



THEEWATERSKLOOF MUNICIPALITY

TENDER NO. ENG 14/2022/23

CONTRACT DOCUMENT

FOR THE

CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE N2:

(RETURNABLE DOCUMENT)

Name of Tenderer	
Address (Physical)	
Telephone Number	
Fax Number	
Date	
Signature	
Amount (VAT Included)	
Duration	(Maximum 4 Weeks)

NOTE:

- The Form of Offer and Acceptance (C1.1) is on **page 70** of this document (see also Clause F.4.6)

PREPARED FOR:

THEEWATERSKLOOF MUNICIPALITY
P O BOX 24
CALEDON
7230
Tel: (028) 214 3300
Fax: (028) 214 1289

PREPARED BY:

ETL CONSULTING
5th Floor, Imperial Terraces
Carl Cronje Drive, Tyger Waterfront
Bellville, 7530
Tel: (082) 851 9841

MARCH 2023

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE THEEWATERSKLOOF MUNICIPALITY

Bid Number:	ENG 14/2022/23	Closing Date:	21 April 2023	Closing Time:	12:00
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Description: CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE N2

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 No. 1** situated at:

MUNICIPAL HEAD OFFICE
6 PLEIN STREET
CALEDON
7230

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:	OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
3. TOTAL NUMBER OF ITEMS OFFERED		4. TOTAL BID PRICE	R
5. SIGNATURE OF BIDDER	6. DATE	
7. CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	SCM	CONTACT PERSON	RAJESH SUKHLAL
CONTACT PERSON	NICO LA GRANGE	TELEPHONE NUMBER	082 851 9841
TELEPHONE NUMBER	028 214 3300	FACSIMILE NUMBER	086 540 6795
FACSIMILE NUMBER	028 212 1229	E-MAIL ADDRESS	rajeshs@etlconsulting.co.za
E-MAIL ADDRESS	Nicola@twk.gov.za		

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 Bidders must ensure compliance with their tax obligations.
- 2.2 Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
- 2.3 Application for the Tax Compliance Status (TCS) certificate or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.
- 2.4 Foreign suppliers must complete the pre-award questionnaire in part B:3.
- 2.5 Bidders may also submit a printed TCS certificate together with the bid.
- 2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS Certificate/Pin/CSD number.
- 2.7 Where no TCS is available, but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:



THEEWATERSKLOOF MUNICIPALITY

TENDER NO. ENG 14/2022/23

CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE N2

GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	Thursday, 16 th March 2023
ESTIMATED CIDB CONTRACTOR GRADING	:	2 CE or Higher, not lower than contractor grading designation calculated in accordance with the Construction Industry Development Regulations
CLARIFICATION MEETING	:	A compulsory clarification meeting to be held on Wednesday, 29 March at 12:00.
VENUE FOR CLARIFICATION MEETING	:	26 Kerk str., Caledon, Technical Department
CLOSING DATE	:	Friday, 21 April 2023
CLOSING TIME	:	12:00
CLOSING VENUE	:	Tender Box 1 at the Municipal Office, 6 Plein Street, Caledon.
VALIDITY PERIOD OF TENDER	:	90 days
TENDER BOX	:	The Tender Documents (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. The onus remains with the tenderer to ensure that the tender is placed in the correct tender box.

THEEWATERSKLOOF MUNICIPALITY

TENDER NO. ENG 14/2022/23

CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE N2

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THEEWATERSKLOOF MUNICIPALITY

TENDER NO. ENG 14/2022/23

**CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE
TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE
N2**

Part T1: Tendering procedure

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

THEEWATERSKLOOF MUNICIPALITY
TENDER NO. ENG 14/2022/23
CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE
TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE
N2

T1.1 Tender Notice and Invitation to Tender

THEEWATERSKLOOF MUNICIPALITY, DIRECTORATE TECHNICAL AND INFRASTRUCTURE IMPLEMENTATION SERVICES invites tenders for Contract no.ENG 14/2022/23: CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE N2.

Only tenderers who satisfy the eligibility criteria stated in the Tender Conditions and Tender Data are eligible to submit tenders. It is estimated that the tenderers should have a CIDB contractors grading designation of 2CE or higher.

All bids received shall be evaluated in terms of the Theewaterskloof Municipality's Supply Chain Management Policy, read with the Preferential Procurement Regulations of 2022. It is estimated that the 80/20 preference points system will be applicable. Tenders will be evaluated in terms of price and preference.

The successful tenderer must also be registered on the Centralized Supplier Database (CSD). Tenderers can register on WWW.CSD.GOV.ZA

A set of tender documents may be obtained from Theewaterskloof Municipality, Technical Services Department from Thursday 16 March 2023 during office hours Monday to Thursday 07h45-13h00 and 13h45-16h45 and Fridays 07h45-13h00 and 13h45-15h30. **Payment of a non-refundable tender participation fee of R 550.00 (VAT Inclusive) is applicable.** It is an eligibility criterion and is payable by means of electronic transfer or direct deposit only. Proof of payment of the participation fee should accompany your tender document when submitting it. Refer enquiries **only in the aforementioned regard** to Mr Hanro September at hanrose@twk.gov.za and Mr Henri-John Philander at henri-johnph@twk.gov.za.

All **technical queries** relating to this tender may be addressed to: Mr Rajesh Sukhlal,
Tel No. 082 851 9841,
e-mail: rajeshs@etlconsulting.co.za

A compulsory clarification meeting with representatives of the Employer will take place at the Town office, 26 Kerk str, Caledon (Technical office), and then will commence to the proposed location on Wednesday, 29 March 2023 starting at 12:00. Prospective tenderers who arrive later than 12:15 will not be allowed into the Clarification meeting. Tenderers should be represented at the site visit/ clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

The closing time for receipt of tenders is **12h00 on Friday, 21 April 2023** at the Theewaterskloof Municipality, Tender Box 1- at the main entrance, 6 Plein Street, Caledon. Telegraphic, telephonic, telex, facsimile, electronic/e-mailed and late tenders will not be accepted. Tenders may only be submitted on the tender documentation that has been issued. Tenders, completed in full, must be submitted in tender box no. 1 which is located at the entrance to the municipality head office of Theewaterskloof Municipality, 6 Plein Street, Caledon. Please note that the tender box is open 24/7 and that the deposit slot opening is 5 x 30 cm.

Council reserves the right to accept a tender in full, partially or not at all and is not obliged to accept the lowest tender received. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

The 80/20 preference point system in terms of Theewaterskloof Municipality's Preferential Procurement Policy will be applicable as follows;

Price 80
Specific goals: (20)

a) B-BBEE status level of contributor 10
b) locality 10
Total points 100

B Ngubo
Municipal Manager
Theewaterskloof Municipality
P O Box 24
6 Plein Street

THEEWATERSKLOOF MUNICIPALITY

TENDER NO. ENG 14/2022/23

CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE N2

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the Construction Industry Development Board (CIDB) Board Notice 423 of 2019 (contained in Government Gazette No. 42622 of 08 August 2019), bound into section T1.3.

The Standard Conditions of Tender makes several references to the Tender Data. The Tender Data also contains project-specific amendments to the Standard Conditions of Tender applicable to this document. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

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

Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Conditions of Tender
Clause	Description	
C.1.1	Actions	The Employer is Theewaterskloof Municipality
C.1.2	Tender documents	The tender documents issued by the Employer comprise two volumes. Contract Document contains the parts and sections (contained in each part) as listed in the Contents List of Volume 1 & 2 bound in the front of these documents. A Book of Drawings contains the drawings listed in the Drawing Register bound in the front of that volume.
C.1.3.2	Interpretation	<i>Replace this sub-clause with the following:</i> These Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules which are required for tender evaluation purposes, shall form part of the Contract arising from the invitation to tender.
C.1.4	Communication	<i>Delete the first sentence of the clause and replace with the following:</i> Verbal or any other form of communication, from the Employer, its employees, agents or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer, unless communicated by the Employer in writing to suppliers by its Director: Supply Chain Management or his nominee, Mr Sergio Francis (email: sergiofr@twk.gov.za) The Employer's Agent is (also known as the Engineer): ETL Consulting Mr Rajesh Sukhlal Address: 5th Floor, Imperial Terraces, Carl Cronje Drive, Tyger Waterfront, Bellville, 7530 Tel: 082 851 9841 E-mail: rajeshs@etlconsulting.co.za

C.1.6.2.1	Negotiation procedure	<p><i>Add the following to C.1.6.2.1:</i></p> <p>A competitive negotiation procedure will not be followed.</p>
C.1.6.3	Two-stage system	<p><i>Add the following to C.1.6.3 and C.1.6.3.1:</i></p> <p>A two-stage system will not be followed.</p>
Add the following new clause: "C.1.7"	CSD Registration	<p><i>Add the following new clause C.1.7:</i></p> <p>Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.</p> <p>Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address https://secure.csd.gov.za.</p> <p>It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.</p>
Add the following new clause: "C.2.1.3"	Responsive tender	<p><i>Add the following new clause: C.2.1.3</i></p> <p>Only those tender submissions from which it can be established that a clear and unambiguous offer has been made to Employer, by whom the offer has been made and what the offer constitutes, will be declared responsive.</p>
Add the following new clause: "C.2.1.4"	Eligibility	<p><i>Add the following new clause: C.2.1.4.</i></p> <p>Only those tenderers who substantiate their offer by providing sufficient proof, relevant to each of the following criteria and in terms of the scope of work included in this contract, are eligible to submit tenders:</p>
Add the following new clause: "C.2.1.4.1"		<p><i>Add the following new clause: C.2.1.4.1</i></p> <p>Construction Industry Development Board</p> <p>2 CE or Higher, not lower than contractor grading designation calculated in accordance with the Construction Industry Development Regulations</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the CE class of construction work; not lower than one level below the required grading designation in the class of works construction works under consideration and possess the required recognition status; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations i.e. 3CE or higher.
Add the following new clause: "C.2.1.4.4"		<p><i>Add the following new sub-clause: C.2.1.4.4</i></p> <p>Tender Participation Fee</p>

		Payment of a non-refundable tender participation fee of R550.00 (VAT Inclusive)- Please append to Schedule 2L
Add the following new clause: "C.2.1.4.5"		<p><i>Add the following new sub-clause: C.2.1.4.4</i></p> <p>Attendance of Compulsory Clarification Meeting</p> <p>The tenderer shall attend a compulsory clarification meeting (refer to sub clause 2.7 of Part T1.2). Attendance of the compulsory clarification meeting shall be confirmed by way of signature of an attendance register signed at the clarification meeting.</p>
C.2.2.1		<p><i>Add the following to sub-clause C.2.2.1:</i></p> <p>Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the employer or the employer's agent (if required).</p>
C.2.7	Clarification meeting	<p>A compulsory clarification meeting and site visit will be held as follows:</p> <p>Location : Technical Offices, 26 Kerk str, Caledon Date : 29 March 2023 Time : 12:00</p> <p>Confirmation of attendance will be recorded, on site, in the Site Inspection Certificate included in Section T2.2 of the Document.</p> <p>Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the works involved.</p>
C.2.10	Pricing the tender offer	<p><i>Add the following sub-clause C.2.10.5:</i></p> <p>A digital copy of the Bill of Quantities can be obtained from the Employer's Agent from the office of the Engineer upon sufficient notice.</p>
C.2.11	Alterations to documents	<p><i>Replace the last sentence of the clause with the following:</i></p> <p>To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry.</p>
C.2.12.1	Alternative tender offers	<p><i>Add the following to the clause:</i></p> <p>All alternative tender offers shall be referred to in Section T2.1 – Proposed Amendments.</p>
C.2.12.2	Alternative tender offers	<p><i>Add the following to the clause:</i></p> <p>Should the Tenderer wish to offer alternative designs and/or construction materials, he shall include with this Tender full details thereof, including a complete bill of quantities, formal design calculations, and full details of all alternative components proposed to be included in the Works. Refer also to the Contract Data in this regard.</p> <p>Failure to properly comply with this clause, thereby preventing the Employer and/or the Engineer to properly assess the full implications of the alternative tender, is likely to disqualify the alternative offered from further consideration.</p> <p>No submission by the Contractor after award for additional payment or time for completion of Works relating to the alternative offer will be considered, the tendered rates submitted shall be considered to reflect the full and final cost implications of the alternative offer.</p>

C.2.13.2	Submitting a tender offer	<p><i>Replace the contents of the clause with the following:</i></p> <p>Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.</p> <p>All volumes are to be left intact in its original format and no pages shall be removed or re-arranged.</p>
C.2.13.3		Nil copies of the tender offer are required.
C.2.13.4		<p><i>Add the following to the clause:</i></p> <p>Only authorised signatories may sign the original and all copies of the tender offer where required in terms of C.2.13.3.</p>
C.2.13.5		<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Tender box location : Municipal Head Offices</p> <p>Physical address : 6 Plein Street Caledon 7230</p> <p>Identification details : ENG 14/2022/23 CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE N2</p> <p>The name and address of the tender shall be entered on the back of the envelope.</p>
C.2.13.6		A two-envelope procedure will not be followed.
C.2.13.10		<p><i>Add the following new sub-clause C.2.13.10:</i></p> <p>Accept that all conditions, which are printed or written upon any stationary used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</p>
C.2.14	Information and Data to be completed in all respect	<p><i>Add the following to the clause:</i></p> <p>The Tenderer is required to enter information in the following sections of the document:</p> <p>Section T2.2 : Returnable Schedules Section C1.1 : Form of Offer and Acceptance Section C1.2 : Contract Data (Part 2) Section C1.3 : Form of Guarantee Section C1.4 : Occupational Health and Safety Agreement Section C1.5 : Insurance Broker's Warranty Section C2.2 : Bill of Quantities</p> <p>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</p> <p>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</p> <p>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</p> <p>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in clause C.2.23 within the period stipulated,</p>

		<p>shall be just cause for the Employer to consider the tender offer as being regarded as non-responsive.</p> <p>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in section T2.2.2 of contracts of a similar nature and magnitude which they have successfully executed in the past.</p> <p>Accept that the Employer is restricted in accordance with clause 5 (1) of the Construction Regulations, 2014, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to health and safety (as required in clause C.2.23) shall be regarded as justifiable and compelling reasons not to accept the Tender Offer of the Tenderer scoring the highest number of tender evaluation points.</p>
C.2.15.1	Closing Time	<p>The closing time and location for the submission of tender offers are:</p> <p>Time : 12:00</p> <p>Date: 21 April 2023</p> <p>Location : Caledon Municipal Head Offices 6 Plein Street Caledon</p>
C.2.16.1	Tender Offer validity	The tender offer validity period is 90 days.
C.2.16.1		<p><i>Add the following to the clause:</i></p> <p>If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.</p>
C.2.16.5		<p><i>Add the following new clause:</i></p> <p>Accept that should the Tenderer unilaterally withdraw his tender during the tender validity period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause C.3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed.</p>
C.2.18.1		<p><i>Add the following to the clause:</i></p> <p>Accept that if requested, the Tenderer shall within 7 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1)(d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition.</p> <p>Accept that the Employer or his agent, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining</p>

		whether the required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture.
C.2.19	Inspections, tests and analysis	<i>Add the following at the end of the clause:</i> “.....or upon written request”
C.2.22	Return of other tender documents	<i>Replace the contents of the clause with the following:</i> Return all retained tender documents prior to the closing time for the submission of Tender Offers.
C.2.23	Certificates	The following certificates / information are to be provided with the tender offer or within three days of receipt of the Employer’s or his Agent’s written request to submit same: a) CIDB registration certificate in the grading designation stipulated in clause 2.1 above, b) Original valid Tax clearance certificate, or a unique security personal identification number (PIN) issued by the SA Revenue Services (in terms of the Preferential Procurement Regulations, 2001 published in Government Gazette No. 22549 dated 10 August 2001). In the case of a Joint Venture/Consortium the Tax clearance certificate must be for the Joint Venture/Consortium (if available) and individual valid Tax clearance certificates of all the members of the Joint Venture/Consortium c) Certified copy of VAT Registration Certificate (if VAT number is not included in Tax clearance certificate), d) Certified copy of Letter of Good Standing issued by the Department of Labour in terms of Act 130 of 1993, e) Certified copy of Unemployment Insurance Fund Certificate of Compliance in terms of Act 4 of 2002, f) Certified copy of Certificate of Incorporation (if tenderer is a Company), g) Certified copy of Founding Statement (if tenderer is a Closed Corporation), h) Certified copy of Partnership Agreement (if tenderer is a Partnership), i) Certified copy of Identity Document (if tenderer is a One-man concern), j) Joint Venture Agreement (if tenderer is a Joint Venture), k) Curriculum vitae of the person who prepares the Contractor’s Health and Safety Plan, and l) Curriculum vitae of the Health and Safety Officer the successful tenderer intends appointing in accordance with the Occupational Health and Safety Act (Act 85 of 1993). m) Curriculum Vitae of all supervisory staff
C.3.1.1	Respond to requests from tenderer	<i>Replace the contents of the clause with the following:</i> Respond to a request for clarification received up to ten (10) working days before the Tender closing time stated in the Tender Data and notify all Tenderers who collected procurement documents within five (5) working days of the same date.
C.3.2		<i>Add the following to C.3.2 at the end of the paragraph:</i> Notwithstanding any requests for confirmation of receipt of addenda issued, the tenderer shall be deemed to have received such addenda if the Employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post
C.3.4	Opening of Tender submissions	Tenders will be opened immediately after the closing time of submission of tenders at the venue indicated in Clause C.2.13.5 of the Tender Data.
C.3.5	Two-envelope system	A two-envelope procedure will not be followed.
C.3.8.1	Test for	<i>Add the following to the clause:</i>

	<p>responsiveness</p>	<p>Failure on the part of the Tenderer to submit a tender offer as stipulated in clause C.2.13 prior to the closing time as stipulated in clause C.2.15 shall be just cause for the Employer to consider the tender offer as being non-responsive</p> <p>Failure on the part of the Tenderer to submit any one of the returnable documents or certificates listed in clause C.2.23 within the period stipulated shall be just cause for the Employer to consider the tender offer as being non-responsive.</p> <p><u>Test for Responsiveness</u></p> <p>(This is a requirement on submission of bid document)</p> <p>Tenders will be considered non-responsive if, inter alia:</p> <ul style="list-style-type: none"> • The tenderer did not sign and complete the Form of Offer part, • The tenderer does not comply with the eligibility criteria listed above, and • The tenderer has failed to comply with the scope of work as advertised. • The tenderer has failed to comply with the Special conditions of tender as specified in Clause C3.18. • The tenderer has failed to comply with the pricing instructions. <p><u>Test for Administrative Compliance</u></p> <p>Tenders will be considered non-compliant if, inter alia: (These documents may be requested)</p> <ol style="list-style-type: none"> a) The tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employer's written request. b) The tenderer has failed to complete and sign, where prompted in the Returnable Schedules, all additional information requested, including responsiveness criteria. c) The tenderer has not submitted a municipal account of where the head office of the company is registered or in case where the premises are leased, the tenderer has not provided a copy of the lease of the premises. The successful contractor will be required to submit updated municipal accounts on a quarterly basis. d) The tenderer has failed to submit a valid Tax clearance certificate. A valid Tax clearance certificate may be requested. e) The tenderer has failed to submit a valid certified B-BBEE certificate, EME or QSE affidavit whereas points were claimed and a copy of the certificate or affidavit was supplied, a certified copy of the valid B-BBEE certificate, EME or QSE affidavit may be requested. f) The tenderer has failed to submit proof of good standing from the Department of Labour related to good standing with regards to COIDA payments. A certified copy of the proof of good standing may be requested. g) The tenderer has failed to submit proof of registration with the relevant Bargaining Council (or relevant affiliation). Should such be in place, a certified copy of the proof of registration may be requested. h) The tenderer has failed to provide proof of payment of participation fee. Proof of payment may be requested. i) The Tenderer has failed to submit proof of 2CE or higher CIDB grading. Proof may be requested. j) The tenderer has failed sign, compliance with Scope of Works This may be requested.
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		The Employer reserves the right to accept a tender offer which does not, in the Employer's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.
C.3.8.2		<i>Replace the final sentence of C.3.8.2 with the following:</i> Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the material deviation.
C.3.8.3		<i>Add the following after clause C.3.8.2</i> The Employer reserves the right to accept a tender offer which does not, in the Employer's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.
C.3.9	Arithmetical errors, omissions and discrepancies	<i>Replace the contents of the clause with the following:</i> 1. Check responsive tenders for discrepancies between amounts in words and amount in figures. Where there is a discrepancy between the amounts in figures and the amounts in words, the amount in words shall govern. 2. Check responsive tender offers for arithmetical errors, correcting them in the following manner: a) If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line item total shall be corrected. b) Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the corrected total of the prices shall govern. c) Where there is a discrepancy between the amount indicated in the Tenderer's tender offer and the corrected amount obtained after completing the above steps, the corrected amount shall govern. 3. Notify a tenderer upon written request received after the closing date of tenders of all arithmetical errors made by that particular tenderer.
C.3.11.1	Evaluation of Tenders	<i>Add the following after clause C.3.11.1:</i> The evaluation of all responsive tender offers will be carried out in accordance with the following method: Subject to paragraph 3.13 the contract must be awarded to the tender who scores the highest total number of points. The points scoring for price and B-BBEE contribution will be a function of the financial value in accordance with: a) Clause 3.11.2 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R50 000 000; or b) Clause 3.11.3 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000.
C.3.11.2		<i>Add the following sub-clause:</i> Scoring Financial Offers Score the financial offers of remaining responsive tender offers using the following formula and Formula 2, Option 1: $N_{FO} = W_1 \times A$ where: N_{FO} is the number of tender evaluation points awarded for the financial offer. W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

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

F.3.11.2 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

3.1. 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:

3.2. 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 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 (80/20 system)	Number of points claimed (80/20 system) (To be completed by
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	(To be completed by the organ of state)	the tenderer and proof thereof attached)
BBBEE (10/5)	LEVEL POINTS ÷ 2 (For example, Level 1 = 20 Points ÷ 2 = 10)	
LOCALITY (10/5) (Latest Certified Municipal account/ Lease agreement in the name of the company must be attached to claim points)	TWK AREA – 10 WESTERN CAPE – 5 REST OF SOUTH AFRICA - 0	

Points awarded for B-BBEE Status Level of Contribution

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

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

Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

If a valid B-BBEE certificate of EME affidavit is not attached it will be interpreted that the preference points for B- BBEE status level or contribution are not claimed.

If a valid B-BBEE certificate or EME affidavit is attached and if points is not claimed in terms of MBD 6.1 it will be interpreted that the preference points for B- BBEE status level or contribution are not claimed.

Please note that the Municipality will not request a valid B- BBEE certificate or Sworn Affidavits if such is not attached to the bidders tender at closing date of this tender.

C.3.11.3

Add the following sub-clause:

The 90/10 preference points system for acquisition of services, works or goods with a Rand value above R 50 million.

(5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R50 000 000 (all applicable taxes included):

$$\left[1 - \frac{Pt - Pmin}{Pmin} \right]$$

Ps = 90

Where

Ps = Points scored for the comparative price of tender or offer under consideration;

Pt = Comparative price of tender or offer under consideration; and

Pmin = Comparative price of lowest acceptable tender or offer.

(5)(b) Subject to subparagraph (5)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

(5)(c) A maximum of 10 points may be allocated in accordance with

		<p>subparagraph (5)(b).</p> <p>(5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5)(b) must be added to the points scored for the price as calculated in accordance with subparagraph (5)(a).</p> <p>(5)(e) Subject to paragraph 3.13 the contract must be awarded to the tender who scores the highest total number of points.</p>
C.3.11.4		<p><i>Add the following to the clause:</i></p> <p>Please note that the Municipality will not request a valid B-BBEE Certificate or EME affidavit if a valid certificate is not attached at closing of tender.</p> <p>The municipality reserves the right to appoint the bidder scoring first, second and third highest preference points at any time during the duration of the contract. When the tenderer scoring the highest points cannot perform on the contract, the municipality has the right to purchase from the tenderer scoring the second highest points and if the second highest point scorer cannot perform on the contract, the municipality reserves the right to purchase from the tenderer scoring the third highest points.</p>
C.3.16	Registration of the award	<p><i>Add the following to the clause:</i></p> <p>Notice of non-acceptance of tender will not be sent to individual unsuccessful tenderers. Particulars of the accepted tender can be obtained from the Employer' Agent.</p>
C.3.17	Provide Copies of Contract	The successful tenderer shall receive one copy of the signed contract.
C.3.18		Tenderers must complete Schedule 3D: Special Conditions of Tender in the Returnable Schedules.

ANNEX C

(NORMATIVE)

STANDARD CONDITIONS OF TENDER

Standard Conditions of Tender as contained in Annex C of Board Notice 423 of 2019 in the Government Gazette No 42622 of 8 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Engineering and Construction Works Contracts

C.1 General

C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

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

Note:

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

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

C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

b) **comparative offer means** the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

C.1.4.1 Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- 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.

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.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender 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.2.5 Reference documents

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

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 Clarification meeting

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

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

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.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

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 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

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 will be rejected by the employer, unless stated otherwise in the tender data.

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

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

C.2.15 Closing time

- C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

- C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
- C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note:

Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

C.2.18 Provide other material

- C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

- C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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.

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

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

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

- C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:
- a) the gross misplacement of the decimal point in any unit rate;
 - b) omissions made in completing the pricing schedule or bills of quantities; or
 - c) arithmetic errors in:
 - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

- C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:
- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
 - b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

ANNEX G

Alpha-numeric associated with the Contractor Grading Designations

Table G1: Contractor grading designations and associated parameters

Contractor Grading Designation	Tender Value Range designation	Maximum value of contract that a contractor is considered capable of performing (R)
1 (class of construction works)	1	500 000
2 (class of construction works)	2	1 000 000
3 (class of construction works)	3	3 000 000
4 (class of construction works)	4	6 000 000
5 (class of construction works)	5	10 000 000
6 (class of construction works)	6	20 000 000
7 (class of construction works)	7	60 000 000
8 (class of construction works)	8	200 000 000
9 (class of construction works)	9	No Limit

Table G2: Classes of construction work (see next page)

Table G2: CLASSES OF CONSTRUCTION WORK

Description	Designation	Definition	Basic works types	Examples
Civil engineering works	CE	Construction works that are primarily concerned with materials such as steel, concrete, earth and rock and their application in the development, extension, installation, maintenance, removal, renovation, alteration, or dismantling of building and engineering infrastructure	Water, sewerage, roads, railways, harbours and transport, urban development and municipal services	Structures such as a cooling tower, bridge, culvert, dam, grand stand, road, railway, reservoir, runway, swimming pool, silo or tunnel. The results of operations such as dredging, earthworks and geotechnical processes. Township services, water treatment and supply, sewerage works, sanitation, soil conservation works, irrigation works, storm-water and drainage works, coastal works, ports, harbours, airports and pipelines.
Electrical engineering works (Infrastructure)	EP	Construction works that are primarily concerned with development, extension, installation, removal, renovation, alteration or dismantling of engineering infrastructure: a) relating to the generation, transmission and distribution of electricity; or b) which cannot be classified as EB.	Electrical power generation, transmission, control and distribution equipment and systems.	Power generation Street and area lighting Substations and protection systems Township reticulations Transmission Lines Supervisory control and data acquisition systems
Electrical engineering works (buildings)	EB	Construction works that are primarily concerned with the installation, extension, modification or repair of electrical installations in or on any premises used for the transmission of electricity from a point of control to a point of consumption, including any article forming part of such an installation	All electrical equipment forming an integral and permanent part of buildings and/or structures, including any wiring, cable jointing and laying and electrical overhead line construction	Electrical installations in buildings Electrical reticulations within a plot of land (erf) or building site Standby plant and uninterrupted power supply Verification and certification of electrical installations on premises

Description	Designation	Definition	Basic works types	Examples
General building works	GB	<p>Construction works that:</p> <p>a) are primarily concerned with the development, extension, installation, renewal, renovation, alteration, or dismantling of a permanent shelter for its occupants or contents; or</p> <p>b) cannot be categorised in terms of the definitions provided for civil engineering works, electrical engineering works, mechanical engineering works, or specialist works.</p>	<p>Buildings and ancillary works other than those categorised as being:</p> <p>c) civil engineering works;</p> <p>d) electrical engineering works;</p> <p>e) mechanical engineering works; or</p> <p>f) specialist works.</p>	<p>Buildings for domestic, industrial, institutional or commercial occupancies</p> <p>Car ports</p> <p>Fences other than classified as SS</p> <p>Stores</p> <p>Walls</p>
Mechanical engineering works	ME	<p>Construction works that are primarily concerned with the development, extension, installation, removal, alteration, renewal of engineering infrastructure for gas transmission and distribution, solid waste disposal, heating, ventilation and cooling, chemical works, metallurgical works, manufacturing, food processing and, materials handling</p>	<p>Machine systems including those relating to the environment of building interiors:</p> <p>a) gas transmission and distribution systems</p> <p>b) pipelines</p> <p>c) solid waste disposal</p> <p>d) materials handling, lifting machinery, heating, ventilation and cooling, pumps,</p> <p>e) continuous process systems</p> <p>f) chemical works, metallurgical works, manufacturing, food processing such as that in concentrator machinery and apparatus, oil and gas wells, smelters, cyanide plants, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic chemical processes.</p>	<p>Air-conditioning and mechanical ventilation</p> <p>Boiler installations and steam distribution</p> <p>Central heating</p> <p>Centralised hot water generation</p> <p>Cranes and hoists</p> <p>Dust and sawdust extraction</p> <p>Compressed air, gas and vacuum installations</p> <p>Conveyor and materials handling installations</p> <p>Continuous process systems involving chemical works, metallurgical works, oil and gas wells, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances and other chemical processes</p> <p>Kitchen equipment</p> <p>Laundry equipment</p> <p>Lift installations and escalators</p> <p>Refrigeration and cold rooms</p> <p>Waste handling systems (including compactors)</p>

Description	Designation	Definition	Basic works types	Examples
Specialist works	SB	A subset of construction works identified and defined by the Board that involves specialist capabilities for its execution	The extension, installation, repair, maintenance or renewal, or removal, of asphalt	
	SC		The development, extension, installation, removal, and dismantling, as relevant, associated with building excavations, shaft sinking and lateral earth support	
	SD		The development, extension, installation, repair, renewal, removal, or alteration of corrosion protection systems (cathodic, anodic and electrolytic)	
	SE		Demolition of buildings and engineering infrastructure and blasting	
	SF		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of fire prevention and protection infrastructure (drencher and sprinkler systems and fire installation)	
	SG		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of glazing, curtain walls and shop fronts	
	SH		The development, extension, installation, maintenance, renewal, removal, alteration or dismantling, as relevant, of landscaping, irrigation and horticultural works	
	SI		The development, extension, installation, repair, maintenance, renewal, removal, renovation, alteration or, dismantling of lifts, escalators, travellators and hoisting machinery	
	SJ		The development, installation, removal, or dismantling, as relevant, of piles and other specialized foundations for buildings and structures	
	SK		The installation, renewal, removal, alteration or dismantling, as relevant, road markings and signage	
	SL		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of structural steelwork and scaffolding	
	SM		Timber buildings and structures	
	SN		The extension, installation, repair, maintenance, renewal, removal, renovation or alteration, as relevant, of the waterproofing of basements, roofs and walls using specialist systems.	
	SO		The development, extension, installation, renewal, removal, alteration or dismantling or demolition of water installations and soil and waste water drainage associated with buildings (wet services, plumbing)	
	SQ		The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel fencing	

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**CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE
TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE
N2**

Part T2: Returnable Documents

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

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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**.

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (included hereafter for completion)

- 1A Authority for Signatory
- 1B Compulsory Enterprise Questionnaire
- 1C Contractor's information
- 1D Schedule of estimated Local Labour to be employed on the contract
- 1E Preliminary Program
- 1F Estimated Monthly Cash-flow

- 2A Certificate of Contractor Registration Issued by the CIDB
- 2B Certificate of Authority for Joint Ventures
- 2C Tax clearance certificate (MBD 2)
- 2D Declaration of Interest (MBD 4)
- 2E Preference points claim form in Terms of the Preferential Procurement regulations 2022
- 2F Declaration of Bidders Past Supply Chain Management Practices (MBD 8)
- 2G Certificate of Independent Bid Determination (MBD 9)
- 2H Declaration in terms of the MFMA in terms of Municipal Rates & Services
- 2I Financial standing
- 2J Proof of Payment of Tender Participation Fee
- 2K Letter of Good Standing with the relevant Authorities and Bargaining Council Certificate
- 2L Certificate of Attendance of Clarification Meeting

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (to be attached with submission)

- 3A Record of Addenda to Tender Documents
- 3B Form of Indemnity
- 3C Occupational Health and Safety Plan
- 3D Special Conditions of Tender

4. OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data (Part 1 & 2)
- C1.3 Form of Guarantee
- C1.4 Occupational Health and Safety Agreement
- C1.5 Insurance Broker's Warranty
- C2.1 Pricing Instructions
- C2.2 Bills of Quantities

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

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T2.2 Returnable Schedules

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SCHEDULE 1A: AUTHORITY FOR SIGNATORY

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

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. 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 authorized to sign all documents in connection
 with this tender for contract and any contract resulting from it on behalf of the company.

As witnesses:

1. Chairman :
2. Date :

Tenderers must attach a copy of the Resolution of the Board.

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as
 hereby authorize Mr/Ms,
 acting in the capacity of to sign all documents in connection with
 the tender for Contract 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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms , authorised signatory of the company , acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract 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	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

D. Certificate for Sole Proprietor

I, hereby confirm that I am the sole owner of the business trading as

As witnesses:

- 1. _____ Signature: Sole owner: _____
- 2. _____ Date: _____

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as hereby authorize Mr/Ms acting in the capacity of , to sign all documents in connection with the tender for Contract 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 who rests the direction of the affairs of the Partnership as a whole.

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SCHEDULE 1B: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name & Address of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

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

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

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

* Insert separate page if necessary

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

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

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

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

* Insert separate page if necessary

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

- i) authorizes the Employer to obtain a Tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that 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;
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date

Name Position

Enterprise name

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SCHEDULE 1C : CONTRACTOR'S INFORMATION

COMPLETE AS FULLY AS POSSIBLE, WHERE APPLICABLE

CONTRACTORS, SUPPLIERS AND SERVICES PROVIDERS (PROFESSIONAL AND NON-PROFESSIONAL)

PART ONE

1. NAME OF COMPANY [Grid]

[Grid]

2. ADDRESS: PHYSICAL [Grid]

[Grid]

POSTAL [Grid]

[Grid]

CODE [Grid] WEBSITE http [Grid]

E-MAIL [Grid]

2.1 PHYSICAL ADDRESS IN LOCAL AREA (if applicable) [Grid]

[Grid]

CODE [Grid]

CONTACT PERSON (Name & Details) [Grid]

TELEPHONE [Grid] FAX [Grid]

CELL PHONE [Grid]

3. SECTOR (e.g. Construction) [Grid]

3.1 NATURE OF BUSINESS (e.g. Plumbing) 1. [Grid]

2. [Grid]

4. REGISTERED AS: [] CLOSE CORPORATION [] PTY LTD COMPANY [] CO-OPERATIVE [] SOLE TRADER [] LTD COMPANY [] PARTNERSHIP [] NOT REGISTERED

4.1 REGISTERED NO. (if applicable)

5. VAT REGISTRATION NO.
(if applicable) (Attach certified copy)

5.1 RATES SERVICES ACCOUNT NO.

6. ANNUAL SALES/TURNOVER (Previous financial year) 20..... R
20..... R
20..... R

7. TOTAL ASSETS (Previous financial year) 20..... R
20..... R
20..... R

8. CURRENT CONTRACTS WITH COUNCIL
CONTRACT NO. 1. 2. 3.
DURATION
APPROXIMATE VALUE R R R
DATES CONTRACTS WERE SIGNED
PAYMENT TERMS

9. PREVIOUS CONTRACTS WITH COUNCIL (Last financial year only)
CONTRACT NO.
APPROXIMATE VALUE R R R

10. NAME AND ADDRESS OF AUDITORS/ACCOUNTING OFFICERS
NAME

ADDRESS

CODE

11. PROFESSIONALS ATTACHED TO THE CONCERN WITH QUALIFICATIONS (Name and Qualification)

Initials	Qualifications	Surname
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Initials	Qualifications	Surname
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

PART 2

12. NAMES AND NUMBERS OF DIRECTORS/PARTNERS/MEMBERS - % SHAREHOLDING

	Initials	Surname	ID Number	Sex	% Holding	*HDI
1.	<input type="text"/>	YES/NO				
2.	<input type="text"/>	YES/NO				
3.	<input type="text"/>	YES/NO				
4.	<input type="text"/>	YES/NO				
5.	<input type="text"/>	YES/NO				
6.	<input type="text"/>	YES/NO				
7.	<input type="text"/>	YES/NO				
8.	<input type="text"/>	YES/NO				

13. INDICATE ON WHICH DATE YOUR BUSINESS STARTED ITS CURRENT TYPE OF BUSINESS

I..... (FULL NAME) HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT

.....
SIGNATURE

.....
DATE

(ADDITIONAL INFORMATION MAY BE ATTACHED IF NECESSARY.)

*DEFINITION OF HISTORICALLY DISADVANTAGED INDIVIDUAL (HDI) MEANS A SOUTH AFRICAN CITIZEN.

- WHO, DUE TO THE APARTHEID POLICY THAT HAD BEEN IN PLACE, HAD NO FRANCHISE IN NATIONAL ELECTIONS PRIOR TO THE INTRODUCTION OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, 1983 (ACT NO. 110 OF 1983) OR THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, 1993 (ACT NO. 200 OF 1993) ("THE INTERIM CONSTITUTION") AND/OR
 - WHO IS A FEMALE; AND/OR
 - WHO HAS A DISABILITY

PROVIDED THAT A PERSON, WHO OBTAINED SOUTH AFRICAN CITIZENSHIP ON OR AFTER THE COMING INTO EFFECT OF THE INTERIM CONSTITUTION, IS DEEMED NOT TO BE A HDI.

THEEWATERSKLOOF MUNICIPALITY

TENDER NO. ENG 14/2022/23

CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE N2

SCHEDULE 1E: PRELIMINARY PROGRAMME

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

This programme, and all subsequent programmes shall be in the MS Projects format acceptable (approved by the Employer) time/activity form reflecting the proposed sequence, critical path, and tempo of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The programme shall also indicate the point where the tenderer intends to commence work operations and the direction in which the work will proceed. The working hours shall be indicated.

The tenderer shall also take into account the additional requirements stated in the Project Specifications when drawing up the programme.

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

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

SIGNED ON BEHALF OF TENDERER:

THEEWATERSKLOOF MUNICIPALITY

TENDER NO. ENG 14/2022/23

**CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE
TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE
N2**

SCHEDULE 2A: CERTIFICATE OF CONTRACTOR REGISTRATION ISSUED BY THE CIDB

The tenderer should attach to this page either a certificate of Contractor Registration issued by the Construction Industry Development Board or proof of registration in terms of the Construction Industry Development Board Act.

Signed Date

Name Position

Tenderer

THEEWATERSKLOOF MUNICIPALITY

TENDER NO. ENG 14/2022/23

CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE N2

SCHEDULE 2B: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

a) This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr/Ms

....., authorized signatory of the company, close corporation or partnership

....., acting in the capacity of lead partner, to sign

all documents in connection with the tender offer and any contract resulting from it on our behalf.

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

Note: A copy of the Joint Venture Agreement showing clearly the **percentage contribution of each partner** to the Joint Venture shall be appended to this schedule.

THEEWATERSKLOOF MUNICIPALITY

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CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE N2

SCHEDULE 2C: TAX COMPLIANCE STATUS PIN CERTIFICATE

MBD 2

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

- 1 In order to meet this requirement (where necessary) bidders are required to complete in full the attached form TCC 001 "Application for a Tax clearance certificate" and submit it to any SARS branch office nationally. The Tax clearance certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax clearance certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax clearance certificate must be submitted together with the bid. Failure to submit the valid Tax clearance certificate will result in the invalidation of the bid.

a. Tax Compliance Status (TCS) Pin as of 18 April 2016

- i. **In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which will be used to verify a bidder's tax status online via SARS E-filing.** This option will be used to verify the status of the service provider (which should be active or compliant) and will determine if the offer will be further evaluated or omitted. Service provider's status which is found inactive or non-compliant their offers will be omitted. As a result, Tenderers who are not in possession of an original Tax clearance certificate must issue the municipality with the following:

1.	Tax clearance certificated printed for SARS E-filing	
2.	Tax Reference Number:	
3.	Tax Compliance Status Pin:	

- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax clearance certificate.
- 5 Copies of the TCC 001 "Application for a Tax clearance certificate" form are available from any SARS branch Office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax clearance certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

THEEWATERSKLOOF MUNICIPALITY

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CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE N2

SCHEDULE 2D: DECLARATION OF INTEREST

MBD 4

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

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

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

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

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

3.10.1 If yes, furnish particulars

.....

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

3.11.1 If yes, furnish particulars

.....

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

3.12.1 If yes, furnish particulars

.....

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

3.13.1 If yes, furnish particulars

.....

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

3.14.1 If yes, furnish particulars.....

.....

4. FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

THEEWATERSKLOOF MUNICIPALITY

TENDER NO. ENG 14/2022/23

CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE N2

SCHEDULE 2E: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80/90
SPECIFIC GOALS	20/10
Total points for Price and SPECIFIC GOALS	100

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

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

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—
- (c) 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
 - (d) 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 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 and proof thereof attached)
BBBEE (10/5)	LEVEL POINTS ÷ 2 (For example, Level 1 = 10 Points ÷ 2 = 5)	LEVEL POINTS ÷ 2 (For example, Level 1 = 20 Points ÷ 2 = 10)	N/A	
LOCALITY (10/5) (Latest Certified Municipal account/ Lease agreement in the name of the company must be attached to claim points)	TWK AREA – 5 WESTERN CAPE – 3 REST OF SOUTH AFRICA - 0	TWK AREA – 10 WESTERN CAPE – 5 REST OF SOUTH AFRICA - 0	N/A	

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

4.3.1. B-BBEE Status Level of Contributor: = (maximum of 10 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

5. SUB-CONTRACTING

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

(Tick applicable box)

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

5.1.1. If yes, indicate:

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

(Tick applicable box)

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2022¹:

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

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1. Name of company/firm:.....

6.2. VAT registration number:.....

6.3. Company registration number:.....

6.4. **Type Of Company/ Firm**

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

[TICK APPLICABLE BOX]

6.5. **Describe Principal Business Activities**

.....

.....

.....

.....

¹

6.6. **Company Classification**

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

6.7. **Municipal Information**

Municipality where business is situated:.....

Registered Account Number:

Stand Number:.....

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

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

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

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF TENDERERS(S)</p> <p>DATE:</p> <p>ADDRESS</p>
--

THEEWATERSKLOOF MUNICIPALITY

TENDER NO. ENG 14/2022/23

CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE N2

SCHEDULE 2F : DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

MBD 8

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

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

Item	Question	Yes	No
4.3.1	If so, furnish particulars:		
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"/>
4.5.1	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

THEEWATERSKLOOF MUNICIPALITY

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CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE N2

SCHEDULE 2G : CERTIFICATE OF INDEPENDENT BID DETERMINATION

MBD 9

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THEEWATERSKLOOF MUNICIPALITY

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CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE N2

SCHEDULE 2H : DECLARATION IN TERMS OF THE MFMA (ACT 56 OF 2003) IN TERMS OF MUNICIPAL RATES AND SERVICES

NAME OF ENTERPRISE/TENDERER*:

I the undersigned, who warrants that he/she is duly authorized to do so on behalf of the abovementioned enterprise/tenderer, do hereby declare that, to the best of my knowledge, neither the enterprise nor any of its directors, members or partners has:

- a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- b) failed, during the last five years, to perform satisfactorily on a previous contract with the Theewaterskloof Municipality or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory;
- c) abused the supply chain management system of the Theewaterskloof Municipality or has committed any improper conduct in relation to this system;
- d) been convicted of fraud or corruption during the past five years;
- e) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- f) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

I acknowledge that any misrepresentation in respect of this declaration may be regarded as reason to cancel any contract arising out of this tender.

SIGNED ON BEHALF OF ENTERPRISE/TENDERER:

DATE:

DOCUMENTARY EVIDENCE IN TERMS OF GOOD STANDING WITH MUNICIPAL RATES AND TAXES AND SERVICE CHARGES SHALL BE ATTACHED TO THIS FORM.

* where the entity tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act and attach it to this schedule

THEEWATERSKLOOF MUNICIPALITY

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**CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE
TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE
N2**

SCHEDULE 2I : FINANCIAL STANDING

Please attach evidence of financial standing.

THEEWATERSKLOOF MUNICIPALITY

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**CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE
TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE
N2**

SCHEDULE 2J : PROOF OF PAYMENT OF TENDER PARTICIPATION FEE

The tenderer should attach to this page proof of payment of the tender participation fee as stipulated in the tender advertisement.

Signed

Date

Name

Position

Tenderer

THEEWATERSKLOOF MUNICIPALITY

TENDER NO. ENG 14/2022/23

**CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE
TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE
N2**

**SCHEDULE 2K : LETTER OF GOOD STANDING WITH RELEVANT AUTHORITIES AND
BARGAINING COUNCIL CERTIFICATE**

The tenderer should attach to this page a letter from the relevant authorities indicating his good standing with regard to UIF payments and COIDA as well as certificates issued by relevant Bargaining Council. Each party to a Joint Venture or Consortium shall submit separate documents.

Signed

Date

Name

Position

Tenderer

THEEWATERSKLOOF MUNICIPALITY

TENDER NO. ENG 14/2022/23

CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE N2

SCHEDULE 2L : 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 meeting held for all tenderers at
..... (location) on (date), starting at

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

Particulars of person(s) attending the meeting: (Refer to F 2.7)

Name Signature
Capacity

Name Signature
Capacity

Attendance of the above persons at the meeting is confirmed by the Employer's representative, namely:

Name Signature
Capacity Date & Time

THEEWATERSKLOOF MUNICIPALITY

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CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE N2

SCHEDULE 3A : RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer

THEEWATERSKLOOF MUNICIPALITY

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CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE N2

SCHEDULE 3B: FORM OF INDEMNITY

The tenderer must complete this page

THE MUNICIPAL MANAGER
Theewaterskloof Municipality

INDEMNITY

Given by (Name of Company)

of

.....

(registered address of Company) a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor),

represented herein by

..... (Name of Representative) in his capacity as

.....(Designation) of the Contractor is

duly authorised hereto by a resolution dated.....

To sign on behalf of the Contractor.

WHEREAS THE CONTRACTOR HAS ENTERED INTO A CONTRACT DATED
WITH THEEWATERSKLOOF MUNICIPALITY (HEREINAFTER CALLED THE MUNICIPALITY) WHO
REQUIRE THIS INDEMNITY FROM THE CONTRACTOR FOR THE

**CONTRACT: ENG 14/2022/23 - CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON
REFUSE TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF
THE N2**

NOW THEREFORE THIS DEED WITNESSES that the Contractor does hereby indemnify and hold harmless the Municipality in respect of all loss or damage that may be incurred or sustained by the Municipality by reason of or in any way arising out of or caused by operations that may be carried out by the Contractor in connection with the aforementioned contract; and also in respect of all claims that may be made against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred by the Municipality in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

SIGNATURE:

THUS DONE AND SIGNED for and on behalf on the Contractor.

At on the day of In the

presence of the subscribing witnesses.

AS WITNESSES

1. (Designation)

2. (Designation)

THEEWATERSKLOOF MUNICIPALITY

TENDER NO. ENG 14/2022/23

CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE N2

SCHEDULE 3C: OCCUPATIONAL HEALTH & SAFETY PLAN

OCCUPATIONAL HEALTH AND SAFETY ACT (Act No 85 of 1993)

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

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

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

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

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

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

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

SIGNED ON BEHALF OF TENDERER:

THEEWATERSKLOOF MUNICIPALITY

TENDER NO. ENG 14/2022/23

CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE N2

SCHEDULE 3D: SPECIAL CONDITIONS OF TENDER

A. CONDITIONS APPLICABLE TO THE PROMOTION OF MUNICIPAL LOCAL AND SOCIO-ECONOMIC DEVELOPMENT

The Contract must, where reasonably possible, source 100% unskilled labour from the benefitting community. Contractor must comply with EPWP requirements for all unskilled labour and to supply the necessary documents to the Employer to register them. Industry related wages to be paid for unskilled labour.

B. CONDITIONS APPLICABLE AFTER CLOSING OF TENDER BUT BEFORE A SELECTED SERVICE PROVIDER IS ANNOUNCED

Any additional information upon request must be submitted in writing within 48 hours of receipt.

C. CONDITIONS APPLICABLE AFTER AWARDING OF THE TENDER

The service provider must provide the Employer with a completed list of local labourers used, as depicted in EPWP schedule that will be provided, with monthly claims.

The aforesaid list must be updated and submitted together with the service provider's progress report and monthly invoice, inclusive of the following details:

- a) Salary / wages spent on local employees versus total wages/salary budget at site
- b) Number of local employees employed versus per total workforce at site
- c) Amount spent on local suppliers versus budgeted

Any amendments to the list requires prior approval from the Employer.

The service provider must provide local labourers with basic on-the-job training and provide them with a reference letter after completion of their services.

The service provider must provide the Employer with a certificate confirming payments made to the local EME sub-contractor, if applicable. This certificate must be updated and submitted together with the service providers progress report and invoice.

Any changes in sub-contractors requires prior approval from the Municipality.

Proof of payment to **local sub-contractors, local suppliers and local labourers** must be submitted by the Contractor before payments will be made by the Municipality.

If the bidder fails to sign this schedule, it will be interpreted that the bidder does not comply with the Special Conditions of Tender and therefore will be regarded as being non-responsive.

I HEREBY DECLARE THAT I COMPLY WITH ALL THE SPECIAL CONDITIONS AS SET OUT ABOVE.

Signed Date

Name Position

Tenderer

THEEWATERSKLOOF MUNICIPALITY

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**CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE
TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE
N2**

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance (Agreement)**
- C1.2 Contract Data**
- C1.3 Form of Guarantee**
- C1.4 Occupational Health and Safety Agreement**
- C1.5 Insurance Broker's Warranty**

THEEWATERSKLOOF MUNICIPALITY

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CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE N2

C1.1 Form of Offer and Acceptance

Offer

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

TENDER NO. ENG 14/2022/23 - CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE N2

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

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

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

Rand.....

..... (in words);

R..... (in figures)

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

Signature(s)

Name(s)

Capacity

(Name and

address of organization/tenderer)

Name and signature of witness

Date

Acceptance

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

The terms of the contract are contained in:

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

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to 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 working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)

Name(s)

Capacity

For the Employer Theewaterskloof Municipality
 6 Plein Street
 Caledon
 7230

Name and

Signature

of witness

Date

Schedule of Deviations

Notes:

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

1	Subject
	Details

2	Subject
	Details

3	Subject
	Details

4	Subject
	Details

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

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

For the Tenderer: (To be signed after award of the tender)

Signature(s)

Name(s)

Capacity

(Name and address of organization/tenderer)

.....

.....

Name and signature of witness

Date

For the Employer:

Signature(s)

Name(s)

Capacity

For the Employer Theewaterskloof Municipality
6 Plein Street
Caledon
7230

Name and

Signature of witness

Date

THEEWATERSKLOOF MUNICIPALITY

TENDER NO. ENG 14/2022/23

CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE N2

C1.2 Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, Third Edition, 2015, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685 are applicable to this Contract and are obtainable from <http://www.saice.org.za>.

The Conditions of Contract is available for inspection and scrutiny at the offices of the Employer's Agent and the Engineer.

The General Conditions of Contract for Construction Works make several references to the Contract Data. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

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

Contract Specific Data

The following contract specific data, referring to the General Conditions of Contract, are applicable to this Contract:

1.1 Definitions

The definitions contained in Clause 1.1 are hereby amended and / or supplemented as follows:

- Add the following definition:

"1.1.1.35 " Schedule of Documents" means the document so designated in and forming part of the Tender Documents."

4.1.2 Contractor's liability for own design errors

In Clause 4.1.2, line 5, amend "any drawing" to read "any design, drawing".

4.3.1 Compliance with applicable laws

Add to the end of Clause 4.3.1:

"The Contractor shall, within the time stated in the Appendix to Part 1 of the Contract Data, deliver to the Employer, for his approval, a health and safety plan as required by Regulations 5.(1)(l) and 7.(1)(a) of the Construction Regulations, 2014 of the Occupational Health and Safety Act.

The Employer shall approve (or disapprove) the health and safety plan within the time stated in the Appendix to Part 1 of the Contract Data from the date of receipt of the submission.

The Contractor shall, within the time stated in the Appendix to Part 1 of the Contract Data, deliver to the Employer a Mandatory Form as envisaged by Section 37(2) of the Occupational Health and Safety Act. (See Pro Forma: Agreement in terms of the Occupational Health and Safety Act bound in the Tender Documents.)”.

4.3.2 Proof of good standing

Add to Clause 4.3.2:

"With regard to the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993), the Contractor shall, within such time as is stated in the Appendix to Part 1 of the Contract Data for the production of insurance policies in terms of Clause 8.6.6, deliver to the Employer a letter, either

- (a) from his Insurance Company certifying that the Contractor has affected insurance with the Company for the full extent of his potential liability in respect of all workmen employed by him on the Contract and undertaking to notify the Employer of the expiry date of the policy at least one calendar month before such date, or
- (b) from the Compensation Commissioner certifying that the Contractor has complied with the requirements of the above-mentioned Act and is at present in good standing with the Compensation Fund."

5.4.2 Access not exclusive

The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope of Works.

5.12.3 Relevant adjustments to General Items

Replace the Clause with the following:

"If an extension of time is granted, the Contractor shall be paid such additional time-related General Items, including for special non-working days, if applicable, as are appropriate to the circumstances concerned and taking into account any other compensation which may already have been granted in respect of these circumstances."

5.16 Approval

In the last paragraph, 2nd line of Clause 5.16.1, delete the word "not".

6.6.1 Provisional Sums

In Clause 6.6.1.2.1, the first line, after the word "sums", insert ", excluding VAT," and in Clause 6.6.1.2.2, the third line, after the word "amount" insert ", excluding VAT,".

6.6.2 Prime Cost Sums

In Clause 6.6.2, line 5, after the word "price", insert ", excluding VAT,".

6.8.2 Application of Contract Price Adjustment Factor

In Clause 6.8.2, line 3, after "Clause 6.10.1" insert:

"but including new rates or prices fixed in terms of Clause 6.4.1".

6.9.1 Vesting of Plant and Materials

Add to Clause 6.9.1:

"The Contractor shall where practicable before delivery, and in any event not later than 24 hours after delivery to the Site, inform the Employer's Agent of any materials which are not his sole property.".

6.9.2 Definition of "materials"

In Clause 6.9.2, last line, amend "Works" to read "Permanent Works".

6.10.1 Interim Payments

In Clause 6.10.1.5, line 6 amend "documentary evidence" to read "a signed statement".

7.2.1 Quality of Plant, Workmanship and Materials

Add at the end of Clause 7.2.1:

"Unless otherwise directed in writing by the Employer's Agent, materials for the Permanent Works shall be new and unused. It shall be the Contractor's responsibility to ensure that the materials priced in the Schedule of Quantities are suitable in form and design (in accordance with Clause 4.1.1) for the specific site of works in terms of ground conditions and climatic conditions, failing which the Contractor shall replace all unsuitable material with suitable materials, approved by the Employer's Agent. The costs of replacing such unsuitable material shall be for the Contractor's account exclusively."

The Contractor shall, within the time stated in the Appendix to Part 1 of the Contract Data, deliver to the Employer, for his approval, a quality management plan as specified.

The Employer shall approve (or disapprove) the quality management plan within the time stated in the Appendix to Part 1 of the Contract Data from the date of receipt of the submission."

7.8.1 Making good of defects in Defects Liability Period

In Clause 7.8.1, paragraph 2, line 2, after the words "Defects Liability Period", insert "within the period specified by the Employer's Agent", and amend "thereafter" to read "after the Defects Liability Period".

8.2 Care of the Works

Replace Clause 8.2.2.2 with the following:

"Arising from any of the accepted risks, referred to in Clause 8.3, other than pertaining to Clauses 8.3.1.11, 8.3.1.12 and 8.3.1.13, the Contractor shall, if ordered by the Employer's Agent, repair and make good the same and the cost of such work shall be for the Contractor's account."

8.3.1 Excepted risks

In Clause 8.3.1.9 insert at the beginning, "Except where the Contract specifically so provides,".

In Clause 8.3.2 insert at the end: "All additional costs claimed by the contractor due to excepted risks, other than pertaining to Clauses 8.3.1.11, 8.3.1.12 and 8.3.1.13 and approved by the Engineer, shall be borne by both the Contractor and the Client in equal parts."

Further to this, only Time-Related Preliminary and General claims pertaining to Clause 8.3.1.7 will be considered and evaluated by the Engineer."

8.6.1 Insurances to be affected

Add to Clause 8.6.1.3:

"The minimum amount of insurance required in terms of this Clause, as stated in the Appendix to Part 1 of the Contract Data, shall be per event, the number of events being unlimited."

Amend Clause 8.6.1.5 to read:

"Insurance of all materials stored off Site, and intended for incorporation in the Permanent Works, including their delivery to the Site and off-loading on Site, to the value of such materials for which payment is made in terms of Clause 6.10.1.1 hereof."

8.6.5 Employer to approve insurance policy

Add to Clause 8.6.5:

"The Employer shall approve (or disapprove) the terms of the insurances within the time stated in the Appendix to Part 1 of the Contract Data from the date of receipt of the policies provided in terms of Clause 8.6.5."

8.6.6 Contractor to produce proof of payment

Add to Clause 8.6.6:

"The policies and the proof of payment of premiums and continuity of the policies shall be produced within such time as is stated in the Appendix to Part 1 of the Contract Data."

8.6.8 Claims arising

Add Clause 8.6.8:

"In the event of any claim arising under the policies held in terms of this Clause, the Contractor shall forthwith take all necessary steps to lodge his claim on the joint behalf of himself and the Employer, and to secure settlement of such claim, and he shall submit to the Employer's Agent copies of all claims and associated documents. The claim submitted by the Contractor shall cover the cost of repairing and making good as required by Clauses 8.2.2.1, 8.2.2.2 and 8.2.2.3."

CONTRACT PRICE ADJUSTMENT SCHEDULE

Replace the definitions of "L", "P", "M", "F" with the following:

"L" is the "Labour Index" and shall be the Consumer Price Index for All Items within the Western Cape Province, as published in the Statistical News Release, P0141 Table 3 of Statistics South Africa.

"P" is the "Plant Index" and shall be the Index for moving, grading, levelling, scraping, excavating, tamping, compacting and extracting machinery as published in the Statistical News Release P0151.1, Table 4 of Statistics South Africa.

"M" is the "Materials Index" and shall be the Index for Civil Engineering materials - total as published in the Statistical News Release P0151.1, Table 6 of Statistics South Africa.

"F" is the "Fuel Index" and shall be the Index for Diesel, as published in the Statistical News Release P0142.1, Table 1 of Statistics South Africa.

Pro forma – Form of Offer

The Form of Offer to be used shall be the Form of Offer bound in this document, which is not necessarily the same as that attached to the published version of the General Conditions of Contract.

Pro forma – Form of Acceptance

The Form of Acceptance to be used shall be the Form of Acceptance bound in this document, which is not necessarily the same as that attached to the published version of the General Conditions of Contract.

Pro forma – Deed of Guarantee

The Deed of Guarantee shall be in the form bound in this document, which is not necessarily the same as that attached to the published version of the General Conditions of Contract.

APPENDIX TO PART 1 - DATA PROVIDED BY THE EMPLOYER

- 1.1.1.13 The Defects Liability Period is 12 calendar months.
- 1.1.1.14 The time for achieving Practical Completion of the whole of the Works is as stated in Part 2.
- 1.1.1.15 The name of the Employer is Theewaterskloof Municipality.
- 1.1.1.16 The Employer's Agent, referred to in the documents, is any professionally registered director of ETL Consulting.
- The name of the Employer's Agent is: **Mr R Sukhlal**
- 1.1.1.26 The Pricing Strategy is Re-measurement Contract.
- 1.2.1.2: The Employer's address for receipt of communications is:
- | | |
|-------------------|-----------------|
| Physical address: | Postal address: |
| 6 Plein Street | P O Box 24 |
| CALEDON | CALEDON |
| 7230 | 7230 |
- Telephone: 028 214 3300
e-mail: HegansMa@twk.org.za
- 1.2.1.2 The Employer's Agent's address for receipt of communications is:
- Physical address:
5th Floor, Imperial Terraces
Carl Cronje Drive, Tyger Waterfront
BELLVILLE
7530
- Telephone: 082 851 9841
e-mail: rajeshs@etlconsulting.co.za
- 1.3.2 The governing law is the law of the Republic of South Africa.
- 3.2.3 The Employer's Agent shall obtain the specific approval of the employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:
1. Clause 6.3: Variations
 2. Clause 5.11.1: Suspension of the Works
 3. Clause 5.12: Extension of Time for Practical Completion
- 5.3.1 The following documentation is required and shall be approved by the Employer's Agent, before Commencement with Works execution:
- (a) Health and Safety Plan (Refer to Clause 4.3)
 - (b) Environmental Management Plan (Refer to Clause 4.3)
 - (c) Letter of Good Standing (Refer to Clause 4.3)
 - (d) Initial programme (Refer to Clause 5.6)
 - (e) Security (Refer to Clause 6.2)
 - (f) (g) Insurance (Refer to Clause 8.6)
 - (h) Cash flow projection
- 5.3.2 The time to submit the documentation required before commencement with Works execution is 14 days. The 14 days is included in the time to achieve Practical Completion and will not be added.
- 5.8.1 The non-working days are Saturdays and Sundays.
- The special non-working days are public holidays and the year-end break commencing mid-December and ending early January as published by SAFCEC.

5.12.2.2 No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed in accordance with the provisions of Clause 5.12.

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

January	1 days
February	2 days
March	2 days
April	4 days
May	4 days
June	4 days
July	4 days
August	3 days
September	3 days
October	3 days
November	2 days
December	2 days

The Contractor shall notify the Employer's Agent via email of the delay on the day of the occurrence, failing which, a claim for that delay will not be entertained.

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced.

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

5.13.1 The penalty for delay is R4000 per calendar day. This penalty value will be levied prior to the calculation of VAT.

5.13.2 The penalty for delay will not be reduced for any reason whatsoever.

5.14.1 The requirements for achieving Practical Completion are:

1. The same as the requirements for achieving Completion in terms of Clause 5.14.4 and will be applicable to the whole of the works. Partial Completion shall not be issued.

5.16.3 The latent defect period is **10** years.

6.2.1 Security

The security to be provided by the Contractor shall be a performance guarantee of **10%** of the Contract Sum. The performance guarantee shall contain the wording of the document included in C1.3.

6.5.1.2.3 The percentage allowance to cover overhead charges is **10%**.

6.8.2 The Contract Price shall not be subject to any contract price adjustment and the rates and prices tendered in the bill of quantities shall be final and binding throughout the period of the Contract.

Notwithstanding the above, if special materials are specified in Part 2 of the Contract Data then the provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials.

Furthermore if, as a result of any extension of time granted, the duration of the contract period exceeds one year, the contract will automatically be subject to contract price adjustment for that period by which the extended contract period exceeds such one year.

Where applicable, in terms of the foregoing, a Contract Price Adjustment factor shall be applied to the value of certificates in accordance with the Contract Price Adjustment Schedule included in the Contract Data. In this Contract Price Adjustment factor:

The value of "x" is 0.15

The values of the coefficients are:

a = 0.40 Labour
b = 0.20 Contractor's equipment
c = 0.30 Material
d = 0.10 Fuel

The base month is the month prior to tender closure.

- 6.8.3 Price adjustments for variations in the costs of special materials are not allowed.
- 6.10.1.5 The percentage advance on materials not yet built into the Permanent Works is **80%** of the value stated on the material supplier's invoice.
- 6.10.3 Retention monies that are held shall not exceed 10% of any amount due to the contractor with the Limit of Retention Money being 10% of the Contract Price. **A guarantee in lieu of retention is not permitted.**
- 8.6.1.1.2 The value of Plant and materials supplied by the Employer to be included in the insurance sum shall be calculated by the Contractor from the information contained in the contract documentation, if applicable.
- 8.6.1.1.3 The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R200 000.00.
- 8.6.1.2 A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association (SASRIA) is required.
- 8.6.1.3 The limit of indemnity for liability insurance is R10 000 000.00 for any single claim, the number of claims to be unlimited during construction and Defects Liability Period.
- 8.6.1.5 In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurances are also required:
- (a) Insurance of Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
 - (b) Insurance in terms of the provisions of the Compensation for Occupational injuries and Diseases Act No. 130 of 1993.
 - (c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
 - (d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.
- 8.6.6 The insurance policies and proof of due payment shall be produced to the Employer's Agent within the time stated in Clause 5.3.2.
- 10.7.1 The determination of disputes shall be by arbitration.

PART 2: DATA PROVIDED BY THE CONTRACTOR

1.1.1.9 The Contractor is

1.2.1.2: The Contractor's address for receipt of communications is:

Telephone:

Facsimile:

e-mail:

Address:

.....

.....

1.1.1.14 The time for achieving Practical Completion is **Weeks(4 Weeks Maximum)**, all special non-working days, as stated under clause 5.8.1, excluded.

The variation in the cost of Special materials is in line with clause 6.8.3

SPECIAL MATERIALS		
Each material dealt with as a special material in terms of Clause 4.1 of the Contract Price Adjustment Schedule of the General Conditions of Contract is stated in the list below. The provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials. The rates and prices for the special materials shall, unless otherwise specified, be furnished by the tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies. Only those materials listed by the employer below shall be considered as special materials.		
Special Material	Unit	Current Rate or Price
None		
When called upon to do so, the tenderer shall substantiate the above rates or prices with acceptable documentary evidence.		

SIGNED ON BEHALF OF TENDERER:

THEEWATERSKLOOF MUNICIPALITY

TENDER NO. ENG 14/2022/23

CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE N2

C1.3 Form of Guarantee

PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Second Edition, 2010.

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

"Physical address:

"Employer" means: Theewaterskloof Municipality, Engineering Services.....

"Contractor" means:

"Engineer" means:

"Works" means: **CONTRACT NO. ENG 14/2022/23 - CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE N2**

"Site" means: The site as defined in Clause 1.1.1.29 of the General Conditions of Contract.....

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

"Contract Sum" means: The accepted amount inclusive of tax of R

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R

Amount in words:

"Expiry Date" means: The date of issue by the Engineer of the Certificate of Completion of the Works.....

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

The Guarantor hereby acknowledges that:

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

- 13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

ANNEXURE

LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are currently (as at 25th January 2015) approved for issue of contract guarantees to the Municipality:

National Banks:

ABSA Bank Ltd.
Development Bank of Southern Africa
FirstRand Bank Ltd.
Gensec Bank Ltd.
Investec Bank Ltd.
Land & Agricultural Bank of SA
Nedbank Ltd.
Standard Bank of SA Ltd.

International Banks (with branches in SA):

Barclays Bank plc.
Citibank n.a.
Commerzbank Aktiengesellschaft
Credit Agricole Corporate and Investment Bank
Deutsche Bank AG
HSBC Bank : Johannesburg
JP Morgan Chase Bank
Societe Generale
Standard Chartered Bank

Insurance companies:

ABSA Insurance
AIG South Africa
Coface s.a.
Compass Insurance Co.
Constantia Insurance Co.
Credit Guarantee Insurance Co.
Guardrisk Insurance Co.
Hollard Insurance Company Ltd.
Home Loan Guarantee Co.
Infiniti Insurance Limited
Lombard Insurance
Mutual & Federal Insurance Co.
New National Assurance Co.
Regent Insurance Co.
Renasa Insurance Company Ltd.
Santam Limited
Zurich Insurance Co.

THEEWATERSKLOOF MUNICIPALITY

TENDER NO. ENG 14/2022/23

CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE N2

C1.4 Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN THE THEEWATERSKLOOF MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND

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

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

I,, representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

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

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

Signed aton the.....day of.....20.....

.....
Witness

.....
Mandatory

Signed aton the.....day of.....20.....

.....
Witness

.....
for and on behalf of
Theewaterskloof Municipality

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

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

THEEWATERSKLOOF MUNICIPALITY

TENDER NO. ENG 14/2022/23

**CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE
TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE
N2**

C1.5 Insurance Broker's Warranty

Pro Forma



Letterhead of Contractor's Insurance Broker

Date _____

Theewaterskloof Municipality
Municipal Manager
6 Plein Street
Riviersonderend
7230

Dear Sir

CONTRACT NO.: ENG 14/2022/23

**CONTRACT TITLE: CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE
TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF
THE N2**

NAME OF CONTRACTOR: _____

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the THEEWATERSKLOOF MUNICIPALITY with regard to the abovementioned contract, and that all the insurances and endorsements, etc, are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed: _____

For: _____

THEEWATERSKLOOF MUNICIPALITY

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**CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE
TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE
N2**

Part C2: Pricing Data

C2.1 Pricing Instructions

C2.2 Bills of Quantities

THEEWATERSKLOOF MUNICIPALITY

TENDER NO. ENG 14/2022/23

CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE N2

C2.1 Pricing Instructions

1. The method of measurement published by the South African National Standards in clause 8 of the Standardised Specifications for Civil Engineering Construction is applicable, subject to the variations and amendments contained in the section "Applicable SANS 1200 standardised specifications".
2. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Schedule, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.
3. The clauses in a specification in which further information regarding the schedule item appears under "Reference clause" in the Schedule. The reference clauses indicated are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SANS in the SANS 1200 series of specifications, e.g. G for SANS 1200 G.
4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. The quantities set out in the Bills of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
6. The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
7. A price or rate is to be entered against each item in the Bills of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities.
8. Except where rates only are required, insert all amounts to be included in the total tendered price in the "Amount" column and show the corresponding total tendered price.
9. The units of measurement described in the Bills of Quantities are metric units. Abbreviations which may be used in these Bills of Quantities are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000 kg)
m ²	=	square metre	No.	=	number
sum	=	lump sum	ha	=	hectare
m ³	=	cubic metre	m ³ .km	=	cubic metre-kilometre
P C sum	=	Prime Cost sum	l	=	litre
Prov sum	=	Provisional sum	kl	=	kilolitre
%	=	percent	MPa	=	megapascal

I HEREBY DECLARE THAT I UNDERSTAND AND COMPLY WITH PRICING INSTRUCTION.

Signed

Date

Name

Position

Tenderer

THEEWATERSKLOOF MUNICIPALITY

TENDER NO. ENG 14/2022/23

**CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE
TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE
N2**

C2.2 Bill of Quantities

CONTENTS

SECTION A:	PRELIMINARY & GENERAL
SECTION B:	PROVISIONAL AND PRIME COST SUMS
SECTION C:	ROAD WORKS
SECTION D:	MISCELLANEOUS WORKS

THEEWATERSKLOOF MUNICIPALITY

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N2**

Bill of Quantities

Theewaterskloof Caledon Waste Access
Schedule 1

SECTION 1300

Number	LIC	Item Description	Unit	Quantity	Rate	Amount	
						R	c
13.00		CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS					
13.01		Contractor's general obligations					
		(a) Fixed obligations	L/sum	1.0			
		(b) Value-related obligations	L/sum	1.0			
		(c) Time-related obligations	month	3.0			
Total Carried Forward To Summary							

Theewaterskloof Caledon Waste Access
Schedule 1

SECTION 1400

Number	LIC	Item Description	Unit	Quantity	Rate	Amount	
						R	c
14.00		HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL					
14.01		Office and laboratory accommodation					
		(a) Offices (interior floor space only)	m ²	5.0			
		(e) Ablution units	m ²	5.0			
14.02		Office and laboratory furniture					
		(a) Chairs	No	6.0			
		(f) Conference tables	No	1.0			
Total Carried Forward To Summary							

Theewaterskloof Caledon Waste Access
 Schedule 1

SECTION 1500

Number	LIC	Item Description	Unit	Quantity	Rate	Amount	
						R	c
15.00		ACCOMMODATION OF TRAFFIC					
15.01		Accommodating traffic and maintaining temporary deviations	km			Rate Only	
15.03		Temporary traffic-control facilities					
		(a) Flagmen	man-day	120.0			
		(b) Portable STOP and GO-RY signs	No	2.0			
		(d) Amber flicker lights	No	4.0			
		(e) Road signs, R- and TR-series, (610mm)	No	10.0			
		(f) Road signs, TW-series, (610mm)	No	10.0			
		(g) Road signs, STW-, DTG-, TGS- AND TG-series (excluding delineators and barricades)	m ²	10.0			
		(h) Delineators (TW401):					
		(1) Single	No	85.0			
		(2) Mounted back to back	No	20.0			
		(j) Traffic cones	L/sum	1.0			
		(l) Movable barriers	m	50.0			
		(m) Two-way communication devices	No	4.0			
Total Carried Forward To Summary							

Theewaterskloof Caledon Waste Access
Schedule 1

SECTION 3300

Number	LIC	Item Description	Unit	Quantity	Rate	Amount	
						R	c
33.00		MASS EARTHWORKS					
33.01		Cut and borrow to fill, including free-haul up to 0.5km					
		(a) Gravel material in compacted layer thickness of 150 mm and less:					
		(1) Compacted to 90% of modified AASHTO density	m ³	300.0			
33.03		Extra over item 33.01 for excavating and breaking down material in:					
		(a) Intermediate excavation	m ³	50.0			
		(b) Hard excavation	m ³	25.0			
33.04		Cut to spoil, including free-haul up to 0,5 km. Material obtained from:					
		(a) Soft excavation	m ³	500.0			
33.10		Roadbed preparation and the compaction of material					
		(b) Compaction to 90% of modified AASHTO density	m ³	1,000.0			
Total Carried Forward To Summary							

Theewaterskloof Caledon Waste Access
Schedule 1

SECTION 3400

Number	LIC	Item Description	Unit	Quantity	Rate	Amount	
						R	c
34.00		PAVEMENT LAYERS OF GRAVEL MATERIAL					
34.01		Pavement layers constructed from gravel taken from cut or borrow, including free haul up to 1,0 km					
		(c) Gravel subgrade compacted to:					
		(1) 93% of modified AASHTO density - G7 layer 150mm thick	m³	950.0			
		(d) Gravel subbase compacted to:					
		(1) 95% of modified AASHTO density - G5 layer 150mm thick	m³	900.0			
Total Carried Forward To Summary							

Theewaterskloof Caledon Waste Access
Schedule 1

SECTION 3500

Number	LIC	Item Description	Unit	Quantity	Rate	Amount	
						R	c
35.00		STABILIZATION					
35.01		Chemical stabilization extra over unstabilized compacted layers					
		(b) Sub-base					
		(2) 150mm thickness	m ³	850.0			
35.02		Chemical stabilizing agent:					
		(a) Ordinary portland cement	t	5.0			
35.04		Provision and application of water for curing	kℓ	2.0			
Total Carried Forward To Summary							

Theewaterskloof Caledon Waste Access
Schedule 1

SECTION 3600

Number	LIC	Item Description	Unit	Quantity	Rate	Amount	
						R	c
36.00		CRUSHED STONE BASE					
36.01		Crushed-stone base					
		(c) Constructed from type G2 material obtained from commercial sources and compacted to 85% of bulk relative density					
		(1) 37mm nominal maximum size stone	m ³	800.0			
Total Carried Forward To Summary							

Theewaterskloof Caledon Waste Access
Schedule 1

SECTION 5500

Number	LIC	Item Description	Unit	Quantity	Rate	Amount	
						R	c
55.00		FENCING					
55.04		Moving existing fences and gates:					
		(a) Fences:					
		(1) Stock-proof fences	km	0.5			
		(b) Gates	No	2.0			
Total Carried Forward To Summary							

Theewaterskloof Caledon Waste Access
Schedule 1

SECTION 5600

Number	LIC	Item Description	Unit	Quantity	Rate	Amount	
						R	c
56.00		ROAD SIGNS					
56.01		Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or in Class 1 retro-reflective material, where the sign board is constructed from:					
		(a) Aluminium sheet (2,0 mm thick)					
		(1) Area not exceeding 2 m ²	m ²	10.0			
		(2) Area exceeding 2 m ² but not 10 m ²	m ²	4.0			
		(e) Aluminium sheet regulatory warning and information signs					
		(1) Octagonal					
		(ii) 610 mm	No	3.0			
		(2) Triangular					
		(i) 914 mm	No	3.0			
		(3) Round					
		(ii) 914 mm	No	3.0			
		(4) Rectangular					
		(i) 610 mm x 356 mm	No	1.0			
		(iii) 762 mm x 571 mm	No	1.0			
56.03		Road sign supports (overhead road sign structures excluded):					
		(b) Steel tubing	t	0.3			
56.05		Excavation and backfilling for road sign supports (not applicable to kilometre posts)	m ³	20.0			
56.06		Extra over item 56.05 for cement-treated soil backfill	m ³	2.0			
56.08		Dismantling, storing and re-erecting road signs with a surface area of:					
		(a) Up to 2 m ²	No	3.0			
		(b) Exceeding 2 m ² but not 10 m ²	No	1.0			
Total Carried Forward To Summary							

Theewaterskloof Caledon Waste Access
Schedule 1

SECTION 5700

Number	LIC	Item Description	Unit	Quantity	Rate	Amount	
						R	c
57.00		ROAD MARKINGS					
57.01		Road marking paint:					
		(a) White lines (broken or unbroken)					
		(1) 100 mm wide	km	3.0			
		(3) 150 mm wide	km	1.0			
		(4) 300 mm wide	km	0.5			
		(b) Yellow lines (broken or unbroken)					
		(1) 100 mm wide	km	0.3			
		(3) 150 mm wide	km	3.3			
		(d) White lettering and symbols	m ²	50.0			
		(e) Yellow lettering and symbols	m ²	20.0			
		(f) Transverse lines, painted island and arrestor bed markings (any colour)	m ²	400.0			
57.05		Road studs					
		(a) Bi-directional					
		(1) VUKA	No	250.0			
57.06		Setting out and premarking the lines (Excluding traffic-island markings, lettering and symbols)	km	6.0			
57.07		Re-establishing the painting unit at the end of the maintenance period	L/sum	1.0			
57.08		Removal of existing, temporary or permanent road markings by:					
		(a) Sandblasting	m ²	300.0			
57.09		Removal of existing roadstuds	No	50.0			
Total Carried Forward To Summary							

Theewaterskloof Caledon Waste Access
Schedule 1

SECTION 5900

Number	LIC	Item Description	Unit	Quantity	Rate	Amount	
						R	c
59.00		FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS					
59.01		Finishing the road and road reserve:					
		(b) Single carriageway road	km	0.5			
Total Carried Forward To Summary							

THEEWATERSKLOOF MUNICIPALITY

TENDER NO. ENG 14/2022/23

CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE N2

SCHEDULE OF QUANTITIES

SUMMARY

SECTION NO.	SECTION TITLE	AMOUNT R - c
13	CONTRACTORS ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	
14	HOUSING OFFICES AND LABORATORY FOR THE ENGINEERS SITE PERSONNEL	
15	ACCOMMODATION OF TRAFFIC	
17	CLEARING AND GRUBBING	
33	MASS EARTHWORKS	
34	PAVEMENT LAYERS OF GRAVEL MATERIAL	
35	STABILIZATION	
36	CRUSHED STONE BASE	
41	PRIME COAT	
42	ASPHALT BASE AND SURFACING	
55	FENCING	
56	ROAD SIGNS	
57	ROAD MARKINGS	
59	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS	
TOTAL FOR SECTIONS ABOVE:		SUB-TOTAL ("X")
CONTINGENCIES: ADD: 10% of the above Sub-Total ("X") as a Provisional Sum to cover the cost of Contingencies and to be expended only as the Engineer may direct.		
NETT TENDER SUM		("T")
ADD: 15% of Nett Tender Sum ("T") for VALUE ADDED TAX (VAT).		
GRAND TOTAL:		

DECLARATION (In respect of completeness of Tender)

Theewaterskloof Municipality
6 Plein Street
CALEDON
7230

I/we, the undersigned, do hereby declare that these are the properly priced Bills of Quantities forming Part C2.2 of this Contract Document containing 5 pages in consecutive order upon which my/our tender for **TENDER NO. ENG 14/2022/23 - CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE N2**, has been based.

.....
SIGNATURE OF TENDERER/S

.....
DATE

THEEWATERSKLOOF MUNICIPALITY

TENDER NO. ENG 14/2022/23

**CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE
TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE
N2**

Part C3: Scope of Work

C3.1 Description of the Works

C3.2 Engineering

C3.3 Procurement

C3.4 Construction

C3.5 Management

C3.6 Annexes

Status

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Standardised Specification, or any drawings, the order of precedence, unless otherwise specified, is:

Drawings

Scope of Work (Parts C3.1, C3.4, C3.5 and C3.6) SANS Standardised Specifications

THEEWATERSKLOOF MUNICIPALITY

TENDER NO. ENG 14/2022/23

CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE N2

C3.1 Description of the Works

CONTENTS

- 1 EMPLOYER'S OBJECTIVES
- 2 OVERVIEW OF THE WORKS
- 3 GENERAL INTENT
- 4 EXTENT OF THE WORKS
- 5 LOCATION OF THE WORKS

1 EMPLOYER'S OBJECTIVES

The Engineering Services Directorate of the Theewaterskloof Municipality proposes the **CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE N2** in order to provide the means to sufficiently transfer and transport waste after recycling operations.

2 OVERVIEW OF THE WORKS

The proposed scope of works is the Construction of the intersection Caledon Waste Access Road to the N2.

- Upgrading of existing intersection on the N2;
- Road signs and road markings at the intersection;
- Extension of painted island from Caledon Waste intersection to the Greyton Intersection;
- Any other related activities;
- Labour intensive and EPWP construction methods.

3 GENERAL INTENT

The general intent of this Contract is that the Contractor shall procure all items necessary for, construct and complete the Works in accordance with the terms of Contract, in a workman-like and expeditious manner, and shall have full authority over all the Works.

The Engineer shall have the right to verify that all work is carried out in accordance with this Contract and to approve or reject materials supplied and work undertaken by the Contractor or approved subcontractors.

4 EXTENT OF THE WORKS

The Works in general include but is not restricted to the following:

1. Roadworks
2. Asphalt Paving
3. Road marking
4. Road Signage
5. Traffic Accommodation

5 LOCATION OF THE WORKS

The Works is located on the N2 highway at the existing access to the Caledon Waste Transfer Station.

For a locality map, please refer to the locality sketch in **Addendum A**.

THEEWATERSKLOOF MUNICIPALITY

TENDER NO. ENG 14/2022/23

CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE N2

C3.2 ENGINEERING

DRAWINGS ISSUED WITH THIS DOCUMENT

The following drawings are applicable to the contract and will form part of the Contract Documents:

DRAWING NUMBER	DESCRIPTION
401	ROAD LAYER WORKS
402	KERBS, MARKINGS & SIGN DETAILS
901	GENERAL LAYOUT
18041-S-201	SURFACE BED LAYOUT

THEEWATERSKLOOF MUNICIPALITY

TENDER NO. ENG 14/2022/23

CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE N2

C3.3 PROCUREMENT

CONTENTS

1 PREFERENTIAL PROCUREMENT PROCEDURES

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the Preferencing Schedule (**Schedule 2E** in Part T2.2, Returnable Schedules)

2 SCOPE OF MANDATORY SUBCONTRACT WORK

This will be done in line with **Schedule 3D**.

3 EMPLOYMENT OF LOCAL COMMUNITY LABOUR

The maximum possible number of workers is to be employed from the labour database provided by the Employer of the currently unemployed persons in the local community of Riviersonderend.

Key personnel are defined as supervisors and skilled labourers without whom a specific task cannot be executed. As far as possible these people should impart their management and other skills to individuals within the local workforce who show a keen interest and display a willingness to learn.

A monthly report on employment of local labour in relation to other employees must be submitted for information of the Employer.

THEEWATERSKLOOF MUNICIPALITY

TENDER NO. ENG 14/2022/23

CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE N2

C3.4 CONSTRUCTION

CONTENTS

- 1 APPLICABLE STANDARDISED SPECIFICATIONS
- 2 PLANT AND MATERIALS PROVIDED BY THE EMPLOYER
- 3 SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER
- 4 SERVICES AND FACILITIES TO BE PROVIDED BY THE CONTRACTOR
- 5 CARE, DAMAGE AND PROTECTION OF EXISTING PROPERTY AND SERVICES

ANNEXES: The Annexes listed below are contained in Section C3.6 of the document

ANNEX 1: VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS LISTED IN CLAUSE 1 OF SECTION C3.4 CONSTRUCTION

1. APPLICABLE STANDARDISED SPECIFICATIONS

For the purposes of this Contract the following Standardised Specifications for Civil Engineering Construction shall apply:

SANS 1200 Standardized Specifications for Civil Engineering Construction

It shall be the responsibility of the Contractor to obtain, at his own expense, copies of the relevant editions of the documents referred to above. No subsequent amendments or revisions to these documents shall apply to this contract.

The Contractor shall keep copies of the above Standard Specifications, copies which are available from the South African National Standards. In addition to this, all elements of the Contract Documents shall be available for inspection on Site at all times.

2. PLANT AND MATERIAL PROVIDED BY THE EMPLOYER

No plant or material will be provided by the Employer.

3. SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER

3.1 Source of Water Supply

The Contractor must make his own arrangements for the supply of municipal potable water to the Works. All costs incidental to the procurement of the water supply, including temporary water meters, are for the Contractor's account.

The Contractor will be held responsible for any wastage of water due to negligence.

3.2 Source of Electrical Supply

The Contractor shall make his own arrangements for electrical power and shall pay for all costs and charges thereof.

3.3 Location of Camp and Depot

The Contractor may locate his site offices, storage depot and construction facilities to suit his requirements within the boundaries of the site. The Contractor shall provide his own security with respect to the Works, including the camp and storage facilities. The final location of the Contractor's camp will be subject to the Engineer's approval.

4. SERVICES AND FACILITIES TO BE PROVIDED BY THE CONTRACTOR

4.1 Office and Storage Facilities

All offices, storage facilities, etc. required by the Contractor are to be supplied by the Contractor. No storage facilities, shelters or eating facilities are available on Site and the Contractor shall make his own arrangements and pay all costs associated with such facilities if required.

The security and safety of the Contractor's equipment, the storage, safekeeping and preventing of deterioration of all the material, goods, plant and equipment delivered to Site shall be the responsibility of the Contractor until the certificate of Completion has been issued, notwithstanding that the Council may have previously paid for such items.

The Contractor needs to provide space in his site office for the Engineer's Representative and shall furnish the office accordingly.

The Contractor shall also make available survey equipment and survey labourers for the use of the Engineer's Representative.

4.2 Housing and Transport

The Contractor will make his own arrangements for accommodating personnel and night watchmen. The Contractor's employees, except for an approved number of night watchmen, shall not be housed on site and the Contractor shall make his own arrangements and pay all cost associated with housing his employees and transporting them to site.

4.3 Sanitary Facilities

The contractor shall make his own arrangements for sanitary facilities and shall pay for all costs and charges thereof.

4.4 Disposal of Construction Waste

The Contractor shall dispose all the construction waste at a licenced waste disposal site.

4.5 Telephone

Due to the relative short construction duration no telephone facilities are required for the Engineer's Representative.

4.6 Laboratory Facilities

No on site laboratory facilities are available. The Contractor is to make his own arrangements for the testing of materials, compaction and concrete strength, where applicable.

4.7 Medical Attendance

The Contractor shall at all times maintain adequate medical attendance on Site. A person holding a current First Aid certificate shall be immediately available on site at all times when work is in progress. Arrangements, with the nearest suitable hospital, shall also be made by the Contractor for the acceptance of urgent cases of injury.

5. CARE, DAMAGE AND PROTECTION OF EXISTING PROPERTY AND SERVICES

The Works will be carried out on the existing property of the Theewaterskloof Municipality. The information supplied on the drawings is only to give the Contractor an idea of the position of the services that may be found on site and in no way relieves the Contractor from satisfying himself in respect of all the exact locations of the existing services.

The Contractor shall be responsible for finding out what sort of protection will be required during the construction and for protecting the services and the property accordingly. Should the Contractor damage any service or property in any way, it shall be repaired by the Contractor or the relevant authority as directed by the Engineer. All claims arising out of the Contractor's activities in connection with services or property shall be for the Contractor's account.

6. PROVISIONAL AND PRIME COST ITEMS

6.1 Provisional Sum and Prime Cost Items

No materials may be ordered and/or no work may be undertaken in respect of items which are scheduled in the Bill of Quantities as "Provisional Sum" items and/or "Prime Cost" items without the written approval of the Engineer.

The contractual procedures in respect of the said items are set out in Clause 6.6 of the General Conditions of Contract.

7. SCOPE OF SUBCONTRACTS

7.1 General

The Contractor must attain the written permission of the Engineer before he makes use of the services of a Subcontractor.

8. OTHER CONTRACTORS ON SITE

It shall be required from the Contractor to afford other Contractor(s), workmen and construction plant reasonable opportunities and facilities as may be required to enable such workmen and plant to obtain access to and from their Works. The Contractor must co-operate with such other authorised Contractor(s) and workmen engaged on the Site of Works. Any difference or dispute arising between the parties must be settled amongst themselves without involving the Employer or the Engineer in any way.

9. CONSTRUCTION PROGRAMME

9.1 Submission

The Contractor shall submit his Programme in accordance with Clauses 5.6 of the General and Special Conditions of Contract within the time stated in the Contract Data to the Engineer for his approval.

9.2 Employer's Requirements

9.2.1 Commencement and Time for Completion

The Employer requires the Works to be completed within the maximum time indicated by the Tenderer in the Contract Data, calculated from the Commencement Date in terms of Clause 5.3 of the General Conditions of Contract.

9.2.2 Handing Over of the Site of Works

Possession of the whole of the Site of Works will be given to the Contractor at the commencement of the construction of the Works. It is brought under the Tenderer's attention that this contract is funded by MIG as well as Theewaterskloof Municipality and that expenditure goals will apply.

It should be noted that the Consultant may request amendments to the construction and/or materials ordering scheduling to ensure that the available funds are spend in accordance to the municipal budget. This might for instance require ordering material ahead of programme or altering the programme.

10. FEATURES OF THE CONTRACT REQUIRING SPECIAL ATTENTION

10.1 Authorities

10.1.1 Liaison

The Contractor shall comply with all the requirements of the Theewaterskloof Municipality, insofar as the execution of the contract may affect or may be effected by the requirements and/or regulations of the said Authorities.

10.2 Existing Services and Structures on Site

10.2.1 Information

Existing services that may be affected by the Works are indicated on the relevant drawings.

The Contractor's attention is drawn to the fact that the information regarding existing services is given in good faith without guarantee. It is required from the Contractor to arrange for Way leaves from the relevant Authorities prior to any construction work.

The Contractor will be responsible for tying all levels and positions of the new construction works in with the existing structures and services on site and will shall make provision for such work in his rates.

10.2.2 Location and protection

The Contractor shall take all the necessary steps to ascertain the location of existing services before commencing any section of the Works and shall exercise the greatest care when working in the vicinity of such services. No more than three weeks and not less than one week before commencing his operations in any particular area, the Contractor shall request the latest available drawings showing the location of services already installed.

The Contractor shall take all necessary steps to protect any existing services and works against damage whatsoever against damage which may arise as a result of his operations on Site. The Contractor shall bear the cost of the repair of damage to any service the possible existence of which could reasonably have been ascertained by him in good time.

When the Contractor is liable for the cost of repairs carried out by the Employer or any other Authority, the costs will be recovered by means of a deduction from the Contractor's interim Payment Certificates.

No excavation is to be done within 3 m from underground cables before consulting the Engineer and the relevant Authority, i.e. the owner of the service.

10.2.3 Accommodation of Traffic and Access to Properties and Borrow

The Contractor shall ensure that all roads adjacent to or crossing the Site and which are affected by the Works and/or Temporary Works and by the Contractor's activities at the Borrow Area, are kept in a safe condition for pedestrians and vehicular traffic.

Accommodation of vehicular and pedestrian traffic shall be performed in accordance with Sections D and DB of SANS 1200.

The Contractor shall organise his work so as to reduce the inconvenience to traffic to a minimum, and no public road shall be completely closed without prior approval by the Engineer.

The Contractor shall provide and maintain in proper conditions all necessary barricades, lights, warning signals and all direction signs necessary to enable traffic to follow the routes of diversion throughout their length. The Contractor shall provide flagmen at all deviations and/or obstructions.

All signs shall be in two languages as may be advised by the Employer, and all traffic signs and control of traffic shall be in accordance with the South African Road Traffic Signs Manual. The Contractor shall provide temporary by-passes where necessary to provide access for vehicular and pedestrian traffic.

It is a condition of this Contract that gravel on detours, bypasses and existing gravelled roads shall only become the subject of payment in terms of the Specifications when such gravel wearing courses are constructed to accommodate public traffic in accordance with a written order by the Engineer.

See Sub clause PSA8.8.2(a) in Part C3 of the Scope of Works for measurement and payment specification.

10.2.4 Temporary stockpiling and spoil

The Contractor shall obtain the Engineer's written approval prior to the disposal of any surplus or unsuitable material or prior to the temporary stockpiling of any selected material from excavation See also PSD5.1.4.3 and PSD5.2.2.3 in Part C3 of the Scope of Works.

Material from excavation shall only be spoiled or temporarily stockpiled on sites approved or designated by the Engineer in writing.

10.2.5 Environmental Conservation

The Contractor must cautiously see to the conservation of the natural landscape and he must organise his construction activities in such a way as to prevent the unnecessary destruction or violation of the natural environment in the vicinity of the works in the most practical way possible.

Except where it is necessary to clean and unroot the existing terrain for the construction of the permanent works as specified, all trees, ferns and vegetation must be conserved and protected against damage by the Contractor's construction equipment, workers and activities.

The construction of the works must be conducted in such a way that public discomfort because of dust can be overcome by the administration of sufficient water or other measures to prevent the formation of dust where and as regularly as needed. The Contractor will be accountable for any damage caused by dust from his construction activities.

Any costs to comply with the requirements herein specified for Environmental Conservation must be included in the related unit rates for the execution of the works as included in the Bill of Quantities.

10.2.6 Finishing and Tidying

On no account must rubble and spoil materials, other materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily impede the activities of other Contractors or Authorities.

Finishing and tidying must not simply be left until the end of the construction period. The Contractor will be entitled, subject to prior agreement with the Engineer and within reasonable limits, to request that work in a particular area and/or work of a particular discipline, be inspected for completion.

The specified defects liability period in respect of any specific section of the Works shall commence on the date on which the relevant section is accepted by the Engineer as being fully completed, including finishing and tidying.

10.2.7 Recording of ground, foundation and rock profiles

Before commencing any work, the Contractor shall take levels of the original profile of the entire area to be worked upon and submit these levels to the Engineer at least 5 working days prior the commencement of the work. For this purpose the Contractor shall inform the Engineer in writing at least 7 days before commencing work in a specific area, of his intention to perform work in such specific area which will result in a change in the topography or ground profile of the Site.

The Contractor shall record all rock and intermediate excavation profile levels and foundation levels as the work proceeds.

The levels obtained shall be recorded on drawings which shall each be signed and dated by the Contractor and by the Engineer to serve as a record for the calculation of earthworks quantities.

The cost of the work specified for recording of ground, foundation and rock profiles will be held to be included in the rates for the related excavation and earthworks items in the Bill of Quantities.

10.2.8 Dealing with windblown sands

During the execution of the bulk earthworks and during the execution of earthworks in general the Contractor can expect to encounter difficult working conditions due to windblown sands.

The Contractor shall be responsible for the removal of all windblown sands which are detrimental to the proper construction and operation of the Works, and for the making good of any damage to the functioning of the Works caused by such windblown sands.

Open structures shall be removed from topsoil and damage to the Works caused by such sands shall be made good at the Contractor's own cost, unless the windblown sand arises from areas or conditions outside the control of the Contractor.

The windblown sands may also create a nuisance to the public, and cause damage to neighbouring properties and services and the environment in general.

The Contractor shall use his best endeavours to limit such nuisance and damage caused by windblown sands to a minimum.

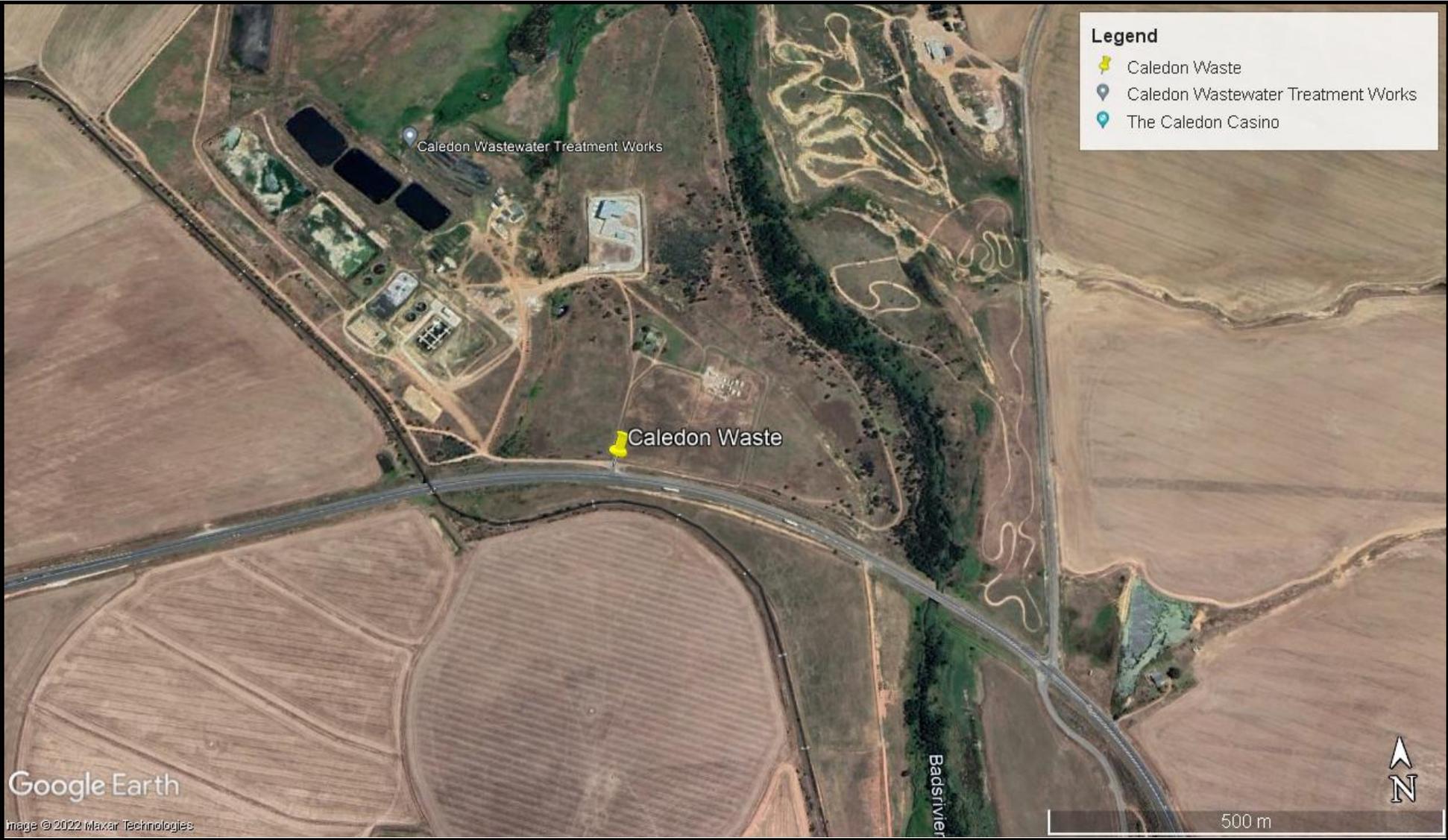
Fixed-charge and time related items to cover the cost of the Contractor's general obligations to deal with windblown sands are scheduled in the P & G Section of the Bill of Quantities.

10.2.9 Opportunities to and co-operation with others on site

It shall be required from the Contractor in terms the General Conditions of Contract to allow and provide other contractor(s), workmen and construction plant the necessary facilities as may be required to enable such workmen and plant to obtain access to and from their works. The Contractor must co-operate with such other authorised Contractor(s) and workmen present on the site of Works.

10.2.10 Programming of the Contract

It shall be required from the Contractor in terms the General Conditions of Contract to allow and provide other contractor(s), workmen and construction plant the necessary facilities as may be required to enable such workmen and plant to obtain access to and from their works. The Contractor must co-operate with such other authorised Contractor(s) and workmen present on the site of Works.



THEEWATERSKLOOF MUNICIPALITY

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CONSTRUCTION OF INTERSECTION FOR ACCESS ROAD TO CALEDON REFUSE TRANSFER STATION (RTS) AND MATERIAL RECOVERY FACILITY (MRF), OFF THE N2

C3.5 MANAGEMENT

CONTENTS

- a. PROGRAMMING AND PLANNING
- b. CONTRACTOR'S RESPONSIBILITY IN TERMS OF THE OHS ACT
- c. MANAGEMENT MEETINGS
- d. DAILY RECORDS
- e. PAYMENT CERTIFICATES
- f. PROOF OF COMPLIANCE WITH THE LAW

1. PROGRAMMING AND PLANNING

A bar chart type construction programme shall be submitted to the Engineer, which includes for allowances for wet weather, holidays, manufacture, testing, curing and delivery of materials and adequate float time for unforeseen delays, for Engineer's approval, within the number of days from the Commencement Date as specified in Clause 5.3.1 of Part C1.2, Contract Data.

The programme shall include information on the required production rates for the satisfactory completion, time and resources allocation, as well as giving lead times for ordering of all major items, and shall be updated monthly during the Contract Period.

For the period to be allowed for expected rain days in the construction programme, the Tenderer's attention is drawn to Clause 5.12.2.2 of Part C1.2, Contract Data.

The programme must indicate the order of procedure of all work in a bar chart covering all disciplines and activities of the Contract and the duration of each activity on a weekly time-scale. The whole of the Works shall be grouped into major activities with each activity clearly representing a group of items reflected in the Bill of Quantities. The programme shall clearly indicate the critical path, the inter-dependency of activities, the sequence which the Contractor proposes to construct the Works, production estimates and the value of works, shown on a monthly basis.

The Contractor shall further take into account all works required to maintain full continuity of the operating of the existing facility.

The Contractor is to note that an allowance of **10%** contingencies, to be expended as the Engineer may direct, is included in this Contract and the Contractor must allow for this in his programme. Relocation of resources to achieve the completion date should be anticipated during the course of the Contract and shall be allowed for.

During the course of the Contract, whenever a significant change occurs, the Contractor shall submit a revised programme allowing allocation of resources, to the Engineer for approval. The Contractor shall update the programme whenever construction progress differs by more than one week from that anticipated in the programme.

No adjustment of General Items will be considered for additional work within the **10%** contingency amount, except where such additional work cannot be accommodated in a revised programme and resources allocation, or where significant disruption of the Works is incurred.

2. CONTRACTOR'S RESPONSIBILITY IN TERMS OF THE OHS ACT

The Contractor shall be responsible for complying with the Occupational Health and Safety Act, Act 85 of 1993, and specifically the Construction Regulations 2014 issued in terms of Section 43 of the Act (GNR 1010 of 18 July 2003).

The Contractor is referred to the Conditions of Tender and Particular Specification HS: Health and Safety Specification (Part C3.6, Annex 1) in this regard.

3. MANAGEMENT MEETINGS

Site management meetings shall be held monthly.

4. DAILY RECORDS

The Contractor shall maintain a comprehensive electronic site diary, which shall be submitted to the Client's Agent at the end of each week.

5. PAYMENT CERTIFICATES

The Contractor shall substantiate claims for payment with the relevant invoices in order to expedite verification and certification by the Engineer.

6. PROOF OF COMPLIANCE WITH THE LAW

The Contractor shall provide proof of compliance with any relevant legislation for verification by the Engineer, as necessary.

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N2**

C3.6 ANNEXES

CONTENTS

PARTICULAR SPECIFICATIONS:

ANNEX 1: VARIATIONS AND ADDITIONS TO STANDARDISED
SPECIFICATIONS LISTED IN CLAUSE 1 OF SECTION C3.4
CONSTRUCTION

THEEWATERSKLOOF MUNICIPALITY

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ANNEX 1: VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS LISTED IN CLAUSE 1 OF SECTION C3.4 CONSTRUCTION:

CONTENTS

PSA **GENERAL**
(Applicable to SANS 1200 A - 1986)

PSA2 **INTERPRETATIONS**

PSA2.1 APPLICATION

The Contractor will not be restricted in the use of resources and in particular in the use of mechanical plant.

PSA2.8 ITEMS IN SCHEDULE OF QUANTITIES: PRINCIPLE (Subclause 2.8.1)

Amend the first sentence as underlined below:

"..... stated in the relevant subclause of Clause 8 of the applicable Standardised Specification or in the Measurement and Payment clause of the applicable Standard Specification, Particular Specification Section or Project Specification in addition to the cost to the Contractor"

PSA5 **CONSTRUCTION**

PSA5.1 SURVEY

PSA5.1.1 **Setting out of the Works**

The Contractor is responsible for the setting out of the Works from the information given on the drawings or from information provided by the Engineer.

Benchmark data will be given to the Contractor timeously.

Benchmarks that are to be disturbed by the temporary or permanent works must be referenced by the Contractor, prior to the disturbing thereof, at the Contractor's cost.

Add the following new Subsubclause:

PSA5.1.3 **As Built Data**

The Tenderer shall note the Lump Sum in Section A: Preliminary and General of the Schedule of Quantities covering the submission of as built data.

The Completion Certificate shall not be issued unless the above information has been forwarded to the Engineer.

PSA5.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES

The Contractor is to ensure at the start of the Contract that all known services are checked to ascertain whether they interfere with construction of the Works. If obstructions are found, the Engineer is to be notified timeously in writing so that adequate steps can be taken to effect the relocation of the obstructions. No claims for delays will be entertained unless, in the opinion of the Engineer, the Contractor has taken reasonable steps timeously to have the obstruction relocated.

PSA5.5 DEALING WITH WATER ON WORKS

The Contractor shall be responsible for handling all surface and subsurface water in such a way that construction can proceed with a minimum of risk and at no time shall overland flows be blocked. To this end the Contractor shall divert flow around the working area(s) if necessary. The Contractor shall also take particular care to ensure the safety of the Works against damage by flooding.

The cost of supplying and operating the equipment for dewatering of all excavations and controlling of storm water and subsurface water on the Works will be held to be included in the Tendered Sums in Section A: Preliminary and General of the Schedule of Quantities and no separate payment will be made for this work.

PSA5.8 GROUND AND ACCESS TO THE WORKS

The Contractor shall provide temporary access to the Works and to the dumping areas as may be required by him and to the approval of the Engineer.

Temporary access roads must be gravelled and maintained for the duration of the construction period and removed on completion of the Works only if ordered by the Engineer.

PSA7 TESTING

Add the following new Subclause:

PSA7.5 ACCEPTANCE CONTROL TESTING

A laboratory will not be required on site for the Engineer's use and all acceptance control testing shall be done through a commercial laboratory. The Contractor shall provide his own testing laboratory which shall be capable of carrying out all necessary testing for process control. The Contractor's laboratory shall be subject to the Engineer's approval. The Engineer shall be given free access to the results of testing carried out by the laboratory.

The cost of acceptance control testing carried out by the Engineer will not be for the Contractor's account and will be paid for under the Prime Cost Sum allowed for the Schedule of Quantities, unless the tests reveal that the material is not in accordance with the Specifications. In which case the costs of such test shall be borne by the Contractor. Acceptance control testing will only be carried out on the written instruction of the Engineer.

PSA8 MEASUREMENT AND PAYMENT

PSA8.1.1 Method of Measurement, All Sections

Amend 8.1.1 as underlined below:

"Except where otherwise specified in Clause 8 of a Standardised Specification or in the Measurement and Payment clause of an applicable Standard or Particular Specification section or in the Project Specification or in the Preamble to the Schedule, all items"

Add the following new Subsubclause:

PSA8.1.3 Security

The Tenderer must make allowance for the provision of security for his personnel, plant and equipment on the site or work points at his own cost. The cost of security is deemed to be included in Section 1 : General.

PSA8.2 PAYMENT

PSA8.2.1 Fixed-Charge and Value-Related Items (Subclauses 8.2.1 and 8.3)

The tendered sums for the fixed-charge items in the P&G Section of the Schedule of Quantities shall not be subject to any variation if the actual value of the work done exceeds or falls short of the Tender Sum within the limits stated in Clause 6.11 of the General Conditions of Contract.

PSA8.2.2 Varied Payment for Time-Related Items (Subclauses 8.2.2 and 8.4)

The tendered sum for each relevant time-related item in the P&G Section of the Schedule of Quantities shall be appropriately adjusted pro rata to any authorised extension or to any certified reduction to the Time for Completion of the Works, in full settlement of any time-related costs.

The said adjustments will be made in the Interim Payment Certificate issued with or following upon the issue of the Completion Certificate, irrespective of the actual period required for the completion of the Works.

Payment for the sums tendered for the abovesaid time-related items will be adjusted on the basis of the total for each item being calculated as follows:

$$P = C \times \frac{T_e}{T_t}, \text{ wherein}$$

P = Adjusted amount certified for payment under the relevant time-related item;

C = Amount tendered for the relevant time-related item, appropriately adjusted (when applicable), for the designated operation;

Tt = Time for Completion as stated in the Contract Document; and

Te = Time for Completion (Tt) plus any extensions of time for completion authorised, or minus any reduced time for completion certified, up to the date of the substantial completion of the Works as certified by the Engineer in terms of the General Conditions of Contract;

and provided that for any time-related item which relates to a duration of construction as specified in the Schedule of Quantities, the term "time for completion" in the description of the above formula shall be held to be substituted by the term "duration of construction".

The final amount paid under the time-related items in accordance with the above formula will be taken to be an agreed amount in full compensation for time-related charges adjusted for varied time for completion. The adjusted sums will however be subject to contract price adjustment if applicable to the Contract.

PSA8.3.2 Establishment of Facilities on the Site

PSA8.3.2.2 Facilities for Contractor
(Subclauses 8.3.2.2 and 8.4.2.2)

The tendered sums for the items 8.3.2.2(a) to (e) and 8.4.2.2(a) to (e) as scheduled by the Engineer, whether grouped or individually, shall include all costs for the installation, maintenance and removal of the fencing in addition to all other facilities specified and as required by the Contractor for his own purposes.

PSA8.3.2.2(c)& PSA8.4.2.2(c)LaboratoriesUnit : Sum

The tendered sums for the items 8.3.2.2(c) and 8.4.2.2(c) shall cover the Contractor's overhead costs, profit and all costs related to the use of an outside or private laboratory, or both, as the case may be. The sums tendered shall be paid to the Contractor in full.

PSA8.3.2.2(i)& Access to the worksUnit : Sum
PSA8.4.2.2(i) (Fixed-charge and time-related item)

The tendered sums for the items "access to the Works" in the P & G Section A of the Schedule of Quantities shall cover all the Contractor's costs for the work required for the provision and maintenance of access to and on the Site of Works as specified in Subclause 5.8 and PSA5.8.

The rates shall include for the supply, placing, maintenance and removal on completion of the Works (if any) of gravel on temporary access roads and the restabilisation of borrow pits as may be required.

No extra payment will be made for the construction and maintenance of any gravelled access roads.

PSA8.4.6 Liaison with Authorities and the community, Opportunities to, and Co-operation with Others on SiteUnit : Sum
(Time-related item)

The tendered sum shall cover all the Contractor's direct costs of liaison with Authorities and the Community and affording opportunities to and co-operation with Others on Site, and all other costs incidental to the required liaison, affording of opportunities and co-operation with others as specified.

PSA8.8 TEMPORARY WORKS

PSA8.8.2 Accommodation of traffic

PSA8.8.2(a) Dealing with traffic in generalUnit : Sum
(Time-related item)

Accommodation of Traffic shall be measured for payment at the tendered lump sum under Temporary Works in the P & G Section A of the Schedule of Quantities. The sum tendered and paid shall include full compensation for the installation and all subsequent moving and re-establishment and final removal of lighting, signboards, traffic signs, barricades, drums, flashing lights, labour, transport or any other item required for the safe accommodation of traffic on public roads, all to the satisfaction of the Engineer.

Although the tender sum for Accommodation of Traffic shall be paid out as specified for time-related items during the construction period, the sum tendered will be a fixed amount and will not be subject to adjustment due to a possible extension or reduction of the Time for Completion or for any other reason whatsoever.

Add the following new payment items

PSA8.9 AS-BUILT DRAWINGS

The unit of measurement shall be the **Lump Sum** (Sum).

The tendered rate shall include for supplying the Engineer with "as built" surveys of the Works in marked up drawings, survey data in electronic format and schedules as described in PSA 5.1.3 of this Document. The survey shall include the X, Y and Z co-ordinates of all new and/or revised infrastructure done under this contract.

PSA8.13 SETTING OUT OF THE WORKSUnit : Sum
(Fixed-charge and time-related item)

The cost to the Contractor for the setting out of the Works and for the checking of the Surveyor's pegs and Benchmarks in terms of Subclause PSA5.1.1, shall be covered by the tendered sums for the fixed-charge and time-related items "setting out of the Works" in the P & G Section A of the Schedule of Quantities.

PSAB **ENGINEER'S OFFICE**
(Applicable to SANS 1200 AB - 1986)

PSAB3 **MATERIALS**

PSAB3.2 **OFFICE BUILDING**

The Contractor shall equip the office with suitably sized air conditioning unit with cooling and heating function.

PSAB4 **PLANT**

PSAB4.1 **TELEPHONE AND FAX (Subclause 4.1 and 5.4)**

No telephone or facsimile facilities are required by the Engineer. "The Contractor shall provide a stable Wi-Fi connection (min 50Mbps up and down) in the Engineer's Office for the duration of the project."

PSAB4.2 **SURVEY EQUIPMENT**

The Contractor shall provide the following minimum survey equipment on the Site from the commencement to the completion of the Works:

- (a) 1 No. Engineer's automatic level with tripod;
- (b) 1 x levelling staff graduated in 5mm intervals with staff bubble;
- (c) 1 No. 30 m Fibreglass measuring tape;
- (d) All steel pegs, shovels, picks, etc. which the Engineer's Representative may require during the Contract.

The instruments may by arrangement be shared between the Contractor and the Engineer's Representative.

The Contractor shall maintain the equipment in good working order and keep it clean throughout the contract period. The Contractor shall keep the equipment continuously insured against any loss, damage, or breakage and he shall indemnify the Engineer and the Employer against any claims in this regard. Upon completion of the Works, the ownership of the equipment shall revert to the Contractor.

PSAB4.3 **FIRST-AID KIT AND PROTECTIVE CLOTHING**

The Contractor shall provide on the Site of Works two first-aid kits to deal with accidents, illnesses and snakebite which may occur during the normal course of Site operations.

The Contractor shall provide two sets of rubber boots for the exclusive use of the Engineer and his Staff.

PSAB5 **CONSTRUCTION**

PSAB5.5 **ENGINEER'S ASSISTANTS**

One survey assistant shall be allocated to the Engineer by the Contractor if necessary. The assistant shall be able to read and write either Afrikaans or English and shall be available to the Engineers as an assistant at all reasonable time during the construction period.

PSAB8 **MEASUREMENT AND PAYMENT**

PSAB8.2.4 **Survey Equipment and AssistantsUnit : Sum**
(Fixed-charge and time related item)

The tendered sum shall include all costs for the supply and maintenance of the survey equipment (PSAB4.2) and the employment of assistants for the Engineer (PSAB5.5).

PSC **S I T E C L E A R A N C E**
(Applicable to SANS 1200 C - 1980)

PSC3 **MATERIALS**

PSC3.1 **DISPOSAL OF MATERIAL AND DEBRIS**

Material obtained from clearing of surface vegetation shall be disposed of by the Contractor in a manner and to a place of the Contractor's choice.

The burning on Site of vegetation and debris will not be permitted.

PSC5 **CONSTRUCTION**

PSC5.1 **AREAS TO BE CLEARED AND GRUBBED**

Site clearance shall only be done after receipt by the Contractor of the Engineer's written approval to that effect on areas designated by the Engineer.

Where directed by the Engineer the site shall be cleared of all trees, vegetation and dumped rubble and household rubbish.

The area to be cleared shall be the minimum area required for the execution of the Works but shall include areas identified for the stockpiling of materials such as selected bedding and selected subgrade materials.

PSC5.3 **CLEARING**

Clearing shall include the loading, removal and disposal of refuse as directed by the Engineer.

PSC8 **MEASUREMENT AND PAYMENT**

PSC8.2.11 **Filling and compacting of holes..... Unit : m³**

See PSD8.3.3.1.

PSD **E A R T H W O R K S**
(Applicable to SANS 1200 D - 1988)

PSD3 **MATERIALS**

PSD3.1 **CLASSIFICATION FOR EXCAVATION PURPOSES**

PSD3.1.1 **Method of Classifying**

Classification of material other than soft shall be agreed upon prior to excavation commencing. The Contractor shall immediately inform the Engineer if and when the nature of the material being excavated changes to such an extent that a new Classification is warranted. Failure on the part of the Contractor to notify the Engineer timeously shall entitle the Engineer to classify the excavated material at his discretion.

PSD3.3 **SELECTION**

The approval of a borrow area for a certain purpose does not necessarily mean that all material within that area is suitable for the specified purpose. What it does mean, is that the borrow area contains some suitable material. The onus is on the Contractor to ensure that only material that is indeed suitable, is removed and used for the specified purpose.

Where the Contractor is required to select material from excavations or stockpile for a specific purpose, the above provisions relating to borrow areas shall apply mutatis mutandis to excavations.

The Contractor shall not waste or contaminate materials that have been selected for a specific purpose.

PSD5 CONSTRUCTION

PSD5.1.4.3 Disposal of Surplus and Unsuitable Material from Excavation (Subclauses 5.1.4.3 and 5.2.2.3)

See Part C3.4 : Construction, Clause 5.4.

Surplus material from excavations which is suitable to use in fills shall be placed and spread in fills or placed in embankments in areas on the Site designated by the Engineer and compacted to at least 90% Mod. AASHTO density (98% for cohesionless materials).

Unsuitable material from excavations shall be disposed of by spreading as uncompacted fill or placing in embankments in areas designated by the Engineer during the Contract. When ordered by the Engineer, the material shall be compacted to at least 90% Modified AASHTO maximum density (98% for cohesionless materials).

PSD5.2 Methods and Procedures

PSD5.2.2 Excavation

PSD5.2.2.2 Borrow Pits

Add the following:

“Where it is specified that material shall be obtained from a designated borrow pit, the Contractor shall be responsible and include in his rates for making all arrangements for procuring the material. No payment will be made for the removal of overburden or stockpiling or clearing at the source and no extra over payment for excavating in intermediate, hard or boulder material shall apply”.

PSD5.2.2.3 Disposal and Spoil Site(s) (Subclause 5.2.2.2)

Except when it is required and designated by the Engineer that surplus and unsuitable material from excavations shall be disposed of on the Site, such material shall be disposed of to Spoil Sites in accordance with the terms specified at Part C3.4 : Construction, Clause 5.4.

Add the following new Subsubclause:

PSD5.2.2.4 Selection and Stockpiling

The approval or designation of a particular borrow area for a particular purpose will not imply that all the material is suitable for that purpose or should be used for that purpose. The Contractor shall select suitable material from that source, discard unsuitable material and reserve material for other purposes as necessary. When required and as ordered by the Engineer, material shall be stockpiled for later use when the excavation thereof is unavoidable in order to excavate the material required at the time.

PSD6 TOLERANCES

PSD6.1 POSITION, DIMENSIONS AND LEVELS FOR BULK EARTHWORKS

Except that finished levels shall comply with 6.1(b)(3) for Degree of Accuracy II, also refer to the tolerances specified in PSX1.5.

PSD8 MEASUREMENT AND PAYMENT

PSD8.3 SCHEDULED ITEMS

PSD8.3.2 Disposal of Surplus Material
(Subclause 8.3.2 and 8.3.3)

The tendered rates for excavation and disposal of material shall include the costs for the placing of the material as uncompacted fill to a site within the freehaul distance.

PSD8.3.3.1 Filling and compacting of holes..... Unit : m³

The filling with soil and compaction of holes and depressions on Site as designated by the Engineer will be measured per cubic meter (m³), as compacted fill according to the volume of the holes.

The tendered rate shall cover the cost of placing the material, watering where required and compaction to 93% AASHTO density (100% for sand).

The cost of excavation and hauling of material will be measured under the relevant scheduled items.

PSD8.3.3.4(d) Imported Topsoil Unit : m²

The placing of imported topsoil will be measured per square meter (m²) placed to minimum thickness of 100mm. The tendered rate shall include all costs for the supply from a commercial source, sampling, testing and placing of topsoil, the supply and mixing of compost and superphosphates, all labour and transport for the proper execution of the work specified.

PSDM E A R T H W O R K S (ROADS, SUBGRADE)
(Applicable to SANS 1200 DM - 1981)

PSDM2 INTERPRETATIONS

PSDM2.1 SUPPORTING SPECIFICATIONS

Delete from Subclause 2.1(c) "or SANS 1200 DA, as applicable" and throughout the specification delete all reference to SANS 1200 DA.

PSDM3 MATERIALS

PSDM3.2.1 General

Add to the Sub-Clause:

The nomenclature used for the classification of various material types to be used in the designated pavement layers is that defined in the NITRR documents TRH4 and TRH14.

PSDM5 CONSTRUCTION

PSDM5.1.1 Existing Services

Add to the Sub-clause:

All existing services may not be shown on the drawings or be visible to the Contractor on site. The Engineer may order excavation by hand to expose such sources.

Where service is damaged because of the Contractor's negligence, he shall be liable for the repair of such service and shall bear all costs involved in the repair and other costs or losses due to the interruption of the services.

PSDM5.1.2 Accommodation of Traffic

Add to the Sub-Clause:

The Contractor shall provide signs for the temporary accommodation of traffic as required.

PSDM5.2 METHODS AND PROCEDURES

PSDM5.2.2 Cut and borrow

PSDM5.2.2.2 Dimensions of Cuts

(a) Street Foundation

The "box-cut" for the street foundation layer shall initially be done to the level of the top of the roadbed.

PSDM5.2.2.5 Disposal of Surplus or Unsuitable Material

Add to the Sub-Clause:

Surplus and unsuitable material shall be disposed of as instructed by the Engineer.

PSDM5.2.3 Treatment of Roadbed

PSDM5.2.3.2 Removal of Unsuitable Roadbed Material

When, in the opinion of the Engineer, the in-situ roadbed material is unsuitable as an in-situ selected subgrade, further material shall be cut and replaced with material suitable for selected subgrade material in compliance with the specification in layers not exceeding 150mm (after compaction) per layer, /and as directed by the Engineer on Site.

PSDM5.2.3.3 Preparation and Compaction

Each portion of the roadbed and sidewalk bed shall be prepared by ripping and scarifying and shaping where necessary, and compacting after watering to 95% Mod. AASHTO density for a depth of not less than 150mm or 300mm (100 % for sand).

The Engineer will direct on Site the depth of roadbed treatment to be applied.

PSDM5.2.5.1 Freehaul

Add to the Sub-Clause:

All movement of cut and fill material, borrow material and surplus material will be regarded as freehaul.

PSDM5.2.8.2 Overhaul

There will be no overhaul measured in this contract. All haulage (including that from commercial sources) shall be considered freehaul. The cost of haulage shall be deemed to be covered by other rates in the Schedule of Quantities.

PSDM8 MEASUREMENT AND PAYMENT

PSDM8.1 BASIC PRINCIPLES

PSDM8.1.1 Compaction Testing

The rates tendered for the pay items scheduled under 8.3.3 to 8.3.16 shall include for compaction testing, where applicable.

PSDM8.2.1 Earthworks Measurement

Add to the Sub-Clause:

Earthworks will be measured by volume in compacted embankment once only as compacted fill from

cut or borrow, whichever is applicable. Uncompacted fill from cut, material placed to stockpile or to spoil will be measured insitu as excavation.

PSDM8.3.4 Cut to Fill, Borrow to Fill

Add the words: "and in borrow pits" after the words "road prism" in the second line of the payment paragraph.

Add the following:

"The rate shall also cover the cost of selection of suitable material in the borrow pit."

"The rate for borrow to fill does not include the cost of excavating, loading and unloading or anything which is covered by Item 8.3.4 of SANS 1200 D."

The tendered rate, shall also include for shaping of the face of the Cell to the correct design line and level after backfilling of the material around reinforced concrete manholes. The line and level for this operation shall be to the top of the base preparation layer.

PSME **S U B B A S E**
(Applicable to SANS 1200 ME - 1981)

PSME 5 **CONSTRUCTION**

PSME 5.7 **Transport**

Replace the contents of this subclause with the following:

"All movement of material shall be regarded as free-haul. No haulage shall be paid."

- (a) PSME 7.2.2 Routine Inspection and Testing
- (b) Replace the values in Table 3 with the applicable criteria for minimum average density and minimum density value for any single test, for the specified density, based on the number of tests per lot as specified in PSM 7.4.

PSME 8 **MEASUREMENT AND PAYMENT**

PSME 8.1 **Basic Principles**

Insert a semi-colon in the first line of paragraph (b) after the words "... will be paid for once only" and delete the rest of the paragraph.

Replace paragraph (d) with the following:

- (d) that in the case of material from a commercial source or from borrow pits selected by the contractor, no additional payment will be made for the class of excavation, method of processing (except stabilising), or overhaul unless otherwise specified in the project specification."

PSME 8.3 **Scheduled Items**

PSME 8.3.3 **Construct the sub-base course/shoulders/gravel wearing course with material from commercial sources or designated borrow areas**

Replace the heading of this item with the following:

"PSME 8.3.3 **Construct the sub-base course/shoulders/gravel wearing course with material from commercial sources"**

Add the following to the payment description paragraph:

"This item shall also be applicable to the construction of sub-base course/ shoulders/gravel wearing course with material from borrow pits selected by the contractor."

PSME 8.3.9 Overhaul (haul exceeding 2 km)

Delete this item.

No overhaul will be paid on material for the purposes of this contract and all the costs for transporting material must be included in the applicable tendered rates and amounts."

PSMFBASE

PSMF.3.2.2 Materials: Physical and Chemical Properties: Graded Crushed Stone (SANS 1200MF CI 3.3.2)

Replace subclause (a) with the following:

"The maximum size of the crushed stone shall be 37.5mm"

Add the following subclause:

"d) The CBR at specified density shall be at least 80%"

PSMF.7.3.2 Testing: Routine Inspection and Testing (SANS 1200MF CI 7.3.2)

Add the following:

"Notwithstanding subclause 7.3.2 and Table 4, no single test result which is below the specified density will be accepted."

I HEREBY DECLARE THAT I UNDERSTAND AND COMPLY WITH SCOPE OF WORK.

Signed Date

Name Position

Tenderer



THEEWATERSKLOOF MUNICIPALITY

TENDER NO. ENG 14/2022/23

OCCUPATIONAL HEALTH & SAFETY SPECIFICATION

FOR THE

**CONSTRUCTION OF INTERSECTION FOR ACCESS
ROAD TO CALEDON REFUSE TRANSFER STATION
(RTS) AND MATERIAL RECOVERY FACILITY (MRF),
OFF THE N2**

VOLUME 4

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MARCH 2023



THEEWATERSKLOOF MUNICIPALITY

TENDER NO. ENG 14/2022/23

DRAWINGS

FOR THE

**CONSTRUCTION OF INTERSECTION FOR ACCESS
ROAD TO CALEDON REFUSE TRANSFER STATION
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VOLUME 6

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