2. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents, and which it is agreed by the parties becomes an obligation of the contract, shall also be recorded here.
3. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the contract.

A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

1. Subject
 Details
2. Subject
 Details
3. Subject
 Details
4. Subject
 Details
5. Subject
 Details

By the duly authorized representatives signing this schedule of deviations, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY

BID NO:WMM LM 00067

Upgrading of Surfaced roads sidewalks and stormwater**C1.2: CONTRACT DATA (PART 1)****PART 1 : DATA PROVIDED BY THE EMPLOYER****CONDITIONS OF CONTRACT**

The General Conditions of Contract for Construction Works (2015) [hereinafter referred to as GCC2015], published by the South African Institution of Civil Engineering (SAICE) are applicable to this contract.

CONTRACT SPECIFIC DATA

The following contract specific data, amendments, additions, or omissions are applicable to this Contract.

No.	Clause	Description
1	1.1.14	The Employer is WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY
2	1.2.1.2	The Employer's address for receipt of communications and notices is: Telephone: 039 251 0230 Address (Physical): 51 Winnie Madikizela Mandela Street P.O BOX 12 Mbizana 4800
3	1.1.1.16	The Project Manager is Viwe Nontanda
4	1.2.1.2	The Project Manager's address for receipt of communications and notices is : Telephone: 031 259 02030 Facsimile: E-mail : nontandav@mbizana.gov.za Address (Postal) Address (Physical) 51 Winnie Madikizela Mandela Street
5	1.1.1.5	"Commencement Date" means the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.
6	1.1.1.14	The time for completing the works is 06 months including all relevant special non-working days.
7	1.1.1.34	Omit reference to "facsimile, electronic communication or any similar communication."
8	1.1.1.35	Add the following Clause 1.1.1.35

No.	Clause	Description
		“Value of Works” means the value of Works certified by the Engineer as having been satisfactorily executed and shall include the value of the work done, the value of the materials and/or goods and Contract Price Adjustments.
9	1.3.2	The governing law is the law of SOUTH AFRICA
10	1.3.2.1	Add the following new sub-clause: 1.3.2.1 “ The Contractor shall assume responsibility for compliance with the Environmental Management Programmes (EMP) in respect of the sites and shall ensure that the sites are rehabilitated before the conclusion of the Contract.”
11	1.3.2.2	Add the following new sub-clause: 1.3.2.2 The Employer and the Contractor hereby agree, in terms of the provisions of section 37 (2) of the Occupational Health & Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as ‘the Act’), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely: (a) The Contractor undertakes that the appropriate officials and employees of the Contractor will fully acquaint themselves with all relevant provisions of the Act and the Regulations promulgated in terms of the Act; (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with; (c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations, and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations, and prohibitions; with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations. (d) The Contractor agrees that any duly authorised official of the Employer shall be entitled (although not obliged) to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to,

No.	Clause	Description
		<p>the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records or Safety Plans held by the Contractor;</p> <p>(e) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.</p> <p>(f) The Contractor shall furthermore, in compliance with the Constructional Regulations of 2003 (Notice No. R1010, dated 18 July 2003) to the Act :</p> <p>(i) Acquaint himself with the requirements of the Employer's health and safety Specification as laid down in regulation 4(1)(a) of the Construction Regulation of 2003, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation of 2003 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the employer for approval within 14 days from the date of the Letter of Acceptance and shall be implemented and maintained from the Commencement of the Works.</p> <p>(ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2003, to monitor that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with requirements of these Regulations shall entitle the Engineer, at the request of the Employer or his Agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, such time as the Employer or his Agents are satisfied that the issues in which the Contractor has been in default have been rectified.”</p>
12	1.1.1.12	The special non-working days are statutory public holidays, Saturdays, Sundays and the year end break. These days will be included for time calculations.
13	3.1.2	<p>The Engineer shall obtain specific approval from the Employer before executing any of his functions or duties according to the following Clauses of the General Condition of Contract: Variations, in terms of, Clause 6.3.</p> <p>1. Rulings, in terms of Clause 10.1.5, on claims submitted by the Contractor, with the exception of claims relating to Clause 5.12.2.2 (Abnormal climatic conditions)</p>

No.	Clause	Description
		2. Rulings, in terms of Clause 10.2 (Dissatisfaction) and Clause 10.3 (Disputes).
14	3.2.6	Add the following: “The time limit for referring the matter to the Engineer by the Contractor shall be twenty one (21) days after the decision in question was given by the Engineer’s Representative”.
15	2.4	Add the following: “In the event of any ambiguity, conflict or discrepancy between the various contract documents, lists and schedules, the order of precedence (from highest to lowest) shall be as follows: <ol style="list-style-type: none">1. Form of Offer and Acceptance2. Contract Data3. General Conditions of Contract4. Project Specifications5. Working Drawings6. Standard Specifications of Roads and Bridgeworks (1998)7. Departmental guidelines and manuals/prescripts8. Schedule of Quantities
16	4.4.3	Add the following sub-clauses: “4.4.3.1 In the event of a Selected Subcontractor having undertaken to the Contractor, in respect of work executed or goods or materials supplied by such Selected Subcontractor, any continuing obligation extending beyond the date of completion of the Works or the end of the Defects Liability Period, as the case may be, the Contractor shall at any time after such date cede to the Employer, at the Employer’s request and cost, the benefit of such obligation for the unexpired duration thereof, whereupon the Employer shall have no further claim against the Contractor in respect of the said continuing obligation. 4.4.3.2 If the Contract shall have been terminated in terms of Clause 9, the Employer shall have the right, by written notice given to any Selected Subcontractor not later than 28 days after the said termination, to convert the subcontract concerned to a direct contract between the Employer and the Subcontractor provided that : <ol style="list-style-type: none">(a) the terms of the said direct contract shall <i>mutatis mutandis</i> be those of the subcontract concerned, and(b) the Employer shall have the right, notwithstanding any breach of the subcontract by the Contractor, subject to his forthwith paying to the Subcontractor all amounts then owing to the Subcontractor by the Contractor and perform any obligation which the Contractor has failed to perform.”
17	6.2.1	Replace in its entirety with the following:

No.	Clause	Description
		“The Contractor shall deliver the Form of Guarantee selected in the Contract Data to the Employer within 14 days after receipt of the signed Form of Offer and Acceptance. Any expenditure incurred in doing so shall be borne by the Contractor.”
18	6.2.4	Add the following as Clause 6.2.4: “The Contractor is to provide a guarantee of 5% of the Accepted Tender Sum to the Employer within 14 days from the date of the signed Form of Offer and Acceptance.”
19	1.3.5	Replace in its entirety with the following: The Employer will become the owner of the information, documents, advice, recommendation and reports collected, furnished and/or compiled by the Contractor during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer on request, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Contractor relinquishes its retention or any other rights to which it may be entitled.
20	1.3.6	Add the following as Clause 1.3.6: The copyright of all documents, recommendations and reports compiled by the Contractor during the course of and for the purposes of finalising the Works will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer’s service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor.
21	1.3.7	Add the following as Clause 1.3.7 The copyright of all electronic aids, software programmes etc. prepared or developed in terms of the Contract shall vest in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor.
22	1.3.8	Add the following as Clause 1.3.8 In case of the Contractor providing documents, electronic aids, software programmes or like material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not vest in the Employer. The Contractor shall be required to indicate to which documents, electronic aids, software programmes or like material this provision applies.
23	1.3.9	Add the following as Clause 1.3.9

No.	Clause	Description
		The Contractor hereby indemnifies the Employer against any action, claim, damages or legal cost that may be instituted against the Employer on the grounds of an alleged infringement of any copyright or any other intellectual property right in connection with the Works outlined in this Contract.
24	1.3.10	Add the following as Clause 1.3.10 All information, documents, recommendations, programmes and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.
25	5.3.1	Replace with the following: The Contractor shall, save as may be otherwise provided in the Contract or be legally or physically impossible, commence executing the Works within 14 days calculated from the date the Contractor is given access to and possession of the Site in terms of Clause 5.4.
26	5.6.1	The Contractor shall deliver his programme of work within fourteen (14) days of the Commencement Date.
27	5.9.1	Amend as follows: "On the date possession is given to the Contractor, the Engineer shall deliver to the Contractor three (3) copies, at no cost to the Contractor, of the drawings and any instructions required for the commencement of the Works. The cost of any additional copies of such drawings and/or instructions, as may be required by the Contractor, will be for the account of the Contractor.
28	7.2.1	Amend as follows: Replace "failing requirements or instructions, of the respective kinds suitable for the purpose intended" with "in the absence of such specifications, requirements or instructions, they shall be approved by the Engineer for the purpose intended".
29	6.9.2	In the last line, amend "Works" to read "Permanent Works".
30	6.9.6	Add the following as Clause 6.9.6 In order to preclude seizure by the owner of any constructional plant being held by the Contractor on a hire or hire-purchase agreement for the purposes of the Contract, the Employer shall be entitled to pay any such owner the amount of any outstanding instalment or other sum owing under any hire or hire-purchase agreement and in the event of his doing so, any amount thus paid by him shall be a debt payable to the Employer by the Contractor and may be deducted by the Employer from any moneys

No.	Clause	Description
		owing or that may become owing to the Contractor in terms of the Contract, or be recovered at law from the Contractor by the Employer.”
31	6.9.7	Add the following as Clause 6.9.7 When entering into any subcontract for the execution of any part of the works, the Contractor shall incorporate in such subcontract, by reference or otherwise, the provisions of this clause in respect of constructional plant brought to the site by the subcontract.”
32	8.3.1	Delete and replace with the following: “risk arising from political riot and malicious damage, unless these risks are insurable with The South African Special Risk Insurance Association at the time of tendering and it is stipulated in the Contract that the Contractor is to effect insurance against these risks”.
33	8.4.1.1	<i>After “person” in the second and third lines, add, “including an employee of the Contractor”.</i>
34	8.6	Delete Clause 8.6 and replace it with: (1) Without limiting his obligations in terms of the Contract, the Contractor shall before commencement of the Works effect and maintain the following insurances covering the respective interests of the Contractor and the Employer: (a) Insurance of the Works and of all movables on the Site intended for incorporation in the Works against damage or physical loss from whatsoever cause arising (other than causes set out in Clause 8.3.1 (i) for the period for which the Contractor is responsible for the Works in terms of Clause 8.2, and (ii) for a sum insured which shall, unless otherwise specified in the Contract, be the aggregate of (aa) the Contract Price, (bb) a sum to cover the value (specified at the time of delivery to the Contractor) of materials supplied by the Employer for incorporation in the Works and not included in the Contract Price, and (cc) a sum to cover professional fees, not included in the Contract Price, payable in respect of the repair or reinstatement of damage to the Works or said movables. (b) A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association is required. (c) Public Liability insurance from the Commencement Date to the date of the Certificate of Completion or the end of the Defects Liability Period (if any) for a minimum limit of indemnity of R 5 000 000, with no limitation on the number of accidents in any one year, covering the Employer and the Contractor

No.	Clause	Description
		<p>against their respective liability for the death of or injury to any person or loss of or damage to any property (other than property while it is insured in terms of paragraph (a)) arising out of or in the course of the performance of the Contract:</p> <p>Provided that</p> <ul style="list-style-type: none"> (i) the insurance shall not be required to cover any liability arising out of any of the matters referred to in the provisos of Clause 8.3.1, and (ii) the insurance shall include a cross-liability clause such that the insurance shall apply to the Contractor and to the Employer as separate insured parties. <p>(2) Save as otherwise provided in the Contract, nothing herein contained shall oblige the Contractor to effect any insurance which is not generally obtainable from a registered insurer in the Republic of South Africa.</p> <p>(3) The insurances referred to in Sub-Clause (1) shall be effected with an insurance company registered in the Republic of South Africa and the terms thereof shall be subject to approval by the Employer, which approval shall not be unreasonably withheld.</p> <p>(4) The Contractor shall produce to the Employer the policies by which the insurances are effected and proof of the due payment of all premiums thereunder and of the continuity of the policies for the required period within 14 days of receipt of the Letter of Acceptance.</p> <p>(5) The Contractor and the Employer shall comply with the terms and conditions of the insurance policies.</p> <p>(6) If the Contractor shall fail to effect and keep in force any of the insurances referred to in Sub-Clause (1), the Employer may effect and keep in force such insurance and pay such premium or premiums as may be necessary for the purpose and the Contractor shall refund the amounts of such premiums to the Employer.</p> <p>(7) The Contractor shall provide proof that he has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993, and that he has complied with the provisions of the Occupational Health and Safety Act, No. 85 of 1993.</p>
35	6.3.1	<i>In the fourth line, after the word “shall”, insert “with the approval of the Employer”.</i>
36	6.3.4	<p>Add the following new sub-clause 6.3.4:</p> <p>“Where the decrease or increase in the quantity of work has not resulted from a written variation order (or an additional agreement) in terms of Clause 6.3, but from the fact that the quantities are less or more than those given in the Bill of Quantities, the tendered rates or sums shall still</p>

No.	Clause	Description
		apply, except in the case of a sub-item (or item not subdivided into sub-items) in the Bill of Quantities, which covers work the value of which during the tender stage exceeds 15% of the value of the tender sum, and where the quantity of such sub-item or item, upon completion of the Contract, deviates by more than 20% from the quantity given in the Bill of Quantities, so that the scale of activities or the method of construction consequently changes to such an extent that the tendered rate or sum no longer applies. In such case the Engineer, should he deem it to be in the interest of the Employer or should the Contractor enter a claim, shall, considering the extent by which the deviation in respect of the quantity of the sub-item or item concerned exceeds 20%, determine a sum which will be equitable in the circumstances, and shall certify that such sum shall be deducted from or added to the sums owing to the Contractor."
37	5.8.1	<p>Delete the words "between sunrise and sunset" in the first line and replace with "within normal working hours. Normal working hours shall be those as stated in the Government Gazette for Civil Engineering and Road making Industries as applicable to a five (5) day week.</p> <p>Add the following to Clause 5.8.3:</p> <p>"5.8.3 The cost of supervision by the Engineer or his representatives outside of normal (Monday to Friday) working hours in accordance with this Clause, shall be to the Contractor's account."</p>
38	5.11.1	<i>In the second line, after the word "progress", insert "or alter the order".</i>
39	5.12.1	<p>Delete the contents of the Clause and replace with the following::</p> <p>"There will be no extension of time unless agreed to by all parties in writing."</p>
40	58.3	The Tenderer's attention is drawn to the Returnable Forms which contain a declaration statement in which the equity owned by historically disadvantaged individuals and women are to be clearly spelt out if the Tenderer wishes to be considered for these points. Forms are also included for the Contractor to indicate the location of his head-office as well as the tender goals for the promotion of local enterprises.

No.	Clause	Description
41	43.1	<p>In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal relating to the granting of the granting of a preference was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner, but will be limited to 10% of the Final Contract Price</p> $\text{Penalty} = 15\% \times \frac{[D - D_0]}{100} \times N_A$ <p> D = Tender Participation Goal percentage D₀ = the Tender Participation Goal which the Employer, based on the credits representative passed, certifies as being achieved upon completion of the Contract. N_A = Net Amount (Net Total of Tender from Summary of Bill of Quantities) </p> <p>The Employer reserves the right to take legal action against tenderers who tender participation goals that are later found to be incorrect.</p> <ul style="list-style-type: none"> • The penalty for failing to complete the Works is R1000 per calendar day. • As per the Clause 3.5.1.22 for emergency repair response and completion times. • Failure to comply with the provisions for the accommodation of traffic will incur a penalty of R500 per occurrence Per day thereafter until rectified.
42	43.3	<p>Add the following new sub-clauses:</p> <p>“43.3 The provisions of sub-clause 43(1) shall also apply to completion of a specified stage of work as described in the Tender Forms, the Agreement, and the Contract Scope of Works. Where a penalty is enforced by the Employer for late completion of any stage of work, the penalty shall not be refundable even if subsequent stages of completion are achieved on schedule.</p> <p>If late completion of more than one stage occurs, the total penalty per day shall not exceed the penalty for late completion of the contract as defined in the Tender Forms, the Agreement or the Contract Scope of Works.</p> <p>43.4 All penalties for which the Contractor becomes liable in terms of Sub-clauses 43.1 to 43.4 shall be accumulative. The Employer may, without prejudice to any other method of recovery, deduct the amounts of all such penalties from any moneys in his possession that are or may become due to the Contractor.</p> <p>43.5 The imposition of any penalties in terms of Sub-clauses 43.(1) to 43.(4) shall not limit the Engineer's nor Employer's right to act in terms of Sub-clause 55.1.”</p>
43	6.6.1.2	After all references to the word “sums”, insert “excluding VAT”
44	6.8.1	Add the following:

No.	Clause	Description
		"The tender rates and prices shall also be exclusive of Value Added Tax (VAT). Provision is made for the addition of VAT in the summary of the Bill of Quantities."
45	6.8.2	<p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</p> <p>The value of "x" is 0.10</p> <p>The values of the coefficients are :</p> <p>a = 0.25 (labour)</p> <p>b = 0.25 (contractor's equipment)</p> <p>c = 0.40 (material)</p> <p>d = 0.10 (fuel)</p> <p>The urban area nearest the Site is Error! Not a valid link.</p> <p>The base month and year is the month prior to the month in which tenders close.</p>
46	6.10.2	<p>Add the following:</p> <p>"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 relevant pro-forma"</p>
47	6.10.3	<p>The percentage retention on the amounts due to the Contractor is 10 %</p> <p>of the Contract Price.</p>
48	6.11.1.3	<p><i>Delete the words "15 percent and replace with "20 percent".</i></p>
49	5.14.5.5	<p>Delete Clause 5.14.5.5 and replace with:</p> <p>Insurance of the works shall continue until the expiration of the Defects Liability Period, in terms of Clause 8.6.1.</p>
50	7.8.1	<p>The Defects Liability Period is 03 months measured from the date of the Certificate of Completion.</p>

WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY

BID NO:WMM LM 00067

Upgrading of Surfaced roads sidewalks and stormwater

C1.2: CONTRACT DATA (PART 2)

PART 2: DATA PROVIDED BY THE CONTRACTOR
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No.	Clause	Description
1	1.18	The Contractor is <i>[The Legal name of the Contractor].</i>
2	1.2.2	The Contractor's address for receipt of communications and notices is : Telephone: Facsimile: E-mail : Address (Postal) :..... Address (Physical) :
3	37.2.2.3	The percentage allowances to cover all overhead charges are.....

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C1.3: FORM OF SECURITY (PRO FORMA)

.....
(hereinafter referred to as “the Employer”) entered into, on the day of
.....20.....

a Contract with

.....
(hereinafter called “the Contractor”) for the construction of
at

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 fulfilment 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 Sureties and Co-principal Debtors to the Employer under renunciation of the benefits of division and excursion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this Guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.

3. This Guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this Guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

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

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

Signature

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

Address
.....
.....

As witnesses:

1.....

1

WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY

BID NO:

Upgrading of Surfaced roads sidewalks and stormwater

C2.1 Pricing Instructions

<p style="text-align: center;">CONTRACT PART 2 (OF 4): PRICING DATA</p>

C2.2 Bill of Quantities

WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY

BID NO:WMM LM 00067

Upgrading of Surfaced roads sidewalks and stormwater

C2.1 : PRICING INSTRUCTIONS

C2.1.1 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them.

Unit:	The unit of measurement for each item of work as defined in the Standard Specifications or the Project Specifications.
Quantity:	The number of units of work for each item.
Rate:	The payment per unit of work for which the Tenderer tenders to do the work.
Amount:	The product of the quantity and the rate tender for an item.
Lump Sum:	An amount tender for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units.

C2.1.2 This Bill of Quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.

C2.1.3 The quantities set out in the Bill of Quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the Bill of Quantities, will be used to determine payments to the Contractor.

The validity of the contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment. Work is valued at the rates or lump sums tender, subject only to the provisions of subclause 1209 (a) of the Standard Specifications.

C2.1.4 Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc. and for the completed items of work as specified, all in accordance with subclause 1209 (b) of the Standard Specifications. Full compensation for completing and maintaining, during the defects liability period, all the work shown on the drawings and specified in the Standard Specifications and Project Specifications and for all the risks, obligations and responsibilities specified in the General Conditions of Contract, Special Conditions of Contract, Standard Specifications and Project Specifications shall be considered as provided for collectively in the items of payment given in the Bill of Quantities, except in so far as the quantities given in the Bill of Quantities are only approximate.

C2.1.5 The Tenderer shall fill in a rate or a lump sum for each item where provision is made for it even where no quantities are given. Items against which no rate or lump sum has been entered in the tender will

not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the Bill of Quantities.

The Tenderer shall fill in a rate against all items where the words “rate only” appear in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tender rate shall apply should work under this item actually be required. Tenderers should note the provisions of paragraph 12 of this preamble.

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

The tender lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

- C2.1.6 The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary. Attention is directed to the provisions of Clause 1220 of the Standard Specifications regarding the measurements of quantities for payment. Except where specified otherwise than in Clause 1220, the nett measurement or mass of the finished work in place shall be taken for payment, and any volume or mass of work in excess of that prescribed, shall be excluded.
- C2.1.7 The amount of work or the quantities of material stated in the Bill of Quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the Contractor.
- C2.1.8 The statement of quantities of material or the amount of work in the Bill of Quantities shall not be regarded as authorisation for the Contractor to order material or to execute work. The Contractor shall obtain the Engineer’s detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.
- C2.1.9 The short descriptions of the payment items in the Bill of Quantities are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the drawings, Standard Specifications, Project Specifications, General Conditions of Contract and Special Conditions of Contract for more detailed information regarding the extent of work entailed under each item.
- C2.1.10 The provisions of Clause **6.6** of the General Conditions of Contract shall apply to provisional sums and prime cost sums.
- C2.1.11 Subject to the conditions stated in paragraph C2.1.12 below, the rates and lump sums filled in by the Tenderer in the Bill of Quantities shall be final and binding with regard to submitting the tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Adjustment of the rates will take place prior to the signing of the contract. In their own interest Tenderers must make doubly sure of the correctness of their tender rates, the extensions and the Tender Sum.

Arithmetical errors of responsive tenders will be corrected in the following manner:

- Where there is a discrepancy between an amount shown in figures, and the corresponding amount stated in words, the amount stated in words shall take preference.
- In the Bill of Quantities, if there is an error in the line item total resulting from the product of the quantity and the unit rate, the line item total shall govern, and the rate shall be corrected. Where there is a misplacement of the decimal point in the unit rate, the line item total shall govern and 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 tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates in the Bill of Quantities) to achieve the tender total of the prices.

Should a tenderer be unwilling to make the corrections ordered by the Engineer, the tender may be disqualified.

C2.1.12 A tender may be rejected if the unit rates or lump sums for some of the items in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion, and if the Tenderer fails, within a period of seven (7) days of having been notified in writing by the Employer to adjust the unit rates or lump sums for such items, to make such adjustments.

C2.1.13 The units of measurement indicated in the Bill of Quantities are metric units

The following abbreviations are used in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre kilometre
l	=	litre
kl	=	kilolitre
kg	=	kilogram
t	=	ton (1000 kg)
No	=	number
mn	=	meganewton
mn-m	=	meganewton-metre
%	=	percent
kW	=	kilowatt
Kn	=	kilonewton
PC sum	=	prime cost sum
Prov sum	=	provisional sum

- C2.1.14 All rates and sums of money quoted in the Bill of Quantities shall be in Rands and whole cents. Fractions of a cent shall be discarded
- C2.1.15 The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the Standard Specifications. Item numbers prefixed by the letter B refer to payment items described under Part B of the Project Specifications, those with C to payment items described under Part C, and so on for further parts of the project specifications.

WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY

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Upgrading of Surfaced roads sidewalks and stormwater

<p>C2.2: BILL OF QUANTITIES</p>
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WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY
BID NO:WMM LM 00067

SUMMARY OF SCHEDULE OF QUANTITIES

R.....

BILL NO. 1 PRELIMINARIES

R.....

BILL NO. 2 ALTERATIONS (Provisional)

R.....

BILL NO. 3 WATERPROOFING

R.....

BILL NO. 4 CEILINGS, ETC

R.....

BILL NO. 5 FLOOR COVERINGS

R.....

BILL NO. 6 IRONMONGERY

R.....

BILL NO. 7 PLASTERING

R.....

BILL NO. 8 TILING

R.....

BILL NO. 9 PAINTING

R.....

BILL NO. 10 PROVISIONAL SUMS

R.....

NETT TOTAL OF TENDER

R.....

ALLOW 15% VALUE ADDED TAX

R.....

TOTAL AMOUNT CARRIED TO FORM OF TENDER

R......

THE CONTRACT IS SUBJECT TO CONTRACT PRICE ADJUSTMENT.

SIGNATURE OF TENDERER :

ON BEHALF OF _____ :

DATE :

WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY

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Upgrading of Surfaced roads sidewalks and stormwater

CONTRACT PART 3 (OF 4) : SCOPE OF WORKS	
ITEM	
C3.1	Description of the works
C3.2	Engineering
C3.3	Procurement
C3.4	Construction
C3.5	Management

WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY

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Upgrading of Surfaced roads sidewalks and stormwater

<p>PART C3.1: DESCRIPTION OF THE WORKS</p>

C3.1.1 Employers Objectives

This project forms part of the overall development of infrastructure within the municipality's boundaries.

C3.1.2 Overview of the Works

As detailed in the Terms of reference

Labour-intensive works comprise the activities described in SANS 1921-5, Earthworks activities, which are to be performed by hand, and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this scope of work.

C3.1.3 Extent of the Works

The work to be executed under this contract includes, inter alia, for the supply of all prescribed materials, the plant and labour involved for the alterations of the following, and not limited to the same:

- Alterations
- Waterproofing
- Ceilings
- Floor Coverings
- Ironmongery
- Plastering
- Tiling
- Paintwork

C3.1.4 Location of the Works

The site is located in Ward 01 of Winnie Madikizela Mandela Local Municipality in Eastern Cape Province.

C3.1.5 Labour Intensive Construction

Labour Intensive Construction shall mean the economically efficient employment of as great a portion of labour as is technically feasible to produce a standard of construction as demanded by the Specifications with completion by the due completion date, thus the effective substitution of labour for equipment.

Appropriate portions of the Works included in the Contract shall be executed using Labour Intensive Construction methods.

Except where the use of plant is essential in order, in the opinion of the Engineer, to meet the specified requirements by the Due Completion Date, the Contractor shall use only hand tools and equipment in the construction of those portion(s) of the Works that are required in terms of these Project Specifications to be constructed using Labour Intensive Construction methods.

These portions of the Works shall be constructed utilizing only locally employed labour and/or the labour of local sub-contractors, supplemented to the extent necessary and unavoidable by the Contractors key personnel as provided for in sub-clause C3.3.3 unless otherwise instructed by the Engineer and in accordance with the further provisions of the relevant sections of Portion B of the Project Specifications.

The portions of the Works to be executed using Labour Intensive Construction methods are:

- i. Clearing and grubbing of the Site;
- ii. Excavation for foundation trenches not exceeding 1,5 m deep;
- iii. Bedding, selected fill, backfilling and compaction of all pipe trenches irrespective of depth, but assisted by mechanical compaction equipment in order to achieve the specified densities;
- iv. Transportation and spoiling of all trench materials, where the disposal site is located within 20 metres of source;
- v. Cleaning and tidying up of the Site;
- vi. Construction of all brickworks required for structures;
- vii. Mixing and placing of concrete work;

In respect of those portions of works which are not listed above, the construction methods adopted and plant utilised shall be at the discretion of the Contractor, provided always that the construction methods adopted and plant utilised by the Contractor are appropriate in respect of the nature of the Works to be executed and the standards to be achieved in terms of the Contract.

C3.1.6 Sub-Contracting

C3.1.6.1 Contractor shall appoint such authorities and/or specialist subcontractors and suppliers as may be designated or nominated by the Employer or the Engineer.

C3.1.6.2 The Contractor shall sub-let to local small sub-contractors appropriate portions of the works that are designated in Clause C3.1.5 as being reserved for labour intensive construction methods.

C3.1.4.3 As required by Clause 6(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 such 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.

C3.1.4.4 The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor, and where he deems the circumstances so warrant, and provided always that the Contractor has complied fully and in all respects with the provisions of the Contract pertaining to subletting to local subcontractors or has utilised his best endeavors to comply therewith, authorize in writing that the Contractor may employ local residents with the sole intent of executing on-the-job training of such local residents to suitable levels of skill that will enable the Contractor to sub-let appropriate portions of the Works to such local residents.

Without limiting the generality of application of this sub-clause, circumstances, which may be considered by the Engineer to warrant such authorization, include:

- a) non-receipt of valid or acceptable tenders/quotations from local sub-contractors;
- b) serious default or failure of appointed local sub-contractors;

The Engineer shall not grant such authority in cases where it may reasonably be concluded on the available evidence that the invitation of further tenders/quotations in accordance with the terms of the Contract is likely to result in the successful completion of the portions of the Works concerned by local subcontractors.

Should the Contractor, after suitable due endeavor, be unable to identify local residents suitable for and desiring to train as sub-contractors for portions of the Works as specified in Clause 3.1.4.2, then the Contractor shall be permitted to undertake the Works in question with his own workforce as provided for in Clause 3.3.3 above.

The Engineer shall monitor progress achieved with subcontractor training, and successful completion of this training shall be subject to his approval or instruction. The Contractor shall tender rates for the training of sub-contractors and labour.

As specified in Clause C3.3.4, the Contractor shall approach the Labour Desk that is established for purposes of the Contract for assistance and advice regarding conditions of employment, minimum wages, disputes and disciplinary procedures in respect of local sub-contractors.

C3.1.7 Construction And Management Requirements

C3.1.7.1 General

The Contractor is referred to SANS 1921: 2004 parts 1, 2, 3 and 5: Construction and Management Requirements for Works Contracts. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

C3.1.7.2 Quality Assurance (QA) *(Read with SANS 1921 - 1: 2004 clause 4.4)*

The Contractor will be solely responsible for the production of work that complies - with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems, which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport; instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

C3.1.7.3 Management and disposal of water *(Read with SANS 1921 - 1: 2004 clause 4.6)*

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

C3.1.7.4 Disposal of spoil or surplus material *(Read with SANS 1921 - 1: 2004 clause 4.10)*

The Contractor shall dispose all surplus and unsuitable material in the designated spoil areas.

C3.1.7.6 Testing *(Read with SANS 1921 - 1: 2004 clause 4.11)*
Process control

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Engineer.

The Contractor may establish his own laboratory on site or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

Acceptance control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a provisional sum provided in the schedule of quantities, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

C3.1.7.7 Survey beacons *(Read with SANS 1921- 1:2004 clause 4.15)*

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as benchmarks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

C3.1.7.8 Existing Services *(Read with SANS 1921 - 1:2004 clause 4.17)*

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

C3.1.8 Programme to be supplied by the Contractor

The Contractor's programme shall be essentially in accordance with the overall requirements of the project.

The programme shall not be in the form of a bar chart only, but shall show clearly the anticipated quantities of work to be performed each month, together with the manner in which the listed plant and other resources are to be used, as well as the anticipated earnings for the various sections of work.

A network-based programme according to the precedence method shall be required by the Engineer. The programme shall be updated monthly in accordance with the progress made by the Contractor. The updated programme shall be submitted to the Engineer at least two working days prior to monthly meetings.

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

If, during the progress of the work, the quantities of work performed per month fall below those shown on the programme, or if the sequence of operations is altered or if the programme is deviated from in any other way, the Contractor shall, within one week of having been notified by the Engineer, submit a revised programme and network.

If the programme has to be revised by reason of the contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost time in order to ensure completion of the Works within the time of completion as defined in Clause 53 of the General Conditions of Contract or any granted extension of time. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by providing more labour and plant on site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit the programme or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as provided in Clause 55 of the General Conditions of Contract.

The approval by the engineer of any programme shall have no contractual significance other than the Engineer will be satisfied if the work is carried out according to such programme and that the Contract undertakes to carry out the work in accordance with the programme. It shall not limit the right to the Engineer to instruct the Contractor to vary the programme if required by circumstances. The Contractor is also referred to Clause 12 of the General Conditions of Contract when drawing up his programme.

Progress in advance of the programme on certain portions or phases of the Works shall not be considered adequate reason for poor progress on another portion or phase.

C3.1.9 Overhaul

Overhaul shall only be paid for material obtained from the designated borrow pit.

C3.1.10 Site Facilities Available

C3.1.10.1 Location of Site and Depot

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor. The Contractor must obtain written permission from the landowner and subsequently from the Engineer for the establishment of his camp.

(a) Contractor's Camp Site/Store Yard

Any clearing of the site that is necessary and the making good after de-establishment will be the responsibility of the Contractor.

In addition to the requirements of SABS 1200A clause 8.3.2.2 the following conditions shall also apply:-

- (i) None of the existing roads shall be damaged in any way.
- (ii) No waterborne sewerage facilities or potable water connection are available on the site. The Contractor shall make his own arrangements in this regard.
- (iii) No electrical facilities exist on site.
- (iv) It shall be the responsibility of the Contractor to make good any damage caused to the campsite area or any improvements on it, including services, and for reinstating it to its former condition when vacated. The standard of

reinstatement must be to the satisfaction of the Engineer; Director: Real Estate and/or Director of Parks, Recreation and Beaches Department; or other owner. Particular attention should be directed to these requirements and written clearances from the relevant Departments or other owners will be required.

C3.1.10.2 Source of Water Supply

The Contractor shall be responsible under the Contract for the supply and distribution at his cost of all water that he may require for purposes of constructing the Works. Accordingly, the Contractor shall pay all connection fees and consumption charges, and at his cost provide all connections, consumption meters, pipework, storage tanks, transport and other items associated with the supply of water for the Works.

The Contractor shall, subject to the approval of the Engineer, make any necessary arrangements with the relevant authority for the connection(s), and shall provide in his tender for the payment of all charges and costs that are associated with making water available for purposes of constructing the Works. The Contractor shall be responsible under the Contract for the supply and distribution at his cost of all electricity that he may require for purposes of constructing the Works. Accordingly, the Contractor shall pay all connection and consumption charges, and at his cost provides all connections, transformers, consumption meters, cables, distribution boards and other items that are associated with the supply of electricity for construction of the Works.

The Contractor shall, subject to the approval of the Engineer, make any necessary arrangements with the relevant authority for the connection(s), and shall provide in his tender for the payment of all charges and costs that are associated with making electricity available for purposes of constructing the Works. The distribution of electricity shall be in accordance with the applicable bylaws and regulations of the supply authority.

C3.1.10.4 Accommodation of Employees

No employees except for security guards will be allowed to sleep or be accommodated on the site.

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

No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his campsite and the site of the works for the use of his employees. Chemical toilets only will be allowed where temporary facilities have to be provided.

C3.1.11 Features Requiring Special Attention

C3.1.11.1 Built-up Areas

The Contractor's attention is drawn to the fact that the Works will be constructed within built-up areas. The Contractor shall exercise all necessary precautions and take all necessary steps to ensure the safety

and convenience of the public. In addition, the Contractor shall provide access for traffic over and through the works, and for residents to their places of abode, all as described in the Specifications: Allowance must be made by the Contractor in his programming for delays resulting from the aforesaid.

The Contractor shall give residents a minimum of 72 hours written notice of his intent to close access to residential stands. The Contractor shall acquire written confirmation from all owners that they are aware of any intended closures of access. No traffic access to a residential stand shall be closed for longer than 48 hours.

C3.1.11.3 Protection of Buildings and Structures

The Contractor shall give all residents or other parties owning a building or structure within an appropriate radius (not less than 100m) from any point of blasting, a minimum of 48 hours notice of his intent to execute any blasting work.

The Contractor shall note all aspects relevant to the condition of the affected buildings and/or structures prior to blasting, and shall acquire the signature of the owners/occupants agreeing to such conditions.

Subsequent to blasting, both the Contractor and the owners/occupants shall sign the form confirming the condition of the buildings and/or structures. In the event of damage to existing buildings and/or structures as a result of blasting, remedial work shall be done to the satisfaction of the owners/occupants at the Contractor's expense.

Compliance with this clause will not relieve the Contractor of any responsibilities in terms of the Contract.

C3.1.11.4 Care of the Site

At all times during construction of the Works and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store all materials and equipment for which he is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

C3.1.11.5 Control of Water

The Contractor shall at all times and in all respects be responsible for the handling of stormwater from higher-laying areas above the Works, and for the handling of any sub-surface water that may affect the Works. No separate payment shall be made in this regard, as all costs related thereto shall be deemed to be included in the rates tendered for the various items of work that are included in the Schedule of Quantities.

C3.1.12 Management of the environment

The Contractor shall pay special attention to the following:

(a) Natural Vegetation

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.

(b) Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires, which may have been caused by him or his employees.

C3.1.13 Community Liaison And Community Relations

In all dealings with nearby communities and beneficiaries of the project, and in all dealings with workers employed from within such communities, the Contractor shall take due cognisance of the character, culture and circumstances of the specific community and/or any group of beneficiaries, and shall at all times use his best endeavors to avoid the development of disputes and rather to foster a spirit of co- operation and harmony towards the project.

The Contractor shall at all times, keep the Engineer fully informed regarding all matters affecting or negotiated between the Contractor and the community and/or beneficiaries, and he shall attend all liaison meetings as may be arranged by the Engineer and/or the Employer. All matters concerning the community and/or beneficiaries shall be discussed and where possible, resolved at such meetings.

Where any resolution during such negotiations or at such meetings shall be contrary to the terms and provisions of the Contract, the Contractor shall not give effect thereto without a prior written instruction from the Engineer. Where the Contractor is of the opinion that any instruction of the Engineer issued in terms of this clause will result in the incurring of additional costs which were not provided for in his tendered rates and prices and/or that a delay in the progress of the Works will result, he shall be entitled to submit a claim in terms of Clause 48 of the Conditions of Contract, provided: always that the period of twenty-eight (28) days referred to in Clause 48 shall be reduced to three (3) normal working days in respect of all claims submitted in terms of this clause.

C3.1.14 Workmanship And Quality Control

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

The cost of the Contractor's supervision and process control, including all testing carried out by the Contractor, will be deemed to be included in the rates tendered for the various items of work. The Contractor's attention is drawn to the provisions of the various Standardised Specifications regarding the minimum frequency of process control testing that is to be executed. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control of the quality of the Works at all times. Upon completion and submission of each portion of the Works to the Engineer for examination, the Contractor shall furnish the Engineer with the results of relevant tests, measurements and levels, thereby indicating compliance with the Specifications. The Engineer will not examine or inspect any portion of work submitted for approval unless the request for inspection and approval is accompanied by relevant tests, measurements and levels indicating compliance.

C3.1.15 Samples

Materials or work that do not conform to the approved samples, submitted in terms of Sub-Clause 23(4) of the Conditions of Contract, will be rejected. The Engineer reserves the right to submit samples for testing to ensure that the material represented by the

C3.1.16 Notices, Signs, Barricades And Advertisements

Notices, signs and barricades (required in terms of Clause 33 of the Conditions of Contract) as well as advertisements may only be erected where approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

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

C3.1.17 Requirements For Accommodation Of Traffic

General

The Contractor will be responsible for the safe and easy passage of public traffic past and on sections of roads of which he has occupation or where work has to be done near traffic.

Accommodation of traffic, where applicable shall comply with SANS 192i-2: 2004: Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor shall obtain this specification from Standards South Africa if accommodation of traffic will be involved on any part of the construction works.

Basic Requirements

The traveling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

The Contractor shall ensure that all road signs, barricades, delineators, flagmen and speed controls are effective and that courtesy is extended to the public at all times.

Failure to maintain road signs, warning signs or flicker lights, etc, in a good condition shall constitute ample reason for the Engineer to suspend the work until the road signs, etc, have been repaired to his satisfaction.

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

The Contractor shall construct and maintain all temporary drainage works necessary for temporary deviations.

The Contractor shall provide and grant access to persons whose properties fall within or adjoin the area in which he is working.

C3.1.18 Open Trenches

Trenches may not be left open during the builder's holidays, and shall be safeguarded at all times from danger to the public. Safe trench-crossings shall be provided at all intersections with accesses to properties and with public roads and paths. The length of trench left open at any one time may be restricted by the Engineer, should he consider such restriction to be in the interest of public safety.

C.3.1.19 Statutory Regulations

The statutory requirement of the Occupational Health and Safety Act, Act 85 of 1993 (referred to as the Act below), and all regulations promulgated there under as well as the other relevant acts must be adhered to by the Contractor, with specific reference to the safety of all employees and the public, irrespective of whether such employees are employed by the Contractor or by his subcontractors (including local subcontractors).

The Contractor, in entering into this Contract, hereby agrees with the Employer in terms of Section 37(2) of the Act, that the Contractor as an employer in its own right and in its capacity as Contractor for the execution of the Works, shall have certain obligations and that the following arrangement shall apply between the Contractor and the Employer to ensure compliance by the Contractor with the provisions of the Act, namely:-

- (a) The Contractor undertakes to acquaint the 'appropriate officials and the employees of the Contractor with all relevant provisions of the Act, and the regulations promulgated in terms of the Act;
- (b) The Contractor undertakes that all relevant duties, obligations prohibitions imposed in terms of the Act and regulations will be complied with; and
- (c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations, and expressly absolves the Employer and the Engineer from being obliged to comply with any of the aforesaid duties, obligations and prohibitions in respect of the Works; and

- (d) The Contractor shall be obliged to report forthwith to the Employer and the Engineer any investigation, complaint, or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the Employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.
- (e) The Contractor shall sign the agreement bound into Section C1.2 of this document.

The Contractor shall comply with all the conditions of the Record of Decision in terms of Section 22(3) of the Environmental Conservation Act, 1989. A copy of the Record of Decision and/or the Environmental Management Plan is bound into Section C3.5.1 of this Contract Document.

A time-related and a fixed-charge item have been provided in Schedule A of the Schedule of Quantities. The contractor shall allow for all obligations imposed by the Environmental Management Plan including the appointment of an environmental manager/control officer.

C3.1.20 Safety

"Pursuant to the provisions of the Conditions of Contract, and without in any way limiting the Contractor's obligations there under, the Contractor shall at his own expense (except only where specific provision (if any) is made in the contract for the reimbursement to the Contractor in respect of particular items), provide the following:

- (a) The Principal Contractor must do a Risk assessment and compile an OHS Plan to be evaluated and approved by the Safety Agent prior to commencement of Construction.
- (c) The Contractor must ensure that regular safety meetings be held, and that the minutes of such meetings be kept in a Safety File, which must be available on site at all, times.
- (d) Provide to its Employees on the site of the works, all safety materials, clothing and equipment necessary to ensure full compliance with the provisions of the Occupational health and Safety Act, 1993 (Act No 85 of 1993) as amended (hereinafter referred to as the Act) at all times, and shall institute appropriate and effective measures to ensure the proper usage of such safety materials, clothing and equipment at all times;
- (e) Provide, install and maintain all barricades, safety signage and other measures to ensure the safety of workmen and all persons in; on and around the site, as well as the general public;
- (f) Implement on the site of the works, such procedures and systems and keep all records as may be required to ensure compliance with the requirements of the Act at all times;
- (g) "Implement all necessary measures so as to ensure compliance with the Act by all subcontractors engaged by the Contractor and their employees engaged on the works;

- (h) Full compliance with all other requirements pertaining to safety as may be specified in the Contract (Also refer to Notice to Tenderers).

The Employer and the Engineer shall be entitled, although not obliged, to make such inspections on the site as they shall deem appropriate, for the purpose of verifying the Contractor's compliance with the requirements of the Act.

For this purpose, the Contractor shall grant full access to the site of all parts of the site and shall co-operate fully in such inspections and shall make available for inspection all such documents and records as the Employer's and/or Engineer's representative may reasonably require.

Where any such investigations reveal, or where it comes to the Engineer's attention that the Contractor is in any way in breach of the requirements of the Act or is failing to comply with the provisions of this clause, the Engineer shall, in accordance with the provisions of clause 39 of the Conditions of Contract, be entitled to suspend progress on the works or any part thereof until such time as the Contractor has demonstrated to the satisfaction of the Engineer, that such breach has been rectified.

The Contractor shall have no grounds for a claim against the Employer for extension of time and/or additional costs if the progress on the works or any part thereof is suspended by the Engineer in terms of this clause, and the Contractor shall remain fully liable in respect of the payment of penalties for late completion in accordance with the provisions of clause 43(1) of the Conditions of Contract should the Contractor fail to complete the Works on or before the specified due completion date in consequence of the suspension.

Persistent and repeated breach by the Contractor of the requirements of the Act and/or this clause shall constitute grounds for the Engineer to act in terms of sub clause 55(1)(b)(vi) of the Conditions of Contract and for the Employer to cancel the Contract in accordance with the further provisions of the said clause 55."

In addition to all above safety related requirements the Contractor shall take cognisance of the requirements of the construction regulations and OHS Specifications bound in C3.5.2 of this document.

C3.1.21 Safety Officer

OHS must be provided. The Contractor is required to ensure compliance with the Occupational Health and Safety Act (Act 85 of 1993) and its regulations, in particular the Construction Regulations, 2003, to appoint a Health and Safety Officer for the works.

The safety officer shall have a sound knowledge of the Occupational health and Safety Act. He shall preferably have completed the Safety Management Training Course (SAMTRAC) presented by NOSA. The Contractor shall submit details of the proposed.

C3.1.22 Source of Material

The contractor will be held responsible for locating sources of all materials complying with the relevant minimum requirements to be used in this contract. No separate payment shall be made for this, as all costs related thereto shall be deemed to be covered by the tendered rates.

Where possible materials manufactured or produced locally shall be procured to promote local enterprise.

A designated borrow pit shall be available for sourcing of the sub-base and base material required for the project. The borrow pit is located on P602. The contractor shall only use material from this designated borrow pit and specific location of further excavation within the borrow pit shall be indicated by the engineer.

WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY

BID NO:WMM LM 00067

Upgrading of Surfaced roads sidewalks and stormwater

<p>PART C3.2: ENGINEERING</p>

C3.2.1 Design

- The Employer represented by the Engineer is responsible for the design of the permanent Works as reflected in the Contract Documents unless otherwise stated.
- The Contractor is responsible for the design of the temporary Works and their compatibility with the permanent Works
- The Contractor shall supply all details necessary to assist the Engineer in the compilation of the as - built drawings

C3.2.2 Employer's Design

The Employer has designed the permanent works included in this contract. The detail of the works is indicated on the drawings and in the specifications. The Tenderer may submit alternative offers for designs prepared by himself subject to the conditions specified in clause 05 of the Standard Specifications.

C3.2.3 Drawings

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Engineer. The Engineer will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract. The position of pipe

bends, junction boxes, duct ends and all other underground infrastructure shall be given by either co-ordinates or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Engineer's Representative on a regular basis.

All information in possession of the Contractor, required by the Engineer and/or the Engineer's Representative to complete the as-built/record drawings, must be submitted to the Engineer's Representative before a Certificate of Completion will be issued.

The drawings listed below are attached in order to give an overview of the project.

Drawing No	Title

Additional construction drawings will, in terms of Clause 13 of the General Conditions of Contract (2010), be issued to the Contractor by the Engineer/Employer on the commencement date and from time to time as required."

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BID NO:WMM LM 00067**

Upgrading of Surfaced roads sidewalks and stormwater

PART C3.3: PROCUREMENT

C3.3.1 Procurement Policy

Tenders will be evaluated in terms of the Municipalities Supply Chain Management Policy, as adopted by the Municipality. Copies of the policy are obtainable from the offices of the Municipality.

C3.3.2 Restriction of the Utilization of Personnel in the Permanent Employment of the Contractor

The Contractor shall limit the utilization of his permanently employed personnel to that of key personnel only on the Works, as defined below, and shall execute and complete the Works utilizing a temporary workforce employed directly by the Contractor and/or by his sub-contractors, using the assistance of the labour desk that will be established for the project in consultation with the various communities that are established in proximity to the Works or which will be allocated within the development.

Without derogating from the Contractor's obligations to complete the Works within the specified time for completion in terms of clause 42(1) of GCC 2010, the numbers in each category of the Contractor's key personnel, as stated by the Contractor in Section T2 of this document, will be strictly controlled during the contract period and any increase in numbers will be subject to the prior approval of the Employer.

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

The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor, and where he deems the circumstances so warrant, authorize in writing that the Contractor may utilize in the execution of the Works, workers not being his key personnel but who are in his permanent employ.

Without limiting the generality of application of this sub-clause, circumstances' which may be considered by the Engineer to warrant authorization of the use of the Contractor's permanent employees other than key personnel, include:

- (a) The unavailability from local sources of sufficient numbers of temporary workers and/or sub-contractors to execute the Works provided always

that the Contractor has satisfied the Engineer that he has exercised his best endeavors and taken all reasonable actions to recruit sufficient temporary workers and sub-contractors from local sources as contemplated above.

- (b) The unavailability within the temporary worker pool and/or from subcontractor sources available to the Contractor in terms of the Contract, of sufficient skills necessary to execute the Works or specific portions thereof in situations where the completion period allowed in the Contract is insufficient to facilitate the creation of the necessary skills through the provision of suitable training as contemplated in the Contract;
- (a) Any other circumstances which the Engineer may deem as constituting a warrant.

C3.3.3 Provision of Temporary Workforce for the Contract

The Contractor shall employ labour from the local community through the CLO except for approved key staff in the permanent employ of the Contractor, to the ' maximum extent that is compatible with the requirements of clause 21 of the Conditions of Contract.

Although the Contractor shall adhere to the statutory minimum wage rates, he is however at liberty to negotiate additional incentive payments based on performance.

The Occupational Health and Safety Act must be adhered to with reference to the safety of any employee employed by the Contractor.

The successful tenderer shall liaise with the Ward Councillor/Ward Committee whereby the Ward Councillor shall provide to the Contractor the following if necessary:

- a) A Community Liaison Officer (CLO) for liaison with the recipient community for labour recruitment.
 - The CLO shall attend all site and other meetings concerning the project.
 - Only one CLO shall be appointed per project. If the project spans over more than one Ward, the relevant Ward Councilors shall agree on one CLO to be appointed by the Contractor. Should no agreement be found as envisaged, the relevant Project Manager together with the Engineer, will interview prospective appointees and in their discretion appoint such CLO.
- Notwithstanding the above, if the vastness of the project requires the use of more than one CLO, this will be permitted provided that the total monthly sum paid to all CLO's shall not exceed the amount allowed for in paragraph bill of quantities.

- Should the Contractor experience any difficulties with the community, these difficulties shall immediately be brought to the attention of the Municipality/Project Manager who shall arrange a meeting ' with the relevant Ward Councillor(s) and the CLO to resolve such difficulties.

The main Contractor shall ensure that any Sub-Contractor he may appoint shall adhere to these conditions but also subject to the provisos applicable to the duration of such sub-contract.

Should any of the above conditions be less favorable than any Bargaining Council Agreement or Act applicable to the Contractor, the more favorable condition will apply.

A contract of employment or subcontract should be signed between the Contractor and each of his employees or sub-contractors, as the case may be. Likewise contracts of employment must be entered into between each such sub-contractor, and each of the specific subcontractor's employees. Employment and subcontract agreements shall make clear reference to at least the following conditions.

- The minimum agreed wage rate per hour in respect of labourers;
- The agreed pay rate per unit of production where applicable;
- UIF and WCA payments;
- Minimum working hours per day;
- Start and end times of a daily shift;
- Lunch break times;
- Company policy regarding:
- Rain time
- Sickness and absenteeism - Disciplinary matters
- Grievances
- Method and frequency of payment;
- Work clothes and safety equipment to be issued
- Labour Desk

**WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY
BID NO:WMM LM 00067**

Upgrading of Surfaced roads sidewalks and stormwater

PART C3.4: CONSTRUCTION

C3.4.1 Standard Specifications

C3.4.1.1 The Standard specification, are carried out strictly in accordance with SABS 1200 - "Standard Specification for Civil Engineering Construction" as approved by the Council of the South African Bureau of Standards.

C3.4.1.2 For the purpose of this Contract the latest issues of the following Standard Specifications for Civil Engineering Construction, applicable at the date of tender advertisement, shall apply -

SABS 1200

AB	ENGINEER'S OFFICE
C	SITE CLEARANCE
DA	EARTHWORKS (SMALL WORKS)
DB	EARTHWORKS (PIPE TRENCHES)
DM	EARTHWORKS (ROAD, SUB-GRADE)
G	CONCRETE (STRUCTURAL)
GB	CONCRETE (ORDINARY BUILDINGS)
H	STRUCTURAL STEELWORK
HA	STRUCTURAL STEELWORK (SUNDRY
HB	CLADDING AND SHEETING
LB -	BEDDING (PIPES)
M -	ROADS (GENERAL)
ME -	SUBBASE
MF	BASE

C3.4.1.3 The term "project specifications" appearing in any of the SABS 1200 standardized specifications must be replaced with the terms "scope of work".

C3.4.1.4 References from, and variations and additions to the Standard Specifications and Particular Specifications are included in section C3.4.2.

C3.4.2 Variations and Additions to Standard and Particular Specifications

The following variations and additions to the Standard and Particular Specifications will be applicable to this Contract.

The various documents listed in section C3.4.1 shall be treated as mutually explanatory. However, should any requirement of section C3.4.2 conflict with any requirement of the Standardised Specifications or with any requirement of the Particular Specifications, then the requirement of section C3.4.2 shall prevail.

C3.4.3 EPWP labour intensive specification

C3.4.3.1 Labour intensive competencies of supervisory and management staff

Contractors having a CIDB contractor grading designation of 4GB and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards, the skills programme outlined in Table 1,

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1 GB, 2GB, 3GB and 4GB shall have personally completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for, 'the NQF level 2-unit standards or NQF level 4-unit standards.

Table1. Skills programme for supervisory and management staff

Personnel	NQ level	Unit standard titles	Skills programme description
Team leader supervisor	2	Apply Labour Intensive Construction Techniques to Work Activities -	This unit standard completed, and
		Use Labour Intensive Construction Construct and Maintain Roads and Drainage	Any one 'of these standards
		Use Labour Intensive Construction Construct and Maintain Water and	
		Use Labour Intensive Construction Construct, Repair and Maintain	
Foreman/	4	Implement labour Intensive Techniques	This unit standard completed, and
		Use Labour Intensive Construction Construct and Maintain Roads and Drainage	Any one of these 3 standards
		Use Labour Intensive Construction Construct and Maintain Water and	
		Use Labour Intensive Construction	

		Construct. Repair and Maintain	
Site Agent / (i.e. the most senior representative resident on the	5	Manage Labour Intensive	Skills Programme this single unit

C3.4.3.2 Employment of unskilled and semi-skilled workers in labor-intensive Works**C3.4.3.2.1 Requirements for the sourcing and engagement of labour.**

1. Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
2. The rate of pay set for the SPWP is R 55 per task or per day.
3. Tasks established by the contractor must be such that:
 - a) The average worker completes 5 tasks per week in 40 hours or less; and,
 - b) The weakest worker completes 5 tasks per week in 55 hours or less.
4. The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of C3.4.3.2.1.3.
5. The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
 - a) where the head of the household has less than a primary school education;
 - b) that has less than one full time person earning an income;
 - c) where subsistence agriculture is the source of income.
 - d) those who are not in receipt of any social security pension income.
5. The Contractor shall be endeavor to ensure that the expenditure on the employment of temporary workers is in the following proportions;
 - a) 60% women;
 - b) 20% youth who are between the ages of 18 and 25; and
 - c) 2% on persons with disabilities.

C3.4.3.3 Requirements for the sourcing and engagement of labour.

1. Definitions

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

2. Contract Participation goals

- There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labor to be quantified.
- The wages and allowances used to calculate the contract participation goal shall, with respect to both time related and task related workers comprise all wages paid and any training allowance paid in respect of agreed training programmes.

C3.4.3.4 Terms and conditions for the engagement of targeted labour

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

C3.4.3.5 Variation to SANS 1914-5

1. The definition for net amount shall be amended as follows:
Financial value of the contract upon completion, exclusive of any value added tax or sales tax, which the law requires the employer to pay the contractor.
2. The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour
3. The Contractor shall provide all the necessary on-the-job training to the targeted labour to enable such labour to master the basic work techniques required to under take the work in accordance with the requirements of the contract in a manner that does not compromise worker health And safety.
4. The cost of the formal training of targeted labour will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.
5. The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more.

6. The contractor shall do nothing to dissuade targeted labour from participating in training programmes.
7. An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of C3.4.3.6.2 above.
8. Proof of compliance with the requirements of items above must be provided by the Contractor to the Employer prior to submission of the final payment certificate.
- 9.

C3.4.5 PROJECT SPECIFICATION

VARIATIONS AND ADDITIONS TO STANDARD SPECIFICATIONS

SABS 1200 A: GENERAL

PSA 1 QUALITY OF MATERIALS (Sub clause 3.1)

Add the following:

All materials used in this Contract shall be the official SABS mark where applicable.

All materials shall be new and of the best quality available unless otherwise specified.

PSA 2 CONTRACTOR'S OFFICES, STORES AND SERVICES (Clause 4.2)

Add the following to the provisions of Clause 4.2.

- a) The location of the Contractor's offices, stores and services on site shall be subject to approval by the Engineer.
- b) The Contractor's office is to include a facility with furniture suitable for the use during site meetings, accommodating 8 persons.
- c) The Contractor's designated site agent shall be in possession of a cellular' telephone.

No additional payment is made for this service, and shall be deemed to be included in the preliminary and general.

PSA 3 SETTING OUT OF THE WORKS (Clause 5.1.1)

Substitute the first sentence of Clause 5.1.1 with the following. The engineer will provide information for setting out of the works.

Add the following:

Setting out the Works will not be measured and paid for directly, and compensation for the works involved in setting out shall be deemed to be covered by the rates and prices tendered and paid for in the various items of works included under this Contract.

PSA 4 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS (Clause 5.2)

The Contractor shall make adequate provision for the supply of temporary warning signs, barriers drums etc to the satisfaction of the Engineer for the

entire duration - of the contract. Road and traffic signs shall comply with the requirements or the "South African Road Traffic Manual".

PSA 5 LOCATION AND PROTECTION OF EXISTING SERVICES
(Clause 5.4)

Add the following provisions of Clause 5.4, 1

PSA 5.1 Location of existing services

Before underground or excavation work is carried out, the Contractor shall ascertain the presence and position of all services likely to be damaged or interfered with by his activities. He shall obtain up-to-date plans from the Engineer for this purpose, showing the position of services in the area where he intends to work.

As services can often not be reliably located from such plans, the Contractor shall determine the exact position of such services by means of suitable detecting equipment and afterwards by careful hand excavation where necessary in order to expose the services at the positions of possible interference by his activities. This procedure shall also be followed in respect of services not shown on the plans but believed to be present.

All such services, the positions of which have been located at the critical points, shall be designated as "known" services and their positions shall be indicated on a separate set of Drawings, a copy of which shall be furnished to the Engineer.

While he is occupying the Site, the Contractor shall be liable for all damage caused by him to known services as well as for consequential damage, whether caused directly by his operations or by the lack of proper protection.

PSA 6 TOLERANCES

PSA 6.1 General (New subclause 6.4)

No guarantee is given that the full specified tolerance will be available independently of each other, and the Contractor is cautioned that the liberal or full use of any one or more of the tolerances may deprive him of the full or any use of tolerances relating to other aspects of the work.

Except where the contrary is specified or then clearly not applicable all quantities for measurement and payment shall be determined from the "authorised" dimensions. These are specified dimensions or those shown on the Drawings or, if changed, as finally prescribed by the Engineers, without any allowances for the specified tolerances.

Except if otherwise specified, all measurements for determining quantities for payment will be based on the "authorised" dimensions.

If the work is therefore constructed in accordance with the "authorised" dimensions plus or minus the tolerances allowed, quantities will be based on the "authorised dimensions regardless of the actual dimensions to which the work has been constructed.

When the work is not constructed in accordance with the "authorised" dimensions plus or minus the tolerances allowed, the Engineers may nevertheless, at his sole discretion, accept the work for payment. In such cases no payment shall be made for quantities of work or material in excess of those calculated for the "authorised" dimensions, and where the

actual dimensions are less than the "authorised" dimensions minus the tolerance allowed quantities for payment shall be based on the actual dimensions as constructed.

PSA 7 MEASUREMENT AND PAYMENT

PSA 7.1 Contractual Requirements (sub clause 8.3.1)

Add to sub-clause 8.3.1:

"In addition, the sum tendered shall cover all initial costs incurred in complying with the requirements of the Special Conditions of Contract.

PSA 7.2 Contractual Requirements (sub clause 8.4.1)

The Contractor shall tender a lump sum in the Schedule of Quantities to cover his time-related establishment costs. The amount tendered and paid shall be full compensation to the Contractor for:

- (i) The maintenance of his whole organisation as established for this Contract.
- (ii) The maintenance of all insurances, indemnities and guarantees required in terms of the Conditions of Contract or Tender where applicable.
- (iii) Compliance with all general conditions and requirements, which are not specifically, measured elsewhere for payment in these Contract Documents.

The Contractor shall tender a lump sum for the abovementioned items.

Payment of the lump sum shall be made monthly in compliance with the method laid down in Sub-clause 8.2.2 of SASS 1200:A.

The Contractor will not be paid Time-Related Preliminary and General charges for any Special Non-Working Days, as stipulated in the Appendix, which shall be deemed to have been allowed for in his rates.

PSA 7.3 Adjusted Payment for Time-Related Items

The payment to the Contractor for Time-Related Items shall be adjusted in accordance with the following formula in the event of the Contract being extended by means of a variation order:

Sum of Tendered amounts for Time Related Items x Extension of Time authorised by variation order / Tender contract period

*For the purposes of applying this formula "Extension of Time" will exclude the Contractor's December/January closedown period, if applicable.

The abovementioned adjustment of the payment for Time-Related Items shall be made in the Completion Payment Certificate and shall be the only payment for additional Time-Related costs irrespective of the actual period required to complete the Contract including its authorised extensions.

In the case of fixed price contracts, the amount by which the Time-Related items are adjusted shall not be subject to the Contract Price Adjustment formula.

In the case of contracts subject to Contract Price Adjustment the amount by which the time-related items are adjusted shall be subject to the Contract Price Adjustment formula.

PSA 7.4 Compliance with OHS Act and Regulations

(Including The Construction Regulations 2003) unit: sum

The tendered sum shall include full compensation to the Contractor for compliance with all the requirements of the OHS Act and Regulations

(including the Construction Regulations 2003) at all times for the full duration of the Contract.

This sum will be paid to the contractor in equal monthly amounts subject to proper/substantial compliance

SABS 1200 AB: ENGINEER'S OFFICE

PSAB 1 NAMEBOARDS (Clause 3.1)

Substitute the first paragraph of Clause 3.1 with the following:

The Contractor must supply and erect one name board at an approved site, and shall comply as regards site, painting and details of the MIG standard name board.

PSAB 2 SURVEY ASSISTANTS (Clause 5.5)

Substitute "two or more suitable educated survey labourers" in this paragraph with "one semi-skilled labourer".

The Engineer's Representative will occasionally need the assistance of a survey labourer to help with testing, survey, etc., envisaged at approximately 4 hours (non-consecutive) per week

PSAB 3 SURVEY EQUIPMENT

The Contractor shall provide the following tested and approved survey equipment on site for the duration of the contract and for the use of the Engineer whenever needed.

- a) One automatic level plus tripod,
- b) One level staff, all graduated metrically and
- c) One 5m and one 25m-tape measure.

The above-mentioned equipment may, by arrangement be shared between the Contractor and the Engineer's Representative. The Contractor shall keep the equipment insured against any loss; damage or breakage and he shall indemnify the Engineer and the Employer against any claims in this regard.

PSAB 4 MEASUREMENT AND PAYMENT

PSAB 4.1 Survey Assistant (New Clause)

Payment for the survey assistant shall be at the tendered day work rates for the hours worked in assisting the Engineer's Representative. No payment shall be made for the survey equipment all costs shall be deemed to be covered by the rates tendered for the Contractor's facilities. No payment shall be made for the survey equipment or survey assistant and all costs shall be deemed to be covered by the rates tendered for the Contractor's facilities.

SABS 1200 C: SITE CLEARANCE

PSC 1 SCOPE (Clause 1.1)

Add the following:

"The specification also covers the removal of unreinforced and reinforced concrete, existing pipe culverts and existing roadway and layerworks, (at tie-ins and road widening), and saw cutting of existing road surfacing."

PSC 2 MATERIALS

Disposal of Material (Subclause 3.1)

Delete the first two sentences of this clause and replace with:

"Debris arising from clearing operations or from the demolition of existing structures that are not suitable for re-use in the works or for landscaping in areas designated by the Engineer, shall be removed by the Contractor and disposed of at the approved tip site. Transport of such material shall not be paid separately, but shall be included in the relevant items for clearing.

The rates tendered shall allow for any fees to be paid at the tip site."

PSC 3 MEASUREMENT AND PAYMENT

PSC3.1 Clear And Grub (sub - clause 8.2.1)

The location of disposal or dumping sites shall be the Contractor's responsibility and no overhaul shall be payable to the Contractor for loading, temporary and dumping of material thus cleared under this scheduled item.

Unit of measurement for "clear and grub", for road works shall be the square metre, and clearing for sewer and storm-water routes shall be metre.

PSC3.2 Take Down Existing Fences And Re-Erect On Completion

(Sub clause 8.2.5) unit: m

The tendered rate shall cover the cost of taking down the precast fences, of palisade type and stacking all materials on site and the cost of loading, transporting and offloading such material and the re-erection of the fences after completion of the works.

PSC3.3 Removal Of Brickwork, Reinforced And Unreinforced Concrete (New Clause) unit: m³

Separate items are scheduled. Measurement shall be net in place before removal. The rates shall cover the cost of complete demolition, all

necessary excavation and associated works and disposal as per PSC 3.1.

PSC 3.4 Dismantle and Remove pipelines and manholes not encased in concrete New Clause)

The work involves the removal and disposal of the abandoned existing sewer and stormwater lines. Separate items have been scheduled for demolition for:

- (a) Excavate, backfill and compacting in all materials

unit:m³

- (b) Uplifting and disposing of pipes and fittings

- (i) 110 and 160 diameter PVC pipes

unit: m

- (ii) 300 to 450 diameter concrete pipes

unit: m

Payment for removal of manholes shall be paid under demolishing of brickwork and or reinforced/unreinforced concrete.

The tendered rates for items (a), and (b), above shall cover as applicable, the costs of upliftment, or demolishing, all necessary excavations, backfilling, compacting and all other costs associated with the works.

PSC 3.5 Removal of Existing Pipe Culverts (New Clause)

Separate items have been scheduled for demolition of existing headwalls to spoil and removal of pipe culverts, if deemed necessary by the Engineer, to stockpile. The tendered rates shall cover the cost associated with the removal to stockpile of existing pipe culverts and demolition of the existing stone masonry headwalls.

SABS 1200 DA: EARTHWORKS (SMALL WORKS)

SDA 1 CLASSIFICATION FOR EXCAVATION PURPOSES (Clause 3.1)

Delete Sub-Clause 3.1.1 and 3.1.2 and replace with the following:

SDA 1.1 Method of Classifying

The Contractor may use any method he chooses to excavate any class of material but his chosen method of excavation shall not determine the classification of the excavation. The Engineer or his Representative will decide on the classification of materials. In the first instance classification will be based on inspection of the material to be excavated and on the criteria given in PSD 3.1.2(a) and (c).

ISDA 1.2 Classes of Excavation

All materials encountered in any excavation for any purpose including restricted excavation will be classified as follows:

(a) Soft Excavation

Any material, which can be removed by bulldozers or backhoes, shall be classified as soft excavation.

Soft excavation shall be material not falling into the category of hard rock excavation.

(c) Hard rock excavation

Hard rock excavation shall be excavation in material (including undecomposed boulders exceeding 0.17 cubic metre in individual volume) that cannot be efficiently removed without blasting, wedging and splitting, or hydraulic hammers.

This classification includes materials such as:

- solid unfractured rock occurring in bulk
- solid ledges thicker than 200mm
- igneous rock intrusions
- cemented sedimentary rocks.

PSDA2 CONSTRUCTION

PSDA2.1 Conservation Of Topsoil (5.2.1.2)

Add the following to Subclause 5.2.1.2:

"Topsoil shall not be stockpiled higher than 2,0m. Care shall be exercised to prevent the compaction of topsoil in any way especially by vehicles travelling over such material."

PSDA 3 MEASUREMENT AND PAYMENT

PSDA 3.1 Working of borrow pits (new item)

a) Removal of topsoil to stockpile

unit:m³

The unit of measurement shall be the cubic metre of topsoil, removed. The tendered rate must include for all plant, labour and all other incidentals necessary to undertake the work, including fees payable for dumping to a municipal refuse site.

b) Excess overburden

The unit of measurement shall be the cubic metre of excess overturn measured in place after topsoil stripping.

c) Finishing of borrow area in

i) Hard rock material unit: m²

ii) Soft material unit: m²

The unit of measurement for finishing of borrow area shall be the square metre measure in accordance with the finally excavated area of the borrow pit, before it is finished off

The tendered rate shall include full compensation for finishing off the borrow pits as specified in 5.2.2.2

SABS 1200 EARTHWORKS (PIPE TRENCHES)

SADB 1 CLASSES OF EXCAVATION (Clause 3.1)

The excavation of material, for the purposes of measurement and payment shall be classified as specified in PSDA 1.

SABS 1200 G: CONCRETE (STRUCTURAL)

PSG 1 MATERIALS

PSG 1.1 Applicable Specifications (3.2.1)

Add the following:

All cement types shall comply with the requirements of SABS ENV 197-1
For this contract only OPC CEM I, Class 42.5, cement shall be used.

PSG 1.2 CEMENT (3.2.1 and 3.2.2)

The grade of concrete shall be as specified on the drawings or schedule of quantities. Cement shall not be kept in storage for longer than four weeks and shall be used in the order in which it has been stored.

PSG2 PLANT

PSG 2.1 Ties (4.5.3)

Add the following:

Permanent metal ties shall have a minimum concrete cover of 40mm after formwork has been removed.

Tie holes shall be filled with "Durabed " grout supplied by ABE or similar approved. The product shall be prepared to a non-slump consistency, but where no cracking occurs when pressed into a firm ball. Trial mixes shall be made to arrive at the required working consistency.

PSG 3 CONSTRUCTION

PSG 3.1 Fixing (5.1.2)

The welding and the use of heat in cutting high tensile deformed bars (Y bars) shall not be permitted without the approval of the Engineer.

PSG 3.2 Cover (5.1.3)

The reinforcement shall be fixed with the minimum cover as specified on the drawings.

In the case of walls, columns, roof slabs, the minimum specified cover should be attained by one of the following methods, or as approved by the Engineer.

- (1) by using "cover block" manufactured from dense, strong cement/sand formed in a block with wire ties, cured under water for a minimum period of 7 days.
- (2) by the use of plastic spacers, set in an orientation so that no pockets of air can be trapped beneath them during vibration of the concrete.

1SG 4 FORMWORK

PSG 4.1 Design Of Forms

- (i) Forms shall conform accurately to the shape, lines, levels and dimensions of the concrete as shown on the drawings.
- (ii) The design of formwork and supports shall be the responsibility of the Contractor.
- (iii) Forms shall be designed as to support their mass, the load exerted by wet concrete and the vibration, construction or other loads that they may be subjected.
- (iv) All timber shall be free from holes, loose knots, cracks, splits, warps or other defects likely to affect the strength or appearance of the finished structures.
- (v) Wedges and clamps shall be used in preference to nails for securing the form components and wire ties or tie bolts in reinforced concrete, and must be capable of removal after use, except as otherwise specified.

PSG 4.2 Classification of Finishes (5.2.1)

Notwithstanding Sub-clause 5.2.1, finishes shall be classified as rough or smooth, as follows:

(a) Rough

Concealed surfaces and surfaces more than 200mm below final ground level

(b) Smooth

All surfaces not classified as "rough" in paragraph (a) shall be classified as "smooth". All exposed areas, unless other indicated, shall be chamfered 20mm x 20mm by means of a fillet fixed to the formwork.

PSG4.3 Removal of Formwork (5.2.5)

Add the following:

Removal of forms shall be determined by means of cubes cast with the concrete and cured in accordance with S.A.B.S. 863. The removal shall be carried out under the personal supervision of the Foreman, only after

the permission of the Engineer has been obtained and in such a manner that the concrete is not jarred, vibrated or otherwise damaged.

Where test cubes to determine stripping times are not made, the minimum periods which shall elapse between the time of the placing of the concrete and the time of removal of the forms, shall otherwise agreed with the Engineer, be in accordance with the table hereunder, where each day covers a full 24 hour period.

Delete Table 2 and replace with the following:

Minimum stripping Times in Days

	CEM I	CEM I	CEM II	CEM II	CEM III	CEM III
Type of structural Member of Formwork	Normal Weather (Above 15°C)*	Cold weather (Below 5°C)*	Normal Weather (Above 15°C)*	Cold weather (Below 5°C)*	Normal Weather (Above 15°C)*	Cold weather (Below 5°C)*
Beam sides, wall or unloaded cols	1	2	2	4	2	6
Slabs, with props left underneath	4	7	5	8	6	10
Beam soffits. Props left underneath	7	12	8	14	10	17
Removal of Slab Props	10	17	10	17	12	21
Removal of beam Props	14	21	14	21	18	28

* Average daily temperature of the atmosphere adjacent to the concrete as measured by a maximum and minimum thermometer.

PSG 5 CONCRETE

PSG 5.1 General (5.5.1.1)

Concrete shall comply with the requirements for strength concrete. (See clause 5.5.1.7)

The maximum cement content for all grades of concrete shall not exceed 450kg per M³ without the permission of the Engineer

PSG 5.2 Sample and Trial Concrete mixes

The concrete mixes for the grade of strength shall be designed by an approved design laboratory. The Contractor at his own cost shall supply to the laboratory samples of the cement and aggregate he proposes to use for the works. The proposed slumps and proportions of the materials to be used for each grade of concrete shall be submitted to the Engineer for his approval.

No structural concrete shall be placed on the job until the Contractor has satisfied the Engineer as to the suitability of the mixes concerned.

SABS 1200 LB BEDDING (PIPES)

SABS 1 SCOPE (Clause 1.1)

This section includes bedding for water pipelines.

SABS 2 BEDDING MATERIALS (Clause 3,4.1)

PSLB 2.1 Source of material

It is anticipated that selected fill material will be available from trench excavations.

PSLB 2.2 Selective excavation for bedding materials

Notwithstanding the requirements of Clause 3.7 of SABS 1200 DB and Clause 3.4.1 of SABS 1200 LB regarding the use of selective methods of excavation, selective method of excavation and plant shall be adopted by the Contractor as to enable him to avoid burring or contaminating material that is suitable and is required for bedding. The details contained in SABS 1200 LB shall be used for all relevant bedding details as applicable.

PSLB 3 CRUSHED STONE BEDDING (New clause)

Where the conditions on the trench bottom are so wet that the use of selected granular material is not practical, use will be made of 13.2 or 19mm single sized crushed stone material from commercial sources. The use of such stone will be entirely at the Engineer's discretion.

PSLB 4 FREEHAUL (Clause 8.1.6)

All material for bedding cradle and selected fill obtained from excavations on site shall be regarded as free haul. No overhaul will be payable for obtaining bedding material from within the site

REFERENCES TO THE PROJECT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS - SPECIFICATION IN TERMS OF THE CONSTRUCTION REGULATIONS 4 (1) (a) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993

1. BACKGROUND

In terms of the Construction Regulation 4 (1) (a) of the Occupational Health and Safety Act, No. 85 of 1993, the Client is required to compile a Health & Safety Specification for the intended project and provide such specification to any prospective tenderer.

The Client's further duties are as 4(1) to 4(6) in The Construction Regulations, July 2003.

2. SCOPE

Development of a Health & Safety Specification that addresses all aspects of occupational health and safety as affected by the Construction of Matatiele Fresh Produce Market

3. OH&S MANAGEMENT

3.1 Structure and Organization of OH&S Responsibilities

3.1.1. Overall Supervision and Responsibility for OH&S

- The Client is to ensure that the Principal Contractor, appointed in terms of Construction Regulation 4(1)(c), implements and maintains the agreed and approved OH&S Plan.
- The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act is to ensure that the Employer (as defined in the Act) complies with the Act. Annexure Z - "Legal Compliance Audit" may be used for this purpose.
- Any OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her respective appointment forms.
- The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 6.

3.1.2. Further (Specific) Supervision Responsibilities for OH&S Appointments required by the Act and Regulations:

- OH&S Representatives (Sections 17/18 of the Act)
- OH&S Committees (Sections 19/20 of the Act)
- Risk Assessor (Construction Regulation. 7(1))

- Accident/Incident Investigations Co-ordinator (General Administrative Regulation 9 (2))
- Form/Support work Supervisor (Construction Regulation 10(a))
- Batch Plant Supervisor (Construction Regulation 18(1))
- Stacking & Storage Supervisor (Construction Regulation 26(a))
- Fire Equipment Inspector (Construction Regulation 27(h))
- Electrical Installations, Machinery & Appliances Inspector (Construction Regulation 22)
- Excavations Supervisor (Construction Regulation 11(1))
- Demolition Supervisor (Construction Regulation 12(1))
- OH&S Officer (where necessary) (Construction Regulation 6(6))
- Person Responsible for Machinery (General Machinery Regulation 2)
- Emergency, Security and Fire Co-ordinator (Construction Regulation 27(h) & Environmental Regulation 9)
- Fire Equipment Inspector (Construction Regulation 27(h) Environmental Regulation 9)
- First Aider (General Safety Regulation 3(2))
- Hazardous Chemical Substances Supervisor (HCS Regulations)
- Ladders Inspector (General Safety Regulation 13A)
- Lifting Equipment Inspector (Construction Regulation 20)
- Operators & Drivers of Construction Plant & Vehicles (Construction Regulation 21(i))
- Structures Supervisor (Construction Regulation 9)
- Users Operators of Construction Equipment (Construction Regulation 21(i))
- Welding Supervisor (General Safety Regulation 9)

3.2. Communication and Liaison

- OH&S liaison between the Client, the Principal Contractor, the other Contractors, the Consulting Engineer and other concerned parties will be through the OH&S Committee as in 3.10.

- In addition to the above, communication may be directed to the Client or his appointed Agent, verbally or in writing, as and when the need arises.
- Consultation with the workforce on OH&S matters will be through their Supervisors, OH&S Representatives, the OH&S Committee and their elected 'Trade Union Representatives, if any.
- The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and the Consulting Engineer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

3.3. OH&S File

The Principal Contractor must, in terms of Construction Regulation 5 (7), keep a health and safety file on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. The following documents must be kept in the OH&S file:

- Notification of Construction Work (Construction Regulation 3.)
- Copy of OH&S Act (updated) (General Administrative Regulation 4.)
- Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g))
- Copy of health and safety plan (construction regulation 5 (1))
- OH&S Programme agreed with Client including the underpinning Risk Assessment and Method Statements (Construction regulation 5 (1))
- Designs/drawings (Construction Regulation 5 (8))
- A list of Contractors (Subcontractors) including copies of the agreements between the parties and the type of work being done by each contractor (Construction Regulation 9)
- Appointment / Designation forms as per 3.1.1. And 3.1.2. above.

Registers as follows:

- Accident/incident Register (Annexure 1 of the General Administrative Regulations)
- OH&S Representatives Inspection Register
- Form/Support Work Inspection
- Excavations Inspection
- Lifting Equipment
- Demolition Inspections
- Designer's Inspection of Structures Record
- Batch Plant Inspections
- Arc & Gas Welding & Flame Cutting Equipment Inspections
- Construction Vehicles & Mobile Plant Inspections
- Electrical Installation and Machinery Inspections
- Fire Equipment Inspection & Maintenance
- First Aid
- Hazardous Chemical Substances
- Lifting Tackle and Equipment Inspections
- Inspection of Cranes
- Inspection of Ladders
- Inspection of Vessels under Pressure
- Machinery Inspections
- Drivers/Operators of Mobile Plant/Construction Vehicles Daily Inspections

The Principal Contractor will be required to submit the abovementioned registers monthly to the chairperson of the OH&S Committee for endorsement.

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

3.4. OH&S Goals and Objectives and Arrangements for Monitoring and Review of OH&S Performance

The Principal Contractor is required to maintain a Compensation Incidence Frequency Rate (CIFR) of at least 8 (Refer Annexure 3 - "Measuring Injury Experience") and to report on this to the Client on a monthly basis.

3.5. Identification of Hazards and Development of Risk Assessments, Standard Working Procedures (SWP) and Method Statements

The Principal Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project (Refer to Section 4. below "Project/Site Specific Requirements")

3.6. Arrangements for Monitoring and Review

3.6.1. Monthly Audit by Client

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

3.6.2. Other Audits and Inspections by Client

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

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

3.6.3 Reports

The Principal Contractor is required to provide the Client with a monthly report in the format as per the attached Annexure 4: "SHE Risk Management Report"

The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he/she:

- dies
- becomes unconscious

- loses a limb or part of a limb
- is injured or becomes ill to such a degree that he/she is likely either to die, or to suffer a permanent physical defect, or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

- a major incident occurred
- the health or safety of any person was endangered -
- where a dangerous substance was spilled
- the uncontrolled release of any substance under pressure took place
- machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- machinery ran out of control

to the Provincial Director of the Department of Labour within seven days. (Section 24 of the General Administrative Regulation 8). The Principal Contractor is required to provide the Client with copies of all statutory reports required in terms of the Act.

The Principal Contractor is required to provide the Client with copies of all internal and external accident/incident investigation reports including the reports contemplated in 3.9. below.

3.6.3 Review

The Principal Contractor is to review the Hazard Identification, Risk Assessments and SWP's at each two weekly site inspection/meeting as the construction work develops and progresses and each time that changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client, other Contractors and all other concerned parties with copies of any changes, alterations or amendments.

3.7 **Site Rules and Other Restrictions**

3.7.1. Site OH&S Rules

The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the OH&S aspects of the construction.

3.7.2. Security and Emergency Arrangements

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period.

Access control must include the rule that non-employees will not be allowed on site unaccompanied.

The Principal Contractor must develop a set of security rules and procedures and maintain these throughout the construction period.

The Principal Contractor must appoint a competent Emergency Controller who must develop emergency contingency plans for any emergency that may arise on site as indicated by the risk assessments. These must include a monthly practice/testing programme for the plans e.g. January: trench collapse, February: flooding etc. and practiced/tested- with all persons on site at the time, participating.

3.8. Training

The contents and syllabi of all training required by the Act and Regulations must be included in the Principal Contractor's OH&S Plan.

3.8.1. General Induction Training

All employees of the Principal and other Contractors to be in possession of proof of General Induction Training.

3.8.2. Site Specific Induction Training

All employees of the Principal and other Contractors to be in possession of Site Specific OH&S Induction Training.

3.8.3. Other Training

All operators, drivers and users of construction vehicles, mobile plant and other equipment to be in possession of valid proof of training.

All employees in jobs requiring training in terms of the Act and Regulations to be in possession of valid proof of training.

OH&S Training Requirements: (as required by the Construction Regulations and as indicated by the OH&S Specification and the Risk Assessment/s):

- General Induction (Section 8 of the Act)

- Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- Site/Project Manager
- Construction Supervisor
- OH&S Representatives (Section 18 (3) of the Act)
- Training of the Appointees indicated in 3.1.1. & 3.1.2. above
- Operation of Cranes (Driven Machinery Regulations 18 (11))
- Operators and Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)
- Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction regulation 27)
- Basic First Aid (General Safety Regulations 3)
- Storekeeping Methods & Safe Stacking (Construction Regulation 26)
- Emergency, Security and Fire Co-ordinator

3.9. Accident and Incident Investigation

The Principal Contractor is responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she had to be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9).

The results of the investigation to be entered into the Accident/Incident Register. (General Administrative Regulation 9).

The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

3.10 OH&S Representatives and Committees

3.10.1. Designation of OH&S Representatives

Where the Principal Contractor employs more than 20 persons (including the employees of other contractors (sub-contractors) he has to appoint one OH&S Representative for every 50 employees or part thereof. General Administrative Regulation 6 requires that the appointment or election and

subsequent designation of the OH&S Representative be executed in consultation with Employee Representatives or Employees. (Section 17 of the Act and General Administrative Regulation 6 & 7).

OH&S Representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

3.10.2. Duties and Functions of the OH&S Representatives

The Principal Contractor must ensure that the designated OH&S Representatives conduct a minimum monthly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor.

OH&S representatives must be included in accident/incident investigations.

OH&S representatives must attend all OH&S committee meetings.

3.10.3. Appointment of OH&S Committee

The Principal Contractor must establish an OH&S Committee consisting of all the designated OH&S Representatives together with a number of management representatives (this number is not to exceed the number of OH&S representatives on the committee) and a representative of the Client who shall act as the chairperson without a vote. The members of the OH&S committee must be appointed in writing.

The OH&S Committee must meet minimum monthly and consider, at least, the following Agenda:

- Opening and welcome
- Present/Apologies/Absent
- Minutes of previous meeting -
- Matters arising from the previous minutes
- OH&S Representatives Reports
- Incident Reports & Investigations
- Incident /Injury statistics
- Other matters
- Endorsement of Registers and the statutory documents by a representative of the Principal Contractor

- Close/Next Meeting

4. PROJECT / SITE SPECIFIC REQUIREMENTS

The following is a list of specific activities and considerations that have 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:

- Clearing & Grubbing of the Area/Site
- Site Establishment including:
 - Office/s
 - Secure/safe storage for materials, plant & equipment – Ablutions
 - Sheltered eating area
 - Maintenance workshop
 - Vehicle access to the site
- Dealing with existing structures (NB: the existing pipeline is also a structure)
- Location of existing services:
- Installation and maintenance of temporary construction electrical supply, lighting and equipment
- Adjacent land uses/surrounding property exposures
- Boundary and access control/Public Liability Exposures (NB: the Employer is also responsible for the OH&S of non-employees affected by his/her work activities)
- Health risk 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
- Dealing with HIV/Aids and other diseases
- Use of Portable Electrical Equipment including

- Angle grinder
- Electrical drilling machine
- Skill saw
-
- **Excavations including**
 - Ground/soil conditions
 - Trenching
 - Shoring
 - Drainage of trench
- **Welding including**
 - Arc welding
 - Gas welding
 - Flame cutting
 - Use of LP gas torches and appliances
- Loading & offloading of trucks
- Aggregate/sand and other materials delivery
- Manual and mechanical handling
- Lifting and lowering operations
- Driving & operation of construction vehicles and mobile plant including
 - Trenching machine
 - Excavator
 - Bomag roller
 - Plate compactor
 - Front end loader
 - Mobile cranes and the ancillary lifting tackle
 - Parking of vehicles & mobile plant
 - Towing of vehicles & mobile plant
- Use and storage of flammable liquids and other hazardous substances
- Layering and bedding of trench floor
- Installation of pipes in trench Pressure
- Testing of pipeline Installing heat shrink joint sleeves
- Backfilling of trench
- Protection against flooding
- Gabion work
- Use of explosives
- Protection from overhead power lines

- As discovered by the Principal Contractor's hazard identification exercise
- As discovered from any inspections and audits conducted by the Client or by the Principal Contractor or any other Contractor on site
- As discovered from any accident/incident investigation.

Annexure 1: Construction Occupational Health - Safety - Environment Audit System

Annexure 2: Guidelines for the development of a Health and Safety Plan

Annexure 3: Guide to Risk Assessment

**WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY
BID NO:**

Upgrading of Surfaced roads sidewalks and stormwater

C4: SITE INFORMATION

C4.1 Nature of Ground

No Test Pit is available

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

C4.2 Spoil Material

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

C4.3 Finishing off the Site

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

C4.4 Existing Services

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

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

C4.5 Proving of Underground Services

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

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

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

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

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

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

C4.6 Drawings

See attached drawings.