



BID DOCUMENT

BID NUMBER: MLM/IDS/S/P7/W26/25-26

**WARD 26 BASIC SANITATION
CONTRACT: MLM/IDS/S/P7/W26/25-26**

PHASE 7

A Tender for Category 4CE or higher CIDB Registered Contractors

Registered Name of Tenderer:	
Trading Name of Tenderer:	
Registration No. of Entity:	
Postal Address of Tenderer:	
Contact Person:	
Tel. No.:	
CIDB CRS Number(s):	
CSD number(s):	MAAA
This tender closes at 12:00 on Wednesday, 03 September 2025 at the Municipal Hall, in offices of the Moretele Local Municipality located at 4065 B, Mathibestad, Makapanstad 0404	
NO LATE SUBMISSIONS WILL BE CONSIDERED	

Prepared For: Moretele Local Municipality 4065 B, Mathibestad Private Bag X367 MAKAPANSTAD 0404 Contact Name: Mr. P Molautsi or Ms Phenya Telephone: (012) 716 1300/47 or (012) 716 1300/14	Prepared by: DIKGABO CONSULTING ENGINEERS 91 Bowling Avenue, Morningside Manor SANDTON 2196 Contact Name: Floyd Rakau Pr.Eng: Telephone: 011 656 4075
 EXPANDED PUBLIC WORKS PROGRAMME	In compliance with the Preferential Procurement Regulations, 2022 published in Government Gazette No. 47452 of 04 November 2022
	In compliance with the CIDB standards for uniformity

MORETELE LOCAL MUNICIPALITY

Tender No. MLM/IDS/S/P7/W26/25-26

WARD 26 BASIC SANITATION PHASE 7

Tender section of the document: Pages T1 – T61
Contract section of the document: Pages C1 – C138

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Part T2: Returnable Documents	
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T2.2 Returnable Schedules	Yellow
The Contract	
Part C1: Agreements and Contract Data	
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C1.3 Form of Guarantee	White
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C1.5 Retention Money Guarantee	White
C1.6 Transfer of Rights	White
Part C2: Pricing Data	
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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

T1: TENDERING PROCEDURES

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

VOLUME 1 PART T1 BIDDING PROCEDURES

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



MORETELE LOCAL MUNICIPALITY
Bid number: MLM/IDS/S/P7/W26/25-26

1 T1.1. TENDER NOTICE AND INVITATION TO TENDER

Moretele Local Municipality hereby invites prospective bidders as per below table:

Project Name	Bid Number	Compulsory Briefing Session	Bid Document Price	Availability of Bid Document	Evaluation Criteria 80/20	Closing Date and Time	CIDB
Proposals to provide professional engineering services and construction of Ward 15 Community Hall (Turnkey Contract)	MLM/IDS/C H/W15/25-26	12 August 2025 @ 10h00 Moretele Local Municipal Hall in Mathibestad	R1000.00	08 August 2025 (e-tender only)	80 - price 20 - specific goal	03 September 2025 @12h00	5GB
Ward 26 Basic Sanitation Phase 7	MLM/IDS/S/P7/W26/25-26	12 August 2025 @ 11h00 Moretele Local Municipal Hall in Mathibestad	R1000.00	08 August 2025	80 - price 20 - specific goal	03 September 2025 @12h00	4CE
High mast lights in Ward 8	MLM/IDS/H ML/W8/25-26	12 August 2025 @ 12h00 Moretele Local Municipal Hall in Mathibestad	R1000.00	08 August 2025	80 - price 20 - specific goal	03 September 2025 @12h00	4EP
Implementation of Lebotlwane, Thulare bridge project in Ward 4	MLM/IDS/W 4/R-SW/P1/25-26	12 August 2025 @ 13h00 Moretele Local Municipal Hall in Mathibestad	R1000.00	08 August 2025	80 - price 20 - specific goal	12 September 2025 @12h00	5CE

Bid documents with detailed bid specifications and detailed information are obtainable **both on e-Tender: www.etenders.gov.za and Revenue office of Moretele Local Municipality, 4065 B Mathibestad (please check dates as per project)** at 08:00 – 16:00. A non-refundable deposit as per tender above payable at the bank as per the following details:

Account Name : **Moretele Local Municipality**
Bank : **ABSA**
Cheque account No : **405 331 7014**
Branch code : **632005**
Ref : **Company Name..... BID Number.....**

NB: No cash will be accepted only proof of payment or Debit cards will be accepted.

Sealed Bids clearly marked **“BID No AND PROJECT NAME (as per the table above)** must be placed in the Bid box situated at the offices of **MORETELE LOCAL MUNICIPALITY, 4065 B MATHIBESTAD**. Compulsory briefing will be done as per the project indicated on the table.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

No late BIDs will be accepted.

Moretele Local Municipality reserves the right to accept the whole or part of any bid and further reserves the right to re-advertise if it so wishes to. No reason for the acceptance or rejection of any bid will be given.

Bids will be adjudicated according to the Moretele Local Municipality's Supply Chain Management Policy, the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) and the Preferential Procurement Regulations 2022, as well as the broad Based Black Economic Empowerment Act (Act 53 of 2003). Bids will remain valid for 90 days.

Inquiries may be directed to: Mr. P Molautsi Tel: (012) 716 1300\47 and Ms. M Phenya Tel: (012) 716 1300/1314



Mr S. Ngwenya
MUNICIPAL MANAGER

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MORETELE LOCAL MUNICIPALITY				
BID NUMBER:	MLM/IDS/S/P7/W26/25-26	CLOSING DATE:	03 September 2025	CLOSING TIME: 12H00
DESCRIPTION	Ward 26 Basic Sanitation Phase 7			
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS

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:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES 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	Supply Chain Management	DEPARTMENT	Infrastructure Development Services
CONTACT PERSON	Ms. M Phenya	CONTACT PERSON	Mr. P Molautsi
TELEPHONE NUMBER	012 716 1300/1314	TELEPHONE NUMBER	012 716 1300/1347
E-MAIL ADDRESS	Modiegi.phenya@moretele.gov.za	E-MAIL ADDRESS	Pholoshlo.molautsi@moretele.gov.za

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <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
<p>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.</p>

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:.....

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of Board Notice 423 of 2019 in Government Gazette No. 42622 of 8 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

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

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

Clause Number	Data / Wording
This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement."	
C1.1	The Employer is the Moretele Local Municipality
C.1.2	<p>(a) The Tender Documents consist of the following:</p> <p>PART T1: TENDERING PROCEDURES T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data</p> <p>PART T2: RETURNABLE DOCUMENTS T2.1 List of Returnable Documents T2.2 Returnable Schedules</p> <p>PART C1: AGREEMENTS AND CONTRACT DATA C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Form of Guarantee C1.4 Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 C1.5 Retention Money Guarantee C1.6 Transfer of Rights</p> <p>PART C2: PRICING DATA C2.1 Pricing Instructions C2.2 Schedule of Quantities</p> <p>PART C3: SCOPE OF WORKS C3.1 Standard Specifications C3.2 Project Specifications C3.3 Particular Specifications</p> <p>PART C4: SITE INFORMATION C4.1 Locality Plan C4.2 Example of Contract Signboard Details</p> <p>(b) Drawings</p>


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

Clause Number	Data / Wording
This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement."	
	<p>(c) 'General Conditions of Contract for Construction Works, Third Edition, 2015' issued by the South African Institution of Civil Engineering (abbreviated title 'General Conditions of Contract 2015' – 'GCC 2015'). This document is obtainable separately and Tenderers shall obtain their own copy.</p> <p>(d) 'The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2014 (Government Gazette No 37305 of 7 February 2014, Notice No R. 84)'. These documents are obtainable separately and Tenderers shall obtain their own copies.</p> <p>(e) The Construction Industry Development Board Act No. 38 of 2000 as amended and the Regulations in terms of the CIDB Act 38 of 2000, Government Notice No 423 of 2019 as amended.</p> <p>In addition, Tenderers are advised, in their own interest, to obtain their own copies of the relevant Acts, Regulations, and Standards referred to in this document as they are essential for the Tenderer to become acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and participation of targeted enterprises and labour.</p>
C.1.4	<p>The Employer's agent for the purpose of this tender is deemed to be the authorized and designated representative of the Employer:</p> <p>Name of the Firm: Dikgabo Consulting Engineers Contact Person: Floyd Rakau, Pr. Eng Tel: 011 656 4075 Fax: (086) 550 7497 E-mail: floyd@dikgabo.co.za</p>
C.1.5	Cancellation and Re-Invitation of Tenders
C.1.5.1	<p>An Employer may, prior to the award of the tender, cancel a tender if</p> <p>a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation. b) funds are no longer available to cover the total envisaged expenditure; or c) no acceptable tenders are received. d) there is a material irregularity in the tender process.</p>
C.1.5.2	The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised
C.1.5.3	An Employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time
C.2	Tenderer's obligations
C.2.1	<p>Eligibility Only those tenderers who satisfy the following criteria are eligible to submit tenders:</p> <p>a) CIDB registration</p> <p>Registered with the CIDB, at close of tender, 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, as per amended notice no. 357 of 2019, for a 4CE or higher class of construction work.</p>

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Clause Number	Data / Wording
	<p>This procurement document has been formatted and compiled under the headings as contained in the CIDB’s “Standard for Uniformity in Construction Procurement.”</p> <p>Tenderers whose CIDB registration expires within the tender validity period, need to demonstrate that there is a reasonable chance of being registered in the appropriate grading designation during the tender evaluation period, by submitting a copy of their timely application for CIDB registration, with their tender submission.</p> <p>Tenders received from such tenderers who are not capable of being registered in the required contractor designation, within 10 working days after either expiry of their registration or after being requested to provide proof of registration, will be considered non-responsive. Note that in terms of the Construction Industry Development Board Act, 2000 (Act No. 38 of 2000) a registered contractor must apply for renewal of registration three months before the existing registration expires.</p> <p>Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower 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, as per amended notice no. 357 of 2019, are not eligible to have their tenders evaluated.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <p>a) every member of the joint venture is registered with the CIDB;</p> <p>b) the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status, and</p> <p>c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4CE or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019.</p>
<p>C.2.1.1</p>	<p>Only those bidders who satisfy the following eligibility criteria are eligible to submit bids:</p> <ol style="list-style-type: none"> a. the Contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer’s procurement due to corrupt or fraudulent practices; b. the Tenderer does not have the legal capacity to enter into the contract; c. the Contractor submitting the tender is 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 the foregoing; d. The Tenderer does not comply with the legal requirements stated in the Employer’s procurement policy; e. The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract; f. The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

Clause Number	Data / Wording
	This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement."
C.2.2	
C.2.2.1	The tenderer must be notified of all arithmetic errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of the rates / prices as corrected by the Employer's Agent without changing the tender amount / final offer.
C.2.2.2	Cost of Tender The cost of the tender documents charged by the Employer shall be limited to the actual cost incurred by the Employer or Employer's Agent for printing the documents
C.2.3	Check Documents Check the tender documents on receipt for completeness and notify the Employer of any discrepancy or omission.
C.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.
C.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.
C.2.7	Seek Clarification The arrangements and venue for the compulsory Clarification Meeting are: Venue: Moretele Local Municipality, Municipal Hall, 4065 B, Mathibestad, Makapanstad 0404. Date: 12 August 2025 at 11:00 AM Name of the Firm: Dikgabo Consulting Engineers Contact Person: Floyd Rakau, Pr. Eng Tel: 011 656 4075 Fax: (086) 550 7497 E-mail: floyd@dikgabo.co.za
C.2.8	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.
C.2.9	Pricing the Tender Offer
C.2.9.3	This contract shall not be subject to Contract Price Adjustments, foreign fluctuations, etc and all rates and prices shall remain fixed, final and binding for the full duration of this contract.
C.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 (refer to the standard condition of Tender).
C.2.12	Alternative Tender Offers No alternative tender offers will be considered
C.2.13	Submitting a tender offer
C.2.13.1	Submit one tender offer only as a single tendering entity to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Clause Number	Data / Wording
This procurement document has been formatted and compiled under the headings as contained in the CIDB’s “Standard for Uniformity in Construction Procurement.”	
C.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.
C.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.
C.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.
C.2.13.5	Tender offers shall be submitted as original only. The 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. Under no circumstances whatsoever may the tender forms be retyped or redrafted. Photocopies of the original tender documentation may be used, but an original signature must appear on such photocopies.
C.2.13.6	<p>Bidders are requested to deliver the submission in one envelope. The Employer's address for delivery of tender offers and identification details to be shown on the tender offer package is:</p> <p>Title to appear on envelope one (1):</p> <p style="text-align: center;">“BID NUMBER: MLM/IDS/S/P7/W26/25-26 WARD 26 BASIC SANITATION PHASE 7</p> <p>This envelope must contain the returnable SCM Documentations, Relevant Annexures and Appendixes. This envelope must contain printed copies of all the pages in this document, duly completed and signed, inclusive of the pricing schedules (bill of quantities), which must be submitted in one envelope as detailed below.</p> <p>For identification purposes, bidders are requested to ensure that the envelopes containing the company's bids are clearly marked and are easily identifiable by the company's logo or name.</p> <p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of Tender Box: Moretele Local Municipality Physical Address: 4065 B, Mathibestad, Makapanstad 0404. Identification Details: Tender No. MLM/IDS/S/P7/W26/25-26</p>
C.2.13.7	Seal the original tender offer in an outer package that states on the outside only the Employer's address and identification details as stated in the tender data. A two-envelope system will not be followed .
C.2.13.8	Accept that the Employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
C.2.13.9	Accept that tender offers submitted by facsimile or e-mail and late tenders will be rejected by the Employer.
C.2.14	Information and data to be completed in all respects

Employer
 Witness 1
 Witness 2
 Contractor
 Witness 1
 Witness 2

Clause Number	Data / Wording
This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement."	
	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 .
C.2.15	<p>Closing time The closing time for submission of Tender Offers is: 12:00 on Wednesday, 03 SEPTEMBER 2025.</p> <p>The Moretele Local Municipality is not obliged to accept the lowest or any tender and reserves the right to accept any tender in whole or in part.</p>
C.2.16	The tender offer validity period is ninety (90) days from the closing time for the submission of tenders.
C.2.18.2	Over and above the information resources stipulated in the evaluation criteria, the Tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
C.2.19 I	<p>Inspections, tests, and analysis</p> <p>Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.</p>
C.2.20	<p>Submit securities, bonds, and policies</p> <p>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.</p>
C.2.23	<p>The Tenderer is required to submit his/her tender with all documents and schedules listed under T2.1 and T2.2</p> <p>The certificates as required in the Returnable Schedules and Forms must be provided with the tender for each party to a consortium / joint venture.</p>
C.2.24	<p>Canvassing and obtaining of additional information by tenderers</p> <p>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</p> <p>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</p>
C.2.25	<p>Prohibitions on awards to persons in service of the state</p> <p>The Employer is prohibited to award a tender to a person -</p> <ol style="list-style-type: none"> a. who is in the service of the state; or b. if that person is not a natural person, of which any director, manager, principal shareholder or c. stakeholder is a person in the service of the state; or d. a person who is an advisor or consultant contracted with the Municipality. <p>In the service of the state means to be -</p> <ol style="list-style-type: none"> a. a member of:- <ol style="list-style-type: none"> 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;


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

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	<ul style="list-style-type: none"> e. provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); f. a member of the accounting authority of any national or provincial public entity; or g. An employee of Parliament or a provincial legislature. <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
C.3	The Employer's undertakings
C.3.1	Respond to requests from the tenderer The Employer will respond to requests for clarification received up to three (3) working days before the tender closing time
C.3.2	Issue Addenda Addenda will be issued until five (5) working days before the tender closing time.
C.3.5	The time and location for the opening of the tender offers are: Time: 12:00 on Wednesday, 03 SEPTEMBER 2025. Location / Venue: Moretele Local Municipality, 4065 B, Mathibestad, Makapanstad 0404
C.3.9	
C.3.9.1	Check the highest ranked tenders or tenderers with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3 for: <ul style="list-style-type: none"> 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 line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or the summation of the prices.
	The arithmetical errors shall be corrected in the following manner: <ul style="list-style-type: none"> a. Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern. b. 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. c. Where there is an error in the total of the prices either as a result of other Corrections required by this checking process or in the tenderer's addition of prices, the 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. <p>The Tender Offer will be rejected if the tenderer does not correct or accept the Correction of the arithmetical error in the manner described above</p>
C.3.11	Functionality, Price and Preference The purpose of the evaluation is to ensure and promote compliance with the Constitution, specifically Section 217, which provides that when organs of state contract for goods or services, they must do so in accordance with a system which is fair, equitable, transparent, competitive and cost-effective. The evaluation of bids will be undertaken in 4 Stages/ Phases.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

Clause Number	Data / Wording
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C.3.12	<p>The procedure for the evaluation of responsive tenders is Functionality, Financial offer, Preference and Objective criteria) as explained in the CIDB’s Standard for Uniformity in Construction Procurement August 2019 (clause 4.3.1).</p> <p>Breakdown points for Functionality points are outlined below. The procedure for the evaluation of responsive tenders is detailed as follows:</p> <p>Phase One: Responsiveness to the eligibility criteria, bid and mandatory requirements and rules. Tenderers that do not meet the compliance requirements stipulated above will be disqualified from further evaluation.</p> <p>Phase Two: Tenderers must meet the minimum requirements outlined in the functionality criteria and score the at least the minimum functionality points to be considered for further evaluation. Tenderers which do not meet minimum functionality points of 70 will then be rejected.</p> <p>Phase Three: Bidders passing all stages above will thereafter be evaluated on PPPFA (80/20 or 90/10).</p> <p>Phase Four: Objective criteria and Risk analysis</p>
<p>PHASE ONE: RESPONSIVENESS TO THE ELIGIBILITY CRITERIA, BID AND MANDATORY REQUIREMENTS AND RULES:</p> <p>Tenderers’ proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:</p> <ol style="list-style-type: none"> 1. Tender Document (This Document must be submitted in its original format) 2. Tenders which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted. 3. Tenderer must be registered with CIDB in the correct grading and class of works as per the tender notice and requirements and the status on CIDB must be active during award stage. It is the responsibility of the tenderer to keep the status on CIDB active throughout bidding process (i.e from advert till award stage). 4. Tenderer must be a legal entity or partnership or joint venture or consortia. 5. Form of offer and Acceptance (fully completed and signed) 6. MBD 4- Declaration of Interest (fully completed and signed) 7. MBD 5-Declaration for procurement above R10 million (all applicable taxes included) - (fully completed and signed) 8. MBD 8- Declaration of Bidder’s past Supply Chain Management Practices. (Completed and signed) 9. MBD 9- Certificate of Independent Bid Determination. (Completed and signed) 10. Compulsory Enterprise Questionnaire (Completed and signed) 11. If the offer (any of the items quoted for) is “Vat Inclusive”, the VAT registration number of service provider must be indicated. Bidders are not entitled to claim the VAT if they are not VAT registered. 12. Certificate of Authority for Joint Ventures (if applicable). In the case of a joint venture, a signed JV agreement stating the share interest or percentage of each partner should also be made available to the department by the JV. CIDB regulations and prescripts apply. 13. Resolution to Sign (if applicable) must be completed and furnished with the tender. 14. Attendance of compulsory briefing meeting 15. Only one offer per item per bidder is allowed and alternative offers will not be considered. If more than one offer per item is received, none of the offers will be 	


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

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	<p>considered. Tenderers are also not allowed to submit a bid/ quotation whilst they are in agreement with other tenderers in the form of joint ventures or consortiums.</p> <p>16. Bidder (Company and director/partner or sole propriety) must attach proof of municipal rates on municipality letterhead which are not older than 90 days. If the statement of municipal rates is not in the name of the bidder, an affidavit from SAPS must be attached. or Letter of traditional authority not older than 90 days for the bidder. OR In case of a lease agreement, a signed lease agreement by both parties (lessor & lessee), an affidavit indicating that the bidder and/or the director does not have municipal account and that the municipal services, rates and taxes are paid by the property owner must be attached. The tenderer will be rejected if it has failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges (where they are applicable) are in arrears for more than three months.</p> <p>17. The tenderer is required by law to prepare annual financial statements for auditing; it must submit its audited annual financial statements— (aa) for the past three years; or (bb) since their establishment if established during the past three years.</p> <p>18. Relevant letter of Good Standing with the Compensation for Occupational Injuries and Diseases</p> <p>Other Conditions of bid (Non eliminating, unless expressly mentioned in the document):</p> <ol style="list-style-type: none"> 1. MBD 1 form 2. The bidder must be registered on the Central Supplier Database (CSD) prior the award. 3. All tenderer’s tax matters must be in order prior award. Bidders’ tax matters will be verified through CSD. 4. The bidder must complete section 1.3.1.2 of the Preference Points Form to claim points on Specific goals. Non completion of the schedule / form will result in a bidder losing preferential points. <p>PHASE TWO: TENDER WHO PASS STAGE 1 WILL THEN BE EVALUATED ON FUNCTIONALITY CRITERIA, AS OUTLINED BELOW:</p> <ol style="list-style-type: none"> 1. The tender will be expected to submit substantial information (valid copies and detailed information as ordered) in order to claim points for each of the criteria or sub criteria set. 2. The tenderer must demonstrate to the satisfaction of the Employer that it has sufficient skill and capacity to execute the works. 3. The form or the evaluation criteria and maximum score in respect of each of the criteria listed in 5.11.9. 4. A Tender scoring an average score below 70 points in Functionality will be considered as DISQUALIFIED from evaluation and will be discarded from any further evaluation. 5. Non-submission or poorly completed schedule or incomplete information will result in a tenderer losing points on Functionality. CVs which do not substantially detail relevant experience will also lead to a bidder losing points on Functionality, It is the responsibility of the tenderer to ensure that all copies are clear and certified when the conditions require them to be so. 6. No second chance will be given to a tenderer to submit some information after tender closure on this stage of evaluation i.e. functionality.


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

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	<p>This procurement document has been formatted and compiled under the headings as contained in the CIDB’s “Standard for Uniformity in Construction Procurement.”</p> <p>PHASE THREE: EVALUATION POINTS ON PRICE AND SPECIFIED GOALS</p> <p>The 80/20 preference point system shall be applied for the purposes of this bid as per the requirements of the <i>Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)</i>.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Criteria</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>Points on Price</td> <td style="text-align: center;">80</td> </tr> <tr> <td>Specified Goals</td> <td style="text-align: center;">20</td> </tr> <tr> <td>Total</td> <td style="text-align: center;">100</td> </tr> </tbody> </table> <p>The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:</p> <p>(a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):</p> <p>The financial offer will be scored using the following formula: $A = (1 - \frac{P - P_m}{P_m})$</p> <p>The value of value of W_1 is:</p> <ol style="list-style-type: none"> a. 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or b. 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000. <p>The table below must be used to calculate the score out of 20 for Specified Goals</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: #d3d3d3;">The specific goals allocated points in terms of this tender</th> <th style="background-color: #ff0000; color: white;">Number of points allocated (90/10 system) (To be completed by the organ of state)</th> <th style="background-color: #ff0000; color: white;">Number of points allocated (80/20 system) (To be completed by the organ of state)</th> <th style="background-color: #d3d3d3;">Number of points claimed (90/10 system) (To be completed by the tenderer)</th> <th style="background-color: #d3d3d3;">Number of points claimed (80/20 system) (To be completed by the tenderer)</th> </tr> </thead> <tbody> <tr> <td>HDIs (Who had no franchise on national elections before the 1983 and 1993 constitution) /black ownership</td> <td style="text-align: center;">--</td> <td style="text-align: center;">5</td> <td style="text-align: center;">--</td> <td></td> </tr> <tr> <td>Points for 51% Women's Equity</td> <td style="text-align: center;">--</td> <td style="text-align: center;">5</td> <td style="text-align: center;">--</td> <td></td> </tr> <tr> <td>Points for black person with Disability</td> <td style="text-align: center;">--</td> <td style="text-align: center;">2.5</td> <td style="text-align: center;">--</td> <td></td> </tr> <tr> <td>Points for 51% owned Youth firm</td> <td style="text-align: center;">--</td> <td style="text-align: center;">5</td> <td style="text-align: center;">--</td> <td></td> </tr> <tr> <td>Points for Locality (Contractors domiciled in the North West Province)</td> <td style="text-align: center;">--</td> <td style="text-align: center;">2.5</td> <td style="text-align: center;">--</td> <td></td> </tr> <tr> <td>Form not completed or submitted</td> <td style="text-align: center;">--</td> <td style="text-align: center;">0</td> <td style="text-align: center;">--</td> <td></td> </tr> </tbody> </table>	Criteria	Points	Points on Price	80	Specified Goals	20	Total	100	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)	HDIs (Who had no franchise on national elections before the 1983 and 1993 constitution) /black ownership	--	5	--		Points for 51% Women's Equity	--	5	--		Points for black person with Disability	--	2.5	--		Points for 51% owned Youth firm	--	5	--		Points for Locality (Contractors domiciled in the North West Province)	--	2.5	--		Form not completed or submitted	--	0	--	
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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Clause Number	Data / Wording
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	<p>NOTE:</p> <p>The tenderer must submit a CSD number, CIPC documents indicating share ownership or directorship of the company or a comprehensive CSD report which must indicate the names of the owners, their gender, race, age, whether there is a person living with disability or not and the address of a company (first address on CSD), in order to claim the preferential procurement points.</p> <p>In the case of a Joint Venture, the first table on Paragraph 8 in the preference points claim form (Table 1) must be completed by all partners of the JV. The second table (Table 2) must be completed with information related to HDI ownership in the JV, the last column will then be used for purposes of claiming points above.</p> <p>PHASE FOUR: OBJECTIVE CRITERIA AND RISK ANALYSIS</p> <p>1. The Employer reserves the right not to appoint the highest point scorer, when any of the objective criteria are taken into consideration:</p> <p>When the tenderer has any of the following:</p> <ol style="list-style-type: none"> It has been removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract. If it is a JV, any of the JV partners. It has completed the project with the Employer after being put on penalties. It has completed the project after having being issued with Health and Safety non compliances (such as Contravention notices, prohibition notices, fines, site closures); It is litigating against the Employer on matters relating to tender processes and such processes have not been concluded by the courts of the country; It must be noted that the financial health of the tenderer will be assessed, if deemed necessary, to ensure that the service provider will be able to operate as per required deliverable. It may be overlooked if the Employer is not satisfied that the tenderer will be able to deliver to the tenders of the contract; The tenderer has unduly high or unduly low tendered rates in the tender offer. In this regard, and a financial risk analysis has been performed to verify whether the costs are reasonable and balanced. In terms of unduly high tendered amounts in the tender offer, negotiation process as outlined in Regulation 24 of the MFMA Regulations will apply. <p>2. This tender will be considered as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances), failure to do so will increase the commercial risk of the tender and may lead to elimination or passing over of the tenderer.</p> <p>Tenders may be disqualified if tendered rates are found to be distorted. The market average of received bid prices excluding Outliers, as well as the Moretele Local Municipality estimate will be used as a guide to indicate financial risk.</p>
<p>C.3.11.9</p>	<p>All proposals will be evaluated in terms of functionality with a maximum of 100 functionality points. All proposals meeting minimum scores of 70 points will be considered for the next final evaluation stage whereby proposals will be evaluated in terms of Price and Preference.</p>

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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	<p>The score for functionality will be calculated using the following formula:</p> $W_Q = \frac{W_2 \times S_o}{M_s}$ <p>Where:</p> <p>W₂ = is the percentage score given for quality and equals 100</p> <p>S_o = is the maximum possible score for quality allocated to the submission under consideration</p> <p>M_s = is the maximum possible score for quality in respect to the submission</p> <p>The quality will comprise scores for the following based on criteria indicated in the respective tender returnable schedules:</p>				
Evaluation Criteria		Scoring System		Maximum Score	Tenderer Score
1.	<p>The tenderer shall attach evidence of implemented traceable projects.</p> <p>(i) Tenderers to provide appointment letters, and (ii) Correlating completion certificates (iii) Signed and stamped reference letters on a template provided by Moretele Local Municipality. Refer to "Form I" in T2.2. (iv) Complete project experience. Refer to "Form F" in T2.2.</p> <p>Note: Completed reference forms shall be verified with the employer/client. Failure to submit the signed and stamped reference letter will result in zero points being allocated for the claimed project.</p>				
1.1	Company/ Entity's work experience in Sanitation Projects	Similar Tender Experience	30	30%	
		Over 5 similar projects	30		
		3 - 5 similar projects	20		
		1 - 2 similar projects	10		
		No attachments	0		
1.2	Civil Related Projects	Related Tender Experience	10	10%	
		Over 5 similar projects	10		
		3 - 5 similar projects	5		
		1 - 2 similar projects	2		
		No attachments	0		
2.	Financial References (Demonstrate financial capacity to execute the	2.1 Bank Rating	5	10%	
		Bank rating of "A&B"	5		
		Bank rating of "C"	3		
		Bank rating of "D"	2		

Employer

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Witness 2

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	projects, by attaching a letter from the bank with their rating)	Bank rating of "E" & below	1	
		Bank Rating Letter not attached	0	
		2.2 Audited Financial Statement	5	
3.	Key Personnel Experience and qualification of Key Staff Note: Name/s of various employees occupying the positions below must be stated; certified copies (not older than 3 months) of qualifications must be attached in order to qualify for points.	3.1 Contract Manager	15	30%
		a. BSc Eng/ BTech Eng Civil Eng b. 5-10 years of relevant experience	15	
		a. Ndip Eng/ NTD Civil Eng b. 5-10 years of relevant experience	10	
		a. Certificate in Civil Engineering and b. 5-10 years relevant experience	5	
		3.2 Site Agent	10	
		a. NQF Level 5 Certificate/ N6 b. 5 years of relevant experience	10	
		a. NQF Level 5 Certificate/ N6 b. 3 years of relevant experience	5	
		3.3 Site Foreman	5	
		a. NQF level 5 b. 5 years of relevant experience	5	
		a. NQF level 3 b. 3 years of relevant experience	3	
Evaluation Criteria	Scoring System		Maximum Score	Tenderer Score
4.	Availability of Plant and Equipment necessary for construction	Plant and Equipment	20	20%
		a. TLB, Bakkie and Roller - own	20	
		b. TLB, Bakkie and Roller – Lease Agreement in place	10	
		c. TLB, Bakkie and Roller – letter to intent to hire – no agreement	5	
		No attachments	0	
Note: These plants and equipment can be owned or rented. Attach proof of ownership or intention to lease if renting (attach intention to lease letter and proof of ownership for the plants and equipment from the leaser). Tenderers are to submit ownership proof in the name of the company/ director to claim for full (100%) points or a Lease agreement to claim for half (50%) points.				
TOTAL EVALUATION POINTS SCORE FOR QUALITY, TENDERERS WITH A SCORE OF LESS THAN 70% WILL BE REJECTED AS NON-RESPONSIVE			100%	

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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<p>C.3.13.1</p>	<p>The legal requirements for acceptance of the tender offer are:</p> <ol style="list-style-type: none"> a. Tender Defaulters Register - the Tenderer or any of its principals is <u>not</u> 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. b. Abuse of the SCM System - the Tenderer has <u>not</u> abused the Employer's Supply Chain Management System and has <u>not</u> been given a written notice to the effect that he has failed to perform on any previous contract. c. Declaration - the Tenderer has indicated and declared whether or not a spouse, child or parent of the Tenderer is in the service of the State. d. Fraud and Corruption - the Employer is satisfied that the Tenderer or any of his principals have <u>not influenced</u> the tender offer and acceptance by the following criteria: <ol style="list-style-type: none"> (i) having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining of this Contract; (ii) having acted in a fraudulent or corrupt manner in obtaining this Contract; (iii) having approached an officer or employee of the Employer or the Employer's Agent with the object of influencing the award of a Contract in the Tenderer's favour; (iv) having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Tendering for this Contract or as to the amount of the Tender to be submitted by either party; (v) having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender. <p>The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already.</p> 																								
<p>C.3.18</p>	<p>The number of paper copies of the signed contract to be provided by the Employer is one (1).</p>																								

Employer
 Witness 1
 Witness 2
 Contractor
 Witness 1
 Witness 2

T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return all information requested.

T2.2 RETURNABLE SCHEDULES REQUIRED FOR TENDER RESPONSIVENESS AND FOR TENDER EVALUATION PURPOSES

A	Certificate of Attendance at Clarification Meeting.....	T23
B	Record of Addenda to Tender Documents	T24
C	Certificate of Authority (On Company Letterhead)	T25
D	Compulsory Enterprise Questionnaire.....	T30
E	Plant and Equipment	T31
F	Experience of Tenderer (Schedule of Work Satisfactorily Carried out by Tenderer) .	T32
G	Proposed Subcontractors	T33
H	Key Personnel (Schedule).....	T34
I	Evaluation Schedule: Experience on Previous Project References).....	T35
J	Deviations and Qualifications	T41
K	Contractor's Health and Safety Declaration.....	T42
L	Tenderer's BEE Verification Certificate	T44
M	Schedule of Alternative Tenders.....	T45
N	Tender's Participation in Job Creation Using Local Labour.....	T46
O	Tenderer's Banking Details and Rating	T47
P	Municipal Account for The Business and Directors Not Owing for More Than 90 Days or Municipal Account from Private Provider or Statement of Account from Landlord with Valid Lease Agreement.	T48
Q	CIDB Registration Certificate.....	T49
R	Proof of Registration of Bidder and Certified ID Copies of Owners/Directors/Shareholders	T50
S	CSD Summary Report (not older than one month)	T51
T	Relevant letter of Good Standing with the Compensation for Occupational Injuries and Diseases.....	52
U	MBD 4: Declaration of Interest	T53
V	MBD 5: Declaration for Procurement Above R10 Million (Vat Included).....	T56
W	MBD 6.1 Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2022.....	T57
X	MBD 7.2: Contract Form – Rendering Services	T61
Y	MBD 8: Declaration of Bidder's Past Supply Chain Management Practices	T63
Z	MBD 9: Certificate of Independent Bid Determination	T65
AA	Preliminary Construction Programme (and Monthly Cashflow).....	C53

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

NOTE: The Tenderer is required to complete each and every schedule and form listed above to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the schedules and forms to the satisfaction of the Employer may lead to rejection on the grounds that the tender is not responsive.

T2.3 SUMMARISED DOCUMENTS REQUIRED FOR TENDER RESPONSIVENESS (Mandatory) (Mandatory)

1. Municipal account for the business and directors not in arrears for more than 90 days or municipal account from private provider or statement of account from the landlord with the valid lease agreement.
2. Certified Company registration certificate
3. Valid CIDB Registration confirmation
4. Certified copy or original certificate of BBBEE issued by SANAS/CIPC/Sworn Affidavit signed and stamped by the commissioner of oath (For joint ventures the certificate must be consolidated)
5. Completed and signed Form of Offer and Acceptance
6. Certified ID Copies of Owners and Directors/Shareholders
7. All pages signed, initialled, and completed.
8. CSD summary report not older than one month
9. Authority for Signatory on company letterhead
10. Relevant letter of Good Standing with the Compensation for Occupational Injuries and Diseases
11. Proof of purchase of the tender document
13. Joint venture (JV) agreement if applicable
14. Compulsory Enterprise questionnaires (MBD Forms)
15. Compulsory briefing certificate
16. Letter of intent from a registered financial institution as guarantor in the amount of 10% for surety.

NB. Failure to adhere to the above conditions will lead to automatic disqualification.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

A. CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that (*Tenderer*)

of (*address*)

.....
was represented by the person(s) named below at the compulsory clarification meeting held for all Tenderers **Moretele Local Municipality, 4065 B, Mathibestad. (Refer to the Clarification Meeting Venue Plan in Section T1.1)**

I / We acknowledge that the purpose of the meeting was to acquaint myself/ourselves with the site of the works and/or matters incidental to doing the work specified in the tender documents in order for me/us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of the person attending the meeting:

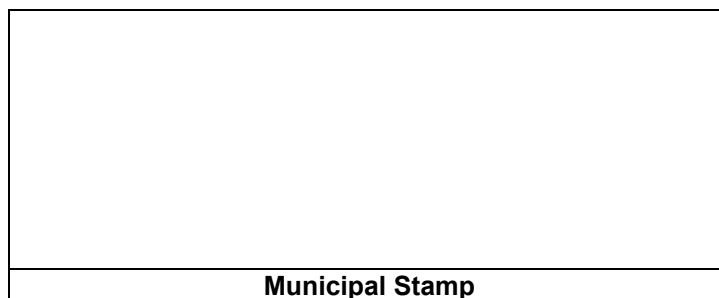
Name: Signature:

Capacity:

Attendance of the above person at the meeting is confirmed by the Employer's Agent, namely:

Name: Signature:

Capacity: Date and Time:



Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2
----------	-----------	-----------	------------	-----------	-----------

B. RECORD OF ADDENDA TO TENDER DOCUMENTS

The undersigned 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:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Please attach all Addenda to this page

SIGNATURE:

DATE:

(Of person authorised to sign on behalf of the Tenderer)

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C. CERTIFICATE OF AUTHORITY

The Tenderer must indicate the enterprise status by ticking the appropriate box hereunder.

(I) SOLE PROPRIETOR	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) COMPANY	(V) JOINT VENTURE

The Tenderer must complete the relevant certificate/s set out hereafter or must provide a certificate authorising the signatory on behalf of the enterprise(s).

(I) CERTIFICATE FOR SOLE PROPRIETOR

I....., hereby confirm that I am the sole owner of the

business trading as:.....

Specimen Signature of Sole Owner:

Date:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

(II) CERTIFICATE FOR CLOSE CORPORATION

I / We, the undersigned, being the key members in the business trading as.....
 Hereby authorise Mr/Ms
 acting in the capacity of, to sign all documents in
 connection with the tender for Contract No. and any contract resulting
 from it on our behalf.

Signatures of Members:

NAME	ADDRESS	SIGNATURE	DATE

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

Specimen Signature of Signatory:

Date:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

(III) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as

.....

hereby authorise Mr/Ms

acting in the capacity of, to sign all documents in connection with the

tender for Contract No. and any contract resulting from it on

our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note: *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.*

Specimen Signature of Signatory:

Date:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

(IV) CERTIFICATE FOR COMPANY

I, chairperson of the Board of Directors
of, hereby confirm that by resolution of the Board
(copy attached) taken on 20.....,
Mr/Ms, acting in the capacity of
....., was authorised to sign all documents in
connection with this tender and any contract resulting from it on behalf of the company.

Signature of Chairman:

Specimen Signature of Signatory:

Date:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

(V) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize

Mr/Ms.....authorized signatory of the company,.....

acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract No **MLM/IDS/S/P7/W26/25-26**

.....and any contract resulting from it, on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORIZING SIGNATURE NAME AND CAPACITY
Lead Partner		

Note: *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.*

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

D. COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished:

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.															
Section 1: Name of enterprise:															
Section 2: VAT registration number, if any:															
Section 3: CIDB registration number, if any:															
Section 4: CSD number:															
Section 5: Particulars of sole proprietors and partners in partnerships:															
<table border="1"> <thead> <tr> <th>Name*</th> <th>Identity number*</th> <th>Personal income tax number*</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>				Name*	Identity number*	Personal income tax number*									
Name*	Identity number*	Personal income tax number*													
<i>* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners</i>															
Section 6: Particulars of companies and close corporations															
Company registration number:															
Close corporation number:															
Tax reference number:															
Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tenderrequirement.															
Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tenderrequirement.															
Section 9: SBD8 issued by National Treasury must be completed for each tender and be attached as a tenderrequirement.															
Section 10: SBD9 issued by National Treasury must be completed for each tender and be attached as a tenderrequirement.															
The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:															
<ul style="list-style-type: none"> i) authorizes the Employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order; ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004; iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption. iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct. 															
Signed		Date													
Name		Position													
<i>Enterprise Name</i>															

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

E. PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract if my / our tender is accepted.

(a) **Details of major plant and equipment owned by me / us and immediately available for this contract:**

DESCRIPTION (type, size, capacity, etc.)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

(b) **Details of major plant and equipment that will be hired or acquired for this contract if my / our tender is accepted:**

DESCRIPTION (type, size, capacity, etc.)	QUANTITY	HOW ACQUIRED	
		HIRE/BUY	SOURCE

Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

SIGNATURE:

DATE:

(of person authorised to sign on behalf of the Tenderer)

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

H. KEY PERSONNEL

The Tenderer must insert in the spaces provided below a list of the key personnel to be employed in the construction of the Works together with a resumé of their experience with particular reference to the construction of similar Works.

The Tenderer shall attach the curriculum vitae of the listed key personnel to the next page.

DESIGNATION	NAMES	PROJECT TYPE	VALUE OF WORK	YEAR COMPLETED
Contract Manager. Proof of registration with BSc Eng or BTech Eng,				
Qualified Site Agent or Supervisor with NQF 5 in Civil Eng – Sanitation projects				
Qualified Foreman with NQF 3 in Civil Eng – Sanitation projects				
Safety / SHEQ Officer. Proof of Safety Health and Environmental Qualification and experience				
Qualified and experienced Surveyor Technologist or Technician. – Sanitation projects				

Attach additional pages if more space is required

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

DATE:

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

I. EVALUATION SCHEDULE: EXPERIENCE ON PREVIOUS PROJECT REFERENCES

FORM 1. EXPERIENCE ON PREVIOUS PROJECT REFERENCES: FOR RECOMMENDATION PURPOSES

The following is to be completed by the Client and are to be supported in each case accompanied by a (i) Signed Appointment Letter; (ii) Completion Certificate (iii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME 1:

Type of Project, e.g.: (Municipal infrastructure, such as Roads, Water, Sanitation, etc.)

Name of Client:

Name of the Contractor:

Tender Amount (VAT included)

Name of Project and Description:

Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

Any other remarks considered necessary to assist in the evaluation of the Service Provider?.....

Client Contact Person: Telephone:

I hereby declare that to the best of my knowledge, the information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:..... Date:.....

CLIENT STAMP

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

FORM 2. EXPERIENCE ON PREVIOUS PROJECT REFERENCES: FOR RECOMMENDATION PURPOSES

The following is to be completed by the Client and are to be supported in each case accompanied by a (i) Signed Appointment Letter; (ii) Completion Certificate (iii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME 2:

Type of Project, e.g.: (Municipal infrastructure, such as Roads, Water, Sanitation, etc.)

Name of Client:

Name of the Contractor:

Tender Amount (VAT included)

Name of Project and Description:

Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

Any other remarks considered necessary to assist in the evaluation of the Service Provider?.....
.....
.....

Client Contact Person: Telephone:

I hereby declare that to the best of my knowledge, the information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:..... Date:.....

CLIENT STAMP

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

FORM 3. EXPERIENCE ON PREVIOUS PROJECT REFERENCES: FOR RECOMMENDATION PURPOSES

The following is to be completed by the Client and are to be supported in each case accompanied by a (i) Signed Appointment Letter; (ii) Completion Certificate (iii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME 3:

Type of Project, e.g.: (Municipal infrastructure, such as Roads, Water, Sanitation, etc.)

Name of Client:

Name of the Contractor:

Tender Amount (VAT included)

Name of Project and Description:

Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

Any other remarks considered necessary to assist in the evaluation of the Service Provider?.....

Client Contact Person: Telephone:

I hereby declare that to the best of my knowledge, the information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:..... Date:.....

CLIENT STAMP

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

FORM 4. EXPERIENCE ON PREVIOUS PROJECT REFERENCES: FOR RECOMMENDATION PURPOSES

The following is to be completed by the Client and are to be supported in each case accompanied by a (i) Signed Appointment Letter; (ii) Completion Certificate (iii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME 4:

Type of Project, e.g.: (Municipal infrastructure, such as Roads, Water, Sanitation, etc.)

Name of Client:

Name of the Contractor:

Tender Amount (VAT included)

Name of Project and Description:

Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

Any other remarks considered necessary to assist in the evaluation of the Service Provider?.....

Client Contact Person: Telephone:

I hereby declare that to the best of my knowledge, the information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:..... Date:.....

CLIENT STAMP

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

FORM 5. EXPERIENCE ON PREVIOUS PROJECT REFERENCES: FOR RECOMMENDATION PURPOSES

The following is to be completed by the Client and are to be supported in each case accompanied by a (i) Signed Appointment Letter; (ii) Completion Certificate (iii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME 5:

Type of Project, e.g.: (Municipal infrastructure, such as Roads, Water, Sanitation, etc.)

Name of Client:

Name of the Contractor:

Tender Amount (VAT included)

Name of Project and Description:

Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

Any other remarks considered necessary to assist in the evaluation of the Service Provider?.....

Client Contact Person: Telephone:

I hereby declare that to the best of my knowledge, the information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:..... Date:.....

CLIENT STAMP

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

FORM 6. EXPERIENCE ON PREVIOUS PROJECT REFERENCES: FOR RECOMMENDATION PURPOSES

The following is to be completed by the Client and are to be supported in each case accompanied by a (i) Signed Appointment Letter; (ii) Completion Certificate (iii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME 6:

Type of Project, e.g.: (Municipal infrastructure, such as Roads, Water, Sanitation, etc.)

Name of Client:

Name of the Contractor:

Tender Amount (VAT included)

Name of Project and Description:

Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

Any other remarks considered necessary to assist in the evaluation of the Service Provider?.....

.....

.....

Client Contact Person: Telephone:

I hereby declare that to the best of my knowledge, the information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:..... Date:.....

CLIENT STAMP

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

K. CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 5(1)(h) of the OHS Act 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS Act 1993 Construction Regulations 2014.

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

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:
 - (a) From my own competent resources as detailed in 4(a) hereafter: ***Yes / No**
 - (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ***Yes / No**
 - (c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter: ***Yes / No**

(* = delete whatever is not applicable)

4. Details of resources I propose:

Note: Competent resources shall include safety personnel such as the construction manager, construction health and safety officer and construction supervisor as defined in Regulation 8, and competent persons as defined in the OHS Act 1993 Construction Regulations 2014, as applicable to this contract.

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

(b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

(i) By whom will training be provided?

(ii) When will training be undertaken?

(iii) List the positions to be filled by persons to be trained or hired:

.....

.....

(c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

.....

.....

5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable, sufficiently documented and coherent site specific Health and Safety Plan in accordance with Regulation 7(1)(a) of the Construction Regulations, which plan shall be subject to approval by the Employer.

6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Health and Safety Specifications as well as the OHS Act 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.

7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS Act 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied in terms of the said Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.

8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHS Act 1993 Construction Regulations 2014 and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE:

DATE:

(of person authorised to sign on behalf of the Tenderer)

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

L. TENDERER'S BEE VERIFICATION CERTIFICATE

Notes to tenderer:

1. The tenderer shall attach to this form a valid original or original certified copy of the BBBEE verification certificate issued by SANAS in accordance with the Construction Sector Codes of Practice promulgated in Gazette 32145 on 5 June 2009 subject to such certificate having been issued before 17 February 2016, alternatively submit the B-BBEE verification certificate issued in accordance with the revised Notice of Clarification published in Notice 444 of 2015 of Government Gazette No.38799 on 15 May 2015 by the Department of Trade and Industry.
2. A Sworn Affidavit signed and stamped by commissioner of oath
3. In the event of a joint venture (JV), a consolidated B-BBEE verification certificate in the name of the JV shall be attached.
4. The attached verification certificate and the associated assessment report shall identify:
 - a. The name and domicilium citandi et executandi of the tenderer.
 - b. The registration and VAT number of the tenderer.
 - c. The dates of granting of the B-BBEE score and the period of validity.
 - d. The expiry date of the verification certificate.
 - e. A unique identification number.
 - f. The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer.
 - g. The name and/or mark/logo of the B-BBEE verification agency or registered auditor.
 - h. The category (Generic, QSE, Exempt) in which the tenderer has been measured.
 - i. The B-BBEE status level.
 - j. The South African National Accreditation System (SANAS) or Independent Regulatory Board of Auditors (IRBA) logo on the verification certificate once verification agencies have been accredited.
 - k. The B-BBEE procurement recognition level.
 - l. The score achieved per B-BBEE element.
 - m. The % black shareholding.
 - n. The % black women shareholding.
 - o. The % black persons with disabilities
 - p. The value added status of the tenderer.
5. The Employer will not be responsible to acquire data that it needs for its own reporting systems and which may not form part of a verification agency's standard certificate format

The tenderer, at its own cost, must acquire any missing specified data listed in 3 above from its selected verification agency or registered auditor and have it recorded on the certificate. Alternatively, such missing data must be supplied separately, but certified as correct by the same verification agency or registered auditor and also attached to this form. Failure to abide by this requirement will result in such tenderer scoring zero preference.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

N. TENDERER'S PARTICIPATION IN JOB CREATION USING LOCAL LABOUR

The Contractor shall be required to participate in job creation (employment of local labour) by executing various portions of the Works using local labour, recruited through a process as agreed with Moretele Local Municipality Project Manager, from within the local community in the vicinity of the project.

The creation of one job shall mean the employment, for any period of time, of one unskilled labourer from the local community who is a South African Citizen with his/her own unique South African identity document. Proof of citizenship may be audited during the contract period.

The Tenderer shall note the requirements for Job Creation Reporting for EPWP as set out by Government. Requirements of the Expanded Public Works Programme (EPWP) of the project specifications.

The minimum number of jobs to be created using local unskilled labour shall be as set out in the table below.

In order for an offer to be considered responsive, the Tenderer shall complete the table below by indicating the minimum number of jobs that he/she intends to create in terms of job creation participation during the contract period, and this number shall not be less than the minimum stated in the table.

TENDERER'S DECLARATION WITH RESPECT TO PARTICIPATION IN JOB CREATION USING LOCAL LABOUR:

I/We hereby tender to participate in job creation through the employment of local labour by creating the following number of jobs using unskilled labour recruited from the local community:

Labour category	Minimum number of jobs to be created	Tenderer's number of jobs to be created
Unskilled labour	10	

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, confirms that he/she understands the conditions for such participation and confirms that the tender satisfies the conditions for participation in job creation through the employment of local labour.

Name:

Duly authorized to sign on behalf of:

SIGNATURE:

DATE:

(Of person authorised to sign on behalf of the Tenderer)

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

O. TENDERER'S BANKING DETAILS

The tenderer shall attach to this form a letter from the bank at which he declares he conducts his account. The contents of the bank's letter shall include the information requested in (a) to (e) below, and shall in addition state the credit rating that the bank accords the tenderer for the business envisaged by this tender. Failure to provide the required letter with the tender submission may render the tenderer's offer unresponsive in terms of subclause F.3.8 of the Conditions of Tender.

In addition to attaching the aforementioned letter from the bank, the tenderer shall also on this Form N complete the banking details required in (a) to (e) below.

In the event that the tenderer is a joint venture enterprise, details for all the members of the joint venture shall similarly be provided and attached to this Form N.

- (a) Name of account holder:
- (b) Account number:
- (c) Bank name:
- (d) Branch number:
- (e) Bank rating (include confirmation from bank or financial institution):
- (f) Bank and branch contact details:
-
-
-
-
-

SIGNATURE:

DATE:

(of person authorised to sign on behalf of the Tenderer)

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

P. MUNICIPAL ACCOUNT FOR THE BUSINESS AND DIRECTOR (S) NOT OWING FOR MORE THAN 90 DAYS OR MUNICIPAL ACCOUNT OF FROM PRIVATE PROVIDER OR STATEMENT OF ACCOUNT FROM THE LANDLORDS WITH VALID LEASE AGREEMENT

Submit the following:

Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Entity / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up-to-date municipal account cannot be submitted/ statement of account from the landlords with a valid lease agreement.

Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Director (s) or Member (s) / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up-to-date municipal account cannot be submitted/ statement of account from the landlords with a valid lease agreement.

--	--	--	--	--	--

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Q. CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB

Attached hereto is my/ our Contractor's Certificate of Registration with CIDB. My failure to submit the certificate 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.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

R. PROOF OF REGISTRATION OF THE BIDDER

- Natural persons - certified copy of ID document/ passport
- Partnership - a copy of Partnership Agreement plus IDs of all partners
- Company- certified CM29
- Company - certified CM29 and certified copy of ID document/ passport
- Close Corporation- Certified copy of CK1 and/or CK2C and certified copy of ID document/ passport
- Trust- letter of appointment from the Master of the High Court of SA and deed of trust
- JV/Consortium- JV/Consortium Agreement plus CIPC and/or certified copies of ID documents of all JV/Consortium partners

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

S. CSD SUMMARY REPORT

(Important note to Tenderer: Proof of Central Supplier Data Base registration (CSD) valid (not older than one month) on tender closing date must be attached)

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

T. RELEVANT LETTER OF GOOD STANDING WITH THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES

(Important note to Tenderer: Certificates of good standing with the Compensation Commissioner must be inserted here)

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

U. MBD 4: DECLARATION OF INTEREST

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

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

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

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

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

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

3.9.1 If yes, furnish particulars.....
.....

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

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

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

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

3.

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

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

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

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

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Name of Bidder

.....
Capacity of Signatory

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

V. MBD5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:

1. Are you by law required to prepare annual financial statements for auditing? **YES/NO**

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

.....
.....

2. Do you have any outstanding undisputed commitments for Municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days? **YES / NO**

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

2.2 If yes, provider particulars.

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

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? **YES / NO**

3.1 If yes, furnish particulars

.....
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? **YES / NO**

4.1 If yes, furnish the particulars

.....
.....

SIGNATURE:

DATE:

(of person authorised to sign on behalf of the Tenderer)

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

W. MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDIs (Who had no franchise on national elections before the 1983 and 1993 constitution) / black ownership	--	5	--	
Points for 51% Women's Equity	--	5	--	
Points for black person with Disability	--	2.5	--	
Points for 51% owned Youth firm	--	5	--	
Points for Locality (Contractors domiciled in the North West Province)	--	2.5	--	

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

.....

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

X. MBD 7.2: CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to **Moretele Local Municipality** in accordance with the requirements and task directives/proposals specifications stipulated in **Bid Number MLM/IDS/S/P7/W26/25-26** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2
DATE:	

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I in my capacity as
 accept your bid under reference number dated for the rendering
 of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and
 conditions of the contract, within 30 (thirty) days after receipt of an invoice.

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Y. MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Z. MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that 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:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying tender:

**MLM/IDS/S/P7/W26/25-26
WARD 26 BASIC SANITATION PHASE 7**

.....
(Tender Number and Description)

in response to the invitation for the tender made by:

Moretele Local Municipality

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

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

I have read and I understand the contents of this Certificate;
I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
I am authorized by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer;
Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of and to sign the tender, on behalf of the tenderer.

For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:

- (a) has been requested to submit a tender in response to this tender invitation;
- (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
- (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.

The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive tendering.

In particular, without limiting the generality of the preceding paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where the products or services will be rendered (market allocation);
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not submit a tender;
- (e) the submission of a tender which does not meet the specifications and conditions of the tender;

or

- (f) tendering with the intention not to win the tender.

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 tender invitation relates.

The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening and of the awarding of the contract.

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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 such tenderers 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

.....
Full name of Signatory

.....
Capacity of Signatory

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PART 2

CONTRACT

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

THE CONTRACT

Part C1: Agreements and Contract Data

Part C2: Pricing Data

Part C3: Scope of Work

Part C4: Site Information

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C1: AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

A. 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. MLM/IDS/S/P7/W26/25-26: Ward 26 Basic Sanitation Phase 7

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

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

b) **The offered total of the prices inclusive of Value Added Tax is:**

Amount 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.

Signature: (of person authorised to sign the tender):

Name: (of signatory in capitals):

Capacity: (of Signatory):

Name of Tenderer: (organisation):

Address:

Telephone number: Fax number:

c) **Witness:**

Signature:

Name: (in capitals):

Date:

[Failure of a Tenderer to sign this form will invalidate the tender]

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

B. ACCEPTANCE

By signing this part of the 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 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data, including the Schedule of Quantities
- Part 3 Scope of Work
- Part 4 Site Information

and the schedules, forms, drawings, and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorized representatives of both parties.

The Tenderer shall deliver the Guarantee in terms of Clause 6.2.1 of the General Conditions of Contract 2015 within the period stated in the Contract Data, and he shall, immediately after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. 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.

Signature:

Name: (in capitals)

Capacity:

Name of Employer (organisation)

Address:

.....

Witness: Signature: **Name:**

Date:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C. SCHEDULE OF DEVIATIONS

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

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

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the tender documents arising from the above agreement and recorded here shall also be incorporated into the final draft of the Contract.

1. **Subject:**
Details:
2. **Subject:**
Details:
3. **Subject:**
Details:
4. **Subject:**
Details:
5. **Subject:**
Details:
6. **Subject:**
Details:

By the duly authorized representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

FOR THE TENDERER:

Signature:

Name:

Capacity:

Tenderer: *(Name and address of organisation)*

.....

d) **Witness:**

Signature:

Name:

Date:

FOR THE EMPLOYER:

Signature:

Name:

Capacity:

Employer: *(Name and address of organisation)*

.....

e) **Witness:**

Signature:

Name:

Date:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

f) **CONFIRMATION OF RECEIPT**

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

the (day)

of (month)

20..... (year)

at (place)

FOR THE CONTRACTOR:

Signature:

Name:

Capacity:

SIGNATURE AND NAME OF WITNESS:

Signature:

Name:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PART 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR

1. Subclause 1.1.1.9: Contractor

The name of the Contractor is

2. Subclause 1.2.1.2: Contractors' address

The address of the Contractor is:

Physical address:

Postal address:

E-mail address:

Telephone number:

Fax number:

3. Clause 6.8.3:

The unit rates of special materials subject to variation in cost is as follow:

Type of special material	Unit	Rate or Price

2.78

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

1. For the purpose of this bill of quantities, the following words shall have the meanings hereby assigned to them:

Unit:

The unit of measurement for each item of work as defined in the specifications or project specifications.

Quantity:

The number of units of work for each item.

Rate:

The payment per unit of work at which the tenderer tenders to do the work.

Amount:

The product of the quantity and the rate tendered for an item.

Lump sum:

An amount tendered for an item, the extent of which is described in the bill of quantities, the specifications or elsewhere, but of which the quantity of work is not measured in any units.

2. This bill of quantities forms part of an integral part of the contract documents.
3. The quantities set out in the bill of quantities are approximate quantities only. The quantities of work finally accepted and certified for payment, and not the quantities given in the bill of quantities, shall be used for determining payments to the Contractor.
The validity of the contract shall in no way be affected by the differences between the quantities in the bill of quantities and the quantities finally certified for payment. Work shall be valued at the rates or lump sums tendered, subject only to the provisions of the General Conditions of Contract and the provisions of paragraphs 11 and 12 of this preamble.
4. Rates and lump sums shall include full compensation for overheads, profits, incidentals, levies, taxes, etc., and for the completed items of work as specified. Full compensation for completing and maintaining, during the maintenance period, all the work shown on the drawings and specified in the specifications and project specifications, and for all the risks, obligations and responsibilities specified in the General Conditions Of Contract, Special Conditions Of Contract and Specifications shall be considered as provided for collectively in the items of payment given in the bill of quantities, except in so far as the quantities given in the bill of quantities are only approximate.
5. Rates and lump sums shall also be exclusive of Value Added Tax (VAT). The summary of the bill of quantities allows separately for the calculation of an allowance for Value Added Tax (VAT) (output tax in terms of the Tenderer). Rates and lump sums shall, however, be inclusive of all other taxes and levies.
6. The Tenderer must fill in a rate or lump sum for each item where provision has been made for it, even where no quantities are given. **ALL ITEMS IN THE BILL PROVIDED ARE TO BE PRICED BY THE BIDDER!** Items against which no rate or lump sum has been entered in the tender will be deemed to have been included elsewhere

The Tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. The intention is that, although no work is foreseen under such items, and quantities are consequently not given in the quantity column, the tendered rates shall apply should work under this item actually be required. Tenderers should note the provisions of paragraph 12 of this preamble.

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



7. The Works as executed will be measured for payment in accordance with the methods described in the contract documents, **COLTO and GCC 2015**, under the various payment items, notwithstanding any custom to the contrary. The nett measurements or mass of the finished work in place shall be taken for payment but excluding any volume or mass of work in excess of that ordered. Accuracy of Measurements shall be in accordance with **The Southern African edition of Civil Engineering Standard Method of Measurement (CESMM3)** or the latest edition
8. The amount of work or the quantities of material stated in the bill of quantities shall not be considered as restricting or extending the amount of work to be done, or quantity of material to be supplied by the contractor.
9. The stating of quantities of material or amount of work in the bill of quantities shall not be regarded as authorisation for the contractor to order material or to execute the work. The Contractor shall obtain the Engineer's and/or Employer's detailed instructions for all work before ordering any materials for, or executing work, or making arrangements in this regard.
10. The short descriptions of payment items given in the bill of quantities are for the purpose of identifying the items and providing specific details. Reference shall be made, inter alia, to the Drawings, Specifications, Project Specifications, General Conditions of Contract and Special Conditions Of Contract for more detailed information regarding the extent of the work entailed under each item.
11. Reference shall be made to Clause 6.6 of the General Conditions of Contract 2015, regarding provisional sums and prime cost sums.
12. Subject to the conditions stated in paragraph 13 below, the rates and lump sums filled in by the Tenderer in the bill of quantities shall be final and binding and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled bill of quantities, the rates will be regarded as being correct, and the Employer shall have the right to make such adjustments to the tender sum as he may deem necessary in order to reconcile the total of the bill of quantities with the tender sum. In their own interest Tenderers should make doubly sure of the correctness of their tendered rates, the extensions and the tender sum. Refer to clause F.2.10.3 Annex F: Standard Conditions of Tender.
13. A tender may be rejected if the unit rates or lump sums for some of the items in the bill of quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the Tenderer fails, within a period of seven (7) days of having been notified in writing by the Employer to adjust the unit rates or lump sums for such items, to make adjustments, refer to clause F.2.17 Annex F: Standard Conditions of Tender.
14. The units of measurement indicated in the bill of quantities are metric units.
The following abbreviations are used in the bill of quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ - km	=	cubic metre-kilometre
kW	=	kilowatt
l	=	litre
kl	=	kilolitre
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	percent
No	=	number
PC sum	=	prime cost sum
Prov sum	=	provisional sum



MN	=	Mega Newton
MN-m	=	Mega Newton-metre
kN	=	kilo Newton

15. All rates and sums of money quoted in the bill of quantities shall be in Rands and whole cents. Fractions of a cent shall be discounted.
16. The item numbers appearing in the pricing schedule refer to the corresponding number in the standard specifications or as amended in the scope of work. In the latter case, the item number is prefixed with the letters "B,H&G". The same applies to new clauses added to the standard specifications.
17. The schedule titled Calculation of Tender Sum includes financial provision for payment of contract price adjustment. Actual payments shall be made in terms of Clause 6.8 of the General Conditions of Contract.
18. Upon award, the Bidder will be required to subcontract at least 30% to SMMEs and hence this must be borne in mind when pricing the Bill. The Bidder must identify works to be executed by local labour which is temporarily employed in terms of the project specification.
19. Corrections of entries made by tenderer
Any entry made by the tenderer in the price schedule, forms, etc, which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the tenderer shall be placed next to the correction.
20. **Arithmetical Errors**

The rates and lump sums filled in by the tenderer in the pricing schedule shall be final and binding with regard to submitting the tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled pricing schedule, the rates will be regarded as being correct, and the Employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the pricing schedule. In such an event the tenderer will be consulted but, failing agreement between the parties, the decision of the Employer shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.
21. **Monthly Payments**

Unless otherwise specified in the Specifications and Project Specifications, progress payments shall be by means of interim progress instalments measured against actual deliverables achieved, according to the pre-approved Terms of Reference in the Tender Data
22. **Provisional Sums**

Where Provisional sums are provided for items in the Schedule of Quantities, payment for work done under such items will be made in accordance with a pre-approved Terms of Reference. The MORETELE LOCAL MUNICIPALITY reserves the right, during the execution of the works, to adjust the stated amounts upwards or downward according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.
23. **Prime Cost Sums**

An amount allowed for an item or services for which actual details of the scope of work are not defined at tender stage. Payment is made on the production of invoices showing the actual cost after implementation or installation. Services rendered in this manner carry a mark-up for which a rate is offered at tender stage to cover all the tenderer's costs and profit in providing the item or services.



Item No.	Payment	Description	Unit	QTY	Rate	Amount
		SECTION 1: HEALTH AWARENESS				
		Provision of Health & Awareness Training				
		(a) Health Awareness Training	Prov. Sum	1.00	R 18,000.00	R 18,000.00
		(b) Remuneration of workers undergoing Health Awareness	Prov. Sum	1.00	R 6,000.00	R 6,000.00
		(f) Contractors handling costs, profit and all other charges in respect of subitems 12/D4.1 (a),				
		i) Health Awareness	%	R 18,000.00		
		iv) Remuneration of workers undergoing Health Awareness skills training	%	R 6,000.00		
		Provision of Accredited Training				
		(a) Technical skills	Prov. Sum	1.00	R 18,000.00	R 18,000.00
		(b) Generic skills	Prov. Sum	1.00	R 12,000.00	R 12,000.00
		(c) Entrepreneurial skills	Prov. Sum	1.00	R 12,000.00	R 12,000.00
		(d) Training venue	Prov. Sum	1.00	R 6,000.00	R 6,000.00
		(e) Remuneration of workers undergoing technical	Prov. Sum	1.00	R 6,000.00	R 6,000.00
		(f) Contractors handling costs, profit and all other charges in respect of subitems 12/D4.1 (a),(b), (c) and (e)				
		i) Technical skills	%	R 18,000.00		
		ii) Generic skills	%	R 12,000.00		
		iii) Entrepreneurial skills	%	R 12,000.00		
		iv) Remuneration of workers undergoing technical skills	%	R 6,000.00		
TOTAL SECTION CARRIED FORWARD TO SUMMARY						



Item No.		Description	Unit	QTY	Rate	Amount
	SABS 1200 A	SECTION A: PRELIMINARY AND GENERAL				
1.1	8.3 Form H	FIXED - CHARGE ITEMS				
1.1.1	8.3.1	CONTRACTUAL REQUIREMENTS	Sum	1.00		
	8.3.2	ESTABLISHMENT OF FACILITIES ON THE SITE				
	8.3.2.1	Facilities for Engineer				
1.1.2		a) Office complete as specified including monthly levies	Sum	1.00		
		c) Nameboards	Sum	1.00		
	8.3.2.2	Facilities For Contractor				
1.1.3		a)Office and storage Sheds	Sum	1.00		
1.1.4		b)Workshops	Sum	1.00		
1.1.5		d)Living Accommodation	Sum	1.00		
1.1.6		e)Ablution and Latrine Facilities	Sum	1.00		
1.1.7		f)Tools and Equipment	Sum	1.00		
1.1.8		g)Water supplies, electric power and communication	Sum	1.00		
1.1.9		h) Dealing with water (Subclause 5.5)	Sum	1.00		
1.1.10		i)Access (Subclause 5.8)	Sum	1.00		
1.1.11		j) Plant	Sum	1.00		
1.1.12	8.3.3	Other fixed charge obligations	Sum	1.00		
	8.3.4	Remove Engineer's and Contractors Site establishment on Completion	Sum	1.00		
1.2	8.4	TIME RELATED ITEMS				
1.2.1	8.4.1	CONTRACTUAL REQUIREMENTS	Sum	1.00		
	8.4.2	OPERATION AND MAINTENANCE OF FACILITIES ON SITE, FOR DURATION OF CONSTRUCTION, EXCEPT WHERE OTHERWISE STATED				
	8.4.2.1	Facilities for Engineer				
1.2.2		a) Office complete as specified including monthly levies	Sum	1.00		
CARRIED FORWARD /...						



Item No.	Payment	Description	Unit	QTY	Rate	Amount
1.2.2	8.4.2.2	Brought Forward /... Facilities for Contractor				
1.2.5		a) Office and storage Sheds	Sum	1.00		
1.2.6		b) Workshops	Sum	1.00		
1.2.7		d) Living Accommodation	Sum	1.00		
1.2.8		e) Ablution and Latrine Facilities	Sum	1.00		
1.2.9		f) Tools and Equipment	Sum	1.00		
1.2.10		g) Water supplies, electric power and communication	Sum	1.00		
1.2.11		h) Dealing with water (Subclause 5.5)	Sum	1.00		
1.2.12		i) Access (Subclause 5.8)	Sum	1.00		
1.2.13		j) Plant	Sum	1.00		
1.2.14	8.4.3	Supervision for duration of Construction	Sum	1.00		
1.2.15	8.4.4	Company and head office overhead cost for Duration of construction	Sum	1.00		
1.2.16	8.4.5	Other time-related obligations	Sum	1.00		
1.3	8.5	SUMS STATED PROVISIONALLY BY ENGINEER				
1.3.1		Provision for Engineers communication				
	a)	Cell Phone for Engineer	Prov Sum	1.00	R 8,000.00	R 8,000.00
	b)	Laptop and Printer	Prov Sum	1.00	R 20,000.00	R 20,000.00
		Contractor's charge to allow for handling costs and Profit in respect of subitem (a & b):	%	28,000.00		
	c)	Fixed Cost for Nominated Subcontractors' necessary site establishment and operations	Prov Sum	1.00	R 20,000.00	R 20,000.00
	d)	Fixed Cost for Nominated Contract Manager	Prov Sum	1.00	R 60,000.00	R 60,000.00
	e)	Fixed Cost for Health and Safety Agent	Prov Sum	1.00	R 30,000.00	R 30,000.00
	f)	Fixed Cost for Specialised Services / Independent testing of Material	Prov Sum	1.00	R 10,000.00	R 10,000.00
	g)	Provision of accommodation facilities for the Engineer	Prov Sum	1.00	R 25,000.00	R 25,000.00
	h)	Contractor's charge to allow for handling costs and Profit in respect of subitem (c-g):	%	145,000.00		
1.3.2		COMMUNITY LIAISON & PROJECT STEERING COMMITTEE				
	a)	Remuneration of Liason Officer(s)	Prov Sum	1.00	R 39,000.00	R 39,000.00
	b)	Contractor's charge to allow for handling costs and Profit in respect of subitem (h):	%	39,000.00		
	c)	Remuneration of PSc Members for participating at monthly meetings	Prov Sum	1.00	R 18,000.00	R 18,000.00
	d)	Contractor's charge to allow for handling costs and Profit in respect of subitem (j):	%	18,000.00		
1.3.3		CONTRACTOR'S COMPLIANCE WITH OHS OBLIGATIONS Compliance with the Occupational Health & Safety Act (Act 85 of 1993) and all relevant and applicable Regulations, especially the Construction Regulation 7, 2003 as promulgated on 18 July 2003 under Section 43 of Occupational Health & Safety Section 43 of Occupational Health & Safety Act (Act 85 of 1993), including all amendments as amended from time to time, for the duration of the contract.	Month	6.00		
CARRIED FORWARD /...						



Item No.	Payment	Description	Unit	QTY	Rate	Amount
		Brought Forward /...				
1.4	8.7	DAYWORKS				
1.4.1		Labour				
1.4.1.1	a)	Contractors Representative	hr	1.00		
1.4.1.2	b)	Foreman	hr	1.00		
1.4.1.3	c)	Skilled Labourer	Work Day	1.00		
1.4.1.4	d)	Semi-Skilled Labourer	Work Day	1.00		
1.4.1.5	e)	Labourer	Work Day	1.00		
1.4.2		Materials	Prov Sum	1.00	R 6,000.00	R 6,000.00
1.4.3		Percentage adjustment to item 1.4.2 for Materials	%	6,000.00		
1.4.4		Plant				
1.4.4.1		Tipper truck (specify Capacity) M3	hr	1.00		
1.4.4.2		Flat bed truck (specify Capacity) Ton	km	1.00		
1.4.4.3		TLB (Tractor, Loader, Backhoe)M3 Bucket (specify Capacity)	hr	1.00		
1.4.4.4		Compresor (specify Capacity)	hr	1.00		
1.4.4.5		Concrete mixer(specify dry/wet Capacity)/.....	hr	1.00		
1.4.4.6		Compressor with capacity of +/- 10m3/min	hr	1.00		
1.4.4.7		Water pump with 80mm outlet	hr	1.00		
1.5	8.8	TEMPORARY WORKS				
1.5.1	8.8.1	Main access to works	Sum	1.00		
1.5.2	PSA 8.8.2	Accommodation of traffic	Sum	1.00		
TOTAL SECTION CARRIED FORWARD TO SUMMARY						



Item No.	Payment	Description	Unit	LIC	QTY	Rate	Amount
	SABS 1200 D	SECTION B					
2.1	PSD 8.3.3	Restricted Excavation using LIC Methods					
2.1.1		Excavation in all materials and dispose off site at 9,415 m³ / Unit	No	LIC	214		
2.1.2		Backfilling of in-situ material into sides of shallow pits not exceeding 1m at 4,173m³ / Unit	No	LIC	214		
2.2.	PSD 8.3.3 (b)	Extra-over items 2.1.1 for excavation in					
2.2.1		(a) Intermediate material	m ³	LIC	504		
2.2.2	PSD 8.3.3 (b)	(b) Hard material	m ³	LIC	201		
2.3.3		Compensation to landowners					
2.3.3.1		d) Prime Cost (PC) sum for compensation to Landowners for borrow material	Prov. Sum		1	12,000.00	R 12,000.00
		Contractor's charge to allow for handling cost and profit in respect of subitem (d):	%		12,000.00		
TOTAL SECTION CARRIED FORWARD TO SUMMARY							



Item No.	Payment	Description	Unit	LIC	QTY	Rate	Amount
	SANS 1200 GA	SECTION C: SMALL WORKS					
		SUPPLY OF TOILETS MATERIALS					
	a)	Supply & Delivery of Prefabricated Concrete top structure and precast concrete double pit sub structure	Prov Sum		212	R 10,000.00	R2,120,000.00
	b)	Contractor's charge to allow for handling costs and Profit in respect of subitem (a):	%		R 2,120,000.00		
	c)	Supply & Delivery of Prefabricated Concrete top structure and precast concrete double pit sub structure for Disabled	Prov Sum		2	R 12,000.00	R24,000.00
	d)	Contractor's charge to allow for handling costs and Profit in respect of subitem (c):	%		R 24,000.00		
		INSTALLATION OF PREFABRICATED CONCRETE TOILET STRUCTURES					
3.1	PSGA 8.6	Installation of Prefabricated Concrete top structure (Rate to include assembling and commissioning)	No	LIC	214		
3.2	PSGA 8.6	Installation of prefabricated concrete double pit structure Rate to include assembling and commissioning (incl. related products, user-education)	No	LIC	214		
3.2.1		Delivering of materials from site camp to individual stands	No	LIC	214		
3.2.2		Supply, Deliver and apply ABE products	No	LIC	214		
3.3	PSGA 8.1.3	Concrete					
3.3.1		Supportive structure for handling the pre-fabricated top-structure as per specification					
3.3.2		i) 75mm thick 20Mpa Concrete foundation slab with Mesh ref. 193 @ 0.13 m ³ /unit, as per specification	No.	LIC	214		
3.3.3		ii) Shoulder Apron Slab around the flange on compacted ground @ 0.06m ³	No.	LIC	214		
TOTAL SECTION CARRIED FORWARD TO SUMMARY							



SUMMARY OF SCHEDULE OF QUANTITIES			
SECTION 1	HEALTH AND SAFETY AWARENESS	R	-
SECTION A	PRELIMINARY AND GENERAL	R	-
SECTION B	EARTHWORKS	R	-
SECTION C	SMALL WORKS	R	-
TOTAL (A)		R	-
<i>ADD 5% CONTINGENCIES</i>		R	-
TOTAL (B)		R	-

C2.2 BILL OF QUANTITIES

C2.2.1 SUMMARY SCHEDULE OF RATES

Total B (from BoQ) R.....
add VAT (15%) R.....
Total Carried to form of Tender R.....

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

.....

.....Rand (in words); R (in figures),

Signature(s) _____ Date _____

Name _____ Capacity _____

for the tenderer _____
(Name and address of organisation)



PART C3

SCOPE OF WORK

Specifies and describes the supplies, services, or engineering and construction works which are to be provided and any other requirements and constraints relating to the manner in which the contract work is to be performed

Part C3.0 Project Scope of Work

Extent of Works

- Site clearance
- Excavation of shallow pits as per the attached drawing
- Preparation of pits and foundation layout for structural support
- Installation of **up to 214 number of VIP** toilet units.
- Maximum use of local labour

Location of the Works

The works will be executed in Ward 26 within the Moretele Local Municipality. The site is located in Moretele Local Municipality, of Bojanala Platinum District Municipality in the North West Province.



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PORTION 1 : PROJECT SPECIFICATIONS

PS 1 DESCRIPTION OF THE WORKS

PS 1.1 Employer's Objectives

The objective of the overall project is to provide basic sanitation services for a total of **214**(No) households in Ratsiepane and Mogogela villages in Ward 26 within the Moretele Local Municipality and develop SMME's in the area. This project will be performed making use of Local labour and Contractors where feasible.

PS 1.2 Project Background

Moretele Local Municipality has set out an objective of providing basic sanitation in Mogogelo village to **214 No households** within this project contract. The project is set out for **6-month duration**, and shall be accompanied by end-user training for the beneficiaries to ascertain the successful operation and maintenance of this technology. This waterless technology is in accordance with DWA's recommendations for Mathibestad area due to high water table conditions.

PS 1.3 Overview of the Works

The work to be performed under this contract includes installation and construction of Bio-toilet Structures' units up to **214 (No)**, in Ratsiepane and Mogogelo village within the Moretele Local Municipality the type of toilet that will be used is the VIP double pit as per DWS standard. This project will also be performed making use of Local labour and Contractors where feasible.

PS 1.4 Extent of Works

- Site clearance
- Excavation of shallow pits as per the attached drawing
- Preparation of double pits and foundation layout for structural support
- Installation of **up to 214 No** of double pits toilet units.
- Maximum use of local labour

PS 1.5 Location of the Works

The works will be executed in Ward 26 within the Moretele Local Municipality. The site is located in Moretele Local Municipality, of Bojanala Platinum District Municipality in the North West Province.



PS 1.6 Temporary Works

Contractor's offices, storage sheds, latrines, barricading of Works shall be located in an approved position and subject to the approval of all authorities concerned. Safety & Security of the contractor's temporary works shall be to his own discretion. The safety of the Employer and Engineer's staff will also be the responsibility of the Main Contractor. All reasonable steps should be taken to ensure the safety of all persons on site.

PS 2 ENGINEERING

PS 2.1 Employer's Design

The Engineer shall supply all drawings and design information required to execute the works to be implemented by the Contractor. The Contractor will undertake only construction on the basis of approved designs by the Engineer.

The Contractor shall follow the specifications, design and construction drawings as revised and accepted by the Engineer.

PS 2.2 Drawings

Typical drawing shall be included in Section C3 Scope of the Work – Volume 1 of this document. The Contractor shall submit a complete set of drawings of the system proposed to the Engineer for approval.

PS 3 PROCUREMENT

PS 3.1 Preferential Procurement Procedures

Moretele Local Municipality promotes preferential procurement. The philosophy of the process and mechanics of the points scoring system are described in section T.1.

PS 3.2 Subcontracting

It shall be expected of the Contractor to enter into subcontracts with local SMME for the execution of the work Preferably three (03). The contract with the subcontractor(s) shall be in accordance with the requirements of Clause 4.4 of the General Conditions of Contract 3rd Edition 2015.



PS 4 CONSTRUCTION SPECIFICATIONS

PS 4.1 Applicable SANS 1200 Standards

The Standard Specifications on which this contract is based are the **South African Bureau of Standards Standardized Specifications for Civil Engineering Construction SANS 1200, and the General Condition of Contract, 3rd Edition 2015**

Although not bound in or issued with this document, the following SANS 1200 Standardized Specification for Civil Engineering Construction as approved by the Council of the South African Bureau of Standards shall apply to this Contract.

SANS 1200 A	:	General
SANS 1200 AB	:	Engineer's Office
SANS 1200 C	:	Site Clearance
SANS 1200 D	:	Earthworks
SANS 1200 G	:	Concrete (Small Works)
SANS 1200 H	:	Structural Steelwork

For "Workmen's Compensation Act" read "Compensation for Occupational Injuries and Diseases Act, 1993 (Act No.130 of 1993)" wherever it appears. For "Machinery and Occupational Safety Act" and "Mines and Works Act" read "Occupational Health and Safety Act, 1993 (Act 85 of 1993)" wherever it appear.

For "maintenance period" read "Defects Liability Period in terms of Clause 7.8 of the General Conditions of Contract, 2015 (3rd edition)" wherever it appears.

Copies of SANS 1200 Standardized Specifications are available from the Standards South Africa.

These Specifications are not issued with this volume but are available at the Contractor's expense from : Standards South Africa.



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PS 4.2 Particular Generic Specifications

PS 4.3 Plant and Materials

The Contractor shall avail the following plant and equipment on the site as and when required, together with operating personnel:

- a) Road traffic signs, materials for barricading and lighting and all other items necessary for ensuring public safety and convenience. The Contractor shall furnish all labour required for the erection, maintenance and removal of these items and materials;
- b) Mechanical and power tools, when ordered to do so by the Engineer;
- c) Hand tools and equipment such as shovels, picks, etc, which may, in the opinion of the Engineer, be required for the execution of the works;
- d) Forms for the casting of cast-in-situ concrete for floors and slabs. The Contractor shall supply all labour required for the erection, stripping and cleaning of forms; and
- e) Any other plant and equipment necessary for the execution of the Works



Unless otherwise indicated in the contract documents, the Contractor shall provide all such plant and equipment complete with operating personnel, fuel and power as required. If the Contractor fails, in the opinion of the Engineer due to his own negligence, to enable the plant or equipment to be efficiently or fully utilised, the costs of under-utilisation of plant or equipment shall be borne by the Contractor to the extent determined by the Engineer.



PS 4.3.1 Transportation of labourers

The labour employed on this contract shall be local labour, hence there should be no need for transportation of labourers to site.

PS 4.3.2 Training

The Contractor shall undertake the training of the labourers. The training shall be a day long and shall cover the key features of the toilet Structures installation, including the top-structures. In addition, the course shall cover the health and safety issues to be observed by all labourers for the duration of the project. At the end of the project the Contractor shall issue certificates to all deserving labourers.

Health and hygiene awareness is a prerequisite and should be conducted to the benefit of all beneficiaries.

PS 4.4 Construction Equipment

PS 4.4.1 Plant and Equipment for Construction

The Contractor shall ensure that adequate equipment is available for the entire toilet Structures construction operation.

The Tenderer shall include full details in his tender of the tools he intends to use, its capabilities and the age of the equipment, as well as written proof from the Licenser, that he is the duly appointed Licensee allowing him to use the said tool in the RSA and that due royalties are paid up to date. Failure by the Tenderer to give full details of the tool he intends to use will render his tender incomplete.

PS 4.5 Existing Services

The Contractor shall throughout the Contract take adequate precautions to protect all existing services from damage whether or not they have been pointed out to him. The Contractor shall as soon as practically possible inform the Engineer of any damages to services and shall not repair any such damage unless instructed to do so. All cables and pipes shall be considered "live" unless confirmed otherwise by the relevant service authority.



PS 4.6 Site Establishment, Facilities Available and Required

The Contractor shall be obliged by Moretele Local Municipality to establish a site camp in the vicinity of the Works. Moretele Local Municipality will not provide any facilities to the Contractor. The Contractor shall make his own arrangements for campsite.

The Contractor shall be required to establish and maintain facilities for the Engineer at the Contractors campsite and for the name boards to be placed at the Works. Furthermore, the Contractor shall be required to provide own water, communications and power supply.

PS 4.7 Site Usage

- 1) Means of access to the Site will be provided by the Employer to the extent detailed in the Tender Documents.
- 2) The Tenderer shall visit the Site of the Works and shall satisfy himself as to the means of access and all matters affecting the Works, including the extent to which mechanical plant can be used for executing the Works.
- 3) Visits to the site shall be at the sole risk of the Tenderer and the Employer shall not be liable for any loss or damage to persons or property as a result of or arising from the site inspection.

PS 4.8 Permits and Way leaves

Minimal way leaves shall be required for this project.

PS 4.9 Alterations, Additions, Extensions and Modifications to Existing Work

No alterations, additions, extensions and modifications to existing works under this contract.

PS 4.10 Inspection of Adjoining Properties

The contractor is to undertake an inspection and investigation of the extent to which adjoining properties are affected in terms of encroachment, damage to property and safety in and around the vicinity of the construction site.



PS 4.11 Water and Electricity for construction purposes

- 1) Tenderer shall make his own arrangements for temporary water supply.
- 2) Arrangements for temporary services supplied by other authorities (e.g. Telkom, Eskom) shall be made by the Contractor with the authority concerned.

PS 4.12 Accommodation and Care of Employees

- **Payment for the labour-intensive component of the works**

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

- **Applicable labour laws**

The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

PS 4.12.1 Introduction

This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.



PS 4.12.1.1 In this document –

- a) “department” means any department of the State, implementing agent or contractor;
- b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;
- c) “worker” means any person working in an elementary occupation on a SPWP;
- d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;
- e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP;
- f) “task” means a fixed quantity of work;
- g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- i) “time-rated worker” means a worker paid on the basis of the length of time worked.

PS 4.12.2 Terms of Work

PS 4.12.2.1 Workers on a SPWP are employed on a temporary basis.

PS 4.12.2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.

PS 4.12.2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

PS 4.12.3 Normal Hours of Work

PS 4.12.3.1 An employer may not set tasks or hours of work that require a worker to work

–

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

PS 4.12.3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.

PS 4.12.3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.



PS 4.12.4 Meal Breaks

PS 4.12.4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

PS 4.12.4.2 An employer and worker may agree on longer meal breaks.

PS 4.12.4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

PS 4.12.4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

PS 4.12.5 Special Conditions for Security Guards

PS 4.12.5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.

PS 4.12.5.2 A security guard who works more than ten hours per day must have a meal break for at least one hour or two breaks of at least 30 minutes each.

PS 4.12.6 Daily Rest Period

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

PS 4.12.7 Weekly Rest Period

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

PS 4.12.8 Work on Sundays and Public Holidays

PS 4.12.8.1 A worker may only work on a Sunday or Public Holiday to perform emergency or security work.



PS 4.12.8.2 Work on Sundays is paid at double the ordinary rate of pay.

PS 4.12.8.3 A task-rated worker who works on a Public Holiday must be paid-

- a) The worker's daily task rate, if the worker works for less than four hours;
- b) Double the worker's daily task rate, if the worker works for more than four hours.

PS 4.12.8.4 A time-rated worker who works on a Public Holiday must be paid –

- a) The worker's daily rate of pay, if the worker works for less than four hours on the Public Holiday;
- b) Double the worker's daily rate of pay, if the worker works for more than four hours on the Public Holiday.

PS 4.12.9 Sick Leave

PS 4.12.9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.

PS 4.12.9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.

PS 4.12.9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.

PS 4.12.9.4 Accumulated sick-leave may not be transferred from one contract to another contract.

PS 4.12.9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.

PS 4.12.9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

PS 4.12.9.7 An employer must pay a worker sick pay on the worker's usual payday.

PS 4.12.9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –

- a) Absent from work for more than two consecutive days; or
- b) Absent from work on more than two occasions in any eight-week period.



PS 4.12.9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

PS 4.12.9.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

PS 4.12.10 Maternity Leave

PS 4.12.10.1 A worker may take up to four consecutive months' unpaid maternity leave.

PS 4.12.10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.

PS 4.12.10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.

PS 4.12.10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

PS 4.12.10.5 A worker may begin maternity leave –

- a) Four weeks before the expected date of birth; or
- b) On an earlier date –
 - i. If a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - ii If agreed to between employer and worker; or
- c) On a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

PS 4.12.10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

PS 4.12.10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.



PS 4.12.11 Family responsibility leave

PS 4.12.11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances –

- a) When the employee's child is born;
- b) When the employee's child is sick;
- c) In the event of a death of
 - i. The employee's spouse or life partner;
 - ii. The employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

PS 4.12.12 Statement of Conditions

PS 4.12.12.1 An employer must give a worker a statement containing the following details at the start of employment –

- a) The employer's name and address and the name of the SPWP;
- b) The tasks or job that the worker is to perform; and
- c) The period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- d) The worker's rate of pay and how this is to be calculated;
- e) The training that the worker will receive during the SPWP.

PS 4.12.12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

PS 4.12.12.3 An employer must supply each worker with a copy of these conditions of employment.

PS 4.12.13 Keeping Records

PS 4.12.13.1 Every employer must keep a written record of at least the following –

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



PS 4.12.13.2 The employer must keep this record for a period of a least three years after the completion of the SPWP.

PS 4.12.14 Payment

PS 4.12.14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

PS 4.12.14.2 A task-rated worker will only be paid for tasks that have been completed.

PS 4.12.14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.

PS 4.12.14.4 A time-rated worker will be paid at the end of each month.

PS 4.12.14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

PS 4.12.14.6 Payment in cash or by cheque must take place –

- a) At the workplace or at a place agreed to by the worker;
- b) During the worker's working hours or within fifteen minutes of the start or finish of work;
- c) In a sealed envelope which becomes the property of the worker.

PS 4.12.14.7 An employer must give a worker the following information in writing –

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

PS 4.12.14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.

PS 4.12.14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.



PS 4.12.15 Deductions

PS 4.12.15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

PS 4.12.15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

PS 4.12.15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.

PS 4.12.15.4 An employer may not require or allow a worker to –

- a) Repay any payment except an overpayment previously made by the employer by mistake;
- b) State that the worker received a greater amount of money than the employer actually paid to the worker; or
- c) Pay the employer or any other person for having been employed.

PS 4.12.16 Health and Safety

PS 4.12.16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

PS 4.12.16.2 A worker must –

- a) Work in a way that does not endanger his/her health and safety or that of any other person;
- b) Obey any health and safety instruction;
- c) Obey all health and safety rules of the SPWP;
- d) Use any personal protective equipment or clothing issued by the employer;
- e) Report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

PS 4.12.17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.



PS 4.12.17.2 A worker must report any work-related injury or occupational disease to their employer or manager.

PS 4.12.17.3 The employer must report the accident or disease to the Compensation Commissioner.

PS 4.12.17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

PS 4.12.18 Termination

PS 4.12.18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.

PS 4.12.18.2 A worker will not receive severance pay on termination.

PS 4.12.18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

PS 4.12.18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

PS 4.12.18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.



PS 4.12.19 Certificate of Service

PS 4.12.19.1 On termination of employment, a worker is entitled to a certificate stating –

- a) The worker's full name;
- b) The name and address of the employer;
- c) The SPWP on which the worker worked;
- d) The work performed by the worker;
- e) Any training received by the worker as part of the SPWP;
- f) The period for which the worker worked on the SPWP;
- g) Any other information agreed on by the employer and worker



PS 5 MANAGEMENT OF THE WORKS

PS 5.1 Applicable SANS 1200 Standards

The Standard Specifications for all associated civil work applicable to this Contract shall be:

Although not bound in or issued with this document, the following SANS 1200 Standardized Specification for Civil Engineering Construction as approved by the Council of the South African Bureau of Standards shall apply to this Contract. The Contractor shall be in possession of these Standardized Specifications and their related SANS 0120 Code of Practice which apply equally and shall keep a copy of each on site for reference by him and the Engineer for the duration of the Contract.

For "Workmen's Compensation Act" read "Compensation for Occupational Injuries and Diseases Act, 1993 (Act No.130 of 1993)" wherever it appears. For "Machinery and Occupational Safety Act" and "Mines and Works Act" read "Occupational Health and Safety Act, 1993 (Act 85 of 1993)" wherever they appear.

For "maintenance period" read "Defects Liability Period in terms of Clause 7.8.1 of the General Conditions of Contract, 2004" wherever it appears.

SANS 1200 A	:	General
SANS 1200 AB	:	Engineer's Office
SANS 1200 C	:	Site Clearance
SANS 1200 D	:	Earthworks
SANS 1200 G	:	Concrete (Small Works)
SANS 1200 H	:	Structural Steelwork

Copies of SANS 1200 Standardized Specifications are available from the Standards South Africa.

PS 5.2 Planning and Programming

The Contractor shall be required to commence with execution of the Works within 14 days from the date of delivery of the Letter of Acceptance, realistic program of Works, cash flow projections and obliged to all contractual requirements.

The cash flow shall include details of anticipated monthly expenditures based on the program and shall be in the form of a bar chart with a calendar week as the time scale. The program shall list key construction activities and indicate their duration, weekly



production rates and their relation to other activities thereby defining a critical path to the Due Completion Date. The monthly expenditures shall be the net value of construction and shall not include contingencies and VAT.

The program shall make allowance for all public holidays, builders' holidays and rain. The Contractor shall table an updated copy of the approved programme at each site meeting clearly indicating the actual progress versus the scheduled progress.

PS 5.3 Sequence of the Works

The work to be performed under this Contract includes the supply of all equipment, labour and plant for the installation of toilets.

Notwithstanding any changes that the Engineer deems necessary, the sequence of the works shall be as follows :

- Notification of the public about the works.
- Maintaining good public relations with Moretele Municipality customers and the public.
- Traffic control and temporary signage during the construction period.
- Positioning of the toilet
- Excavation
- Installation of sub structure
- Installation of super structure
- Reinstatement of surfaces to original condition using labour intensive construction methods.
- Testing of new infrastructure prior to commissioning.
- Clearing up of site

PS 5.4 Software application for Programming

The Contractor shall table an updated copy of the approved programme at each site meeting clearly indicating the actual progress versus the scheduled progress. As long as the programme is clear and legible it would be accepted. It is recommended that MS Projects, Project Scheduler Sure Track or MS Excel be used to prepare a construction programme schedule.

PS 5.5 Methods and Procedures

The Main Contractor will be responsible for the construction methods, quality assurance, testing and commissioning of the toilets. The Engineer or his duly authorized



representative will do routine inspections. These inspections will be done for each toilet structure at the following stages:

1. Position setting out
2. Excavation completed and bottom prepared
3. Sub structure installed
4. Super structure complete

All complete structures will have to be signed off individually by the following persons: Municipality, Engineer, Contractor, and End User. No structure shall be considered for payment if not signed off by all parties mentioned above.

PS 5.6 Quality Plans and 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 experienced personnel, 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 will be deemed to be included in the rates tendered for the related items of work.

On completion and submission of every part of the Works to the Engineer for examination, the Contractor shall furnish the Engineer with proof of quality in the form of a data pack containing measurements and levels to indicate compliance with the scope of work.

PS 5.7 Accommodation of Traffic on Public roads

The contractor shall make available on site at all times sufficient all equipment and material for watching, barricading, lighting and traffic signs for work on public roads and access to private properties.

PS 5.8 Other Contractors on Site

The Contractor shall have to sub-let a portion of the works to local SMME's as subcontractors. The Contractor shall be expected to enter into a contract with the subcontractor(s) in accordance with the requirements of Clause 4.4 of the General Conditions of Contract.

PS 5.9 Testing, Completion, Commissioning and Correction of Defects

The contractor shall allow in his general inspections and tests and for the supply of all necessary equipment that may be required for these tests and/or inspections by the Engineer. The contractor shall make good any defects prior to commissioning of the works.

PS 5.10 Recording of Weather and Abnormal Rainfall

The extension of time to be allowed for due to abnormal rainfall shall be calculated by the formula:

$$V = (Nw - Nn) + (Rw - Rn)/20$$

Where

- V = Extension of time in calendar days of the calendar month under consideration
Nw = Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more has been recorded
Rw = Actual total rainfall in mm recorded during the calendar month under consideration
Nn = Average number of days, derived from rainfall records, on which a rainfall of 10mm and more has been recorded during the relevant calendar month as per the data tabulated hereinafter
Rn = Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter

Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used.

Should V be negative for any particular month and should its absolute value exceed the corresponding value of Nn then V shall be taken as being equal to minus Nn.

The total extension of time to be granted shall be the algebraic sum of all the monthly extensions provided that if this total is negative then the extension of time to be granted for abnormal rainfall shall be taken as zero.

The rainfall records applicable in respect of this Contract are those recorded at Rainfall station: **05495196 Borakalalo** and shall be those used for calculating the extension of the Time for Completion on account of abnormal rainfall. The following values of Nn and Rn are to apply.



MONTH	AVERAGE RAINFALL (mm) -	RAIN DAYS (per month)
JANUARY	96.4	7.7
FEBRUARY	81.2	7.3
MARCH	85.1	6.1
APRIL	20.7	3.2
MAY	16.1	1.7
JUNE	4.5	1.1
JULY	0.9	0.3
AUGUST	2.4	0.3
SEPTEMBER	7.2	1.8
OCTOBER	48.6	6.1
NOVEMBER	90.7	8.1
DECEMBER	85.5	7.8

The Contractor shall be permitted to take his own rainfall measurements on site subject to the Engineer’s approval, but access to the measuring gauge(s) shall be under the Engineer’s control. The Contractor is to provide and install all the necessary equipment for accurately measuring the rainfall as well as to provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost.

PS 5.11 Format of Communications

The Contractor and Employer shall follow the communication protocol through the Engineer or his duly authorized representatives. Communication media applicable shall be site meetings, telephone, fax, letter and email.

PS 5.12 Key Personnel

The Key role players involved or associated with the contract are listed below with references made to the General Conditions of Contract.

- The Employer (GCC, Clause 1.1.11.15)
- The Engineer (GCC, Clause 1.1.1.16)
- The Engineer’s Representative (GCC, Clause 1.1.11.17)
- The Contractor (GCC, Clause 1.1.1.9)
- The Contractor’s Site Agent
- Responsible person in terms of the OHS Act

PS 5.13 Management Meetings

The Contractor shall attend site meetings with representative of the Employer and the Engineer at dates and times to be determined by the Employer. Such meetings will be



held to evaluate the progress of the Contract and to discuss matters pertaining to the Contract which any of the parties represented may wish to raise but not matters concerning the day to day running of the Contract.

PS 5.14 Forms for Contract Administration

Refer to Returnable Documents Part T2 for contract related forms that should be completed.

PS 5.15 Daily Records

A daily diary, site instruction book, both in triplicate and safety documents are to be provided and kept by the Contractor on site and updated on a daily basis. All copies will be forwarded to Moretele Local Municipality after completion of this contract.

PS 5.16 Bonds and Guarantees

The Contractor shall within twenty one (21) days from the date of the Letter of Acceptance provide the Employer with a Surety Bond in the form of a Bank Guarantee, Bank Transfer or a Guarantee from an approved Insurance company to the satisfaction of the Employer in the form included in the Tender Documents, for an amount equal to ten per cent (10%) of the Tender Sum, for the due and punctual fulfilment and completion of all contractor's obligations under the Contract and no Extension of Time or any variation of the Contract nor the termination of the Contract by the Employer in terms of Clause 9.2 hereof shall in any way impair or diminish or terminate any liability to the Employer under and by virtue of such Surety Bond, and the cost of the Surety Bond to be so entered into shall be at the expense in all respects of the Contractor, the Surety Bond to be released upon issue of the Engineer's Certificate of Completion, unless otherwise stated in the Appendix.

PS 5.17 Payment Certificates

Measurements will be done continuously between the Engineer and the Contractor on dates and time agreed on. Dates must be arranged by these parties.

The progress of the following items will be recorded hereunder.

The contractor will provide a concept with quantities to the Engineer. If any material on site is claimed, proof of ownership must be provided either by means of the necessary receipts or a letter from the supplier stating that ownership has been transferred to the contractor upon delivery.

After the payment certificate has been approved by the Engineer, the contractor must issue a VAT invoice. The certificate will then be ready for handing in.



Payment certificates must be completed monthly and submitted before each site meeting, to ensure that percentage progress can be ready for the site meeting each month.

PS 5.18 Permits

The contractor shall fulfil all way leaves requirements/permits prior to construction.

PS 6 FEATURES REQUIRING SPECIAL ATTENTION

PS 6.1 Security

The contractor shall be responsible for the security of his personnel, materials and construction plant on and around the site of the Works and for the security of his camp, and the personnel of the Employer and Engineer. Should the Contractor not take sufficient measures in this regard, the Employer will not process any payment certificates.

PS 6.2 Work Outside Normal Working Hours

Normal working hours shall be defined as between 07:00 and 17:30 Mondays to Fridays and also 07:00 to 13:00 Saturdays.

No work outside normal working hours will be allowed. Should the Contractor wish to work outside normal working hours written permission shall be obtained from the Engineer and all additional costs arising out of such work shall be entirely to the Contractor's account.

PS 6.3 Sanitary Facilities

The Contractor shall provide, maintain and finally remove from site proper sanitary accommodation at each work front. Sanitary accommodation provided shall be properly screened and its use strictly enforced. The sanitary accommodation provided must be adequately ventilated, properly disinfected and kept in a very clean condition at all times.

PS 6.4 Community Liaison and Community Relations

In all dealings with the community and workers employed from within the community, the Contractor shall take due cognisance of the character, culture and circumstances of the community involved and shall at all times use his/her best endeavours to avoid the development of disputes and to foster a spirit of co-operation and harmony towards the project.



The Contractor shall at all times, keep the Engineer fully informed on all matters affecting the community and shall at all times maintain good public relations with Moretele Local Municipality customers and the public. The Contractor shall at all times, keep the Engineer fully informed of progress and planned interruption on all matters affecting the community.

PS 6.5 Conditions and Procedures for Service Agencies

The Contractor shall throughout the Contract take adequate precautions to protect all existing services from damage whether or not they have been pointed out to him. The Contractor shall as soon as practically possible inform the Engineer of any damages to services and shall not repair any such damage unless instructed to do so.

All cables and pipes shall be considered “live” unless confirmed otherwise by the relevant service authority.



PS.7 PROJECT SPECIFICATIONS: ADDITIONAL SPECIFICATIONS

CONTENTS

PS 7 HEALTH AND SAFETY SPECIFICATION AND ENVIRONMENTAL MANAGEMENT PLAN FOR CONSTRUCTION WORK.

PS 7.1 INTRODUCTION AND BACKGROUND

Background to the Occupational Health and Safety Specification

Historically, the Construction Industry has had poor health and safety record. Due to the complex and potential dangerous operation being undertaken, there is a risk of incidents and injuries. In many instances poor adherence to the Occupational Health and Safety Act (OHSA) has resulted in severe consequences for Health and Safety performances. **MORETELE LOCAL MUNICIPALITY** determined that the highest health and safety standards will prevail throughout the site and that there will be full commitment from all parties to achieving best practices recognized internationally.

To achieve this goal **Moretele Local Municipality** has prepared and published a Standard Occupational Health and Safety Specification for Construction (SOHSS). The SOHSS sets out guidelines and minimum levels of awareness and guidelines for Health and safety. Responsibility for adherence rests with Contractors and in particular with all employees who are encouraged to be pro-active. **Moretele Local Municipality** is committed to ensuring the highest health and safety standards for all work undertaken on site.

<p>Contractors as employers are fully responsible and accountable for compliance with all health and safety requirements.</p>
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The SOHSS specification has been prepared to include in all Tender and Contract Documents for construction work.

The employer's personnel will be responsible for the auditing of the implementation of the SOHSS and maintaining the document control and record systems associated with the SOHSS.

PS 7.2 PURPOSE OF THE HEALTH AND SAFETY SPECIFICATION

The purpose of the SOHSS is to ensure contractors submitting tenders are aware of the contractual Occupational Health and Safety performances specification. It is also there to assist towards achieving compliance with OHS law in order to reduce incidents and

injuries. The SOHSS will be implemented during the whole construction phase of the project.

This will also assist in ensuring that all cost related to the compliance with OHSA, as well as this SOHSS are taken into consideration at Tender stage.

The SOHSS is a performance specification to ensure that **Moretele Local Municipality** as well as bodies that enter into formal agreement with the **Moretele Local Municipality**, Consultants, Contractors, Sub-contractors, Tenants and Concessionaries achieves an acceptable level of PHS performance.

No advice, approval of any document required by the SOHSS such as hazard identification and risk assessments action plan or any other form of communication from **Moretele Local Municipality** shall be construed as an acceptance by **Moretele Local Municipality** of any obligation that absolves the contractor from achieving the required level of performance and compliance with legal requirements. Further, there is no acceptance of liability by **Moretele Local Municipality** may result from the contractor failing to comply with the SOHSS unless **Moretele Local Municipality** issued an instruction to any requirement, i.e. the contractor remains responsible for achieving the required performance levels.

PS7.2.1 REQUIREMENTS OF OCCUPATIONAL HEALTH AND SAFETY ACT REGULATIONS

PS7.2.2 EXTRACT FROM THE PROCUREMENT POLICY

“Where foundation slabs are set directly against the face of excavations, the volume of concrete measured for payment shall include the total volumes of concrete placed, allowing for up to a maximum over the neat lines and levels indicated on the drawings is not possible. (No formwork to the footing shall be measured when the concrete is cast against the face of the excavations).”Based on the risk assessment, the principal contractor shall develop a set of site –specific OH&S aspects of the construction. The risk assessment, together with the site-specific OH&S rules shall be submitted to **Moretele Local Municipality** before construction on site commences. Despite the risk assessment listed in paragraph4, the principal contractor shall conduct a baseline risk assessment and the aforesaid listed risk assessment shall further include the standard working procedures and the applicable method statements based on the risk assessments

All variations to the scope of work shall similarly be subjected to a risk assessment process.

2.1 Review of Risk Assessment

The principal contractor shall review the hazard identification, risk assessments and standard working procedures at each production planning and progress report meeting as the contract work develops and progresses and each time changes are made to the



designs, plans and construction methods and processes. The principal contractor shall provide Moretele Local Municipality, other contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in paragraph 2.1.3

2.2 Legal Requirements

A principal contractor shall, as a minimum, comply with:

The Occupational Health and Safety Act and Regulations (Act 85 of 1993), an up-to-date copy of which shall be available on site at all times.

The Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993), an up-to-date copy of which shall be available on site at all times.

Where work is being carried out on a "mine", the contractor shall comply with the Mines Health and Safety Act and Regulations (Act 29 of 1960) and any other OH&S requirements that the mine may specify. An up-to-date copy of the Mines Health and Safety Act and Regulations shall be available on site at all times.

2.3 Structure and Responsibilities

2.3.1 Overall Supervision and responsibility for OH&S

It is a requirement that the principal contractor, when he appoints contractors (Sub-contractors) in terms of Construction Regulations 5(3), 5(5), 5(9), 5(10) and 5(12) includes in his agreement with such contractors the following:

- OH&S Act (85 of 1993), Section 37(2) agreement: "Agreement with Mandatory"
- OH&S Act (85 of 1993), Section 16(2) appointee/s as detailed in his /her /their respective appointment forms.

2.3.2 Further (Specific) Supervision Responsibilities for OH&S

The contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations. Below is a generic list of identified appointments and may be used to select the appropriate appointments for this contract. The contractor shall note that it is a generic list only and is intended for use as a guideline.

Ref. Section/Regulation in OHS Act

Batch Plant Supervisor	(Construction Regulation 6(1))
Construction Vehicles/Mobile Plant/Machinery Supervisor	(Construction Regulation 21)
Demolition Supervisor	(Construction Regulation 12)
Drivers/Operators of Construction Vehicles /Plant	(Construction Regulation 21)
Electrical Installation and Appliances Inspector	(Construction Regulation 22)
Emergency/Security/Fire Coordinator	(Construction Regulation 27)
Excavation Supervisor	(Construction Regulation 11)
Explosive Powered Tool Supervisor	(Construction Regulation 19)
Fall Protection Supervisor	(Construction Regulation 8)
First Aiders	(General Safety Regulation 3)
Fire Equipment Inspector	(Construction Regulation 27)



Formwork and Support work Supervisor	(Construction Regulation 10)
Hazardous Chemical Substances Supervisor	(HCS Regulations)
Incident Investigator	(General Admin Regulation 29)
Ladder Inspector	(General safety Regulation 13A)
Lifting Equipment Inspector	(Construction Regulation 20)
Materials Hoist Inspector	(Construction Regulation 17)
OH&S Committee	(OHS ACT Section 19)
OH&S Officer	(Construction regulation 6(6))
OH&S Representatives	(OHS Act Section 17)
Person Responsible for Machinery	(General Machinery Regulation 2)
Scaffolding Supervisor	(Construction Regulation 14)
Stacking Storage Supervisor	(Construction Regulation 26)
Structures Supervisor	(Construction Regulation 9)
Suspended Platform Supervisor	(Construction Regulation 15)
Tunneling Supervisor	(Construction Regulation 13)
Vessels under Pressure Supervisor	(Construction under Pressure Regulations)
Working on/next to Water Supervisor	(Construction Regulation 24)
Welding Supervisor	(General safety regulation 9)

The principal contractor shall, furthermore, provide Moretele Local Municipality with an Organogram of all contractors that he/she has appointed or intends to appoint and keep this list updated and prominently displayed on site. Where necessary, or when instructed by an inspector of the Department of Labour, the principal contractor shall appoint a competent construction safety officer.

2.3.3 Designation of OH&S Representatives (Section 17 of the OH&S Act)

Where the principal contractor employs more than 20 persons (including the employees of other contractors (sub-contractors) he has to appoint one OH&S representatives for every 50 employees or part thereof. General Administrative Regulation 6 requires that the appointment or election and subsequent designation of the OH&S representatives be conducted in consultation with employee representatives or employees. (Section 17 of the Act and General Administrative Regulation 6 & 7) OH&S representatives shall be designated in writing and the designation shall include the area of responsibility of the person and term of the designation.

2.3.4 Duties and Functions of the OH&S Representatives (Section 18 of the OH&S Act)

The principal contractor shall ensure that the designated OH&S representatives conduct continuous monitoring and regular inspections of their respective areas of responsibility using a check list and report thereon to the principal contractor. OH&S representatives shall be included in accident or incident investigations. OH&S representatives shall attend all OH&S committee meetings.

2.3.5 Appointment of OH&S Committee (Sections 19 and 20 of the OH&S Act)

The principal contractor shall establish an OH&S committee, which shall meet as specified in the Regulations.

2.4 Administrative Controls and the Occupational Health and Safety File

2.4.1 The OH&S File (Construction Regulation 5 (7))



As required by Construction regulation 5(7), the principal contractor and other contractors shall each keep an OH&S file on site. The following list is not exhausted and shall only be used as a guide:

- Notification of construction work (Construction Regulation 3)
- Latest copy of OH&S Act (General Administrative Regulation 4)
- Proof of registration and good standing with COID insurer (Construction Regulation 4 (g))
- OH&S plan agreed with the Client including the underpinning risk assessment/s and method statements (Construction regulation 5 (1))
- Copies of OH&S committee and other relevant minutes
- Designs/drawings (Construction Regulation 5 (8))
- A list of contractors (sub-contractors) including copies of the agreement between the parties and the type of work being done by each contractor (Construction Regulation 9)
- Appointment/designation forms as per paragraph 2.1.1 and 2.1.2
- Registers as follows:

- Accident/Incident register (Annexure 1 of the General Administrative Regulations)
- OH&S representatives' inspection register
- Asbestos demolition and stripping register
- Batch plant inspections
- Construction vehicles and mobile plant inspections by controller
- Daily inspection of vehicles, plant and other equipment by the operator/driver /user
- Demolition inspection register
- Designer's inspection of structure record
- Electrical installations, -equipment and -appliances (including portable electrical tools)
- Excavations inspection
- Explosive powered tool inspection, maintenance, issue and returns register (incl. cartridges and nails)
- Fall protection inspection register
- First aid box contents
- Fire equipment inspection and maintenance
- Formwork and support work inspections
- Hazardous chemical substances record
- Ladder inspections
- Lifting equipment register
- Materials hoist inspection register
- Machinery safety inspection register (incl. machine guards, lock-outs etc.)
- Scaffolding inspections
- Stacking and storage inspection
- Inspection of structures Inspection of suspended platforms
- Inspection of tunneling operations
- Inspection of vessels under pressure
- Welding equipment inspections
- Inspection of work conducted on or near water
- All other applicable record including traffic safety officer reports.

Moretele Local Municipality will conduct an audit on the OH&S file of the principal contractor from time- to- time.

2.5 Notification of Construction Work (Construction Regulation 3)



The principal contractor shall, where the contract meets the requirements laid down in Construction Regulation 3, within 5 working days, notify the Department of Labour of the intention to carry out construction work and use the form (Annexure A in the Construction Regulations) for the purpose. A copy shall be kept on the OH&S file and a copy shall be forwarded to Moretele Local Municipality for record keeping purposes.

2.6 Training and Competence

The contents of all training required by the Act and Regulations shall be included in the principal contractor's OH&S plan. The principal contractor shall be responsible for ensuring that all relevant training is undertaken. Only accredited service providers shall be used for OH&S training. The principal contractor shall ensure that his and other contractor's personnel appointed are competent and that all training required to doing the work safely and without risk to health, has been completed before work commences. The principal contractor shall ensure that follow-up and refresher training is conducted as the contract work progresses and the work situation changes. Records of all training must be kept on the OH&S file for auditing purposes.

2.7 Consultations, Communication and Liaison

OH&S liaison between the client, the principal contractor, the other contractors, the designer and other concerned parties will be through the OH&S committee as contemplated in paragraph 2.3.5. In addition to the above, communication may be directly to the client or his appointed agent, verbally or in writing, as and when the need arises.

Consultations with the workforce on OH&S matters will be through their supervisors, OH&S representatives and the dissemination of all relevant OH&S information to the other contractors e.g. design changes agreed with the client and the designer, instructions by the client and/or his/her agent, exchange of information between contractors' most senior manager on site shall be required to attend all OH&S meetings.

2.8 Checking, Reporting and Corrective Actions

2.8.1 Monthly Audit by Client (Construction Regulation 4(1) (d))

Moretele Local Municipality will conduct monthly audits to comply with Construction Regulation 4(1)(d) to ensure that the principal contractor has implemented and is maintaining the agreed and approved OH&S PLAN.

2.8.2 Other Audits and inspections by Moretele Local Municipality.

Moretele Local Municipality reserves the right to conduct other ad hoc audits and inspections as deemed necessary. This will include site safety walks.

2.8.3 Contractor's Audits and Inspections

The principal contractor is to conduct his own monthly internal audits to verify compliance with his own OH&S management system as well as of with this specification.

2.8.4 Inspections by OH&S Representatives and other Appointees

OH&S representatives shall conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees shall conduct inspections and report thereon as specified in their appointments e.g. vehicle, plant and machinery drives, operators and users must conduct daily inspections before start-up.

2.8.5 Recording and Review of inspection Results

All the results of the abovementioned inspections shall be in writing, reviewed at OH&S committee meetings, endorsed by the chairman of the meeting and placed on the OH&S File.

2.9 Accidents and Incident Investigation (General Administrative Regulation 9)

The principal contractor shall be responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she /they had to be investigation shall be entered into an accident/incident register listed in paragraph 2.4.1

The principal contractor shall be responsible for the investigation of all minor and non-injury incidents as described in Section 24 (1) (b) & (c) of the act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

2.10 Reporting

The principal contractor shall provide Moretele Local Municipality with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.

3.0 OPERATIONAL CONTROL

3.1 Operational Procedures

Each construction activity shall be assessed by the principal contractor so as to identify operational procedures that will mitigate against the occurrence of an incident during the execution of each activity. This specification requires the principal contractor:

- To be conversant with Regulations 8 to 29 (inclusive)
- To comply with their provisions
- To include them in his OH&S plan where relevant.

3.2 Emergency Procedures

Simultaneous with the identification of operational procedures (per paragraph 3.1 above), the principal contractor shall similarly identify and formulate emergency procedures in the event an incident does occur. The emergency procedures thus identified shall also be included in the principal contractor's OH&S plan.

3.3 Personal & Other Protective Equipment (Sections 8/15/23 of the OH&S Act)

The contractor shall identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable, take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.



Personal protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.

Where it is not possible to create an absolutely safe and healthy workplace the contractor shall inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the contractor maintains the said equipment, that he instructs and trains the employees in the use of equipment and ensure that the prescribed equipment is used by the employee/s.



Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating or discharging the employee.

The principal contractor shall include in his OH&S plan the PPE he intends issuing to his employees for use during construction and the sanctions he intends to apply in cases of non-conformance by his employees. Conformance to the wearing of PPE shall be discussed at the weekly inspection meetings.

3.4 Other Regulation

Wherever in the Construction Regulations or this specification there is reference to other regulations (e.g. Construction Regulation 22: Electrical Installations and Machinery on Construction Sites) the principal contractor shall be conversant with and shall comply with these regulations.

3.5 Public Health & Safety (Section 9 of the OH&S Act)

The principal contractor shall be responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from said construction work as well as the precautionary measures to be observed to avoid or minimize those dangers.

This includes:

- Non- employees entering the site for whatever reason
- The surrounding community
- Passersby to the site

4.0 PROJECT/SITE SPECIFIC REQUIREMENTS

4.1 List of Risk Assessments

- Clearing and Grubbing of the area/site
- Site establishment including:
 - Office/s
 - Secure/safe storage for materials, plant and equipment
 - Ablutions
 - Sheltered eating area
 - Maintenance workshop
 - Vehicle access to the site
- Dealing with existing structures
- Location of existing services
- Installation and maintenance of temporary construction electrical supply, lighting and equipment
- Adjacent land uses/surrounding property exposures
- Boundary and access control/public liability exposures (NB: the Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)
- Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lighting etc.
- Exposure to noise
- Exposure to vibration
- Protection against dehydration and heat exhaustion



- Protection from wet and cold conditions
- Dealing with HIV/Aids and other diseases
- Use of portable electrical equipment including
 - Angle grinder
 - Electrical drilling machine
 - Skill saw
- Excavations including
 - Ground/soil conditions
 - Trenching
 - Shoring
 - Drainage of trench
- Welding including
 - Arc welding
 - Gas welding
 - Flame cutting
 - Use of LP gas torches and appliances
- Loading and offloading of trucks
- Aggregate/sand and other materials delivery
- Manual and mechanical handling
- Lifting and lowering operations
- Driving and operation of construction vehicles and mobile plant including
 - Trenching machine
 - Excavator
 - Bomag roller
 - Plate compactor
 - Front end loader
 - Mobile cranes and the ancillary lifting tackle
 - Parking of vehicles and mobile plant
 - Towing of vehicles and mobile plant
- Use and storage of flammable liquids and other hazardous substances
- Layering and bedding
- Installation of pipes in trenches
- Pressure testing of pipelines
- Backfilling of trenches
- Protection against flooding
- Gabion work
- Use of explosives
- Protection from overhead power lines
- As discovered by the principal contractor's hazard identification exercise
- As discovered from any inspections and audits conducted by the client or by the principal contractor or any other contractor on site
- As discovered from any accident/incident investigation.



PS8 EXPANDED PUBLIC WORKS PROGRAMME IMPLEMENTATION GUIDELINES

PS8.1 INTRODUCTION

The requirements of the Expanded Public Works Programme are contained in the document Guidelines for the implementation of Labour Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) included.



PS9 MATERIALS

PSA 1 QUALITY OF MATERIAL

All materials are to be the best of their respective kinds, new, undamaged, sound and free from defects and shall comply with the relevant clauses of the specification.

All references to Standard Specifications are to the latest amendment to such specifications.

Materials bearing the SANS or BS mark will not be subjected to tests to determine whether they comply with the relevant specifications. The Engineer may in his discretion require any material not bearing such a mark to be tested in accordance with the relevant specifications; should he do so the Contractor shall arrange for such tests to be carried out at the Contractor's cost by the South African Bureau of Standards or other approved body.

Whether or not the material bears the mark or is tested, any material found not to be in accordance with the specification would be rejected and replaced by the Contractor at his own cost.

Tenderers may be required, at their own expense to submit samples of the material offered to the Engineer for his approval and the material supplied under this contract shall be of a standard equal to that of the samples so submitted and approved. Samples will remain the property of the tenderers, who shall remove them when called upon to do so by the Engineer.

PSA 2 PLANT

PSA 2.1 CONSTRUCTION PLANT

Construction plant shall be of a suitable type for carrying out the work for which it is required. Its capacity shall be sufficient to meet the requirements of the work within the contract time. It shall be kept at all times in full working order and repair. If the Engineer considers that the plant in use is in any way inefficient or is inadequate in capacity, he shall have the right to call upon the contractor to provide such additional plant or equipment as may be required to meet the needs of the Works.

PSA 3 CONSTRUCTION

PSA 3.1 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS

The Contractor shall be responsible for the protection of persons, animals, vehicles and property from injury or damage by reason of the works, and shall employ competent watchmen and guard the works both by day and by night.

The Contractor shall provide, erect and maintain adequate warning signs and other protective measures as may be necessary from time to time to the approval and satisfaction of the Engineer.

Pits will only be allowed to be open for a maximum of 24 hours. Should any pit be open for longer than 24 hours, the Engineer can instruct the Contractor to close the pit. Should the Contractor fail to close the pit within 24 hours, work can be stopped by the Engineer.

PSA 3.2 Existing services

PSA 3.2.1 Action by Contractor

All services, in particular cables, shall be treated as live until proven otherwise.

PSA 3.3 MEASUREMENT AND PAYMENT

PSA 3.3.1 SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS

PSA 3.3.1.1 Establishment of Facilities on Site

a) Complying with health and safety specification

Unit: Sum

This rate shall cover all the fixed charged costs incurred by the contractor to comply with the Health and Safety specifications set by the Client. This will include the compilation of all documentation, assessments, risk analysis, etc. as specified. Refer to particular specifications volume 2 of the contract documentation.

b) Provision for sufficient hand excavation tools

Unit: Sum

The Contractor is responsible for the supply of sufficient hand excavation tools for the excavation of pits by the local community. At least one shovel and one pickaxe must be provided per stand. The number of stands to be simultaneously supplied with these tools will depend on the approved programme. The tools will remain the property of the Contractor. Payment will be made as a fixed amount and as a time related amount. Should not enough tools be made available; the payment of these items may be reduced until enough tools are on site. This rate shall cover the fixed costs for the supply of hand excavation tools.

PSA 3.4 SCHEDULED TIME-RELATED ITEMS

PSA 3.4.1 Operation and Maintenance of Facilities on Site, for Duration of Construction, except where otherwise state:

a) Complying with health and safety specification

Unit: Sum

This rate shall cover all the time related costs incurred by the contractor to comply with the Health and Safety specifications set by the Client. This will include the monitoring of the Health and Safety plan, regular safety meeting, safety officer, etc. as specified. Refer to particular specifications PDA and volume 5 of the contract documentation.

b) Provision for sufficient hand excavation tools

Unit: Sum

The Contractor is responsible for the supply of sufficient hand excavation tools for the excavation of pits by the local community. At least one shovel and one pickaxe must be provided per stand. The number of stands to be simultaneously supplied with these tools will depend on the approved programme. The tools will remain the property of the Contractor. Payment will be made as a fixed amount and as a time related amount. Should not enough tools be made available; the payment of these items may be reduced until enough tools are on site. This rate shall cover the fixed costs for the supply of hand excavation tools.



PSA 3.5 SUMS STATED PROVISIONALLY BY ENGINEER

The Contractor shall be instructed to appoint and pay nominated sub-contractors by the Engineer. The Contractor shall be reimbursed for the sum or sums actually paid by him, this sum or sums shall be increased by the percentage tendered as mark-up for overheads, administration charges and profit. No Claim will be valid without the written instruction from the Engineer and legitimate Tax invoice from the sub-contractor.

i. Environmental Control Officer:

Unit: Prov Sum

In accordance with the Environmental Management Plan and Environmental Control Officer (ECO) should be appointed for this project. The successful tenderer shall be instructed to appoint ECO for this project subject to approval from the Employer.

**ii. Overheads, charges and profit on item 1.3.1
Percentage (%)**

Unit:

**iii. Independent Health and Safety Agent:
Prov Sum**

Unit:

The required duties and responsibilities in terms of the Occupational Health and Safety Act and relevant Construction Regulations shall be performed by a consultant. The contract details of the consultant will be provided to the successful Contractor.

No provision for expenses incurred by the Contractor for complying with Health and Safety specifications is made under this item and should be priced as specified under item PSA 8.3.3 a) and PSA 8.4.3 a).

**iv. Overheads, charges and profit on item 1.3.3
Percentage (%)**

Unit:

**v. Independent testing of material:
Prov Sum**

Unit:

Should the Engineer question any of the results submitted by the Contractor, he can instruct the re-test of the material. Should it be found that the original material test results submitted by the Contractor were correct, payment of the additional test can be claimed under this item. Should it be found that



the original test results are false, the payment of the tests will be for the account of the contractor.

This rate can also be used for random testing requirements by the Engineer over and above the normal quality tests provided by the Contractor.

vi. Overheads, charges and profit on item 1.3.5 **Unit:**
Percentage (%)

vii. Community Liaison Officers
Unit: Prov Sum

This item makes provision for the appointment of a suitable community liaison office by the contractor. The selected officer should be approved by the Engineer.

viii. Overhead charges and profit on item 1.3.7 **Unit:**
Percentage (%)

PSA 3.6 TEMPORARY WORKS

PSA 3.6.1 Dealing with traffic

(a) Accommodation of traffic
Unit: Sum

The rates shall cover the costs of accommodation of traffic and provision of bypasses as described in SANS 1200 –D 5.1.6

SANS 1200AB ENGINEER'S OFFICE

PSAB 1 SCOPE

This specification covers the requirements for office, carparks and associated facilities for the use of the Engineer on the Site.

No separate building is required for the Engineer; provision for office space in the Contractors office will be required. Provision for site meetings, table and chairs seating 12 people should be made in the Contractors office.

At the time the Contract is awarded, the Engineer shall give the Contractor full details in writing regarding the number, type and layout of all the units required, as well as details of fittings and equipment or fittings on the basis of



what is specified or scheduled without the written confirmation from the Engineer. No buildings shall be erected without the Engineer's written instruction as to the exact position or orientation of the buildings.

The office and carports shall, unless otherwise agreed or instructed, be erected in close proximity to the Contractor's offices and the entire area shall be fenced with security fencing and provided with a gate. The Contractor shall take all reasonable precautions to prevent unauthorised entry to the offices and to ensure the general security of the offices.

PSAB 2 INTERPRETATIONS

PSAB 2.3 DEFINITIONS

Car Port: A shelter for a car, constructed on site.

PSAB 3 MATERIALS

PSAB 3.1 NAME BOARDS

The name board shall contain the following:

- | | |
|-----|-------------------------------------|
| (a) | The name of the project |
| (b) | The name and logo of the Employer |
| (c) | The name and logo of the Contractor |

The name board shall also be as specified on the drawing attached to the document and shall be subject to the Engineers approval before installation on site.

PSAB 3.2 OFFICE BUILDING(S)

PSAB 3.2.1 Office Buildings

- The Contractor shall provide, furnish and equip one or more offices (as scheduled) for the use of the Engineer.
- The Engineer does not require a separate building for an office. Provision of office space can be provided in the Contractor's office.



- Buildings for offices shall be constructed of timber, metal sheeting or other approved materials. The buildings shall have double walls filled with insulating material and lined on the inside with timber or other approved material. Ceilings shall be provided and offices shall have timber or concrete floors with edge to edge carpeting with foam-backed needle punch carpeting.
- Office buildings shall be painted with an approved paint after erection and the paintwork shall be maintained during the contract period.
- Each door shall be provided with a lock and two keys.
- The sitting of all offices shall be to the Engineer's satisfaction and shall be decided upon in consultation with him and confirmed in writing before erection. All accommodation shall include the provision of access roads where required, fresh clean portable water and sewerage, which will be considered as part and parcel of the accommodation provided and will not be paid for separately.
- All accommodation shall meet with the approval of the Engineer.
- The offices shall comply with the following requirements:

<u>Dimensions</u>	<u>Type 1 office</u>	<u>Type 2 office</u>
Minimum floor area	20m ²	12m ²
Minimum window area	4,0m ²	2,4m ²
Minimum window area opening	2,4m ²	1,5m ²
Minimum clear height	2,4m ²	2,4m ²
Parking for vehicles	2	2

Furniture and equipment:

Each office shall be equipped with the following:

1. Office desk with a surface area of at least 1,5m² with at least 3 drawers one of which can be locked.
2. Two office chairs.



3. Sufficient racks and hangers for hanging contract drawings. The hangers shall be of the "Barhold" type, with one hanger to five drawings.
4. Double 80-watt fluorescent light fittings complete with ballast and tubes (2 per Type 1 office, 1 per Type 2 office).
5. Steel filing cabinet fitted with four drawers on runners. Cabinet shall be fitted with locks and shall be 1300mm high, 460mm wide and 600mm from front to back.
6. Windows shall be fitted with venetian or opaque roller blinds.
7. Space heating type heater with enclosed elements of capacity not less than 1,5kW.

In addition to the above the Type 1 office shall be equipped with the following:

8. Conference table large enough to accommodate twelve people and have an area of at least 4m².
9. Ten office chairs.
10. Drawing table with a smooth flat top having an area of at least 3m².
11. One draughtsman's stool fitted with a padded seat with adjustable seat height.
12. Survey equipment as listed below:

1 tachometer capable of reading to 20 seconds of arc

1 automatic Engineer's level

One 5m levelling staff

Two tachometer staffs

One 25m Stilon tape

One 100m Stilon tape



Six ranging rods

Steel and wooden pegs and hammer as required.

The tachometer may be shared by arrangement between the Contractor and the Engineer, but the remaining instruments shall be provided for the exclusive use of the Engineer. The Contractor shall keep the equipment continuously insured against any loss, damage, or breakage and he shall indemnify the Engineer and Employer against any claims in this regard.

The Contractor shall also provide a toilet for the exclusive use of the Engineer. The room shall be equipped with hand wash basin complete with taps and drain and a towel rail.

On completion of the Works, ownership of the buildings, furnishings and equipment shall revert to the Contractor who shall remove them from the Site.

PSAB 3.2.4 Car Ports

Carports are required (must accommodate a minimum of two cars).

PSAB 3.2.5 Air-Conditioning Units

No air-conditioning unit is required.

PSAB 3.2.6 Laptops

The contractor shall provide the Engineers with laptops at the beginning of the contract. The prescribed laptop shall be HP 6430 with all accessories and software program to be specified. The contractor shall note that upon completion of the project, these computers shall be the property of The Engineer.

PSAB 4 PLANT

PSAB 5 CONSTRUCTION

PSAB 5.5 SURVEY ASSISTANTS

No survey equipment or assistants are required

PSD EARTHWORKS (SANS 1200 D – 1990)

PSD 1 CONSTRUCTION

PSD 1.1 Barricading and lighting

Add the following to this sub-clause:

Should the Contractor fail to provide adequate lighting, signing and barricading, access to properties, or leave the site in a dangerous condition, the Engineer shall be entitled to suspend all work under the Contractor until in the Engineer's opinion the Contractor's obligation in these respects have been fulfilled and/or arrange for any emergency work to be carried out by some other agency and to deduct the cost of this work from any monies due to the Contractor.

Open pits will be allowed to be open for only 24 hours. After the 24 hours the pits must either be utilized or backfilled. Backfilling and re-excavation of pits which was open for longer than 24 hours will be at the Contractor's own costs.

PSD 1.2 Excavated material not to endanger or interfere

Add the following to this sub-clause:

A safe, clear path shall be kept open at all times for pedestrians.

Equipment, materials and waste shall be stored, stockpiled or removed in such a manner that pedestrians are not endangered and that the nuisance level is kept to a minimum. If construction activities occupy the whole footway and verge area so that pedestrians are forced to walk in the traffic lane, adequate protection from traffic shall be provided.

Where instructed by the Engineer or where the Works impose a danger to traffic or pedestrians, the Contractor shall remove off Site excavated material to temporary stockpiles (approved by the Engineer) and the return to Site, excavated material for use as backfill or bedding.

PSD 1.3 Disposal of surplus or unsuitable material

Add the following:



“All surplus material not required for backfilling shall be disposed on a site or sites identified by the Contractor and approved by the Engineer. The spoiled material will be graded to free-draining slopes. **No additional payment will be made for the disposal of surplus or unsuitable material and it will be deemed that this action has been included in other rates.**”

PSD 2 MATERIALS

PSD 2.1 Classification for hand excavation

Add the following new sub-clauses:

Classification of material for various types of hand excavation will be based on the results of a dynamic cone penetrometer. The category of material shall be determined by testing the material at regular intervals and at various depths along the centre line of the trench. A minimum of 5 tests shall be done at each location and the average number of blows of the tests shall be used to determine the category of material.

The interval between test locations shall be determined by the variation of material type but shall not exceed 50m. The depth of testing shall be determined by the variation of material type and can increase or decrease in hardness with increasing depth of excavation. Table PSD 3.1 indicates the categories:

TABLE PSD 2.1 : CLASSIFICATION FOR HAND EXCAVATION

Category of Material	Consistency		DCP Blows to Penetrate 100mm	
	Granular	Cohesive	Granular	Cohesive
<p><u>Soft</u></p> <p>Soft excavation shall be excavation in material that can be efficiently removed from the trench using a pick and shovel but not requiring prior breaking using mechanical equipment such as pavement breakers.</p>	Up to medium dense	Firm to stiff	0-10	1-8
<p><u>Intermediate</u></p> <p>Intermediate excavation shall be excavation in material that require loosening with a hand spike before being removed from the trench</p>	Dense	Stiff to very stiff	11-15	9-12
<p><u>Hard</u></p> <p>Hard excavation shall be excavation in material that requires prior breaking using mechanical equipment such as pavement breakers with clay spades, before being removed from the trench.</p>	Very dense		16-50	13-20
<p><u>Rock</u></p> <p>Rock excavation shall be excavation in material other than described above which by nature of the material requires prior breaking using mechanical equipment, such as pavement breakers with moil points, before being removed from the trench</p>	-	-	>50	>15

PSD 3 MEASUREMENT AND PAYMENT

PSD 3.1 Restricted excavation using LIC Methods

Unit: m³

All excavation (soft, intermediate, hard rock and boulders) shall be done using labour intensive methods. Local labour should be obtained from the area for the excavations.

PSD 3.2 Hard Rock Excavation

Unit: m³

Construction will take place in a built-up area. No blasting will be permitted. Hand tools for the breaking of rock shall be used for hard rock excavation.



PART C5: SITE INFORMATION



PS10 SITE INFORMATION

GENERAL

This section describes the site at the time of tender to enable the tenderer to price his tender and to decide upon his method of working and programming and risks.

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SI 2	ACCESS TO SITE AND RESTRICTIONS	C4-44
SI 3	EXISTING SERVICES, SERVITUDES AND WAY LEAVES	C4-44
SI 4	SECURITY	C4-44
SI 5	NATURE OF GROUND AND SUBSOIL CONDITIONS	C4-44
SI 6	HYDROLOGICAL REPORT AND BOREHOLE CORES	C4-44

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SI 1 SITE LOCATION

The works will be executed in Ward 26 within Moretele Local Municipality, in the jurisdiction of Bojanala Platinum District Municipality in the North West Province.

The geographical names are Mogogela and Ratsiepane villages.

SI 2 ACCESS TO SITE AND RESTRICTIONS

The site is easily accessible from local roads.

SI 3 EXISTING SERVICES, SERVITUDES AND WAY LEAVES

No positions of existing underground services are known. The services must be located by hand. Should the Contractor find underground services; the Engineer must be notified immediately. The Engineer shall assess the situation and instruct the Contractor on an appropriate course of action to be taken.

The attention of the Contractor damage an existing service he shall immediately contact the Engineer who will investigate the matter and determine liability for the damage.

All cables and pipes shall be considered "live" unless confirmed otherwise by the relevant authority.

SI 4 SECURITY

The contractor shall be responsible for the security of his personnel; materials and construction plant on and around the site of the Works and for the security of his camp, and the Client in this regard will consider no claims.

SI 5 NATURE OF GROUND AND SUBSOIL CONDITIONS

There is no Geotechnical report available for the villages in question at this stage.

SI 6 HYDROLOGICAL REPORT AND BOREHOLE CORES

The Geohydrological report for the site is available on request from the engineer's office.

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Witness 1

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PART C6: DRAWINGS

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Witness 1

Witness 2

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Witness 1

Witness 2

PROJECT No.: MLM/IDS/S/P7/W26/25-26

PROJECT NAME: WARD 26 BASIC SANITATION PHASE 7

PS11 Drawings

The following drawings are for tender purposes only

<u>DRAWING No:</u>	<u>DESCRIPTION:</u>	<u>ISSUED FOR:</u>
	LOCALITY MAP	TENDER
	DETAILS OF TOP AND SUB STRUCTURES	TENDER

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Employer

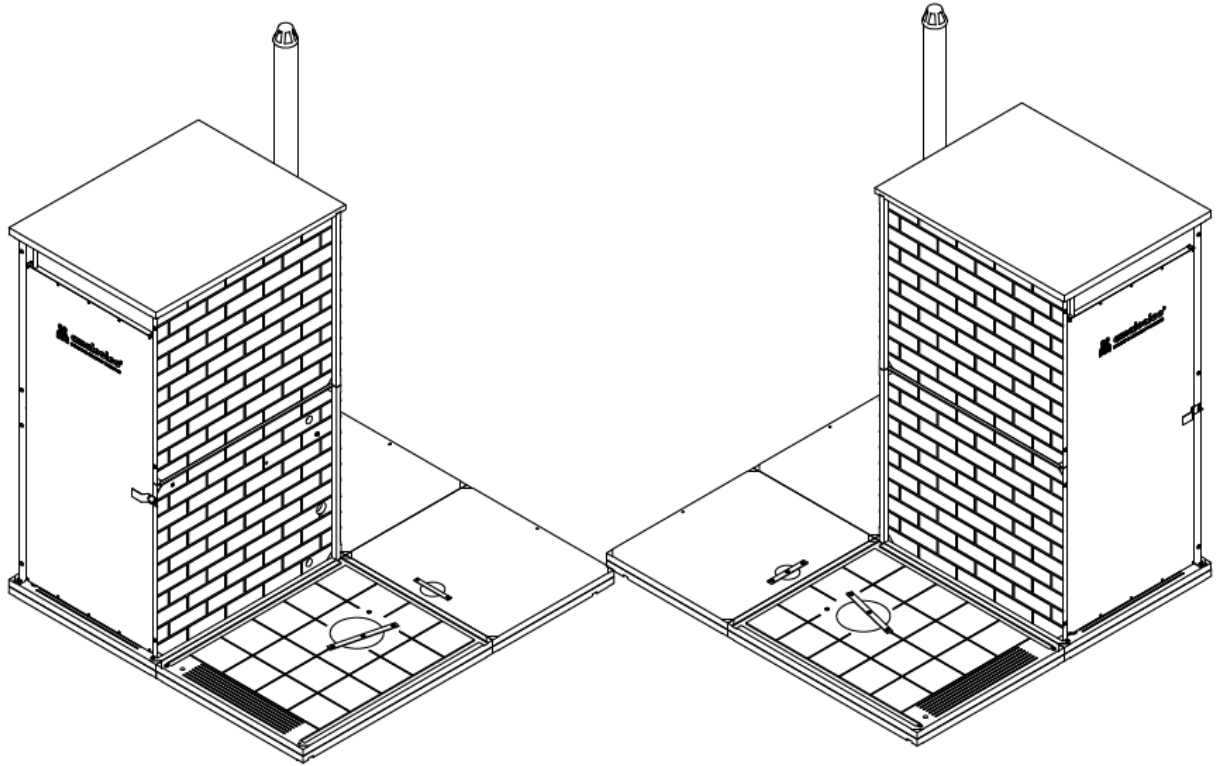
Witness 1

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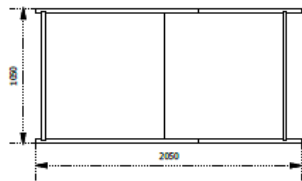
Witness 1

Witness 2

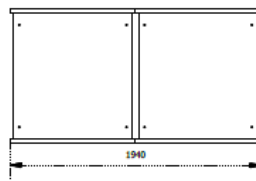


STRUCTURE ON LEFT PIT

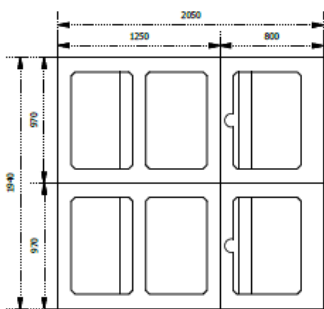
STRUCTURE ON RIGHT PIT



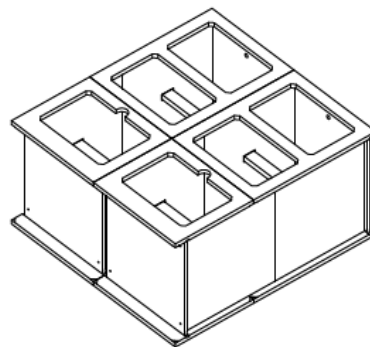
SIDE



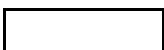
END



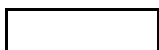
TOP



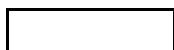
T47



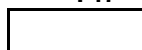
Employer



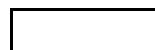
Witness 1



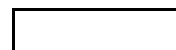
Witness 2



Broker



Witness 1



Witness 2

**PART T2
AGREEMENT AND CONTRACT DATA**

T2.1 General Conditions of Contract

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT

**GENERAL CONDITIONS OF CONTRACT
July 2010**

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Employer

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Witness 2

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Witness 1

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NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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TABLE OF CLAUSES

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5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
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9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
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14. Spare parts
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19. Assignment
20. Subcontracts
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General Conditions of Contract

- 1. Definitions**
1. The following terms shall be interpreted as indicated:
- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.5 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when,
- 1.6 through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

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- 1.10 "Delivery into consignee's store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 " Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

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- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. **Application** 2.1 These general conditions are applicable to all bids, contracts and orders **including** bids for functional and professional services, sales, hiring, **letting** and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

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Witness 1

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Witness 1

Witness 2

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of

5.1 The supplier shall not, without the purchaser's prior written consent, **contract** disclose the contract, or any provision thereof, or any specification, **documents** plan, drawing, pattern, sample, or information for **and information**; nished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the **inspection**. contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

Performance 7.1 Within thirty (30) days of receipt of the notification of contract award, **security** the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
a cashier's or certified cheque

The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

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Employer

Witness 1

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Witness 1

Witness 2

Inspections,

8.1 All pre-bidding testing will be for the account of the bidder.
tests and analyses

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery

10.1 Delivery of the goods shall be made by the supplier in accordance with **and documents the** terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

Transportation 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

Incidental 13.1 The supplier may be required to provide any or all of the following **services**, including additional services, if any, specified in SCC:

performance or supervision of on-site assembly and/or commissioning of the supplied goods.
furnishing of tools required for assembly and/or maintenance of the supplied goods.

furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods.

performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and in the event of termination of production of the spare parts:

Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

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15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract

18.1 No variation in or modification of the terms of the contract shall be **amendments** made except by written amendment signed by the parties concerned.

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19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the

21.1 Delivery of the goods and performance of services shall be made by **supplier's** the supplier in accordance with the time schedule prescribed by the **performance** purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

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23. Termination

23.1 The purchaser, without prejudice to any other remedy for breach of **for default** contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

if the Supplier fails to perform any other obligation(s) under the contract; or

if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

the name and address of the supplier and / or person restricted by the purchaser.

the date of commencement of the restriction

the period of restriction; and (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the

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period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping

24.1 When, after the date of bid, provisional payments are required, or anti **and countervailing** dumping or countervailing duties are imposed, or the amount of a **duties and rights** provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of

any such increase. When, after the said date, such a provisional payment is no longer required or any such antidumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

25. Force

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the **Majeure** supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination

26.1 The purchaser may at any time terminate the contract by giving written **for insolvency** notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of

27.1 If any dispute or difference of any kind whatsoever arises between the **Disputes** purchaser and the supplier in connection with or arising out of the **contract**, the parties shall make every effort to resolve amicably such **dispute** or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute **or** difference by such mutual consultation, then either the purchaser or **the** supplier may give notice to the other party of his intention to **commence** with mediation. No mediation in respect of this matter may **be** commenced unless such notice is given to the other party.

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27.3 Should it not be possible to settle a dispute by means of mediation, it **may** be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations **under** the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of

28.1 Except in cases of criminal negligence or wilful misconduct, and in **liability** the case of infringement pursuant to Clause 6; the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

the aggregate liability of the supplier to the purchaser, whether **under** the contract, in tort or otherwise, shall not exceed the total **contract** price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing

29.1 The contract shall be written in English. All correspondence and other **language** documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable

30.1 The contract shall be interpreted in accordance with South African **law** laws, unless otherwise specified in SCC.

Notices 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp **duties**, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the

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award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable **Industrial** to all contracts that are subject to the NIP obligation.
Participation (NIPP)

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1.4.1. Restrictive practices

In terms of section 4 (1) (b) (iii) of the Competition Act No. an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34 Prohibition of

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

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PART T2

AGREEMENT AND CONTRACT DATA

Contract Data

SPECIAL CONDITIONS OF CONTRACT

The bid will be awarded subject to the following conditions:

- Awarding of the bid will be subject to the service provider's express acceptance of the general conditions of contract.
- The successful service provider shall, at his/her own expense, take out sufficient insurance against any claims, costs, loss and/or damage ensuing from his obligations and shall ensure that such insurance remains operative for the duration of this contract.
- The successful service provider agrees to keep confidential all records and information and not to disclose such records or information to any third party without the prior written consent of Moretele Local Municipality.
- The Moretele Local Municipality reserves the right to terminate the contract if there is clear evidence of non-performance and/or inability to deliver.
- Moretele Local Municipality reserves the right not to make any appointment.
- Any changes of staff member on-site it must be submitted to Moretele Local Municipality
- During the appointment phase until signing of the service level agreement, the service provider must ensure that, the following operating level performance is always adhered in order to ensure that the services shall be optimally rendered and always available for use:
 - Ensure that the department of labour conditions (registration of UIF and security guards) are met.
 - Ensure that service level contracts and condition of employment with the security guards are met.
 -
 - Installation of a premises patrol tagging system in relevant or high-risk areas.
 - Clearance certificate for all directors from South African Police Services
 - The appointed PSP once appointed is limited to utilize the services of only personnel presented for evaluation purposes. Any changes are to be subjected to the Moretele Local Municipality for approval.

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PART T2

2 AGREEMENT AND CONTRACT DATA

2.1 T2.3 Terms of Reference

2.2 TERMS OF REFERENCE

APPOINTMENT OF SERVICE PROVIDER/S FOR WARD 26 BASIC SANITATION PHASE 7

1. PURPOSE

The objective of the overall project is to provide basic sanitation services for a total of **214(No)** households in Ratsiepane and Mogogela villages in Ward 26 within the Moretele Local Municipality and develop SMME's in the area. This project will be performed making use of Local labour and Contractors where feasible.

2. BACKGROUND

Moretele Local Municipality has set out an objective of providing basic sanitation in Mogogelo village to **214 No households** within this project contract. The project is set out for **6-month duration** and shall be accompanied by end-user training for the beneficiaries to ascertain the successful operation and maintenance of this technology. This waterless technology is in accordance with DWA's recommendations for Mathibestad area due to high water table conditions.

3. AIMS AND OBJECTIVES

The work to be performed under this contract includes installation and construction of Bio-toilet Structures' units up to **214 (No)**, in Mogogelo village within the Moretele Local Municipality the type of toilet that will be used is the VIP double pit as per DWS standard. This project will also be performed making use of Local labour and Contractors where feasible.

PS 1.4 Extent of Works

4. SCOPE OF WORK/ DELIVERABLES

- Site clearance
- Excavation of shallow pits as per the attached drawing
- Preparation of double pits and foundation layout for structural support
- Installation of **up to 214 No** of double pits toilet units.
- Maximum use of local labour

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5. REQUIRED PERSONNEL

- The appointed service provider based on the rate provided by the Municipality will then be given a number of personnel needed.

6. GENERAL REQUIREMENTS

6.1 Employer's Design

The Engineer shall supply all drawings and design information required to execute the works to be implemented by the Contractor. The Contractor will undertake only construction on the basis of approved designs by the Engineer. The Contractor shall follow the specifications, design and construction drawings as revised and accepted by the Engineer.

6.2 Drawings

Typical drawing shall be included in Section C3 Scope of the Work – Volume 1 of this document. The Contractor shall submit a complete set of drawings of the system proposed to the Engineer for approval.

7. PROJECT PERIOD

- The project will be executed over a period of six months effective from the date of the signing of the contract.

8. COMPULSORY ONLINE BRIEFING

The compulsory briefing will be conducted on the 12th August 2025 11h00 AM at Moretele Local Municipality Hall, situated at 4065 B Mathibestad.

Original proposals need to be hand-delivered or couriered and deposited in the tender box at the following address clearly marked the bid number and description on or before the closing date and time: 03 September 2025 @ 12h00 PM.

Physical Address:

Moretele Local Municipality
4065B Mathibestad

Postal Address:

Moretele Local Municipality
Private Bag X 367
MAKAPANSTAD
0404

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Contact Person/s

Technical Enquiries	SCM Enquiries
Mr. P Molautsi TEL.012 716 1300/1347 EMAIL: Pholosh.molautsi@moretele.gov.za	Mrs. M Phenya Tel: 012 716 1308/11 E-mail: modiegi.phenya@moretele.gov.za

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