



**MUNICIPAL NOTICE No.: 178 of 2022  
TENDER NO: 8/2/RNM0392**

**CONSTRUCTION OF MAZUBANE/DIKWE PEDESTRIAN BRIDGE IN WARD 20  
CIDB CLASSIFICATION 4CE OR HIGHER**

Name of Tenderer: .....

This tender closes at 12h00 on 15 November 2022 at the offices of the Ray Nkonyeni Municipality located at 10 Connor Street, Port Shepstone

**NO LATE SUBMISSIONS WILL BE CONSIDERED**

**BID AMOUNT R** \_\_\_\_\_

**Issued by:**

**RAY NKONYENI MUNICIPALITY**

No.10 Conner Street  
Marburg  
Port Shepstone  
4240

Tel: 039 688 2000

Fax: 039 682 0327

Email: [bonisile.ngcobo@rnm.gov.za](mailto:bonisile.ngcobo@rnm.gov.za)

**Prepared By:**

**SPK ENGINEERS (PTY) LTD**

21 Via Verbena Street  
Veld and Vlei  
Richards Bay  
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Fax: 035 789 4970

Email: [samuelm@spkengineers.co.za](mailto:samuelm@spkengineers.co.za)

## PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE RAY NKONYENI MUNICIPALITY					
BID NUMBER:	8/2/RNM0392	CLOSING DATE:	15 November 2022	CLOSING TIME:	12H00
DESCRIPTION	CONSTRUCTION OF MAZUBANE/DIKWE PEDESTRIAN BRIDGE IN WARD 20				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
10 Connor Street					
Port Shepstone					
4240					
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:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes  <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER PART B:3 ]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SUPPLYCHAIN MANAGEMENT		CONTACT PERSON	TECHNICAL SERVICES	
CONTACT PERSON	BONGANI MFENQA		TELEPHONE NUMBER	BONISILE NGCOBO	
TELEPHONE NUMBER	039 312 8304		FACSIMILE NUMBER	039 688 2156	
E-MAIL ADDRESS	<a href="mailto:bongani.mfenqa@rnm.gov.za">bongani.mfenqa@rnm.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:bonisile.ngcobo@rnm.gov.za">bonisile.ngcobo@rnm.gov.za</a>	

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>										
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>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.</p>										
<b>2. TAX COMPLIANCE REQUIREMENTS</b>										
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>										
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p><b>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.</b></p>	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
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3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO									

**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:.....

RAY NKONYENI MUNICIPALITY

NOTICE NO: 178 of 2022

TENDER NO: 8/2/RNM0392

<b>GENERAL TENDER INFORMATION</b>
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<b>TENDER ADVERTISED</b>	:	Thursday, 13 October 2022
<b>ESTIMATED CIDB CONTRACTOR GRADING</b>	:	4CE/ Higher
<b>CLARIFICATION MEETING</b>	:	09H00, Tuesday 25 October 2022 (Non- Compulsory)
<b>VENUE FOR CLARIFICATION MEETING</b>	:	VIRTUAL CLARIFICATION MEETING
<b>CLOSING DATE</b>	:	Tuesday, 15 November 2022
<b>CLOSING TIME</b>	:	12H00
<b>CLOSING VENUE</b>	:	Bid Box at Municipal Offices at 10 Connor Street, Port Shepstone
<b>INSTRUCTIONS</b>	:	Fully completed Bid Documents, with two (2) copies of the original document in a sealed envelope clearly marked "Bid name and Bid number" containing the Tender Documents (completed in all respects including C.1.1 Form of Offer) plus any additional supporting documentation, must be deposited into the bid box.

Tender  
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RAY NKONYENI MUNICIPALITY

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RAY NKONYENI MUNICIPALITY

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## T1.1 TENDER NOTICE AND INVITATION TO TENDER

Bids are hereby invited to tender for the **Construction Of Mazubane/Dikwe Pedestrian Bridge In Ward 20** within Ray Nkonyeni Municipality as specified in the under-mentioned bid document. Tenderers who are registered with the Construction Industry Development Board (CIDB) with a classification grading of **4CE or higher**, are eligible to submit a tender and will be considered for award.

Bid documents can be downloaded for free from the e-tenders portal <https://www.etenders.gov.za/> or downloaded from Ray Nkonyeni Municipality website <http://www.rnm.gov.za/>, as from **Friday 14 October 2022**.

**A non-compulsory virtual clarification meeting will be held by the Department of Technical Services on Tuesday 25 October 2022 at 09h00. Bidders willing to participate in the meeting must send their email addresses to Bonisile Ngcobo at [Bonisile.Ngcobo@rnm.gov.za](mailto:Bonisile.Ngcobo@rnm.gov.za) or Bridget Turrel at [Bridget.Turrel@rnm.gov.za](mailto:Bridget.Turrel@rnm.gov.za) no later than Friday 21 October 2022.**

Fully completed Bid documents, with two (2) copies of the original document in a sealed envelope, must be clearly marked with the relevant Bid Number as follows: - **Tender No: 8/2/RNM0392 – Construction Of Mazubane/Dikwe Pedestrian Bridge In Ward 20.**

The completed Bids (**Original and 2 copies**) must be deposited in the bid box, situated in the foyer of the Municipal Offices at 10 Connor Street, Port Shepstone, no later than **Tuesday 15 November 2022 at 12h00**. After closure, the tender will be opened in public.

### Stage 1: Pre-qualifying criteria

#### LOCAL CONTENT

- Bidder will be disqualified if the Declaration Certificate and Annex C (Local Content Declaration Summary Schedule) are not submitted as part of the Bid.

Description of services, works or goods	Stipulated minimum threshold
Reinforcement Steel Bars	100%
Structural Steel works	100%
Gabions	100%
Cement	100%

For the stipulated minimum threshold for local production and content, refer to MBD 6.2.

### Stage 2 : Functionality

The Functionality will comprise of the following based on the criteria indicated in the respective tender returnable: Attach all supporting documentation for the following table.

Criterion	Possible Full Points
Experience of the Bidder	30
Qualifications and experience of Site Agent	25
Experience of Foreman	25
Construction Methodology	20
<b>Total Possible Points</b>	<b>100</b>

Bidders must score a minimum of 60% to pass functionality evaluation.

**Stage 3: Financial Offer and Preference**

The evaluation will be 80/20 Preference Point System for Financial Offer and Preference. The Preferential Procurement Policy Framework Act, 2000, (PPPFA) (Act No.5 of 2000) applies to this tender.

BBBEE Status Level Contributor	Number of Points (80/20 Principle)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant Contributor	0

Technical enquiries may be addressed to Mr. RS Makubo of SPK Engineers (Pty) Ltd by no later than three days before tender closure on Telephone.: 035 789 7161 and Email Address:[samuelm@spkengineers.co.za](mailto:samuelm@spkengineers.co.za) Procurement enquiries may be addressed to Bongani Mfenqa of Ray Nkonyeni Municipality by no later than three days before tender closure on Tel No.: 039 312 8304 or Email: [bongani.mfenqa@nm.gov.za](mailto:bongani.mfenqa@nm.gov.za)

**NOTE TO BIDDERS ON BID CONDITIONS:**

- The Supply Chain Management Policy of Ray Nkonyeni Municipality will apply. The Council reserves the right not to accept the lowest bid or any bid and reserves the right to accept the whole or part of the bid, or to reject all bids and cancel the notice to tender.
- Bids that are submitted late, incomplete, unsigned or by facsimile, electronically or not completed in black ink will be rejected and not accepted for further evaluation.
- Members or Directors of Companies or Service Providers who are state employees are not allowed to bid or quote.
- The bidder who will be awarded the contract may be expected sub-contract a portion of works to the local Small, Medium and Micro-sized Enterprises (SMMEs) in accordance with approved Ray Nkonyeni SCM Policy
- Unsuccessful bidders will be informed of the tender outcome through Municipal website. Aggrieved unsuccessful bidders will be allowed to lodge, within fourteen (14) days of the decision or action, a written objection or complaint to the Office of the Municipal Manager through email, [mm@nm.gov.za](mailto:mm@nm.gov.za) or fax number 086 529 7195. Complaints or objections received after fourteen (14) days of the date of the notice **will not** be entertained.
- Bidders must be registered on Central Supply Database ( CSD) and the CSD number must be provided.
- “Your attention is specifically drawn to the provisions of Regulation 14 of the PPPFA Regulations of 2017 which Ray Nkonyeni Municipality will use as it remedy should the need arise”.
- Bids submitted are to be valid for a period of **240 days**.

**NB: FAILURE TO SUBMIT TWO (2) COPIES WILL RESULT IN DISQUALIFICATION.**

Ray Nkonyeni Municipality  
Mr KJ Zulu – Acting Municipal Manager  
P O Box 5  
Port Shepstone  
4240

RAY NKONYENI MUNICIPALITY

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## T1.2 TENDER DATA

### T1.2.1 Standard Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in of Board Notice 136 of 2016 in Government Gazette No 38960 of 10 July 2016, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see [www.cidb.org.za](http://www.cidb.org.za)). Annexure F and Table G1 of that notice are reproduced without amendment or alteration for the convenience of tenderers in the following pages:

### Standard Conditions of Tender

- Note:
- 1 These Standard Conditions of Tender are identical to that contained in Annex F of SANS 294: 2004, Construction Procurement Processes, Procedures and Methods.
  - 2 Annex E of SANS 294, Construction Procurement Processes, Procedures and Methods, and SAICE's Practice Manual #1, The use of South African National Standards in Construction Procurement, provides guidance on referencing these Standard Conditions of Tender in procurement documents.

## F.1 GENERAL

### F.1.1. Actions

F.1.1.1. *The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in 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.*

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

Note:

- 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
- 2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

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

### 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, shall 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) **organization** 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 readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.*

#### **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. 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 F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.*

##### **F.1.6.2. Competitive Negotiation Procedure**

**F.1.6.2.1.** *Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of 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.*

**F.1.6.2.2.** *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.*

**F.1.6.2.3.** *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.*

**F.1.6.2.4.** *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**

**F.1.6.3.1. 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 award the contract in terms of these conditions of tender.*

**F.1.6.3.2. Option 2**

**F.1.6.3.2.1.** *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.*

**F.1.6.3.2.2.** *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**

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

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

**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 complies 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 familiarise 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**

- 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 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 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 shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.*
- 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 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.*

**F.2.16.3.** *Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.*

**F.2.16.4.** *Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 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 F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

**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 notarised joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.*

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

**F.2.19. Inspections, Tests and Analysis**

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

- F.3.1.1.** *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.*
- F.3.1.2.** *Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to pre-qualify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:*
- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;*
  - b) the new partners to a joint venture were not pre-qualified in the first instance, either as individual firms or as another joint venture; or*
  - c) in the opinion of the Employer, acceptance or 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 for the main tender offer only.*
- F.3.4.3.** *Make available the record outlined in F.3.4.2 to all interested persons upon request.*
- F.3.5. **Two-envelope system****
- F.3.5.1.** *Where stated in the 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 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, after opening and before detailed evaluation, whether each tender offer properly received:*
- a) complies with the requirements of these Conditions of Tender,*
  - b) has been properly and fully completed and signed, and*
  - c) is responsive to the other requirements of the tender documents.*

**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:*

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

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

**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:*

- a) *the gross misplacement of the decimal point in any unit rate;*
- b) *omissions made in completing the pricing schedule or bills of quantities; or*
- c) *arithmetic errors in:*
  - i) *line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or*
  - ii) *the summation of the prices.*

**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:*

- a) *If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.*
- b) *Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.*

**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:*

- a) *Rank tender offers from the most favourable to the least favourable comparative offer.*
- b) *Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.*
- c) *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 sub clause is repeated.*

**F.3.11.3.      **Method 2: Financial Offer and Preference****

*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 ( $T_{EV}$ ) in accordance with the following formula:*

$$T_{EV} = N_{FO} + N_P$$

where:

- $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7
- $N_P$  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 ( $T_{EV}$ ) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where:

- $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7
- $N_Q$  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 ( $T_{EV}$ ) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$T_{EV} = N_{FO} + N_P + N_Q$$

where:

- $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7
- $N_P$  is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.
- $N_Q$  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 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:

$$N_{FO} = W_1 \times A$$

where:

- $N_{FO}$  is the number of tender evaluation points awarded for the financial offer.
- $W_1$  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 calculating the value of A**

Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P/P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m/P$
<sup>a</sup> $P_m$ is the comparative offer of the most favourable comparative offer $P$ is the comparative offer of the tender offer under consideration			

**F.3.11.8. 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:

$$N_Q = W_2 \times S_o/M_s$$

where:

- $S_o$  is the score for quality allocated to the submission under consideration;
- $M_s$  is the maximum possible score for quality in respect of a submission; and

- $W_2$  is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

**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, 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 participation in the employer's procurement,*
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,*
- c) has the legal capacity to enter into the contract,*
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, 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 Contracts**

*Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the Form of Offer and Acceptance.*

**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.*

**Alpha-numeric associated with the Contractor Grading Designations**

TABLE G1: CONTRACTOR GRADING DESIGNATIONS AND ASSOCIATED PARAMETERS

<b>Contractor Grading Designation</b>	<b>Tender Value Range designation</b>	<b>Maximum Value of Contract that a Contractor is considered capable of performing (R)</b>
<i>1 (class of construction works)</i>	<i>1</i>	<i>500 000</i>
<i>2 (class of construction works)</i>	<i>2</i>	<i>1 000 000</i>
<i>3 (class of construction works)</i>	<i>3</i>	<i>3 000 000</i>
<i>4 (class of construction works)</i>	<i>4</i>	<i>6 000 000</i>
<i>5 (class of construction works)</i>	<i>5</i>	<i>10 000 000</i>
<i>6 (class of construction works)</i>	<i>6</i>	<i>20 000 000</i>
<i>7 (class of construction works)</i>	<i>7</i>	<i>60 000 000</i>
<i>8 (class of construction works)</i>	<i>8</i>	<i>200 000 000</i>
<i>9 (class of construction works)</i>	<i>9</i>	<i>No limit</i>

TABLE G2: CLASSES OF CONSTRUCTION WORK, sets out detailed description of the various Designations (types) of construction work.

## T1.2.2 Variations to the Standard Conditions of Tender

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall take precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The following variations, amendments and additions to the Standard Conditions of Tender shall apply to this tender.

### Clause No. Variation, Amendment or Addition

## F.1 General

### F.1.1 Actions

*Add the following:*

The Employer is RAY NKONYENI MUNICIPALITY, represented by Ms. Bonisile Ngcobo (email: [bonisile.ngcobo@rnm.gov.za](mailto:bonisile.ngcobo@rnm.gov.za)).

### F.1.2 Tender Documents

*Add the following:*

The following documents form part of this tender and not issued to Tenderer's, but available from the issuing bodies as applicable:

1. CIDB, "The Standard for Uniformity in Construction Procurement Annex F, Standard Conditions of Tender", Board Notice 136 of 2016 of Government Gazette 38960 of 10 July 2016.
2. GCC 2015 "General Conditions of Contract for Construction Works", Third Edition 2015 published by the South African Institute of Civil Engineering (SAICE)
3. COLTO Standard Specifications for Road and Bridge Works for State Authorities 1998 (Green Book)
4. The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
5. SANS 1921 (2004) Construction and Management Requirements for Works Contracts: Part 6.
6. SANS 1914 (2002): Targeted Construction Procurement: Parts 1 – 6.
7. The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (June 2017).

The tender documents issued by the Employer comprise:

**VOLUME 1:** The Tender Document (this document), in which is bound:

#### The Tender

##### Part T1: Tendering Procedures

T1.1 Tender Notice And Invitation To Tender

T1.2 Tender Data

##### Part T2: Returnable Documents

T2.1 List Of Returnable Documents

T2.2 Returnable Schedules

#### The Contract

##### Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Performance Guarantee

C1.4 Occupational Health And Safety Agreement

##### Part C2: Pricing Data

C2.1 Pricing Instructions

C2.2 Bill Of Quantities

##### Part C3: Scope Of Work

C3.1 Description Of The Works

C3.2 Engineering

C3.3 Procurement

C3.4 Construction

C3.5 Management

C3.6 Annexes

**Part C4: Site Information**

C4.1 Geotechnical Investigation

**VOLUME 2:** Drawings (listed in C3.2 Engineering)

Volume 1 is deemed the "Returnable Documents" which must be returned to the Employer in terms of submitting a tender offer.

**F.1.4 Communication and Employer's Agent**

*Add the following:*

Attention is drawn to the fact that verbal information, given by the Employer's Agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the Tender Documents.

The Employer's Agent is:

Name : SPKENGINEERS (PTY) LTD  
Address : 21 Via Verbena Street  
Veld and Vlei  
Richards Bay  
3900  
Telephone No. : 035 789 7161  
Fax No. : 035 789 4970  
Email : [samuelm@spkengineers.co.za](mailto:samuelm@spkengineers.co.za)  
Contact Person : Mr. RS Makubo (Pr Tech.)

**F.2 Tenderer's obligations**

**F.2.1 Eligibility**

*Add the following after F.2.1.2:*

Only those tenderers who satisfy the following criteria are eligible to submit tenders:

**A. Construction Industry Development Board (CIDB) Registration**

Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, for a **4CE or higher** class of construction work, are eligible to have their tenders evaluated.

**B. Joint ventures are eligible to submit tenders provided that:**

1. Every member of the joint venture is registered with the CIDB;
2. The lead partner has a contractor grading designation in the 4CE class of construction work;
3. 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 determined in accordance with the sum tendered for a 4CE class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations; and
4. Tenders submitted by joint ventures of two or more firms must be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defines precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.
5. The Tenderer, if a Joint Venture, must submit a signed JV Agreement with the tender specific to the tendered Contract and showing clearly the percentage contribution of each partner to the Joint Venture. The value of work to be undertaken by each partner must be within their CIDB grading limit.

**C. National Treasury Central Supplier Database Registration**

Only Tenderers who are eligible to be registered on the National Treasury Central Supplier (CSD) Database and have provided proof of their registration will be eligible to submit a tender offer. Proof of registration must be in the form of the Tenderers CSD registration number. Tenderers who are not registered are not precluded from submitting bids, but must be registered prior to Contract Award.

In the case of Joint Venture partnerships this requirement will apply individually to each party to the Joint Venture.

Tenderers who wish to register as service providers on the CSD can register online at <https://secure.csd.gov.za/Account/Register>.

### F.2.7 Clarification Meeting

*Add the following:*

The arrangement for a non-compulsory virtual clarification meeting is as stated in the Tender Notice and Invitation to Tender is as follows:

Date : 25 October 2022  
Time : 09h00

Tenderers should be represented at the clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

***The briefing will be virtual there will be no site visits, however location will be shared for bidders to view the site.***

**F2.10.3** This tender is **NOT** subject to contract price adjustments.

### F.2.12 Alternative Tender Offers

*Delete the contents of **Clause F.2.12** and replace with the following:*

Alternative tender do not apply

### F.2.13 Submitting a Tender Offer

A. *Add the following at the end of F.2.13.3:*

Parts of each tender offer communicated on paper shall be submitted as an **original, plus two (2) copies**.

B. *Add the following after the first sentence of F.2.13.4:*

The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

C. *Add the following after the first sentence of F.2.13.5:*

The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box : **Foyer of Ray Nkonyeni Local Municipality Offices**  
Physical address : **10 Connor Street, Port Shepstone**  
Identification details : **Tender Number - 8/2/RNM0392**  
**Notice No. 178 of 2022**

Sealed tenders with the Tenderer's name and address and the endorsement "**TENDER NO 8/2/RNM0392 for Notice No 178 of 2022 - Construction of Mazubane/Dikwe Pedestrian Bridge In Ward 20**" on the envelope, must be placed in the appropriate official tender box at the abovementioned address.

### **F.2.15 Closing Time**

- F.2.15.1** *Add the following:*  
The closing time for submission of tender offers is **15 November 2022 at 12h00**, as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

### **F.2.16 Tender Offer Validity**

- F.2.16.1** *Add the following:*  
The tender offer validity period is **240 days**.

### **F.2.17 Clarification of Tender Offer after Submission**

*Add the following:*  
A tender may be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer, or confirmation of registration with CIDB within the time for submission stated in the employer's written request for such clarification or confirmation. A tender may be rejected if the unit rates or lump sums for some of the items in the bills/schedules of quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the tenderer fails, within the time stated in writing by the Employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged.

### **F.2.23 Certificates**

*Add the following:*  
The tenderer is required to submit the following certificates with the tender:

#### **A. Certificate of Contractor Registration (CIDB)**

Either certified copy of the Certificate of Contractor Registration issued by the Construction Industry Development Board or of the Application Form for registration in terms of the Construction Industry Development Board Act (Form F006).

Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

#### **B. Tax compliance pin**

Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and shall submit/append documentary evidence/proof in the form of an original or certified copy of valid Tax compliance pin issued by SARS. Failure to provide a valid Tax compliance pin will result in the tender being rejected.

Each party to a Consortium/Joint Venture shall submit a separate Tax compliance pin.

#### **C. Company Registration**

Certified Copies of company registration documents.

Each party to a Consortium/Joint Venture shall submit separate company registration documents.

#### **D. Ownership**

Proof of Preference Points Claimed

Each party to a Consortium/Joint Venture shall submit separate certified copies in the above regard.

#### **E. BBBEE Certificate**

Certified Copies of ID documents of Shareholders/Members/Directors of the business enterprises.

Joint Venture shall submit a consolidated BBBEE Certificate of the new Legal Entity.

## **F.3 The Employer's Undertakings**

### **F.3.1 Respond to Requests from the Tenderer**

- F.3.1.1** Respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

### **F.3.4 Opening of Tender Submissions**

**F.3.4.1** *Add the following:*  
The time and location for opening of the tender offers is:

Time : **12H00, Tuesday 15 November 2022**  
Location : **Tender Box, Foyer of Ray Nkonyeni Local Municipality Offices, 10 Connor Street, Port Shepstone**

Tenders will be opened immediately after the closing time for tenders at **12H00**.

**F.3.8 Test for Responsiveness**

*Add the following after F.3.8.2:*

Tenders will be considered non-responsive if:

- the tenderer has not completed and/or signed the Offer portion of C1.1 Form of Offer and Acceptance.
- the tenderer does not comply with the Contractor's CIDB grading designation specified in F.2.1.1 above.
- The tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employer's written request.

**F.3.11 Evaluation of Tender Offers**

**F.3.11.1 General**

*Add the following:*

The procedure for the evaluation of responsive tenders is Method 4, where the total number ( $T_{EV}$ ) of adjudication points achieved =  $N_{FO} + N_P + N_Q$  as detailed below.

where:

- $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7
- $N_P$  is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.
- $N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

**F.3.11.3 Method 2: Financial Offer and Preference**

Method 4, only, shall apply.

**F.3.11.7 Scoring Financial Offers**

*Add the following:*

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

$$N_{FO} = W_1 \times A$$

where:

- $N_{FO}$  is the number of tender evaluation points awarded for the financial offer.
- $W_1$  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.

**F.3.11.8. Scoring Preferences**

Up to **20 points** (for financial values up to R50 000 000) or 10 points (for financial values over R50 000 000) will be awarded to tenderers who are found to be eligible for the preference claimed.

Points will be awarded to Tenderers for attaining the BBBEE status level of contribution as per the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 as detailed below.

BBBEE Status Level Contributor	Number of Points (80/20 Principle)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant Contributor	0

**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:

$$NQ = W_2 \times S_o/M_s$$

where:

- $S_o$  is the score for quality allocated to the submission under consideration;
- $M_s$  is the maximum possible score for quality in respect of a submission; and
- $W_2$  is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

**QUALITY SCORING CRITERIA**

Tenderers are to submit information in respect of the following criteria upon which they will be scored for Quality. Failure to submit the relevant information will/or may result in zero scores.

The quality will comprise scores for the following based on criteria indicated in the respective tender returnable:

- i) A maximum of **25 points** will be awarded for relevant qualifications and demonstrated experience of the proposed Site Agent.
- ii) A maximum of **25 points** will be awarded for qualifications and demonstrated experience of the proposed Site Foreman.
- iii) A maximum of **30 points** will be awarded for demonstrated experience with respect to undertaking construction of Reinforced Concrete and Structural steel bridge projects
- iv) A maximum of **20 points** will be awarded for Construction Methodology

Score quality, rejecting all tender offers that fail to score the minimum number of **60% (60 out of 100)** of the points for quality stated in the tender data. Point system for functionality will be as per the table below:

**DETAILED BREAKDOWN OF QUALITY POINTS**

Details	Score	Max. Points
<b>Criteria 1: Approach</b>		
<b>1.1 Project Method Statement</b>		<b>20</b>
<b>Project Method Statement must include:</b> <ol style="list-style-type: none"> <li>a) The demonstration of the applicant's approach and allocation of resources to achieve task within timeframes</li> <li>b) Programme which clearly indicate critical paths and time frame</li> <li>c) Construction administration and site management approach</li> <li>d) Quality and Time Management</li> </ol>		
<b>Points will be scored as follows:</b>		
• Project Approach Method	4	
• Time Frames and Critical Paths	4	
• Activities	4	
• Construction Administration	4	
• Quality Management	4	
• No Response	0	
<b>Note:</b> Verification method will be based on Construction Methodology, Programme Work Quality Plan Health and Safety Plan and Traffic accommodation Plan		
<b>Criteria 2: Applicant's Expertise</b>		
<b>2.1 Site Agent (SA) personnel with at least a minimum qualification of a National Diploma (NQF6) or equivalent in Civil Engineering or built environment</b>		
If SA has NQF level 6 (National Diploma) or Higher with 10 years' experience or more and has completed bridge projects	25	

Details	Score	Max. Points
If SA has NQF level 6 (National Diploma) or Higher with more than 10 years' experience and has completed bridge projects	15	25
If SA has NQF level 6 (National Diploma) or Higher with less than 10 years' experience but has more than 6 years' experience and has completed bridge projects	10	
If SA has NQF level 6 (National Diploma) or Higher with less 6 years' experience but more than 3 years experience in construction of bridge projects	5	
If SA does NOT have NQF level 6 (National Diploma) or Higher or does NOT have experience in construction of bridge projects regardless of other experience or No response	0	
<b>Note:</b> Verification method will be based on attached CV with Certified Copy of Qualification, with traceable reference. <b>Qualifications obtained from outside South Africa to be accompanied by SAQA certification.</b>		
<b>2.2 Site Foreman (SF) personnel with at least a minimum experience in Civil Project</b>		
If SF has 10 years or more experience and has completed bridge projects	25	25
If SF has less than 10 years' experience but more than 6 years and has completed bridge projects	15	
If SF has less than 6 years' experience but has more than 3 years' experience and has completed bridge projects	10	
If SF has 3 years' or less experience in construction of bridge projects	5	
If SF has NOT completed similar projects, regardless of other experience or NO response	0	
<b>Note:</b> Verification method will be based on attached CV With Certified Documents		
<b>Criteria 3: Relevant Experience - The company has successfully completed bridge projects in past five years.</b>		
5 or more successfully completed bridge projects within the past 05 years.	30	30
4 successfully completed bridge projects within the past 05 years.	24	
3 successfully completed bridge projects within the past 05 years.	18	
2 successfully completed bridge projects within the past 05 years.	12	
1 successfully completed bridge projects within the past 05 years.	6	
No information provided; OR submission of no substance / irrelevant information provide	0	
<b>Note:</b> Verification method will be based on attached Appointment letters and Completion Certificates for the bridge projects		
<b>TOTAL EVALUATION POINTS SCORE FOR QUALITY</b>		<b>100</b>

**F.3.13 Acceptance of Tender Offer**

*A. Add the following:*

Tender offers will only be accepted if:

- a) the tenderer has in his or her possession an original valid Tax compliance pin issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;
- b) the tenderer is registered with the CIDB with an appropriate category of registration; by the tender closing date
- c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- d) the tenderer has not:
  - i) abused the Employer's Supply Chain Management System; or
  - ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months;
  - iii) failed to perform on any previous contract and has been given a written notice to this effect;

- e) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
- f) the tenderer is not in arrears for more than 3 months with the municipal rates and taxes and municipal services charges;

**F.3.17 Provide Copies of the Contracts**

*Add the following:*

The number of paper copies of the signed contract to be provided by the employer is one (1) original plus one (1) original duplicate.

### **T1.2.3 Additional Conditions of Tender**

The additional conditions of tender are:

#### **T.1.2.3.1 Compliance with Occupational Health and Safety Act 1993 and Construction Regulations (as amended 2014)**

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

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

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

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

#### **T.1.2.3.2 Eligibility with Respect to Expanded Public Works Programme**

This Contract does not qualify for consideration as an Expanded Public Works Programme project.

#### **T.1.2.3.3 Claims Arising after Submission of Tender**

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

- 1) Inspected the Contract Drawings and read and fully understood the Conditions of Contract.
- 2) Read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- 3) Visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from the site and made the necessary provisions for any additional costs involved thereby.
- 4) Requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

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

#### **T.1.2.3.4 Imbalance in Tendered Rates**

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

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the Contract Price.

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

**T.1.2.3.5 Community Liaison Officer**

Democratically elected village members who in turn have representation on the overall Project Steering Committee (PSC) represents the residents being served by the project. The Contractor will be required to liaise through the CLO for any matters to do with the community. The CLO shall be paid an amount of **R270.04 per day** and an additional **R200** per month airtime allowance throughout the contract.

**T.1.2.3.6 Labour Intensive Construction/Use of Local Labour**

This project does not qualify as EPWP. The contractor is encouraged to make use of local labour in order to promote labour intensive construction, the labour intensive works to be done under the contract is as stated below:

- Packing of gabion stone for gabion walls and mattresses
- Construction of concrete lined drains
- Any general work
- General cleaning.

The latest gazetted government labour rate for the Construction industry or the Municipality stipulated rate will to be used in the contract for remuneration of local labour. Currently the Municipality stipulated rates as follows:

- Unskilled Labour : R196.00 per day or R24.50 per hour
- Skilled Labour : R262.48 per day or R32.81 per hour

The Contractor shall be required to fill in all posts for unskilled labourers, from the Ray Nkonyeni and Ugu District Jurisdiction respectively. The target beneficiaries are, but not limited to:

- Unemployed people, of whom, in aggregate, at least 54% women, and 4% should be people with disabilities
- People who have recently been the victims of natural or social disasters
- Retrenched workers
- Young people

**T.1.2.3.1 Invalid Tenders**

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

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

**T.1.2.3.2 Negotiations with Preferred Tenderers**

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

Minutes of any such negotiations shall be kept for record purposes.

**T.1.2.3.3 Subcontracting**

The successful bidder may be expected to subcontract **10%** of the works to local sub-contractors as per Ray Nkonyeni Municipality SCM policy.

- a) For contract with a contract value of between R2 million up to R5 million 10%.
- b) For contract with a contract value above 5 million and below R8 million 15%
- c) For contract with a contract value above R8 million and below R15 million 20%
- d) For contract with a contract value above R15 million 30 %

## Part T2: Returnable Documents

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RAY NKONYENI MUNICIPALITY

NOTICE NO: 178 of 2022

TENDER NO: 8/2/RNM0392

## T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete and return documents A1 to A23; B1 to B3; C1.1 and C2 as listed below as part of his/her tender submission:

SCHEDULE	DESCRIPTION	PAGE
	Returnable documents required for tender evaluation purposes	
<b>Schedule A</b>	<b>Documents incorporated in this tender document that must be completed and signed by all tenderers</b>	
A1	Authority To Sign Documents	29
A2	Letter Of Good Standing With Workmen's Compensation Commissioner	30
A3	Certificate Of Authority For Joint Ventures (only if Tenderer is a JV)	31
A4	Schedule Of Work Carried Out By The Of Tenderer	32
A5	Current And Recent Projects For Ray Nkonyeni Municipality (RNM/MBD5.2)	34
A6	Schedule Of Construction Plant	35
A7	Schedule Of Estimated Monthly Expenditure	37
A78	Schedule Of Estimated Monthly Expenditure	37
A9	Details Of Key Personnel	39
A10	Bbbee Compliance Certificate	41
A11	Pricing Schedule – Firm Prices (Purchases) (RNM/MBD3.1)	42
A12	Pricing Adjustments (Rnm/Mbd3.2)	43
A13	Schedule Of Daywork Rates	44
A14	Record Of Addenda To Tender Documents	46
A15	Company Registration Documents	4
A16	Identity Documents of Shareholders/Directors/Members	48
A17	Joint Venture Disclosure Form	49
A18	Declaration Of Interest (Rnm/Mbd 4)(RNM/MBD4)	57
A19	Declaration Of Bidder's Past Supply Chain Management Practices (Rnm/Mbd 8)	59
A20	Certificate Of Independent Tender Determination (Rnm/Mbd 9)	61
A21	Form Concerning Fulfilment Of The Construction Regulations	64
A22	Declaration Certificate For Local Production And Content For Designated Sectors (Mbd 6.2)	66
A23	Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2017 (Rnm/Mbd 6.1) (RNM/MBD6.1)	73
<b>Schedule B</b>	<b>Additional Documents to be provided by the Tenderer and attached to his/her tender</b>	
B1	Cidb Contractor Registration Certificate	77
B2	Tax Pin (RNM/MBD2)	78
B3	Preliminary Programme	79
<b>Schedule C</b>	<b>Other Documents that will form part of The Contract</b>	
C1.1	Form Of Offer And Acceptance	81
C1.2	Contract Data	86
C1.3	Performance Guarantee	92
C1.4	Occupational Health And Safety Agreement	95
C2	Pricing Data and Bill of Quantities	97
C3	Scope of Work	112
C4	Site Information	150

**NB: TENDERERS MUST COMPLETE THESE DOCUMENTS / DATA SHEETS / FORMS IN  
BLACK INK**

## T2.2 RETURNABLE SCHEDULES



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RAY NKONYENI MUNICIPALITY

NOTICE NO: 178 of 2022

TENDER NO: 8/2/RNM0392

**A2. LETTER OF GOOD STANDING WITH WORKMEN'S COMPENSATION  
COMMISSIONER**

RAY NKONYENI MUNICIPALITY  
NOTICE NO: 178 of 2022  
TENDER NO: 8/2/RNM0392

### A3. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed only if Tenderer is a joint venture.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorise

Mr/Ms ....., authorised signatory of the company, close corporation or partnership..... acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature :..... Name :..... Designation :.....
		Signature :..... Name :..... Designation :.....
		Signature :..... Name :..... Designation :.....
		Signature :..... Name :..... Designation :.....

**Note:**

A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to this Schedule.

RAY NKONYENI MUNICIPALITY

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#### A4. SCHEDULE OF WORK CARRIED OUT BY THE OF TENDERER

Tenderers shall insert in the Schedule hereunder details of work successfully carried out by them of a similar nature to that for which their tender is submitted. The tenderer's relevant experience must be supported by appointment letters and completion certificates for at least five (5) projects.

Failure to complete this Schedule and submit both appointment letters and completion certificates will result into tenderer scoring zero (0). It will be taken to indicate that the Tenderer has no experience in this class of work.

COMPLETED CONTRACTS				
Employer (Name, Tel, Fax, Email)	Consulting Engineer (Name, Tel, Fax, Email)	Nature Of Work	Value of Work R(M)	Date Completed
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

CURRENT CONTRACTS				
Employer (Name, Tel, Fax, Email)	Consulting Engineer (Name, Tel, Fax, Email)	Nature Of Work	Value of Work R(M)	Anticipated Completion Date
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				
Name:				
Tel :				
Fax :				
Email :				

If there is insufficient space above, the tenderer may append additional sheets.

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

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**







RAY NKONYENI MUNICIPALITY

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## A7. SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The tenderer shall state his estimated expenditure indicating the values of each monthly claim in terms of Clause 6.10 of the General Conditions of Contract, which he/she estimates will arise based on his/her preliminary programme and tendered rates, in the table below. ***The total of the monthly amounts shall be equal to the tender sum.***

MONTH	VALUE
1	R
2	R
3	R
4	R
5	R
6	R
7	R
8	R
9	R
10	R
11	R
12	R
<b>SUBTOTAL</b>	<b>R</b>
CONTINGENCIES (10%)	R
<b>SUBTOTAL</b>	<b>R</b>
VAT (15%)	R
<b>TOTAL (INCLUDING VAT @ 15%)</b>	<b>R</b>

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY

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**A8. SCHEDULE CONTRACT FORM – PAST EXPERIENCE  
(RNM/MBD5.1)**

Bidders must furnish hereunder details of similar works / service, which they have satisfactorily completed in the past. The information shall include a description of the works, the contract value and the name of the employer

Employer	Nature of Works	Value of Work	Duration and Completion Date	Employer's Contract No

If there is insufficient space above, the tenderer may append additional sheets.

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

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

RAY NKONYENI MUNICIPALITY

NOTICE NO: 178 of 2022

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## A9. DETAILS OF KEY PERSONNEL

Tenderers shall set out in the Schedule hereunder details of the experience of the Site Agent and Site Foreman in work of a similar nature to that for which this Tender is submitted.

Failure to complete this Schedule may result in the Tender not being considered.

CONTRACT MANAGER				
NAME:			NQF LEVEL:	
Contract and Client	Nature Of Work	Position Held	Value Of Work	Year Completed

SITE AGENT				
NAME:			NQF LEVEL:	
Contract and Client	Nature Of Work	Position Held	Value Of Work	Year Completed

SITE FOREMAN				
NAME:			NQF LEVEL:	
Contract and Client	Nature Of Work	Position Held	Value Of Work	Year Completed

If there is insufficient space above, the tenderer may append additional sheets.

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

*Tenderers are to attach (to this page) CV and certified copies of Qualifications and the relevant NQF Qualifications for the following personnel:*

- Site Agent
- Site Foreman

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

---

RAY NKONYENI MUNICIPALITY

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### **A10. BBBEE COMPLIANCE CERTIFICATE**

Tenderers are required to attach an original or certified copy of their BBBEE compliance certificate on this page or in the case of a joint venture, a joint certificate for the individual firms making up the joint venture, should they wish to claim for scores for BBBEE Compliance.

**SIGNED/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

RAY NKONYENI MUNICIPALITY

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**A11. PRICING SCHEDULE – FIRM PRICES (PURCHASES)  
(RNM/MBD3.1)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of Bidder.....	Bid Number.....
Closing Time .....	Closing Date .....

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

RAY NKONYENI MUNICIPALITY  
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**A12. PRICING ADJUSTMENTS (RNM/MBD3.2)**

**A NON-FIRM PRICES SUBJECT TO ESCALATION**

1. As per GCC 2015 Clause 6.8.2 and detailed on page 92 of the GCC

**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

RAY NKONYENI MUNICIPALITY

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### A13. SCHEDULE OF DAYWORK RATES

This Daywork Schedule will be used at the discretion of the Engineer for valuation of extra work which cannot conveniently be valued at rates submitted in the Bill of Quantities. All price rates shall be exclusive of VAT.

The rates entered for labour and materials shall be exclusive of overhead charges and profit, site supervision of staff, insurance, holidays with pay and use and maintenance of small hand tools and non-mechanical plant, travelling allowances, other emoluments and allowances. Provision will be made for the insertion of percentages to cover all these items which are henceforth termed "on-costs", consumable stores, maintenance, etc.

In the case of plant no "on-costs" item is provided. The rate entered shall include any of the above "on-costs" which are pertinent and shall include profit, operator's costs, consumable stores, maintenance, depreciation, etc.

Failure to complete this Schedule may result in the Tender not being considered.

#### A. LABOUR

Normal Working Time:

1	Labourers	R.....	per hour plus	..... %	"On-Cost"
2	Gangers	R.....	per hour plus	..... %	"On-Cost"
3	Tradesmen	R.....	per hour plus	..... %	"On-Cost"
4	Other				
	(a).....	R.....	per hour plus	.....%	"On-Cost"
	(b)	R.....	per hour plus	..... %	"On-Cost"
	.....				

Overtime

1	Labourers	R.....	per hour plus	..... %	"On-Cost"
2	Gangers	R.....	per hour plus	..... %	"On-Cost"
3	Tradesmen	R.....	per hour plus	..... %	"On-Cost"
4	Other				
	(a).....	R.....	per hour plus	.....%	"On-Cost"
	(b)	R.....	per hour plus	..... %	"On-Cost"
	.....				

**B. PLANT**

DESCRIPTION	TYPE	ESTABLISHMENT AND DISESTABLISHMENT COST	RATE PER HOUR	
			WORKING	STANDING
Trucks and ADTs				
Excavators				
Tractor – Loader – Backhoe				
Water Pumps and Leadings				
Compressor including Hammers and Hoses				
Other				

**C. MATERIAL**

The Tenderer shall state here the percentage “On-costs” that should be added to the nett cost of materials:

..... %

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

RAY NKONYENI MUNICIPALITY

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#### A14. RECORD OF ADDENDA TO TENDER DOCUMENTS

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

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

If there is insufficient space above, the tenderer may append additional sheets.

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

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

---

RAY NKONYENI MUNICIPALITY

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### **A15. COMPANY REGISTRATION DOCUMENTS**

Tenderers are to attach certified copies of company registration documents (e.g CK Documents) to this page.

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

---

RAY NKONYENI MUNICIPALITY

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### **A16. IDENTITY DOCUMENTS OF SHAREHOLDERS/DIRECTORS/ MEMBERS**

Tenderers are to attach certified copies of ID Documents of Members/Directors to this page.

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

**RAY NKONYENI MUNICIPALITY**

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**A17. JOINT VENTURE DISCLOSURE FORM**

**GENERAL**

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

**1. JOINT VENTURE PARTICULARS**

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

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

- 2.1(a) Name of Firm .....
- Postal Address.....
- Physical Address .....
- Telephone.....
- Fax.....
- Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....  
**2.2(a)** Name of Firm .....  
Postal Address.....  
Physical Address .....  
Telephone.....  
Fax.....  
Contact person for matters pertaining to Joint Venture Participation Goal requirements:  
.....  
*(Continue as required for further non-Affirmable Joint Venture Partners)*

**3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER**

**3.1(a)** Name of Firm .....  
Postal Address.....  
Physical Address .....  
Telephone.....  
Fax.....  
Contact person for matters pertaining to Joint Venture Participation Goal requirements:  
.....

**3.2(a)** Name of Firm .....  
Postal Address.....  
Physical Address .....  
Telephone.....  
Fax.....  
Contact person for matters pertaining to Joint Venture Participation Goal requirements:  
.....

**3.3(a)** Name of Firm .....  
Postal Address.....  
Physical Address .....  
Telephone .....  
Fax.....  
Contact person for matters pertaining to Joint Venture Participation Goal requirements:  
.....

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

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

5. **OWNERSHIP OF THE JOINT VENTURE**

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

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

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

i) Profit and loss sharing .....

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

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

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

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

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

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

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

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

---

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

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

a) Joint Venture cheque signing

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

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

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

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

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

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*

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

**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 AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

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

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

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

.....

- (ii) Number currently employed by the Joint Venture

.....

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

.....

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

.....

.....

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

.....

.....

**11. CONTROL AND STRUCTURE OF THE JOINT VENTURE**

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

.....

.....

.....

.....

.....

---

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

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

Signature .....

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

Name .....

Address .....

Telephone.....

Date .....

---

Signature .....

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

Name .....

Address .....

Telephone.....

Date .....

---

Signature .....

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

Name .....

Address .....

Telephone.....

Date .....

---

Signature .....

---

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

Name.....

Address .....

Telephone.....

Date.....

---

(Continue as necessary)

RAY NKONYENI MUNICIPALITY

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**A18. DECLARATION OF INTEREST**

**(RNM/MBD 4)**

(Please circle the applicable answer)

1. No bid will be accepted from persons in the service of the state\*. 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 and/or take an oath declaring his/her interest.

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

2.1. Full Name of Tenderer or his or her representative: .....

2.2. Identity Number: .....

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

2.4. Registration number of company, enterprise, close corporation, partnership agreement or trust: .....

.....

2.5. Tax Reference Number: .....

2.6. VAT Registration Number: .....

\* SCM 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.

2.7. 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**

2.7.1. If so, furnish particulars:

.....

.....

.....

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

\_\_\_\_\_

2.8.1. If so, furnish particulars:

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

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

2.9.1. If so, furnish particulars:

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

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

2.9.2. If so, furnish particulars:

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

**3. CERTIFICATION**

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

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

**SIGNATURE**

**DATE**

**POSITION**

**NAME OF BIDDER**

RAY NKONYENI MUNICIPALITY

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## A19. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (RNM/MBD 8)

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a) abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b) been convicted for fraud or corruption during the past five years;
  - c) 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).  <b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b>	<input type="checkbox"/>	<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 ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) by clicking on its link at the bottom of the home page.	<input type="checkbox"/>	<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?	<input type="checkbox"/>	<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?	<input type="checkbox"/>	<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?	<input type="checkbox"/>	<input type="checkbox"/>
4.5.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

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

**SIGNATURE**

**DATE**

**POSITION**

**NAME OF BIDDER**

---

RAY NKONYENI MUNICIPALITY

NOTICE NO: 178 of 2022

TENDER NO: 8/2/RNM0392

## **A20. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (RNM/MBD 9)**

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

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

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

**CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

I, the undersigned, in submitting the accompanying tender:

---

(Tender Number and Description)

in response to the invitation for the tender made by:

---

(Name of Municipality/ Municipality Entity)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation);
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
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**

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

**RAY NKONYENI MUNICIPALITY**

**NOTICE NO: 178 of 2022**

**TENDER NO: 8/2/RNM0392**

**A21. FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS**

In terms of regulation 4(3) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated 07 February 2014 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 fulfilment of all the applicable requirements of the Act and the Regulations.

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)

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

2. Proposed approach to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	<input type="checkbox"/>
Own resources, still to be hired and/or trained (until competency is achieved)	<input type="checkbox"/>
Specialist subcontract resources (competent) - specify: ..... ..... ..... ..... ..... .....	<input type="checkbox"/>

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. Potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

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

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

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

RAY NKONYENI MUNICIPALITY

NOTICE NO: 178 of 2022

TENDER NO: 8/2/RNM0392

## A22. DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (MBD 6.2)

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (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 9) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of tenders local production and content is of critical importance, such tenders must be advertised with the specific tendering condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraphs 1.2 above, a two stage tendering process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 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 imported content in Rand  
y tender 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 the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

- 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. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **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:**

Description of services, works or goods	Stipulated minimum threshold
Reinforcement Steel Bars	100%
Structural Steel works	100%
Gabions	100%
Cement	100%

4. Does any portion of the services, works or goods offered have any imported content?  
(Tick applicable box)

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

- 4.1 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 the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the Department of Trade and Industry (dti) must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority 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 TENDER No.** .....

**ISSUED BY:** (Ray Nkonyeni Municipality):

**NB**

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

I, the undersigned, ..... (full names),

do hereby declare, in my capacity as.....

of .....(name of Tenderer 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;
- (c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 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 4.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Ray Nkonyeni Municipality 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 Ray Nkonyeni Municipality imposing any or all of the remedies

as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).	
<b>SIGNATURE:</b> .....	<b>DATE:</b> .....
<b>WITNESS No. 1</b> .....	<b>DATE:</b> .....
<b>WITNESS No. 2</b> .....	<b>DATE:</b> .....



Annex D											SATS 1286.2011	
<b>Imported Content Declaration - Supporting Schedule to Annex C</b>												
(D1)	Tender No.										Note: VAT to be excluded from all calculations	
(D2)	Tender description:											
(D3)	Designated Products:											
(D4)	Tender Authority:											
(D5)	Tendering Entity name:											
(D6)	Tender Exchange Rate:	Pula		EU		GBP						
<b>A. Exempted imported content</b>				<b>Calculation of imported content</b>						<b>Summary</b>		
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value	
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)	
										(D19) Total exempt imported value   R		
										-		
										This total must correspond with Annex C - C 21		
<b>B. Imported directly by the Tenderer</b>				<b>Calculation of imported content</b>						<b>Summary</b>		
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value	
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)	
										(D32) Total imported value by tenderer   R		
										-		
<b>C. Imported by a 3rd party and supplied to the Tenderer</b>				<b>Calculation of imported content</b>						<b>Summary</b>		
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value	
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)	
										(D45) Total imported value by 3rd party   R		
										-		
<b>D. Other foreign currency payments</b>			<b>Calculation of foreign currency payments</b>					<b>Summary of payments</b>				
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange				Local value of payments				
(D46)	(D47)	(D48)	(D49)	(D50)				(D51)				
					(D52) Total of foreign currency payments declared by tenderer and/or 3rd party							
					(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above   R							
					-							
					This total must correspond with Annex C - C 23							
Signature of tenderer from Annex B												
Date:												

				SATS 1286.2011
Annex E				
<b>Local Content Declaration - Supporting Schedule to Annex C</b>				
(E1)	Tender No.		Note: VAT to be excluded from all calculations	
(E2)	Tender description:			
(E3)	Designated products:			
(E4)	Tender Authority:			
(E5)	Tendering Entity name:			
	<b>Local Products (Goods, Services and Works)</b>	Description of items purchased  (E6)	Local suppliers  (E7)	Value  (E8)
		<b>(E9) Total local products (Goods, Services and Works)</b>	R	-
(E10)	<b>Manpower costs</b>	(Tenderer's manpower cost)	R	-
(E11)	<b>Factory overheads</b>	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R	-
(E12)	<b>Administration overheads and mark-up</b>	(Marketing, insurance, financing, interest etc.)	R	-
			<b>(E13) Total local content</b>	R -
			<b>This total must correspond with Annex C - C24</b>	
	<u>Signature of tenderer from Annex B</u>			
	Date:			

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## A23. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (RNM/MBD 6.1)

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

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

### 1. GENERAL CONDITIONS

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

- the 80/20 system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for acquisition of goods or services with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this tender is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this tender shall be awarded for:

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

1.3.1 The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>1.3.1.1 PRICE</b>	80
<b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

1.5 The purchaser 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 purchaser.

### 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black

economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20                      or                      90/10

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

Where

- Ps = Points scored for comparative price of tender under consideration
- Pt = Comparative price of tender under consideration
- Pmin = Comparative price of lowest acceptable tender

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

7	2	4
8	1	2
Non-compliant contributor	0	0

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

**7. SUB-CONTRACTING**

7.1 The bidders shall make provision to subcontract at least 10% of the Works, in rand value of the Project, to local subcontractors from Ray Nkonyeni Municipality and or Ugu District Municipality Jurisdiction.

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1,

the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

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

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

RAY NKONYENI MUNICIPALITY  
NOTICE NO: 178 of 2022  
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### B1. CIDB CONTRACTOR REGISTRATION CERTIFICATE

A Certificate of Contractor's Registration issued by the Construction Industry Development Board (CIDB) shall be attached to this page.

Where a tenderer satisfies CIDB Contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

Alternatively furnish the CIDB registration no. and details in the space provided. This information will be verified with the CIDB via the CIDB website. It is the tenderer/contractor's responsibility to ensure that their details are displayed on the CIDB website. If in joint venture, details of all members require to be furnished.

Name of Contractor or JV Member	CIDB registration No.	Category and class of registration, e.g. 4CE

My/Our failure to submit the certificate(s) or furnish the required details, with my / our tender document will lead to the conclusion that I am / we are not registered with the CIDB and therefore not eligible to tender.

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

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**B2. TAX PIN REQUIREMENTS**

**(RNM/MBD2)**

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South Africa Revenue Services (SARS) to meet the bidder's tax obligation.

In order to meet the requirements bidders are required to complete in full the attached TCP1 "Application for a Tax compliance pin" and submit it to any SARS branch office nationally. The Tax compliance pin Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

SARS will then furnish the bidder with a Tax compliance pin that will be valid for a period of 1 (one) year from date of approval / issue.

The Certified copy of a tax certificate with a pin number must be submitted together with the bid.

In the bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate Tax compliance pin.

Copies of the TCP "Application for a "Tax compliance pin" forms are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za)

Applications for the Tax compliance pin may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

RAY NKONYENI MUNICIPALITY  
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**B3. PRELIMINARY PROGRAMME**

The tenderer shall attach a preliminary programme, to this page.

This programme shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and rate of progress of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The programme shall also indicate the point where the tenderer intends to commence work operations and the direction in which the work will proceed. The working hours shall be indicated.

The tenderer shall also take into account the additional requirements stated in C3.5.1.3 Planning and Programming on page 125 when drawing up the programme.

**Details of the preliminary programme shall be appended to this Schedule.**

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

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

## Part C1: Agreements and Contract Data

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RAY NKONYENI MUNICIPALITY  
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### C1.1. Form of Offer and Acceptance

#### Offer

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

**TENDER NO:8/2/RNM0392**

The tenderer, identified in the offer signature block below, has examined the documents listed in the tender data and addenda thereto as listed in the Returnable Schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorised, 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 Contract shall be completed within  Months of the Commencement Date.**

**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 the Conditions of Contract identified in the Contract Data.

**SIGNED ON BEHALF OF/BY THE TENDERER:**

**NAME**

**SIGNATURE**

**CAPACITY**

**DATE**

**Name and address of Organisation:**

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

**SIGNED BY WITNESS:**

**NAME**

**SIGNATURE**

**DATE**

## 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.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Returnable Documents 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 which must be duly signed by the authorised representative(s) of both parties.

The tenderer shall within two weeks of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), or when or just after this Agreement comes into effect, contact the employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

### SIGNED ON BEHALF OF/BY THE EMPLOYER:

**NAME**

**SIGNATURE**

**CAPACITY**

**DATE**

**RAY NKONYENI MUNICIPALITY**

No 10 Conner Street

Port Shepstone

4240

### SIGNED BY WITNESS:

**NAME**

**SIGNATURE**

**DATE**



**SIGNED ON BEHALF OF/BY THE TENDERER:**

**NAME**

**SIGNATURE**

**CAPACITY**

**DATE**

**SIGNED BY WITNESS:**

**NAME**

**SIGNATURE**

**DATE**

**SIGNED ON BEHALF OF/BY RAY NKONYENI MUNICIPALITY:**

**NAME**

**SIGNATURE**

**CAPACITY**

**DATE**

**SIGNED BY WITNESS:**

**NAME**

**SIGNATURE**

**DATE**

---

RAY NKONYENI MUNICIPALITY

NOTICE NO: 178 of 2022

TENDER NO: 8/2/RNM0392

### CONFIRMATION OF RECEIPT

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

the ..... (day) of ..... (month) ..... (year)

at ..... (place)

#### SIGNED ON BEHALF OF/BY THE CONTRACTOR:

NAME

SIGNATURE

CAPACITY

#### SIGNED BY WITNESS:

NAME

SIGNATURE

---

RAY NKONYENI MUNICIPALITY

NOTICE NO: 178 of 2022

TENDER NO: 8/2/RNM0392

## C1.2. Contract Data

### Part 1: Contract Data Provided by the Employer

#### GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

#### **General Conditions of Contract for Construction Works (Third Edition, 2015)**

Prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and form the General Conditions of Contract for this contract. Copies of these Conditions of Contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, email: civilinfo@saice.org.za.

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Employer's Agent.

The General Conditions of Contract 2015 makes references to the Contract Data for specific data, which, together with these conditions, collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Specific Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

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

#### CONTRACT SPECIFIC DATA

The following Contract specific data are applicable to this Contract:

#### **Clause 1.1.1.13: Defects Liability Period**

The defects liability period is a period of **12 months**, measured from the date of the Certificate of Completion.

#### **Clause 1.1.1.14: Due Completion Date**

The date for achieving Practical Completion is a date **Six (6) months** after the Commencement Date.

#### **Clause 1.1.1.15: Employer**

The **Employer** is **RAY NKONYENI MUNICIPALITY**, represented by Ms. Bonisile Ngcobo and/or such person or persons duly authorised thereto by the Employer in writing, and the legal successors in title of this person and is referred to in this Contract Document as "Employer".

#### **Clause 1.1.1.16: Engineer**

The **Engineer**, referred to in the documents, is the firm of Consulting Engineers, **SPK Engineers (Pty) Ltd** acting through a Director, an Associate or an official authorised thereto in writing.

The name of the Engineer is: SPK Engineers (Pty) Ltd or their successors duly appointed by the Employer.

#### **Clause 1.1.1.26: Pricing Strategy**

The Pricing Strategy is Re-measurement.

#### **Clause 1.1.1.28: Scope of Work**

*Replace with the following:*

**"Scope of Work"** means the document(s) containing the Standard Specifications, the Project Particular Specifications and the Drawings, that specify and describe the Works which are to be provided, and any other requirements and constraint relating to the manner in which the work is to be carried out.

**Clause 1.1.1.34: Writing**

Add the following Clause after Clause 1.1.1.34

**1.1.1.35 “Drawings”** means all drawings, calculations and technical information forming part of the Tender Documents (other than information contained in the Specifications) and any modifications thereof or additions thereto from time to time approved in writing by the Engineer or delivered to the Contractor by the Engineer.

**Clause 1.2.1.2: Notices**

The name of the Employer is : **RAY NKONYENI MUNICIPALITY**

The address of the Employer is : **10 Connor Street  
Port Shepstone  
4240**

The name of the Engineer is : **SPK Engineers (Pty) Ltd**

The address of the Engineer is : **21 Via Verbena Street  
Veld and Vlei  
Richards Bay  
3900**

**Clause 1.3.5: Contractor’s Copyright**

Add the following to Clause 1.3.5:

No part of any document or drawings issued with this enquiry may be copied, photographed or repeated in any manner or by any process without the written consent of the Engineer. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes contained in the documents and drawings.

The person, firm, or body to whom these documents are issued or made available shall be held jointly and severally responsible in their personal and corporate capacities for any contravention of the requirements of Clause 1.3.5. The recipients of these documents shall treat the documents as well as the details contained herein as private and confidential.

**Clause 3.1.3: Employer’s Approval Required**

The Engineer is required to obtain the specific approval of the Employer before executing any of the following functions or duties:

1. Providing consent for subcontracting part of the contract in terms of Clause 4.4.
2. The issuing of an instruction to accelerate progress in terms of Clause 5.7.3.
3. Granting permission to work during non-working times in terms of Clause 5.8.1.
4. Suspend the progress of the works in terms of Clause 5.11.2.
5. The reduction of a penalty for delay in terms of Clause 5.13.2.
6. Issuing of instructions to carry out work on a daywork basis in terms of Clause 6.4.1.4.
7. The determination of additional or reduced costs arising from changes in legislation in terms of Clause 6.8.4.
8. The agreeing of the adjustment of the sums for general items in terms of Clause 6.11.
9. Authorizing the Contractor to repair and make good excepted risks in terms of Clause 8.2.2.2.

**Clause 4.3: Legal Provisions**

Add the following Clauses after Clause 4.3.2:

- 4.3.3 The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (No. 85 of 1993) and the Construction Regulations promulgated thereunder, as well as any further requirements stipulated in this contract document.
- 4.3.4 The Contractor shall provide proof to the Employer, within 14 days of the Commencement Date, that he/she has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993).

**Clause 5.3: Commencement of Works**

The Contractor shall commence executing the Works within 14 days from the Commencement Date.

Notwithstanding the above, the Contractor will not be permitted to commence executing the Works before the Form of Guarantee and required insurances and other specified items have been submitted and approved.

**Clause 5.4: Access to the Site**

*Add the following clause after Clause 5.4.3:*

5.4.4 The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his/her own cost any additional facilities outside the Site required by him/her for the purposes of the Works.

**Clause 5.5.1: Time for Practical Completion**

The Works shall be completed within the time frame stipulated or tendered (as applicable) on the Summary of the Bill of Quantities, exclusive of the special non-working days and the year-end break and inclusive of the 14 day period referred to in Clause 5.3 above.

**Clause 5.6.1: Programme of Works**

The Contractor shall deliver the programme of work within 14 days of the Commencement Date. The programme shall clearly show the order in which the Contractor proposes to carry out the work, including the critical path, the proposed rate of progress and a linked cash flow forecast. The programme shall be updated monthly.

**Clause 5.8: Non-Working Times**

The special non-working days are the days falling in the year-end break and all gazetted public holidays falling outside the year end break.

The year-end break commences on 15 December 2022 and ends on 13 January 2023.

**Clause 5.9: Instructions**

*Add the following Clauses after Clause 5.9.7:*

5.9.8 Tender Drawings shall be used for tender purposes only and shall not be used for construction.

The Engineer shall have full power and authority to supply to the Contractor from time to time during the progress of the Works copies of such further drawings and such instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the Works, which the Contractor shall carry out and be bound by.

**Clause 5.12.2.2: Extension of Time**

Regardless of the cause of any delay an extension of time will only be considered if it can be shown that the activity delayed is on the critical path indicated on the Programme of Works (Clause 5.6.1).

No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal Climatic Conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the provisions of that Clause.

The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts work on the critical path.

January	12 days	May	4 days	September	7 days
February	10 days	June	2 days	October	10 days
March	10 days	July	2 days	November	11 days
April	4 days	August	5 days	December	12 days

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Should an extension of time be granted by the Engineer such extension of time will be added to the Time for Completion or set against any over-provision that may have occurred in the abovementioned schedule.

It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.

**Clause 5.12.3: Adjustment to General Items**

*Add the following to Clause 5.12.3*

The cost of time related general items will be calculated on the basis of the number of days in Clause 5.5.1.

**Clause 5.13.1: Penalty for Delay**

The penalty for failing to complete the Works on time is 0.05% of the total Tender Sum per calendar day.

---

**Clause 6.2: Security**

The Deed of Guarantee is to be delivered to the Employer within 14 days of the Commencement Date.  
The Performance Guarantee shall be worded as set out in the document included in C1.3.  
The liability of the guarantee shall be for 10% of the Contract Price.

**Clause 6.8.2: Contract Price Adjustment**

*Add the following to Clause 6.8.2:*

The Contract Price shall not be subject to contract price adjustment.

**Clause 6.8.3: Variation in Cost of Special Materials**

Price adjustments for variations in the costs of special materials are not allowed.

**Clause 6.10.1.5: Interim Payments – Materials on Site**

The percentage advance on materials on site but not yet built into the Permanent Works is 80% (eighty percent).

**Clause 6.10.3: Retention Money**

The percentage retention on the amounts due to the Contractor is 10% (ten percent). The limit of retention is 5% of the Contract Price, including allowances for contingencies.

**Clause 6.10.5: Payment of Retention Money**

*In the second line, delete the words “ .. one half of the retention money shall become due and paid to the Contractor when the Engineer shall have issued a Certificate of Completion in terms of Clause 5.14.4 and the other half when the Engineer ..” and replace with the words “.. the full limit of retention money shall be held until the Engineer ..”*

**Clause 6.10.5.1**

*In the sixth line, delete the words “ .. of the second half ..”*

**Clause 6.10.6: Set-Off and Delayed Payments**

A guarantee in lieu of retention is not permitted.

**Clause 8.6.1: Insurances**

**Clause 8.6.1.1.2**

The value of the materials supplied by the Employer to be included in the insurance sum is R0.00 -Nil.

**Clause 8.6.1.1.3**

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R0.00 -Nil.

**Clause 8.6.1.3**

The limit of indemnity for liability insurance is R5 000 000.00 for any single claim – the number of claims to be unlimited during the construction.

**Clause 8.6.1.5: Additional Insurance**

Additional Insurance is required for the following:

- a) Insurance of Construction Plant and Equipment (including tools, offices and other temporary structures and contents) and all other items (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
- b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993.
- c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.

- d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.
- e) The insurance policy held by the Contractor shall cover "wet risks" because a portion of the works will be in the confines of an existing river and stormwater channel.
- f) Professional Indemnity Insurance providing cover in an amount of not less than R5 000 000.00 in respect of each and every claim. This insurance shall remain in force after completion of this contract for a period of not less than 1 (one) year.

**Clause 8.6.6: Proof of Payment**

*Add the following:*

The contractor shall within 14 days of the Commencement Date provide the Employer/Engineer the relevant policy or policies of insurance.

**Clause 9.2.1: Termination by the Employer**

*Add the following Clauses after Clause 9.2.1.3.7:*

- 9.2.1.3.8 The Contractor fails to provide the required Guarantee and insurances within the prescribed time.
- 9.2.1.3.9 The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.
- 9.2.1.3.10 An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.

**Clause 10.5 and 10.6: Dispute Resolution**

Dispute resolution shall be by standing adjudication panel or ad-hoc adjudication.

**ADDITIONAL CONDITIONS OF CONTRACT**

*The additional Conditions of Contract are:*

**Clause 11: Contractor to Provide Everything Necessary**

The Contractor is to provide all labour, material, workmanship, machinery and everything which is or may be necessary in and for the execution and entire completion of the Contract in accordance with the Conditions of Contract, Drawings and Scope of Work.

**Clause 12: Details to be Confidential**

The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without prior written consent of the Engineer.

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**Part 2: Data Provided by the Contractor**

**Clause 1.2.1: Delivery of Notices**

The name of the Contractor is .....

The address of the Contractor is .....

Physical Address

Postal Address

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

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

Telephone: .....

Fax:.....

Email: .....

**SIGNED ON BEHALF OF/BY THE TENDERER:**

**NAME**

**SIGNATURE**

**CAPACITY**

**DATE**

RAY NKONYENI MUNICIPALITY

NOTICE NO: 178 of 2022

TENDER NO: 8/2/RNM0392

### C1.3. Performance Guarantee

#### GUARANTOR DETAILS AND DEFINITIONS

“Guarantor: ..... means:

Physical ..... address:

“Employer” means: **RAY NKONYENI MUNICIPALITY**

“Contractor” ..... means:”

“Engineer” means: **SPK Engineers (Pty) Ltd**

“Works” ..... means:

“Site” ..... means:

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

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

Amount ..... in ..... words:

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

Amount ..... in ..... words:

“Expiry ..... Date” ..... means:

#### CONTRACT DETAILS

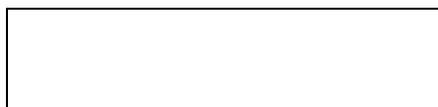
Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

#### PERFORMANCE GUARANTEE

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
  - 3.1. any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
  - 3.2. its obligation under this Performance Guarantee is restricted to the payment of money.

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
  - 4.1. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
  - 4.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
  - 4.3. A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
  - 5.1. the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
  - 5.2. a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
  - 5.3. the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his/her affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his/her release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa, the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

**SIGNED AT:**.....





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<p><b>GUARANTOR (1)</b></p>  <p><b>DATE</b></p>	<p><b>SIGNATURE</b></p>  <p><b>CAPACITY</b></p>
<p><b>GUARANTOR (2)</b></p>	<p><b>SIGNATURE</b></p>
<p><b>DATE</b></p>	<p><b>CAPACITY</b></p>
<p><b>WITNESS (1)</b></p>	<p><b>SIGNATURE</b></p>
<p><b>WITNESS (2)</b></p>	<p><b>SIGNATURE</b></p>

RAY NKONYENI MUNICIPALITY  
NOTICE NO: 178 of 2022  
TENDER NO: 8/2/RNM0392

### C1.4. Occupational Health and Safety Agreement

**AGREEMENT MADE AND ENTERED INTO BETWEEN RAY NKONYENI MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND**

.....  
(Contractor/Mandatory/Company/CC Name)

**IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.**

I, .....

Representing....., as an employer in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number: .....

OR Compensation Insurer: ..... Policy No.: .....

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an Occupational Health and Safety Agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at ..... on the ..... day of ..... 20.....

**SIGNED BY/ON BEHALF OF CONTRACTOR - MANDATORY**

**NAME**

**SIGNATURE**

**DATE**

**SIGNED BY WITNESS:**

**NAME**

**SIGNATURE**

**DATE**

Signed at ..... on the ..... day of ..... 20.....

**SIGNED BY/ON BEHALF OF RAY NKONYENI MUNICIPALITY**

**NAME**

**SIGNATURE**

**DATE**

**SIGNED BY WITNESS:**

**NAME**

**SIGNATURE**

**DATE**

**Occupational Health and Safety Conditions**

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he/she, his/her employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his/her employees and/or his/her sub-contractor/s.
11. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

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## Part C2: Pricing Data and Bill of Quantities

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RAY NKONYENI MUNICIPALITY

NOTICE NO: 178 of 2022

TENDER NO: 8/2/RNM0392

## C2.1. Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of the COLTO Standard Specifications (1998 edition).
2. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	per cent	m <sup>2</sup> .pass	=	square metre-pass
h	=	hour	m <sup>3</sup>	=	cubic metre
ha	=	hectare	m <sup>3</sup> .km	=	cubic metre-kilometre
kg	=	kilogram	MN	=	meganewton
kℓ	=	kilolitre	MN.m	=	meganewton-metre
km	=	kilometre	MPa	=	megapascal
km-pass	=	kilometre-pass	No.	=	number
kPa	=	kilopascal	Prov sum	=	Provisional sum
kW	=	kilowatt	P C sum	=	Prime Cost sum
ℓ	=	litre	sum	=	lump sum
m	=	metre	t	=	ton (1 000 kg)
mm	=	millimetre	W/day	=	Work day
m <sup>2</sup>	=	square metre			

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
4. The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices shall be used as a basis for assessment of payment for additional work that may have to be carried out.
5. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.sabs.co.za](http://www.sabs.co.za) or [www.iso.org](http://www.iso.org) for information on standards).
6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.
7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
8. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
10. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
11. Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the SANS 1200 Standardised Specifications.

RAY NKONYENI MUNICIPALITY  
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## C2.2. Bill of Quantities

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SECTION 1200

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	BILLED AMOUNT
<b>1200</b>	<b>GENERAL REQUIREMENTS AND PROVISIONS</b>				
12.02	<b>Relocation of services</b>				
	(a) Dealing with existing services				
	(i) Relocation of Eskom Power Lines	Prov Sum	1,00	5 000	5 000,00
	(ii) Water Mains	Prov Sum	1,00	5 000	5 000,00
	(iii) Relocation of Telkom lines	Prov Sum	1,00	5 000	5 000,00
	(iv) Any other services	Prov Sum	1,00	5 000	5 000,00
	(b) Contractor's handling costs, profit and all other charges in respect of Sub-items B12.01(a) above:	%	20 000,00		
12.02	<b>Training:</b>				
	(a) Allowance for Mentoring of Subcontractor (by the Main Contractor)	Prov Sum	1,00	30 000,00	30 000,00
	(b) Allowance for Supervision of the Sub Contractor	Month	2,00	25 000,00	50 000,00
	(c) Contractor's handling costs, profit and all other charges in respect of Subitems 12.02(a) and (b) above:	%	80 000		
12.03	Trainee Student				
	(a) Appointment of local trainee student for the duration of the project.	Prov Sum	1	36 000,00	36 000,0
	(b) Extra over item 12.03 (a) for contractor's overheads, administration charges and cost	%	36 000,00		
12.04	Community Liason Officer				
	(a) Salary of Community Liason Officer	Prov Sum	1	33 000,00	33 000,0
	(b) Extra over item 12.04 (a) for contractor's overheads, administration charges and cost	%	33 000,00		
12.05	Compliance with OHS Act (Act 85 of 1993)				
	(a) Compliance with Occupational and Safety (Act 85 of 1993) and all relevant and applicable Regulations, especially the construction Regulations,2003 as promulgated on the 18 of July 2003 under Section 43 of the Occupational Health and Safety Act (Act 85 of 1993), including all amendments as amended from time to time for the duration of the contract	-	Lump		
	(b) Provision of an OH & S Plan in terms of clause 5 of the schedule,prior to the commencement of works as well as full consolidated copy of such plan at the completion of a record of all drawings,designs,copies of statutory appointment material used and other similar information	-	Lump		
	(e) Registration with Compensation Fund or Approved /licenced compensation insurer	Month	6		
<b>1200</b>	<b>TOTAL CARRIED FORWARD TO SUMMARY</b>				

SECTION 1300

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	BILLED AMOUNT
1300	<b>CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</b>				
13,01	The Contractor's general obligations:				
	(a) Fixed obligations	-	lump		
	(b) Value-related obligations	-	lump		
	(c) Time-related obligations	month	6		
1300	<b>TOTAL CARRIED FORWARD TO SUMMARY</b>				

SECTION 1400

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
14.02	<b>HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL</b>				
	<b>Furnished office (20 m2 office) with air conditioning and meeting facility for 12 persons</b>				
	(i) Fixed cost	Sum	1,00		
	(ii) Running cost	Month	6		
	b) Carports for Engineer (2 off)	Sum	1,00		
	c) DCP and Survey equipment	Sum	1,00		
	d) Name Board (2 off)	No	2,00		
	e) Laptop Computer and A3 printer, including MS Word, MS Excel and MS project software, 4G Connetion and digital camera	Prov Sum	1,00	30 000,00	30 000,00
	Contractor's Mark on provision of item ( e)	%	30 000,00		
	14.05	<b>Provision for the use of independent laboratory test for the Engineer</b>			
(a) Provision for the use of independent laboratory test for the Engineer		Prov Sum	1,00	50 000,00	50 000,00
(b) Contractor's handling cost, profit and other charges in respect of item B14.12 (a)		%	50 000,00		
1400	<b>TOTAL CARRIED FORWARD TO SUMMARY</b>				

**SECTION 1600**

ITEM NO		UNIT	QTY	RATE	BILLED AMOUNT
<b>1600</b>	<b>EARTHWORKS</b>				
16.01	Clear and strip site (removal of trees and other scheduled obstructions)	m <sup>2</sup>	3500		
16.02	Excavate in all materials for abutments and stockpile within freehaul distance	m <sup>3</sup>	320		
16.03	Excavate in all materials for abutments and spoil within freehaul distance	m <sup>3</sup>	105		
16.04	Extra-over items 8.3.2a and b for excavation in: a) Hard rock material	m <sup>3</sup>	55		
16.05	Import granular material from commercial source for approach slab and abutment backfill	m <sup>3</sup>	85		
16.06	Rock Fill from Commercial Source for foundation as per SABS 1200 DM	m <sup>3</sup>	75		
16.07	Backfill against abutment and footing with excavated material compacted to 95 % mod AASHTO	m <sup>3</sup>	320		
16.09	Backfill against abutment and footing with imported material compacted to 98 % mod AASHTO	m <sup>3</sup>	45		
16.10	Fill and compact below approach walkways to 98 % mod AASHTO with imported material	m <sup>3</sup>	30		
<b>1600</b>	<b>TOTAL CARRIED FORWARD TO SUMMARY</b>				

SECTION 1700

ITEM NO		UNIT	QTY	RATE	BILLED AMOUNT
<b>1700</b>	<b>GABIONS AND PITCHING (WORK TO BE DONE BY THE SUB CONTRACTOR)</b>				
A 1700	<u>GABIONS</u>				
17.01	Surface preparation for bedding of gabions	m <sup>2</sup>	120		
17.02	Install Gabions using galvanised wire mesh cages a) Grouted gabions shaped according to slope, sizes as per drawing	m <sup>3</sup>	60		
17.03	Geotextile (Type A4 or similar) placed where ground water seepage occurs	m <sup>2</sup>	520		
B 1700	<u>STONE PITCHING</u>				
17.04	Grouted pitching with nominal diameter 200 mm rocks in 100 mm cement backing on slope of fill where shown on drawings	m <sup>2</sup>	120		
17.05	Import unweathered rock material of nominal diameter 200 mm for gabions and stone pitching	m <sup>3</sup>	75		
<b>1700</b>	<b>TOTAL CARRIED FORWARD TO SUMMARY</b>				

SECTION 1800

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	BILLED AMOUNT
<b>1800</b>	<b>DAYWORKS</b>				
B18.01	Personnel				
	(a) Unskilled labour	h	40		
	(b) Semi-Skilled labour	h	40		
	(c) Skilled labour	h	40		
	(d) Ganger	h	40		
B18.02	Plant				
	(a) Tipper Trucks				
	(i) 3 - 5 ton	h	9		
	(ii) 5.1 - 10 ton	h	9		
	(b) Loader (0.5m3 bucket)	h	9		
	(d) Vibratory roller	h	9		
B18.03	<b>Materials</b>				
	(a) Procurement of materials	Prov Sum	1	15 000,00	15 000,00
	(b) Contractor's handling costs, profit and all other charges in respect of subitem B18.03(a)	%	15 000,00		
<b>1800</b>	<b>TOTAL CARRIED FORWARD TO SUMMARY</b>				

SECTION 1900

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	BILLED AMOUNT
<b>A 1900</b>	<b>CONCRETE FORMWORK AND REINFORCEMENT</b>				
19.01	Rough off-shutter F1 finish: a) Footings	m <sup>2</sup>	35		
19.02	Smooth F2 Finish: a) Abutment and Piers	m <sup>2</sup>	125		
	b) Sides of Deck and Bottom and approach slab	m <sup>2</sup>	40		
19.03	Permanent formwork, galvanized Bond-lok 42 x 1.5	m <sup>2</sup>	63		
<b>B1900</b>	<b>REINFORCEMENT</b>				
19.04	Mild steel bars of any diameter including galvanising	t	0,5		
19.05	High-tensile steel bars of any diameter	t	10		
19.06	High-tensile steel welded mesh Type reference 193 for walkway	m <sup>2</sup>	180		
19.07	Extra-over item 8.3.1 for Drilling and Grouting in 30mm diameter holes Galvanised Y25 Rock Anchors 1.5m into rock using Epidermix 395 or similar approved.	No.	40		
<b>1900</b>	<b>TOTAL CARRIED FORWARD TO SUMMARY</b>				-

SECTION 2000

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	BILLED AMOUNT
2000	<b>CONCRETE</b>				
20.01	Blinding layer of Class 15/19 in minimum 50mm thickness	m <sup>2</sup>	35		
20.02	Mass concrete of Class 15/19 for fill	m <sup>3</sup>	12		
20.03	Strength concrete: Class 40/19				
	a) footings	m <sup>3</sup>	30		
	b) Abutment and piers	m <sup>3</sup>	22		
20.04	Strength concrete: Class 30/19				
	a) Approach slab ( to be done by subcontractor)	m <sup>3</sup>	6		
	b) 100mm Concrete Walkway Slabs as per the drawing	m <sup>3</sup>	21		
	c) 150mm thick, 2mm H.D.G Bond - LOK Slab with 30MPa Fibre Reinforced Concrete Deck	m <sup>3</sup>	13		
	d) 100mm thick Concrete V-Drains with the Kaytech Flo-Drain (to be done by the sub contractor)	m <sup>3</sup>	3		
20.05	Unformed surface:				
	a) U1 finishes top of footings - wood floated	m <sup>2</sup>	45		
	b) U2 finishes for walkway faces - wood floated	m <sup>2</sup>	115		
20.06	joints between deck walkway and approach slab	m	15		
20.07	underneath bearings with a non-shrinkage grout	no	12		
2000	<b>TOTAL CARRIED FORWARD TO SUMMARY</b>				

SECTION 2100					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	BILLED AMOUNT
<b>2100</b>	<b>STEELWORK</b>				
	<u>SUPPLY, FABRICATION, DELIVERY AND ERECTION</u>				
21.01	Preparation of shop detail drawings	t	6,3		
21.02	Supply, fabrication, delivery and erection of steelwork (including welding and bolting)				
	a) All diagonals from hot-rolled angle sections (as per drawing)	t	1		
	b) All verticals and walkway platform from hot-rolled I- sections	t	1,9		
	c) Handrailing and base profile from hot-rolled channel sections	t	3,8		
	d) Connections plates (walkway platform)	Sets	78		
	e) Connection plates (handrailing)	Sets	78		
21.03	Expanded banded metal Mesh Flatex 346/VEM 6320H or similar approved - welded to sideframe (before being hot dip galvanized).	m2	141		
21.04	Testing of welds	Sum	1		
21.05	Hot-dip galvanised corrosion protection (including surface preparation)	t	6,3		
	<u>SUNDRY ITEMS</u>				
21.06	Bearings, Honel linear tilt sliding bearings or similar approved (including installation):				
	a) 100 kN uni-directional	No.	4		
	b) 100 kN multi-directional	No.	8		
<b>2100</b>	<b>TOTAL CARRIED FORWARD TO SUMMARY</b>				

SECTION 2200

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	BILLED AMOUNT
<b>2200</b>	<b>CONCRETE PILING</b>				
22.01	<u>PRELIMINARY OPERATIONS</u> Establishment and destabishment on site for piling	Sum	1		
22.02	<u>PILING</u> Auger or bore holes for 300mm dia. Piles including temporary and permanent casings, concrete casting, through material in the following successive depth ranges:				
	0-10m	m	40		
	10-15m	m	60		
22.03	Auger or bore holes for 400mm dia. Piles including temporary and permanent casings, concrete casting, through material in the following successive depth ranges:				
	0-10m	m			Rate Only
	10-15m	m			Rate Only
22.04	Auger or bore holes for 400mm dia. Piles including temporary and permanent casings, concrete casting, through material in the following successive depth ranges:				
	0-10m	m			Rate Only
	10-15m	m			Rate Only
22.05	Extra-over item 8.2.1 to form, auger, and bore piles holes through identified obstructions (irrespective of depth) consisting of: Coarse gravel with matrix content less than 50% Boulders, max size 200mm Decomposed dolerite rock foundations	m m m			Rate Only Rate Only Rate Only
22.06	Extra-over item 8.2.2 to form, auger, and bore piles holes through identified obstructions (irrespective of depth) consisting of: Coarse gravel with matrix content less than 50% Boulders, max size 200mm Decomposed dolerite rock foundations	m m m			Rate Only Rate Only Rate Only
22.07	Extra-over item 8.2.3 to form, auger, and bore piles holes through identified obstructions (irrespective of depth) consisting of: Coarse gravel with matrix content less than 50% Boulders, max size 200mm Decomposed dolerite rock foundations	m m m			Rate Only Rate Only Rate Only
22.08	<u>TESTING</u> Pile load testing and integrity	No.	8		
<b>2200</b>	<b>TOTAL CARRIED TO SUMMARY</b>				

<b>FINAL SUMMARY</b>		
<b>Section</b>	<b>Description</b>	<b>Billed Amount</b>
<b>1200</b>	GENERAL REQUIREMENTS AND PROVISIONS	
<b>1300</b>	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATION	
<b>1400</b>	HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL	
<b>1600</b>	EARTHWORKS	
<b>1700</b>	GABIONS AND PITCHING	
<b>1800</b>	DAYWORKS	
<b>1900</b>	CONCRETE FORMWORK	
<b>2000</b>	CONCRETE	
<b>2100</b>	STEELWORK	
<b>2200</b>	CONCRETE PILING	
	Sub Total	
	Add 10% contingencies	
	<b>Sub Total</b>	
	Add 15% VAT	
	<b>TOTAL</b>	

Signed on behalf of the Tenderer.....(Signature)

Date: .....

Tenderer's Name: ..... (Company Name)

COMPANY STAMP

RAY NKONYENI MUNICIPALITY  
NOTICE NO: 178 of 2022  
TENDER NO: 8/2/RNM0392

## Declaration

(In respect of completeness of Tender)

RAY NKONYENI MUNICIPALITY  
10 Connor Street  
Port Shepstone  
4240

I/we, the undersigned, do hereby declare that these are the properly priced Bill of Quantities forming Part C2.2 of this Contract Document comprising 28 pages + the Bill of Quantities comprising 10 pages in consecutive order upon which my/our tender for the **TENDER NO.:8/2/RNM0392 – CONSTRUCTION OF MAZUBANE/DIKWE PEDESTRIAN BRIDGE IN WARD 20** has been based.

**SIGNED BY/ON BEHALF OF TENDERER**

**NAME**

**SIGNATURE**

**DATE**

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## Part C3: Scope of Work

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### Status

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Specification(s) forming part of this contract or any drawings, the order of precedence, unless otherwise specified, is:

Drawings  
Scope of Work  
Specifications

**RAY NKONYENI MUNICIPALITY**

**NOTICE NO: 178 of 2022**

**TENDER NO: 8/2/RNM0392**

## **C3.1. Description of the Works**

### **C3.1.1 Employer's Objectives**

As part of its service delivery mandate the Ray Nkonyeni Municipality intends to appoint a Contractor to undertake the Construction Of Mazubane/Dikwe Pedestrian Bridge In Ward 20. The project is aimed at improving the socio economic conditions of the community by providing pedestrian bridge to connect Mazubane area and Dikwe area. The works are to be partly executed using labour intensive methods by making use of local resources, where possible.

### **C3.1.2 Overview of the Works**

The project is located in Ward 20 connecting Mazubane area and Dikwe area under Ray Nkonyeni Municipality within Ugu District Municipality. The pedestrian bridge is intended to connect the nearby areas. The site for the Construction of Mazubane/ Dikwe pedestrian bridge will be in ward 20 in Bhobhoyi area of Ray Nkonyeni Municipality. The village is approximately 6km West of Port Shepstone Town along the N2 highway in the direction to Harding town. The coordinates of the river crossing point where the Pedestrian bridge is required are **30°44'5.49"S; 30°23'14.17"E**.

The project is for the construction of a 54m long pedestrian bridge, which comprises of composite slab (on a permanent steel shuttering) supported by a framed structural steel trusses, reinforced concrete piers and abutments within the Ray Nkonyeni Municipal area. The project will be constructed using conventional construction methods. The position of the structure is indicated on the Locality Plan attached.

The general scope of works includes but not limited to the following:

- Clearing and grubbing;
- The establishment on site of the Contractor's campsite;
- Provision of offices for the Employer's Agent's site personnel. It is not required to establish a site laboratory for the Employer's Agent's site personnel, as it is envisaged that the acceptance control be undertaken by an established commercial laboratory in Durban. The contractor remains responsible for his production control testing as required per the standard (plus any special) project specifications.
- The supply of plant, labour, tools, equipment and materials necessary to complete the work;
- Setting out of the works;
- Accommodation of traffic and maintaining temporary deviations;
- Earthworks;
- Piling
- Cast of concrete for the walkway and supporting piers of the pedestrian bridge;
- Construction of 1.2m wide and 150mm thick concrete slab for the pedestrian walkway
- Installation of structural steel handrails
- Construction of Concrete drains
- Grouted stone pitching
- Installation of gabion mattresses and reno-mattresses for erosion protection on the existing stream.
- Protection of works and
- Landscaping, Finishing off and removal of site establishment.

### **C3.1.3 Extent of the Works**

The work that is to be carried out under the contract is as provided for in the Bill of Quantities, Drawings and project particular specifications. However, if during the course of construction conditions are found to differ from those anticipated, the Employer's Agent reserves the right to modify the scope of the work to suit the prevailing conditions and circumstances. Variations introduced in this manner will be dealt with in accordance with the General Conditions of Contract (GCC) 2015 3<sup>rd</sup> Edition as published by South African Institute of Civil Engineering (SAICE). The standard specifications on which this contract is based are the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998 edition.

The work to be undertaken by the Contractor includes, but is not limited to, the following:

❖ **General:**

The following general items will be included in the contract:

- The establishment on site of the Contractor's campsite;
- Provision of offices for the Employer's Agent's site personnel. It is not required to establish a site laboratory for the Employer's Agent's site personnel, as it is envisaged that the acceptance control be undertaken by an established commercial laboratory. The contractor remains responsible for his production control testing as required per the standard (plus any special) project specifications;
- The supply of plant, labour, tools, equipment and materials necessary to complete the work;
- Setting out of the works;
- Accommodation of traffic and maintaining temporary deviations;
- Clearing and grubbing of the site;
- Sourcing of borrow material including haulage;
- Cast of concrete for the walkway and supporting piers of the pedestrian bridge;
- Construction and assembling of steel covering as specified;
- Construction of 1.5m wide and 150mm thick concrete slab for the pedestrian walkway including installation of timber handrails
- Protection of works and
- Finishing off and removal of site establishment.

❖ **Concrete surfacing:**

- Out of the entire road length, 680m will have concrete surfacing.
  - 100mm Concrete walkway slab of 25MPa/19mm
  - 150mm in-situ material scarified and re-compacted to 93% Mod AASHTO Density

❖ **Stormwater Drainage System:**

- The structure should be constructed to ensuring that it is self-draining.

❖ **Gabions and Reno-mattresses:**

- 1m x 1m x 1m gabions will be used on the downstream of the existing low-level bridge.
- 6m x 1m x 0.3m reno-mattresses will be used on the upstream of the existing low-level bridge and will cover an area of 310m<sup>2</sup>.

#### **C3.1.4 Location of the Works**

The proposed site for the Construction of Mazubane/ Dikwe pedestrian bridge will be in ward 20 in Bhubhoi area of Ray Nkonyeni Municipality. The village is approximately 6km West of Port Shepstone Town along the N2 highway in the direction to Harding town. The coordinates of the river crossing point where the Pedestrian bridge is required are

- 30°44'8.9"S;
- 30°23'54.0"E.

#### **C3.1.5 Description of Site and Access**

The site can be easily accessed via N2 from Port Shepstone. N2 runs past Marburg area. From Marburg continue via N2 for about 6.7km and take a left turn to Boboyi and travel approximately 1km to site.

#### **C3.1.6 Temporary Works**

The Contractor will be responsible for accommodation of traffic. It is anticipated that residents will be disrupted as little as possible and will have access to their houses as far as possible. Note that Councillors and residents will be informed well in advance via the CLO and Contractor.

Temporary works will comprise of dealing with stream whilst constructing Piling, pile caps and installing gabions and reno-matresses.

RAY NKONYENI MUNICIPALITY

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## C3.2. Engineering

### C3.2.1 Design Services and Activity Matrix

The responsibilities for design are as follows:

Permanent works :	
Concept, feasibility and overall process	Employer
Basic engineering and detail layouts to tender stage	Employer
Final design to approved for construction stage	Employer
Temporary works	Contractor
Preparation of as-built drawings	Contractor

- The Employer 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 record drawings

### C3.2.2 Employer's Design

The entire Permanent Works have been designed by the Employers representative, i.e. the Engineer

### C3.2.3 Design Brief

The Contractor will supply a typical layout for accommodation of traffic. Any alterations to this layout need to be approved by the Engineer and Employer.

### C3.2.4 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 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 record drawings, must be submitted to the Engineer's Representative before a Certificate of Completion will be issued.

The Drawings prepared by the Employer for the permanent Works are listed and bound in a separate volume. The Employer reserves the right to issue amended and/or additional drawings during the Contract.

### C3.2.5 Design Procedures

All statutory requirements shall be taken into consideration.

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RAY NKONYENI MUNICIPALITY  
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### **C3.3. Procurement**

#### **C3.3.1 Preferential Procurement Procedures**

##### **C3.3.1.1 Requirements**

The Preferential Procurement Procedures are detailed in C1.3 (Tenderer's Direct Participation of Targeted Labour) and C1.4 Tenderer's Direct Participation of Targeted Enterprises.

##### **C3.3.1.2 Resource Standard Pertaining to Targeted Procurement**

- SANS 1914-1:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Enterprises
- SANS 1914-2:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Partners in Joint Ventures
- SANS 1914-3:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Enterprises and Targeted Partners in Joint Ventures
- SANS 1914-4:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Enterprises and Targeted Labour (local resources)
- SANS 1914-5:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Labour
- SANS 1914-6:2002 Targeted Construction Procurement Part 1 – Participation of Targeted Enterprises in Concession Contracts

#### **C3.3.2 Subcontracting**

##### **C3.3.2.1 Scope of Mandatory Subcontract Works**

No requirements specified.

##### **C3.3.2.2 Preferred Subcontractors / Suppliers**

No requirements specified.

##### **C3.3.2.3 Subcontracting Procedures**

SubContractors shall be appointed in line with Clause 4.4 of the General Conditions of Contract (GCC 2015) and were required / necessary a subcontractor shall be selected in consultation with the Employer.

Subcontractors shall submit their Health and Safety Plan to be approved by the Engineer.

##### **C3.3.2.4 Attendance on Subcontractors**

The provisions of Clause 4.4 of the General Conditions of Contract (GCC 2015) shall be applicable.

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RAY NKONYENI MUNICIPALITY  
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## **C3.4. Construction**

### **C3.4.1 Works Specifications**

The following specifications shall apply for the construction of the Works.

#### **C3.4.1.1 Applicable Specification**

The specification for the contract is the COLTO Standard Specification for Road and Bridge Works for State Authorities 1998 (Green Book) for Civil Engineering Construction.

The term "project specification" must be replaced by "scope of works" wherever it appears in these standardised specifications.

The term "Engineer" must be replaced by "Employer's Agent" wherever it appears in these standardised specifications.

#### **C3.4.1.2 Particular Specifications**

Refer to C3.5.

#### **C3.4.1.3 Certification by Recognised Bodies**

Certified by the CIDB

### **C3.4.2 Plant and Materials**

#### **C3.4.2.1 Plant and Materials Supplied by the Employer**

None

#### **C3.4.2.2 Materials, Samples and Shop Drawings**

All materials are to be tested by a commercial laboratory.

### **C3.4.3 Construction Equipment**

#### **C3.4.3.1 Requirements for Equipment**

The Contractor is required to use plant and equipment that is sufficient for the construction of bridges and the ancillary works.

#### **C3.4.3.2 Equipment Provided by the Employer**

None

### **C3.4.4 Existing Services**

#### **C3.4.4.1 Known Services**

All known services are shown on the Construction Drawings. However all existing service should be proven prior to construction. The onus still lies with the Main Contractor to ensure that no services are damaged during the construction period.

#### **C3.4.4.2 Treatment of Existing Services**

It is envisage that some of the existing services may require temporary or permanent relocation. The relevant local authorities should be contacted before relocating any services.

#### **C3.4.4.3 Use of Detection Equipment for the Location of Underground Services**

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Not applicable.

#### **C3.4.4.4 Damage To Services**

It is the responsibility of the Contractor to ensure that no services are damaged during the construction process. In case the known services indicated on the drawings are damaged, the main Contractor shall be responsible for the repair off the services to the original state before it was damaged, as well as all cost associated with the damaged service

#### **C3.4.5 Site Establishment**

##### **C3.4.5.1 Services and Facilities Provided by the Employer**

###### **(a) Water Source**

A potable water supply is available in the vicinity of the Site. Should the Contractor wish to utilise such water supply, he/she shall be responsible for making his own arrangements with the responsible water supply authority for the supply of all water that he may require from such reticulation network for construction purposes as well as for domestic consumption.

If so required by the responsible water supply authority, the Contractor shall further be responsible, at his own cost, for making or otherwise providing metered connections to the available services at the positions specified by the water authority, as well as for the removal of such connections on completion of the Contract.

No warranty is offered or given by the Employer that the existing available reticulated water supply will necessarily be adequate for the Contractor's purposes nor that such supply is in any way guaranteed.

All charges as may be levied by the responsible water supply authority in respect of water consumed by the Contractor shall be for the Contractor's account and payment to the Contractor in respect thereof shall, in accordance with the provisions of subclause, be deemed to be included in the sums tendered by the Contractor for the various items listed in the Bill of Quantities, as well as in the rates tendered by the Contractor for the various other items listed in the Bill of Quantities which require the consumption of water.

The Contractor shall, when reasonably required by the Engineer, produce documentary proof that all amounts as may have become due and payable by the Contractor to the responsible water authority have been promptly paid in full.

###### **(b) Electricity supply**

A electrical power supply is available in the vicinity of the Site. Should the Contractor wish to avail himself of such supply, he shall, in accordance with the provisions of relevant subclause, and at his own cost, be responsible for making his own arrangements with the responsible electricity supply authority for the supply of all electrical power he may require from such reticulation network for construction purposes as well as for domestic consumption.

If so required by the responsible electricity supply authority, the Contractor shall, at his own cost, be responsible for making metered connections to the available services at the positions specified by the electricity supply authority, as well as for the removal of such connections on completion of the Contract.

No warranty is offered or given by the Employer that the existing available reticulated electrical power supply will necessarily be adequate for the Contractor's purposes nor that its supply is in any way guaranteed.

All charges as may be levied by the responsible water supply authority in respect of water consumed by the Contractor shall be for the Contractor's account and payment to the Contractor in respect thereof shall, in accordance with the provisions of subclause, be deemed to be included in the sums tendered by the Contractor for the various items listed in the Bill of Quantities, as well as in the rates tendered by the Contractor for the various other items listed in the Bill of Quantities which require the consumption of electricity.

The Contractor shall, when reasonably required by the Engineer, produce documentary proof that all amounts as may have become due and payable by the Contractor to the responsible electricity supply authority have been promptly paid in full.

###### **(c) Area for Contractor's site establishment**

The Contractor may erect his site offices and storage depot within the boundaries of the area indicated by the Engineer at the clarification meeting or during the site handover meeting.

The Contractor shall submit a general layout drawing to a scale of not less than 1:200 to the Engineer for approval before any work on the camp or offices is commenced.

No housing is available and the Contractor shall make his own arrangements to house his employees and transport them to and from the site. All arrangements for housing workmen shall be made in accordance with and subject to applicable regulations and requirements.

The Contractor shall use this area only for the purposes of erecting his site offices, workshops, stores and other facilities required for the execution of the Contract. The Contractor shall not use the area nor allow it to be used for any purposes not directly associated with the execution of the Contract.

The Contractor shall be responsible for arranging, at his own cost, for the provision of all services he may require in the area, as well as elsewhere on the Site.

Should the Contractor deem the area made available by the Employer to be inadequate or unsuitable for the Contractor's particular needs, then the Contractor shall be at liberty to make his own arrangements with the owners of other sites which he considers are better suited to his needs; provided always that the use by the Contractor of any area other than that made available to him by the Employer shall be subject to the prior written approval of the Engineer, which approval shall not be unreasonably withheld; and provided further that the Contractor shall have no claim against the Employer in respect of any costs incurred by him, either directly or indirectly in consequence of utilising any area other than that made available to him by the Employer, and which costs exceed those costs allowed for by the Contractor in his Tender.

#### **C3.4.5.2 Facilities Provided by the Contractor**

##### **(a) Facilities for the Engineer**

The Contractor shall provide on the Site, for the duration of the Contract and for the exclusive use of the Engineer and/or his Representative (as applicable), the various facilities described hereunder. All such facilities shall be provided promptly on the commencement of the Contract and failure on the part of the Contractor to provide any facility required in terms of this specification shall constitute grounds for the Engineer to withhold payment of the Contractor's tendered items until the facility has been provided or restored as the case may be.

The following are typical facilities to be provided:

- Office accommodation
- Site meeting venue
- Contract nameboards
- Survey equipment and assistants
- Electricity supply for the Engineer
- Site diary.

##### **(b) Water**

The Contractor shall, at his own expense, be responsible for obtaining and distributing all water as may be required for the purposes of executing the Contract, including water for both construction purposes and domestic use, as well as for making all arrangements in connection therewith. The Contractor shall further, at his own expense, be responsible for providing all necessaries for procuring, storing, transporting and applying water required for the execution of the Contract, including but not limited to all piping and other plant and equipment, as well as for all work and superintendence associated therewith.

The sources of all water utilised for the purposes of the Contract shall be subject to the prior approval of the Engineer, which approval shall not be unreasonably withheld.

The Contractor shall comply with all prevailing legislation in respect of drawing water from natural and other sources and shall, when required by the Engineer, produce proof of such compliance. The distribution of water shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

All water provided by the Contractor for construction purposes shall be clean, free from undesirable concentrations of deleterious salts and other materials and shall comply with any further relevant specifications of the Contract. The Contractor shall, whenever reasonably required by the Engineer, produce test results demonstrating such compliance. Water provided by the Contractor for human consumption shall be healthy and potable to the satisfaction of the health authorities in the area of the Site.

No separate payment will be made to the Contractor for the obtainment, distribution and consumption of water, the costs of which will be deemed to be included in the Contractor's tendered rates.

**(c) Electricity**

The Contractor shall, at his own expense, be responsible for obtaining and distributing all electricity as he may require for the purposes of executing the Contract, including electricity for both construction purposes and domestic use, as well as for making all arrangements in connection therewith.

The distribution of electricity shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

No separate payment will be made to the Contractor for the obtainment, distribution and consumption of electricity, the costs of which will be deemed to be in the Contractor's tendered rates and prices.

**C3.4.5.3 Storage And Laboratory Facilities**

No requirements are specified. A commercial laboratory will be utilised

**C3.4.5.4 Vehicles and Equipment**

No requirements are specified

**C3.4.5.5 Advertising Rights**

It is the Main Contractor's responsibility that no suppliers advertise on site. Any advertisement from suppliers shall be removed at the cost of the Main Contractor.

**C3.4.5.6 Notice Boards**

The main Contractor is allowed to place a Notice board on site. The maximum allowed size of this board should be as per the attached notice board drawing.

**C3.4.6 Site Usage**

The Contractors are not allowed to work outside the allowed working hours, as agreed with the Employer's Agent. The disturbance to the residence should be kept at a minimum.

**C3.4.7 Permits and Way Leaves**

Before construction of the Works, or any phase of the Works, the Contractor shall contact all relevant parties and authority officials to establish the existence of existing services on site. The Contractor shall be responsible for obtaining permission to proceed. No claims shall be lodged by the Contractor for delays in obtaining these permissions

**C3.4.8 Water for Construction Purposes**

The onus lies with the Main Contractor to source and pay for construction water. The quality of the construction water should be as specified is COLTO.

**C3.4.9 Survey Control and Setting Out of the Works**

The survey control points and setting out data is provided by the Employer. It is the Contractor's responsibility to ensure that the survey control points are correct and to use these control points for setting out.

**C3.4.10 Extension of Time Due to Abnormal Rainfall**

- (a) Regardless of the cause of any delay an extension of time will only be considered if it can be shown that the activity delayed is on the critical path indicated on the Works Programme.

- (b) No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal Climatic Conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the provisions of that Clause.
- (c) The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts work on the critical path.
  - 3 working days per month for the months of May to October
  - 2 working days per month for the months of November to April
- (d) Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Should an extension of time be granted by the Engineer such extension of time will be added to the Time for Completion or set against any over-provision that may have occurred in the abovementioned schedule.
- (e) It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.
- (f) Any extension of time in respect of wet climatic conditions granted in terms of this clause shall not be deemed to take into account delays experienced by the Contractor in repairing or reinstating damage to or physical loss of the Works arising from the occurrence of abnormal climatic conditions. Extension of time in respect of any such repairs or reinstatement regarding damage shall be the subject of a separate application for extension of time in accordance with the provisions of the Conditions of Contract.

#### C3.4.11 Features Requiring Special Attention

##### (a) Site Maintenance

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

##### (b) Subcontractors

All matters pertaining to subcontractors (including Nominated Subcontractors) and the work executed by them shall be dealt with directly between the Engineer and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The Engineer will not liaise directly with any Subcontractors nor will he issue instructions concerning the subcontract works directly to any Subcontractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the Subcontractors and the Engineer will not become involved.

##### (c) Access to Properties

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working.

If, as a result of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties.

Notwithstanding the foregoing, the Contractor may, with the prior approval of the Engineer (which approval shall not be unreasonably withheld), make arrangements with and obtain the acceptance of the occupiers of erven and properties to close off part of a street, road, footpath or entrance temporarily, provided that the Contractor duly notifies the occupiers of the intended closure and its probable duration, and reopens the route as punctually as possible. Where possible, such streets, roads, footpaths and entrances shall be made safe and reopened to traffic overnight. Such closure shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs, drums and other safety measures appropriate to the circumstances shall be provided by the Contractor to suit the specific conditions.

**(d) Existing Residential Areas**

Electricity and water supply interruptions in existing residential areas shall be kept to a minimum. The Engineer's approval shall be obtained prior to such interruptions and residents shall be notified in writing at least **24 hours** but not more than 48 hours in advance. Supplies shall be normalised by 16:00 on the same day.

**(e) Employment of Local Labour**

The Tenderer shall limit the utilisation of his permanently employed personnel to Key Personnel, such as Contracts Managers, Site Agents, Foremen, Supervisors, Plant Operators, Materials and Survey Technicians, Artisans, Trainers, Buyers, Storemen and the like should such expertise not be available out of the community.

The Tenderer shall make maximum use of the human resources existing in the local community. The Tenderers shall apply to the employment labour desk, conveyed by the Project Steering Committee for details of those labourers who are available in the area of work and he shall provide preference to those labourers identified by the Steering Committee.

The employment of labour from outside the local area will only be considered and permitted by the Engineer in the event of:

- the unavailability of sufficient numbers of local labourers to execute the work;
- the unavailability within the local community of the required skills necessary for the execution of specific portion of work, and where the completion period does not permit the creation of the necessary skills through training.

In both cases the Tenderer shall prove to the satisfaction of the Engineer that he has exercised his best endeavours and taken all reasonable actions to recruit local labour.

The Tenderer shall maintain accurate and comprehensive daily records of all labour engaged on the tender and shall submit to the Engineer at two weekly intervals detailed labour returns substantiating the actual numbers of labourers employed, the amounts actually paid in respect thereof, and details of the various activities undertaken by the labourers.

***The employment of casual labour will be done in co-operation with community leaders and local structures. The Tenderer shall ensure that all remuneration paid to employees is in line with the relevant sectorial determination in terms of the Basic Conditions of Employment Act, as determined by the Department of Labour.***

**(f) Monthly Statements and Payment Certificates**

The statement to be submitted by the Contractor in terms of the Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Engineer, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

For the purposes of the Engineer's payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Engineer for the purposes of accurately reflecting the actual quantities and amounts which the Engineer deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Engineer within three (3) normal workings days from the date on which the Engineer communicated to the Contractor the adjustments required. The Contractor shall submit to the Engineer five (5) sets of A4 size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting to the Engineer the requisite copies of the adjusted statement for the purposes of the Engineer's payment certificate will be added to the times allowed to the Engineer in terms of the Conditions of Contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

**(g) Construction in Restricted Areas**

Working space is sometimes restricted. The construction method used in these restricted areas largely depends on the Contractor's Plant. Notwithstanding, measurement and payment will be

strictly according to the specified cross-sections and dimensions irrespective of the method used, and the rates and prices tendered will be deemed to include full compensation for any difficulties encountered by the Contractor while working in restricted areas. No extra payment or any claim for payment due to these difficulties will be considered.

**(h) Notices, Signs, Barricades and Advertisements**

All notices, signs and barricades, as well as advertisements, may be used only if 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 instruct the Contractor to move any sign, notice or advertisement to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

**(i) Workmanship and Quality Control**

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide suitably qualified and 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 Works at all times.

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

The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Engineer for examination and measurement, the Contractor shall furnish the Engineer with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.

**(j) Survey Control and Setting Out of the Works**

Before commencement of work, the Contractor shall liaise with the Engineer to establish and verify the position and level of benchmarks, and the status of all boundary pegs. The Contractor shall record the exact position of all erf pegs on a marked-up print of the site.

On Completion of the contract, the pegs that have been unavoidably disturbed will be replaced by the Employer. Pegs which have, in the opinion of the Engineer, been disturbed due to the negligence of the Contractor, will be replaced at the Contractor's cost.

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## C3.5. Management

### C3.5.1 Management of the Works

#### C3.5.1.1 Applicable Specification

As specified under Clause C3.4

#### C3.5.1.2 Particular Specifications (C3.6 - Annexes)

As specified under Clause C3.4 and C3.6

#### C3.5.1.3 Planning and Programming

If, during the progress of the Works, the quantities of work performed per week fall below those shown on the approved Contractor's 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 after being notified by the Engineer, submit a revised programme clearly indicating how he intends to regain lost time to ensure completion of the Works within the period defined in term of Conditions of Contract or any extended time granted.

Proposal to increase the tempo of work must incorporate positive steps to increase production either by more labour and plant on the Site, or by using the available labour and plant in a more efficient manner.

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

The approval of a programme by the Engineer shall have no contractual significance other than that the Engineer will be satisfied if the work is carried out according to the programme. The said approval shall not limit the right of the Engineer to instruct the Contractor to vary the programme if necessary.

#### C3.5.1.4 Sequence Of The Works

As specified elsewhere. (Refer also C3.5.1.3 and the Contract Data)

#### C3.5.1.5 Software Application For Programming

Not applicable.

#### C3.5.1.6 Methods And Procedures

The Works shall be executed in terms of the various and applicable COLTO specifications, the EMP, the general Health and Safety Specifications and subsequent Health and Safety Plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

#### C3.5.1.7 Quality Plans and Control

Refer the various and applicable COLTO specifications, the EMP, the general Health and Safety Specifications and subsequent Health and Safety Plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

#### C3.5.1.8 Environment

The Contractor shall, for the duration of the contract, take appropriate measures to control the dust and soil movement which may arise due to his operations.

#### C3.5.1.9 Accommodation of Traffic on Public Roads Occupied by the Contractor

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Refer the various and applicable COLTO specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

**C3.5.1.10 Other Contractors On Site**

Refer the various and applicable COLTO specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

**C3.5.1.11 Testing, Completion, Commissioning and Correction of Defects**

Refer the various and applicable COLTO specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

**C3.5.1.12 Recording of Weather**

Refer C3.4.9

**C3.5.1.13 Format of Communications**

All contractual communication shall be in writing.

The Contractor shall, for the full duration of the Contract Period, supply and maintain the following documentation:

- (a) Site Diary and Instruction Book.
- (b) Safety File containing all relevant safety data.
- (c) Daily register of all labour, plant and equipment.
- (d) Quality Control file containing all quality control/assurance forms and records.
- (e) One full set of Contract Drawings and documents.
- (f) Latest revision of the Construction Programme.

The above-mentioned shall be kept on Site and shall be accessible to the Engineer at all times.

**C3.5.1.14 Key Personnel**

Key personnel shall be on site at all times to control and supervise construction activities.

**C3.5.1.15 Management Meetings**

The Contractor shall have regular site management meeting to coordinate and manage the Works. Monthly Contract Meeting shall be held on site. This meeting shall be chaired by the Engineer.

**C3.5.1.16 Forms for Contract Administration**

The Employer, the Contractor and the Engineer shall operate and maintain their own individual contract administration systems.

**C3.5.1.17 Daily Records**

Refer the various and applicable COLTO specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

**C3.5.1.18 Payment Certificates**

Refer the various and applicable COLTO specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

**C3.5.1.19 Proof of Compliance with the Law**

Refer the various and applicable COLTO specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

**C3.5.1.20 Insurance Provided by the Employer**

Refer the various and applicable COLTO specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

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## C3.6. Annexes

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**Annex C3.6.1 Variations and Additions to Standard Specifications**

Notes to tenderer:

1. In certain clauses the Standard Specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications required for this particular contract.
2. The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or a new payment item which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.

**COLTO SERIES 1000: GENERAL**

**SECTION B1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS**

**B1302 GENERAL REQUIREMENTS**

**(c) Allowance Community Liaison Officer**

Democratically elected village members who in turn have representation on the overall Project Steering Committee (PSC) represents the residents being served by the project. The Contractor will be required to liaise through the CLO for any matters to do with the community. The CLO shall be paid an amount of **R270.04 per day** throughout the contract.

**(d) Allowance for In-Service Training**

Ray Nkonyeni Municipality is committed in ensuring that necessary skills are transferred to local people. The Municipality has undertaken to employ 1 student that is studying towards Engineering Profession for in-service training purpose.

The contractor is required to remunerate 1 student employed. The successful candidate will be communicated in writing to the contractor; the student will then be required to furnish the required documents as requested by contractor in order to allow timeous remuneration payments.

**B1302 PAYMENT**

Item	Unit
<b>B13.02 Provisional Sums</b>	
<i>Add the following pay subitem.</i>	
"(a) Allowance for Community Liaison Officer (CLO) at <b>R270.04 per day</b> .....	Day
"(b) Overhead charges and profit on {(c)} .....	%
"(c) Allowance for in-service training for local graduate not exceeding R5500 per month .....	Sum
"(d) Overhead charges and profit on {(e)} .....	%
"(e) Allow provisional sum for relocation of services .....	Sum
"(f) Overhead charges and profit on {(g)} .....	%

**B1303 PAYMENT**

Item	Unit
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**B13.03 (a) OHS Obligations - Fixed**

Add the following pay subitem:

"(i) Allowance for OHS Obligations.....	Sum
"(ii) PPE for in service student.....	Sum
"(iii) Overhead charges and profits on (ii).....	%

<b>Item</b>	<b>Unit</b>
-------------	-------------

**B13.03 (b) OHS Obligations – Time Related**

Add the following pay subitem:

"(i) Time related Obligations.....	Month
------------------------------------	-------

Add the following sub-sub-clause defining 'the contractor's general obligations':

"(iv) Complying with the requirements and conditions of the additional specifications relating to the Government's Broad Based Black Economic Empowerment and the Environmental Management Plan."

Delete the third paragraph commencing "Should the final value of the work".

In the 11th paragraph, the following amendments apply:

- Start the paragraph to read "The tendered rate per month for all time related pay items represent full compensation ..."; and

Add the following at the end of sub-clause (b) of the 11th paragraph:

"... Such limitations to payments shall occur whenever the ratio of time to expenditure varies by more than 10%. For example, if payment for completed scheduled work is 30% of total scheduled work but more than 40% of time has expired, this pay item shall cease to be active until the difference between the relevant ratios is less than 10%."

Add the following new paragraphs:

"Payment of the rate per month for sub item 13.01(d) shall include full compensation for all the contractor's obligations relevant to health and safety legislation including, but not limited to, initial start-up costs, submission and maintenance of OHS file, statutory medical checks, induction, PPE etc . **Payment will only be made approval on the contractor's OHS plan.**

Should the combined total tendered for sub items (a), (b), and (c) exceed 20% of the tender sum (excluding CPA, contingencies and VAT), the tenderer shall state his reasons in writing for tendering in this manner.

Payment for time related costs arising from extensions of time granted by the employer, where the contractor is fairly entitled to such compensation which will be calculated by taking account only of pay items for which the unit of measurement is "month". All pay items for which the unit of measurement is "month" are deemed to be based on 23 working days per month."

Insert the following paragraphs:

"The tendered rate shall apply in the same manner as pay sub item B13.01(c) but shall not form part of the calculation of the restrictions imposed by Condition of Tender F3.8(c) and Form to tender B1: Contractor's Establishment on Site. A contractor who tenders zero for this pay item shall not be relieved of his statutory obligations. A nil rate offered shall be deemed not as an omission but as deliberate notice that costs have been included in the tendered rates for individual items of work or in the other preliminary and general pay items."

**B1304 TACHOMETRIC SURVERY**

<b>Item</b>	<b>Unit</b>
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**B13.04**

Add the following pay subitem:

- “(a) Additional Survey Requested by the Engineer..... Sum
- “(b) Overhead charges and profits on (a) ..... %

**B1305 PAYMENT**

**Item** **Unit**

**B13.05 The contractor's general obligations**

Add the following pay subitem:

- “(a) Daywork ..... Sum

**SECTION B1500: ACCOMMODATION OF TRAFFIC**

**B1501 SCOPE**

Add the following:

“It is a condition of this contract that traffic is accommodated taking into account the provisions of the latest edition of the South African Road Traffic Signs Manual (SARTSM). The latest version for use in the accommodation of traffic is volume 2, chapter 13 of the June 1999 edition. Copies of this publication are available from Government Printers –Tel: (012) 334 4508/9 or (012) 3344510 Fax: (012) 323 0009.

This section also covers the provision of additional information signs for motorists and the release of any notices to the media and public.”

**B1502 GENERAL REQUIREMENTS**

**(a) Safety**

Add the following:

“The contractor shall be responsible for maintaining the existing road surface both within the works area and the advance warning and termination areas in a safe and trafficable condition for the duration of the contract.”

**(f) Approval of temporary deviations**

Add the following:

“If, after any temporary deviation has been constructed, any changes are considered necessary or desirable, the proposal shall be submitted to the Employer’s Agent for his approval.”

**(i) Traffic Safety Officer**

Add the following to the end of the second paragraph:

“The contractor shall submit a CV of the candidate to the Employer’s Agent for approval before the candidate is appointed as the traffic safety officer. “

Insert the following as the opening phrase to sub-sub-clause (i):

“make himself available to discuss road safety and traffic accommodation matters whenever required by the Employer’s Agent and shall be responsible...”

Delete sub-sub-clauses (ii) and (iii) and replace with the following:

- “(ii) Record on neat and dimensioned sketches and submit to the Employer’s Agent the position and sign reference number, where applicable, of each sign, barricade, delineator, cone, guardrail and permanent or temporary painted road marking feature (Only the relevant measurements). The position of each shall be adequately referenced from the marker boards or other surveyed points on the site of the works.

These records shall also show the date and time at which the recorded traffic accommodation features are certified correct by the traffic safety officer, and shall be signed by the traffic safety officer before being submitted to the Employer's Agent.

The records shall similarly account for whatever changes are made in the field. Such changes shall record the position of flagmen and stop/go control men and their associated traffic accommodation equipment wherever they are used.

- (iii) Personally inspect the position and condition of each traffic accommodation feature on the whole site of works twice each day by 9h30 and by 16h30, to record all irregularities discovered and the remedial action taken, and to sign off as correct and submit to the Employer's Agent such record sheets by midday of the next working day. The traffic safety officer shall keep a duplicate book for this specific purpose.

The traffic safety officer shall also submit with this report the daily labour returns of flagmen, stop/go and traffic signal control men employed."

*Add the following sub-sub-clauses:*

- "(ix) The traffic safety officer shall be equipped with a cellular telephone and shall have a vehicle and sufficient labour at his disposal 24 hours a day, including all prescribed non working days, and shall not be utilised for other duties. He shall be directly answerable to the contractor's site agent. The traffic safety vehicle shall be a truck with a capacity of 3 tons.

The vehicle shall also be equipped with an amber-coloured flashing light of the rotating parabolic reflector type with a minimum intensity of 100. The warning light shall be switched on at all times and the sign shall be displayed when the vehicle is used on site.

The traffic safety officer shall have a direct line of communication at all times with the police and traffic officers responsible for the area within limits of the contract. The provision of the road safety vehicle, driver, labourers and the cost of the cellular telephone shall be deemed to be included in the rates tendered for the contractor's establishment on site.

- (x) Ensure that all obstructions related to the contractor's activities be removed before nightfall where applicable as instructed by the Employer's Agent and that the roads are safe for night traffic.
- (xi) The traffic safety officer shall, in addition to the duties listed in paragraph 1502(i), also be responsible for the removal of broken down vehicles off the roadway and implementing actions requested by the traffic authorities with regard to the work to be carried out, be responsible for the erection and maintenance of all traffic signs necessary for the accommodation of traffic.
- (xii) In the advent of an accident the traffic officer shall record in a written report the details of the accident, record the position of all temporary road signs, barricades, delineators, flagmen and any other devices used for traffic accommodation. In addition the report shall include a neat dimensional sketch, photographs, identifiable permanent features, and any other relevant information."

*Add the following sub-clauses:*

**"(j) "U" turns**

No vehicle or item of equipment shall be allowed to make "U" turns under any circumstances.

**(k) Site personnel**

The contractor shall ensure that all his personnel, excluding those who are permanently office bound, are equipped with reflective safety jackets and that these are worn at all times when working on or near to the travelled way. Any person found not wearing a reflective jacket under these circumstances shall be removed from the site until such time as he is in possession of and wearing a reflective jacket. Reflective safety jackets shall be kept in good condition and any jackets that are, in the opinion of the Employer's Agent, ineffective shall be immediately replaced by the contractor.

**(l) Failure to comply with provisions**

Failure or refusal on the part of the contractor to take the necessary steps to ensure the safety and convenience of the travelling public, accommodation of traffic, plant and personnel in accordance with these specifications or as required by statutory authorities or ordered by the Employer's Agent, shall be sufficient cause for the Employer's Agent to apply penalties as follows:

A fixed penalty of R5 000.00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of section 1500 of the standard specifications and section B1500 of the project specifications.

In addition a time-related penalty of R500,00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after the Employer's Agent has given an instruction to this effect. The Employer's Agent's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given."

**B1503 TEMPORARY TRAFFIC-CONTROL FACILITIES**

*Replace the first sentence of the first paragraph with the following:*

"The contractor shall provide, erect and maintain the necessary traffic-control devices, road signs, canalisation devices, barricades, warning devices and road markings (hereinafter referred to as traffic-control devices) in accordance with these special provisions and as shown on the drawings and in the SARTSM and remove them when no longer required. It shall be incumbent upon the contractor to see to it that the abovementioned traffic-control devices are present where required at all times and are functioning properly."

*Replace the third paragraph with the following:*

"The type of construction, spacing and placement of traffic-control devices shall be in accordance with the SARTSM. The recommended arrangements of the traffic control devices illustrated and/or drawings issued by the Employer's Agent shall not be departed from without prior approval of the Employer's Agent. The arrangements expected to be most commonly used in the contract are given on the tender drawings.

The details shown for spacing and placement of traffic-control facilities may however, be revised at the discretion of the Employer's Agent where deemed necessary to accommodate local site geometry and traffic conditions."

**(b) Road signs and barricades**

*Add the following:*

"The contractor shall be responsible for the protection and maintenance of all signs, and shall at his own cost replace any that have been damaged, lost, or stolen.

All temporary road signs required to remain in position for some time shall be pole mounted as shown on the drawings. All temporary road signs required to be moved more often shall be mounted on portable supports for the easy moving of signs to temporary positions. The only permitted method of ballasting the sign supports shall consist of durable sandbags filled with sand of adequate mass to prevent signs from being blown over by wind. The cost of the sandbags shall be included in the tendered rates for the various types of temporary road signs."

**(e) Warning devices**

*Add the following:*

"All construction vehicles and plant used on the works shall be equipped with rotating amber flashing lights and warning boards as specified. All vehicles and plant before being allowed onto the site shall obtain a clearance permit from the Employer's Agent.

**(i) Vehicle mounted flashing lights**

Rotating lights shall have an amber lens of minimum height of 200mm and shall be mounted in such a way as to be highly visible from all directions. The lights on construction vehicles shall not be switched on while vehicles are being operated on unrestricted sections of a public road, but shall be switched on while construction vehicles are operating within the accommodation of traffic area, as the vehicles decelerate to enter a construction area, and as the vehicles accelerate to the general speed when entering the road from a construction area. Lights on plant shall operate continuously while the plant is working alongside sections of road open to public traffic

All LDV's and cars operating on site shall also be equipped with rotating amber flashing lights which shall be placed so as to be highly visible and operated continuously while the vehicles

are manoeuvring in or out of traffic or are travelling or parked alongside roads open to public traffic.

Rotating lights and the "construction vehicle" signs on the contractor's vehicles and plant shall not be paid for separately but shall be included in the rates covering the use of the vehicles.

The contractor shall apply and maintain lights together with temporary mounting brackets, to the approval of the Employer's Agent. Vehicles and plant that do not comply with these requirements shall be removed from the site."

*Add the following sub-clauses:*

**"(g) Other traffic control measures ordered by the Employer's Agent**

The Employer's Agent may instruct the contractor to provide any other road sign, reflective tape, etc not measured in standard pay items. Such road signs shall conform to the requirements of the SARTSM, or specification provided by the Employer's Agent. Similarly, in order to ensure that the travelling public is kept fully informed and warned on matters relating to the accommodation of traffic, construction sign posting and the effect of the construction on the free flow of traffic through the site, the Employer's Agent may arrange for advertising in the press and/or for other forms of publicity.

**(h) Flagmen**

Flagmen shall be provided where shown on the drawings or required by the specification. During the daytime, at least two flagmen shall be provided at each traffic control point. At night time only one roving flagman equipped with a Stromberg Lightman xenon strobe, or similar approved, and a torch is required at each traffic control point as well as the traffic light operator. Where the shoulder of the road is closed to traffic, a flagman shall be provided at the leading end of the closure during daytime. No flagman shall be on duty for a period of more than 10 hours per day.

Flagmen shall be adequately trained in the standard flagging techniques as described in the SARTSM (refer to figure 13.23 of detail 13.23.1) and be provided with conspicuous clothing such as safety jackets utilizing retro-reflective and/or fluorescent panels in red, yellow and/or white.

Flagmen shall have in their possession, at all times, certification that they have attended and passed an accredited course in flagging techniques before being allowed onto the construction site.

Flags shall be made from bright red or red-orange material and shall be square with a minimum side length of 600mm. The flag shall be attached to a staff at least 1,0m in length.

In terms of lateral clearance and safety, flagmen shall stand on the shoulder of the lane of traffic that is being controlled and under no circumstances shall flagmen be permitted to stand within the traffic lane. In order to obtain maximum visual impact for the travelling public, flagmen shall stand-alone."

**SECTION B1600: OVERHAUL**

**B1602 DEFINITIONS**

**(b) Overhaul**

*Replace the sub-clause with:*

"Payment shall only be made for material hauled in excess of 1 kilometre. Overhaul shall be measured as the product of the volume of material hauled and the overhauled distance.

**(d) Free-haul distance**

*Replace the last sentence with:*

"This distance shall be 1 kilometre in the case of all overhaul materials"

**SECTION B1700: CLEARING AND GRUBBING**

**B1702 DESCRIPTION OF WORK**

**(c) Conservation of topsoil**

*Add to the end of the 1st paragraph:*

“The contractor will not be required to remove topsoil to more than an average depth of 400mm, from any particular area. The depth of topsoil removed shall be reliant on the terrain, suitability of material and topsoil requirements of the work.”

*Replace the second paragraph of this clause with the following:*

“After clearing and grubbing, all topsoil shall be removed to either windrows alongside the construction area or to stockpile. Where ordered by the Employer’s Agent, any topsoil that shall be required for the topsoiling of new banks and cuts, but which cannot be accommodated within the construction site, shall be loaded and hauled to the designated stockpile area where it shall be placed in temporary stockpiles for later use in the rehabilitation of the site affected by construction activities. Where new borrow pits are to be opened up the topsoil shall first be removed (independently of the overburden) and placed in temporary stockpiles at the edge of the borrow pit. The moving of topsoil from windrow or the loading of topsoil from temporary stockpiles and the placing and spreading of thereof on cut or fill slopes or on borrow pit spoil sites, is covered in Section 5800.

Refer also to clause B5802(g) of this project specification.”

**B1704 MEASUREMENT AND PAYMENT**

*Amend the following payment item:*

<b>Item</b>	<b>Unit</b>
<b>B17.01 Clearing and grubbing</b> .....	hectare (ha)

*Add the following to the measurement and payment paragraphs:*

“Clearing and grubbing of the construction site camp / office shall not be measured separately and shall be deemed to be included in the rates tendered for item B13.01”

*Add the following new payment item:*

<b>Item</b>	<b>Unit</b>
<b>B17.07 Removal of topsoil to temporary stockpiling thereof:</b>	
(a) Topsoil from within the limits of the road prism (including 1 km free haul).....	cubic metre (m <sup>3</sup> )

The unit of measurement for items (a) shall be the cubic metre of topsoil removed to temporary stockpile. The volume of topsoil removed shall be measured in cut, calculated from the difference in cross-sections of the natural ground level before the commencement of clearing to cross-sections taken after the removal of the topsoil.

The contractor shall constantly liaise and agree with the Employer’s Agent as to the depth of topsoil to be removed. Where, in the opinion of the Employer’s Agent, material that would not normally be classed as topsoil to be removed. Where, in the opinion of the Employer’s Agent, material that would normally be classed as topsoil has also been excavated, the excavation shall be backfilled and compacted with selected material at the contractor’ expense. Should material that is deemed by the Employer’s Agent not to be topsoil, be removed and stockpiled together with material classed as topsoil, the contractor shall be responsible for the removal of this unsuitable soil from the stockpile and the replacement of the quantity of topsoil contaminated by the unsuitable material at his cost. The quantity of topsoil to be replaced shall be determined by the Employer’s Agent.

The rates tendered shall include for the excavation of the topsoil and where required, the loading and hauling thereof to temporary stockpile as well as the maintenance of the stockpile until re-use of the material. The rates tendered shall also include for all supervision required to ensure that only topsoil is removed.”

**SECTION B3300: MASS EARTHWORKS**

**B3312 MEASUREMENT AND PAYMENT**

**General Directions**

*Amend the following sub-clause to read:*

**“(3) Work in restricted areas**

No additional payment will be made for work in restricted areas”

*Add the following sub-clause:*

**“(4) The freehaul distance for all items unlimited”**

*Add the following new payment item*

<b>“Item</b>	<b>Unit</b>
<b>B33.11 Extra over item 33.10 for adding G7 material from a commercial source as specified in subsubclause 3207(b)(iii)</b>	.....cubic metre (m <sup>3</sup> )

The unit of measurement for the above items shall be the cubic metre of the compacted pavement layer, and the quantity shall be calculated from the authorised dimensions of the completed layer.

**COLTO SERIES 5000: ANCILLARY ROADWORKS**

**SECTION B5100: PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION**

**B5102 MATERIALS**

**(a) Stone**

*Replace the 2nd paragraph with the following:*

“Unless suitable stone can be located on site, the stone for pitching shall come from commercial sources but, from whatever source, its use shall be subject to the prior approval of the Employer’s Agent.” Commercial laboratory testing

**COLTO SERIES 8000: SUNDRIES**

**SECTION 8100: TESTING MATERIALS AND WORKMANSHIP**

*Add the following clause:*

**“B8118 PROPRIETARY RESINS, GROUTS AND MORTAR**

All proprietary cementitious and epoxy resin, grouts and mortars shall comply with the manufacturer’s specifications. The manufacturers or suppliers shall provide recent test reports from an approved laboratory to prove such compliance and shall also provide test certificates of recent tests on the materials.

Cementitious grouts and mortars shall not contain expansive cements or metallic powders such as aluminium or iron filings. The plastic volume change shall fall in the range between zero shrinkage and 4% expansion from the time of placement until final set when tested according to ASTM C 827. Further, the grout shall show no shrinkage and a maximum of 0,2% expansion in the hardened state when tested according to ASTM C 1090.

Epoxy resin grouts and mortars shall show no shrinkage and a maximum 2,0% expansion from the time of placement when tested according to ASTM C 827 (modified). The coefficient of thermal expansion shall not exceed 0,000055/°C when tested according to ASTM C 531.

The manufacturer shall submit to the Employer's Agent samples of the proposed materials together with complete technical details including mixing ratios and times, pot life, setting and curing times, strength, volume change, thermal expansion, creep characteristics etc.

As part of the Contractor's process control in terms of sub-clause 8103(a), testing shall be undertaken on the materials delivered to site to monitor compliance with the manufacturer's specifications. All new batches of materials shall be tested by the Contractor and approved by the Employer's Agent prior to incorporation into the works.

Strength testing shall be undertaken, using 75mm or 100mm cubes, on samples taken from the mixed material actually being used in the work at the time of its use."

RAY NKONYENI MUNICIPALITY  
NOTICE NO: 178 of 2022  
TENDER NO: 8/2/RNM0392

**Annex C3.6.2 Health and Safety Specifications by the Employer**

**1. Interpretations**

**1.1 Application**

This specification is a compliance document drawn up in terms of South African legislation and is therefore binding. It must be read in conjunction with relevant legislation as noted previously.

**1.1 Definitions**

The definitions as listed in the Occupational Health & Safety Act 85/1993 and Construction Regulations (2014) shall apply.

**2. MINIMUM ADMINISTRATIVE REQUIREMENTS**

**2.1 Health and Safety Plan**

The Principal Contractor shall prepare a documented Health and Safety Plan as per Construction Regulations 7(1) (a) based on the information / requirements contained in this specification and the baseline risk assessment for the project and demonstrate to us how he is going to implement Health and Safety on site.

**2.2 Health and Safety File**

The Principal Contractor must, as required by Construction Regulation 7(2)(b) compile and 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 this specification. It must also include a list of all Sub Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. The Principal Contractor health and safety file must after compilation be submitted to the Health and Safety Agent for approval before any work commencement on site.

The health and safety file must contain the following documentation:

- Notification of Construction Work
- Proof of registration and good standing with the Compensation Commissioner or a COID Insurer
- Safety, Health and Environment Policies
- Health and safety plan agreed with the Client's Agent
- Legal Appointments
- Certificates of medical fitness
- Risk assessment(s) and method statements
- Material Safety Data Sheets (MSDS)
- Traffic Management Plan
- Emergency Preparedness Plan
- Training Records
- Personal Protective Equipment (PPE) records
- A list of Contractors (Sub-Contractors) including copies of the agreements between the parties and the type of work being done by each Contractor
- The following registers:
  - Accident and/or incident register (Annexure 1 of the General Administrative Regulations)
  - Occupational Health and Safety representative's inspection register
  - Daily inspections of vehicles, plant and other equipment by the operator, driver and/or user
  - Inspection of hand tools
  - Inspection and maintenance of explosive powered tools
  - Inspection of electrical installations (including inspection of portable electrical tools, electrical equipment and other electrical appliances)
  - Inspection for temporal electrical installations
  - First-aid box content
  - Record of first-aid treatment
  - Fire equipment inspections and maintenance
  - Record of hazardous chemical substances (HCS) kept and used on site
  - Machine safety inspections (including machine guards, lock-outs etc);

- Inspection registers and logbooks for lifting machines and – tackle (including daily inspections by drivers/operators)
- Inspection of stacking and storage
- The OHS Act and its Regulations (Construction Regulations 2014)
- Meeting records
- Internal Audits records
- Client's Audits records
- Other records relating to health and safety management on site

The Client's Agent will conduct an evaluation of the Principal Contractor's health and safety file from time to time during a month, but at least once a month.

### **2.3 Mandatories and Contractors Safety File**

It is a requirement that the Principal Contractor, when he appoints Contractors, includes an OHS Act Section 37(2) agreement (i.e. Agreement with Mandatary) in his agreement with such Contractor.

Each Contractor must keep his/her health and safety file updated for the Principal Contractor, on a weekly basis. The Subcontractor must agree to comply with the terms of the Provisions of Section 37(2) of the Occupational & Safety Act, Act No. 85 of 1993 together with the Construction Regulations 2014.

The Principal Contractor must conduct an evaluation of the Contractor's health and safety file from time to time during a month, but at least once a month.

### **2.4 Notification of Intention to Commence Construction Work**

The Principal Contractor must notify Department of Labour in writing of construction work as per section 4 of Construction Regulations and keep the stamped copy in the file.

## **3. STRUCTURE AND RESPONSIBILITIES**

### **3.1 Overall Supervisions and Responsibility for Health and Safety**

It is the Principal Contractor's responsibility to implement and maintain the health and safety plan approved by the Client.

The Chief Executive Officer (in terms of Section 16(1) of the OHS Act) of the Principal Contractor is to ensure that the Employer (as defined in the OHS Act) complies with the OHS Act.

The Principal Contractor's Chief Executive Officer may appoint any person reporting to him/her as Designated Person in terms of Section 16(2) of the OHS Act. Such Designated Person is responsible to assist the Chief Executive Officer to ensure that the Employer complies with the requirements of the OHS Act.

### **3.2 Operational Responsibilities for Health and Safety**

The Principal Contractor must appoint designated competent employees and/or other competent persons to assist with the operational responsibilities for health and safety during the works. Appointments shall be guided/ structured by the legislation requirements and the scope of works to be performed by the contractor. It is acknowledged that the Principal Contractor may need to allocate more than one appointment to certain staff members. This practice may only take place if Health and Safety Standards would not be negatively affected. Should the Health and Safety Agent deem such practice as having a negative effect on Health and Safety Standards; then alternative arrangements will have to be made.

A part time Health and Safety Officer shall be appointed by the Principal Contractor subject to the following conditions:

- The person must either have completed a SAMTRAC (Safety Management Training Course), which is administered by NOSA, a 3 Week Health and Safety Management Course, which is administered by Lexis Nexus, National Diploma in Safety Management or another course approved by Client's Agent as a minimum requirement.
- The Health and Safety Officer must be registered with the South African Council for Project and Construction Management Professions (SACPCMP) or have proof of application for registration.

### **3.3 Appointment of Health and Safety Representative**

Where the Principal Contractor employs more than 20 persons [including the employees of other contractors (sub-contractors)] he shall appoint one Health and Safety representative for every 50 employees or part thereof. General Administrative Regulation 6 requires that the election, appointment and subsequent designation of the Occupational Health and Safety representatives be executed in consultation with employee representatives or employees.

Occupational Health and Safety representatives shall be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

Should the appointed representatives require any training, assistance or facilities, the Principal Contractor must provide these.

Health and Safety Representatives shall carry out his/ her duties as per Section 18 of the OHS Act. The Principal Contractor must ensure that the designated Occupational Health and Safety representatives conduct a weekly inspection of their respective areas of responsibility, using a checklist, and report thereon to the Principal Contractor.

Occupational Health and Safety representatives must be included in accident and/or incident investigations. Occupational Health and Safety representatives must attend all Occupational Health and Safety committee meetings.

### **3.4 Health and Safety Committees**

The Principal Contractor must establish an Occupational Health and Safety committee consisting of all the designated Occupational Health and Safety representatives together with a number of management representatives. The members of the Occupational Health and Safety committee must be appointed in writing and copies of the appointments included in the Occupational Health and Safety file.

The Health and Safety committee shall be made up of the following:

- Contracts Director
- Construction Manager
- Construction Safety Officer
- Health and Safety Representatives (Own and Contractors)
- Management Members and Client Representatives
- Contractors Managers

The Occupational Health and Safety committee must meet as a minimum on a monthly basis and consider, at least, the following agenda items:

- Opening and welcome
- Members present, apologies and absent
- Minutes of previous meeting
- Matters arising from the previous meeting
- Occupational Health and Safety representatives' reports
- Incident and/or accident reports and investigations
- Incident, accident and/or injury statistics
- Other matters
- Endorsement of registers and other statutory documents by a duly authorised representative of the Principal Contractor
- Training:
  - Employee competence
  - Induction training
  - Certified skills
  - Toolbox talks
  - Emergency procedures
  - Any specific training needs
- General issues:
  - Traffic Management
  - Fire precautions
  - First aid
  - Welfare, etc

Minutes of the meetings shall detail the actions arising from the meeting, action by, completion dates, be copied to all attendees and to be displayed on the safety notice board/s for the information of all the employees. A copy of the Safety Committee Meeting minutes shall be forwarded to the Client if the Client cannot attend the meetings.

### **3.5 Occupational Health and Safety Policy**

The Principal Contractor must prepare a health and safety policy which should be signed by the Chief Executive Officer must form a part of the Safety Plan. The policy must outline objectives and set out how they will be achieved and implemented. The health and safety policy should also be displayed at the site office.

### 3.6 Health and Safety Organogram

An organogram outlining the health and safety management as per appointments under the OHS Act and the Regulations must be provided by the Principal Contractor and be kept in the health and safety file. The Contractor must maintain the health and safety management organogram up-to-date.

### 2.7 Preliminary Hazard Identification and Risk Assessment

The Principal Contractor must allow for and cause a Site-Specific Hazard Identification and Risk Assessment exercise to be performed by a Competent Person before commencement of construction work based on the projects Baseline Hazard Identification and Risk Assessment. The risks assessed must form part of the Construction Phase Health and Safety Plan to be submitted by the contractor for approval by the Health and Safety Agent. The Risk Assessment must include:

- a) A list of hazards identified for the works;
- b) Health and safety effects from exposure to hazards;
- c) Risk rating and its methodology / matrix;
- d) Control / mitigation measures to identified hazards;
- e) Safe working procedures for the high risk tasks intended to eliminate, reduce and/or control the risks assessed;

The Principal Contractor must ensure that all Sub-Contractors are informed, instructed and trained by a Competent Person/s regarding hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop.

The Principal Contractor shall allow for and be responsible for ensuring that all persons who could be negatively affected by construction operations are informed and trained according to the hazards and risks and are conversant with the Safe Work Procedures, control measures and other related rules (for example "tool box talk" strategy to be implemented).

Should the Health and Safety Agent or other Clients Representative identify alternative hazardous activities performed by the Principal Contractor or its Sub-Contractors on site for which a Risk Assessment was not performed, then the Principal Contractor will be required to perform such an exercise before continuing such work.

The risk assessment must be reviewed where changes are effected to the design and or construction that result in a change to the risk profile and when an incident has occurred.

### 2.8 Medical Fitness

The Principal Contractor and all Sub-Contractors must ensure that every employee on site has a valid medical certificate of fitness specific to the construction work to be performed and issued by an Occupational Health Practitioner in the form of Annexure 3 of Construction Regulations 2014.

### 2.10 Health and Safety Training

#### 2.10.1 Induction

The Principal Contractor shall allow for and ensure that all site personnel undergo a site-specific health and safety induction training session before starting work. A record of attendance shall be kept in the health and safety file. Induction training shall also include training on the risks associated with the works to be executed, safe work procedures and emergency procedures.

All visitors to the site must also be subjected to site-specific induction training highlighting items such as site safety and health risks, steps to follow in the event of emergency, restricted areas and on the site health and safety rules.

#### 2.10.2 Awareness and Promotion

The Principal Contractor is required to have a promotion and awareness programme in place to create a health and safety culture within employees. The following are some of the methods that may be used:

- Toolbox talks (Weekly)
- Posters
- Notices and Sign

The following notices and signs are, where applicable, compulsory on the construction site as well as the Contractors' yards:

Area and/or activity where notice or sign is required	Notice or sign required in terms of
Display of notices and signs	General Safety Regulation 2B and SABS Code 1186
Entry	General Safety Regulation 2C(2)
First-aid	General Safety Regulation 3(6)
Toilets and change rooms	Facilities Regulation 2(5); 4(2)(f)
Storage of flammable materials	General Safety Regulation 4(8)(a)(i) and (ii) <i>(10(e) only applicable to Contractor's yards)</i>
Grinding wheels	Driven Machinery Regulation 8(1)(7)
Machinery	General Machinery Regulation 9 <i>(Schedule D)</i>
Explosive powered tools	Construction Regulation 21(2)(f)
Prohibition on smoking and eating or drinking at the workplaces where high risk substances [FR5 (1)] are stored or handled	Facilities Regulation 6(b)
Non-potable water	Facilities Regulation 7(b)
Traffic control signs	Department of Transport; Traffic Signs Manual, 2010, Chapter 8

### 2.10.3 Competency

The Principal Contractor shall ensure that his and other Contractors' employees appointed are competent and that all training required doing the work safely and without risk to health of their or other persons, has been successfully completed before work commences.

The Principal Contractor shall ensure that follow-up and refresher training is conducted on a regular basis as well as the contract work progresses and the work situation changes.

Records of all training must be kept on the health and safety file for auditing purposes.

### 2.10.4 Rules of conduct

Principal contractors, their sub-contractors and all employees under the control, including any visitor brought onto site must adhere to the following Rules of conduct on site.

#### **YOU MAY NOT:**

- \* Partake, possess or sell drugs or alcoholic beverages on site. Any employee or visitor whose action and demeanour show symptoms of possible narcosis or drunkenness shall be removed from site.
- \* Indulge in practical jokes, horseplay, fighting or gambling.
- \* Destroy or tamper with safety devises, symbolic signs or wilfully and unnecessarily discharge fire extinguishers.
- \* Bring onto site or have in your possession a firearm, lethal weapon.
- \* Assault, intimidate or abuse any other person.
- \* Operate construction equipment (vehicles or plant) without the necessary training and authorisation.

- \* Display insubordination toward any supervisor, foreman or Manager in respect to carrying out of properly issued instructions or orders for health and Safety reasons.
- \* Enter any area where you have no business unless authorised to do so by the person in charge.
- \* Negligently, carelessly or wilfully cause damage to property of others.
- \* Refuse to give evidence or deliberately make false statements during investigations.

### 2.11 General Record Keeping

The Principal Contractor and all Sub Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993; and with the Construction Regulations (2014). The Principal Contractor shall ensure that all records of incidents/accidents, training, inspections; audits, etc. are kept in a health & safety file held in the site office.

Then Principal Contractor must ensure that every Sub Contractor opens its own health & safety file, maintains the file and makes it available on request.

### 2.12 Construction Vehicles and Mobile Plant

Construction vehicles and mobile plant must be:

- ❖ Of acceptable design and construction
- ❖ Maintained in good working order
- ❖ Used in accordance with their design and intention for which they were designed
- ❖ Operated and/or driven by trained, competent and authorised operators/drivers
- ❖ Must be driven at the site at a speed limit on site shall be 40 Km/h in normal circumstances and 20Km/h through deviations unless otherwise specified.
- ❖ No unauthorised persons to be allowed to drive construction vehicles and mobile plant
- ❖ Provided with safe and suitable means of access
- ❖ Fitted with amber lights and must be clearly labelled "Construction Vehicle" in a conspicuous position and reflective colour
- ❖ Fitted with adequate signalling devices to make movement safe including reversing
- ❖ Excavations and other openings must be provided with sufficient barriers to prevent construction vehicles and mobile plant from falling into in
- ❖ Provided with roll-over protection
- ❖ Fitted with two head and two tail lights that is in good working condition whilst operating under poor visibility conditions; and
- ❖ Used for transporting persons must have seats firmly secured and sufficient for the number of persons being transported
- ❖ Operators and drivers of construction vehicles and mobile plant must be in possession of a valid medical certificate declaring the operator and/or driver physically and psychologically fit to operate or drive construction vehicles and mobile plant
- ❖ No loose tools, material etc. is allowed in the driver and/or operators compartment/cabin nor in the compartment in which any other persons are transported
- ❖ No person may ride on construction vehicles and mobile plant except for in a safe place designed and provided for this purpose
- ❖ The construction site must be organized to facilitate the movement of construction vehicles and mobile plant in such a manner that pedestrians and other vehicles are not endangered. Traffic routes to be suitable, sufficient in number and adequately demarcated
- ❖ Construction vehicles and mobile plant left unattended after hours adjacent to roads and areas where there is traffic movement must be fitted with lights, reflectors or barricades to prevent moving traffic from a sudden emergency, or to come into contact with the parked construction vehicles and mobile plant
- ❖ In addition, construction vehicles and mobile plant left unattended after hours must be parked with all buckets, booms etc. full lowered, the emergency brakes engaged and, where necessary, the wheels chocked, the transmission in neutral and the motor switched off and the ignition key removed and stored safely
- ❖ Employees near construction vehicles / operators to wear reflective safety vests
- ❖ All construction vehicles and mobile plant daily inspection records must be kept in the health and safety file.

### 2.13 Health & Safety Audits, Monitoring and Reporting

The Client's Health and Safety Agent shall at least once a month during the duration of the contract conduct Health and Safety Audits of the work operations. The audit shall be consisting of a full audit of physical site activities and well as an audit on the administration of health and safety. Copies of the audit reports will be forwarded to the Principal Consultant and the Project Manager and other site stake holders within seven days. It must be kept in the site health and safety file. The Health and Safety Agent may at any time visit the site for an Audit without prior notification to the contractor.

The Principal Contractor must allow for and conduct similar audits on all Sub-Contractors appointed by the Principal Contractor and forward copies of all reports to the Health and Safety Agent within seven working days of completion of the audits and file copies on the site health and safety file.

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**RAY NKONYENI MUNICIPALITY**

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**Annex C3.6.3 Construction Environmental Management Plan**

**PES1 General**

The Contract shall be conducted in accordance with the principles of Integrated Environmental Management (IEM) "in an environmentally and socially responsible manner" (DEAT 1992). This section details the controls and procedures necessary to achieve this goal.

The Contractor will be required to comply with the Project Environmental Specifications contained in this section. Should any conflict arise between the specifications contained in this section, and any other specification, the Project Environmental Specifications shall prevail.

The specifications detailed in this section relate to those construction activities which could have an adverse impact on the environment and which therefore require mitigation measures.

Items have been included in the Preliminary and General section of the Bill of Quantities to reflect compliance with the Project Environmental Specifications. Where no item is provided in the Bill of Quantities, the Contractors rates will be deemed to be inclusive of any costs incurred for compliance with the Project Environmental Specification.

**PES2 Working Area**

An area of the site will be defined by the Employer's Agent for use by the contractor. This area will include the designated areas listed below and the contractor will not be permitted access beyond this defined area, except for the security personnel will be required to patrol a wider area to prevent informal settlements.

Within the defined working area mentioned above, certain areas will be specifically designated by the Employer's Agent for the following activities:

- site camp
- stockpiling and storage of construction materials

In order to minimise the potential for erosion, vehicle access between the above-mentioned areas will be restricted to corridors defined by the Employer's Agent, and multiple access tracks across the veld will not be permitted. Should excessive vehicle tracks be made, the Contractor shall be required to rehabilitate the extra tracks at his own cost. Rehabilitation shall involve ripping of the compacted earth to a depth of 150mm to loosen the earth, and grass seeding according to specification.

**PES3 Site Camps**

Where site camps are to be established the topsoil is to be removed to the base of the A-horizon or to a depth of 150mm, whichever is the greater, and stockpiled according to the SANS specifications.

The site shall be located more than 20m from watercourses. Runoff from the site must be prevented from entering the watercourse or wetland.

Site camps and surrounds are to be maintained in a clean orderly and presentable condition at all times.

Waste water from kitchen and ablution facilities shall be led to soak pits and shall not be discharged to rivers or streams.

Tanks for fuels oils etc. shall be bunded with earth berms adequate to contain any possible spills.

After completion of the Works the contractor shall restore the area used by him to its former condition, including removal of rubble and foundations, and to the satisfaction of the Employer's Agent.

#### **PES4 Sanitation**

Adequate toilet facilities are to be provided within 200m of the Works. All toilets shall be maintained by the Contractor in a clean sanitary condition to the satisfaction of the Employer's Agent. Toilets shall not be located on flood plains where the possibility of flooding exists.

Contractors shall instruct their staff and sub-contractors that they must use the toilets provided and not the veld, bush or streams.

#### **PES5 Refuse**

The site is to be kept clean, neat and tidy to the Employer's Agent's satisfaction. The Contractor shall provide bins at the Work sites and shall be responsible for disposal of refuse and waste generated by his staff on a daily basis. Domestic litter or construction waste may not be left lying about on site.

Refuse and construction waste shall be disposed of at an approved dump site.

No burning of refuse is permitted.

#### **PES6 Dust**

Dust is regarded as a nuisance when it reduces visibility, soils private property or is aesthetically displeasing. Dust also reduces the value of grazing grasses and retards plant growth.

Dust generated by construction related activities must therefore be minimised.

The Contractor shall control dust over the site of the Works, on access roads/tracks, on stockpiles and spoil sites or borrow pits.

Control of dust shall involve spraying with water. The quantities of water used should not be large enough or applied with sufficient force to generate run off which could result in soil erosion. A water cart shall be provided by the Contractor to control dust levels.

#### **PES7 NOISE**

Noise levels are to be kept within reasonable norms as determined by the Employer's Agent, taking into account the context of the rural setting.

Silencers shall be fitted to all machinery and vehicles shall be well maintained.

The Contractor shall inform residents of any excessive noise that is anticipated due to construction activities, for example blasting for excavation. This notice shall be given at least 2 days before the event generating higher noise levels.

Any complaints received by the Employer's Agent regarding noise will be recorded and communicated to the Environmental Control Officer.

#### **PES8 Social Disruption**

The Contractor's staff shall in no way be a nuisance to residents in the vicinity of construction activities. Any complaints received by the Employer's Agent will be addressed and the relevant persons will face suspension from the project.

No access to private property will be allowed.

#### **PES9 Informal Settlements**

The Contractor shall require his security personnel to patrol the entire site (not just the site of current operations as defined in PES3), and report any sign of informal shack development within three hours of commencement of such activity.

### **PES10 Traffic**

Traffic, especially heavy vehicle traffic, has the potential to draw complaints from other road users and neighbours. The Contractor will be expected to address any complaints received.

The Contractor shall instruct his drivers, suppliers, plant operators and any other vehicle operators travelling to and from the site as a result of the construction contract, that vehicles will be expected to comply with all roads ordinances, particularly with regard to;

- Speed limits
- Preventing Overloading
- Roadworthiness
- Securing of loads
- Covering of any loads that could generate dust
- Avoiding spillage of liquids, sand, soil or other material

General consideration and courtesy to other road users will also be expected of drivers.

### **PES11 Overhead Power Lines**

Where work is being carried out in the vicinity of overhead power lines, the Contractor is responsible for ensuring that all persons working in such areas are aware of the relatively large distance that high voltage electricity can 'short' to earth when large masses of steel such as steel pipes or machinery are close to power lines. The Contractor's attention is drawn to OHSA (1993) which gives safe clearances for various voltages.

### **PES12 Removal Of Protected Plants From Site**

Certain species of indigenous plants that occur on the site are protected by law. A horticulturist has been designated the responsibility for relocating these plants from the "Working Area" prior to the Contractor moving on site.

No removal of any plants from beyond the Working Area will be permitted. The Contractor shall be responsible to ensure that no unauthorized removal of plants is allowed. In the event of removal of legally protected species, the persons responsible shall be liable for prosecution under the relevant provincial ordinance. Security Staff will report any infringements related to this.

The Contractor shall confirm with the ECO that the horticulturist has removed the said plants from the Working Area before the Contractor moves on site.

### **PES13 Fire Prevention And Control**

The Contractor and his staff are expected to be very conscious of fire risks. The Contractor shall hold fire prevention talks with staff to create an awareness of the risks of fire. Regular reminders to staff on this issue are required.

The Contractor shall at all times ensure that fires do not start or spread within the site or the environs thereof as a result of the Works or the actions of employees. In the event of such fire the Contractor shall immediately employ such plant and labour as is at his disposal and shall take all other necessary action to bring any such fire under control, all at his own cost.

A fire extinguisher must be on hand whenever welding or any other spark generating activity is conducted.

In addition, rubber beaters are to be on hand at all work stations at all times as these represent the quickest form of response to fire.

No fires may be made other than for the purpose of cooking. Cooking fires must be contained in a fire drum and be in a designated area approved by the Employer's Agent. All fires are to be extinguished with water once they have served their purpose.

No fire is to be left unattended at any time.

No burning of grassland to clear is permitted.

No cutting of timber for firewood will be allowed.

No fires are to be allowed when the Fire Danger Index is high (46 and above) ie. fire alert stage yellow.

The Contractor shall be liable for all costs and damages resulting from fire and fire fighting.

**PES14 Environmental Training**

The Contractor shall be responsible for conducting Environmental Training amongst his employees to ensure that they have the necessary knowledge to comply with the Environmental Specifications. Employees should be made aware of the Environmental Specifications and the reasons for them.

**PES15 Work Stoppage**

The Employer's Agent shall have the right to order work to be stopped in the event of significant infringements of the Environmental Specifications until the situation is rectified in compliance with the specifications. In this event the Contractor shall not be entitled to claim for delays.

This clause shall apply in the case of infringements of a nature whereby full remediation of circumstances arising from the infringement will not be possible at a later date. For example mixing topsoil with subsoil; activities that are polluting or may cause pollution of water.

**PES16 Environmental Monitoring**

The Employer's Agent will monitor the Contractor's performance in relation to the Environmental Specifications on a daily basis. He will be assisted in this regard by the Environmental Control Officer.

The ECO shall inspect the site on a regular basis. After each ECO site visit a report will be submitted to the Employer's Agent and RAY NKONYENI Municipality. The content of these reports will be made known to the Contractor by the Employer's Agent. Any infringement of the Environmental Specification will be indicated in the report. These reports will also aim to anticipate problems which may arise so that the Contractor can be alerted to potential environmental risks and take appropriate action.

**PES17 Measurement And Payment**

The Tendered rates shall be deemed to cover all costs associated with the compliance with the Environmental Specification.

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**Annex C3.6.4 Drawings**

**1. Bound into this Document**

<u>Drawing Number</u>	<u>Description</u>
CE-DI-RDM-107-001	General Arrangement
CE-DI-RDM-107-002	Sections
CE-DI-RDM-107-003	Reinforcement and Details
CE-DI-RDM-107-004	Foundation layout
CE-DI-RDM-107-005	Structural steel and details
CE-DI-RDM-107-006	Nameboard Details

**NOTE:**

Originals of reduced drawings are available for inspection at the offices of the Engineer, or copies may be purchased by arrangement with the Engineer. No claims for misunderstanding reduced drawings will be considered.

## Part C4: Site Information

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## **C4.1. Geotechnical Investigation**

The Geotechnical Report has been undertaken. Bidders who require a copy of the Report are required to liaise with the Engineer for access to the geotechnical report.

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