



**NKOMAZI LOCAL MUNICIPALITY
TENDER NO. NKO:45/2021
CALLING FOR TENDERS FOR CONSTRUCTION WORK**

RE-TENDER - THE SUPPLY AND CONSTRUCTION OF ASPHALT SURFACE, BASE CORRECTION, MILLING AND REPLACE WITH BTB, SLURRY SEAL, CRACK SEALING AND CHIP AND SPRAY: KOMATIPOORT

CLOSING DATE:	10/01/2022	TIME	12H00
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NAME OF TENDERER	
CENTRAL SUPPLIER DATABASE NUMBER	MAAA
TENDERED AMOUNT	
COMPLETION PERIOD	
CONTACT PERSON	
TELEPHONE NUMBER	
FAX NUMBER	

ENQUIRIES REGARDING BID PROCEDURES		TECHNICAL ENQUIRIES	
DIRECTORATE FINANCIAL SERVICES SUPPLY CHAIN MANAGEMENT UNIT		DIRECTORATE : INFRASTRUCTURE SERVICE	
Mr. M.M MANZINI		Mr. J.Z NTSABO	
SUPPLY CHAIN MANAGER		DIRECTOR INFRASTRUCTURE DEVELOPMENT	
TEL. NUMBER	013 790 0386	TEL. NUMBER	013 790 0245
TENDER ISSUED BY			
ADMINISTRATIVE OFFICER		TEL. NUMBER	013 790 0245
NKOMAZI LOCAL MUNICIPALITY		PRIVATE BAG X101 MALELANE, 1320	

NKOMAZI LOCAL MUNICIPALITY

TENDER DETAILS						
TENDER NUMBER						
TENDER TITLE	THE SUPPLY AND CONSTRUCTION OF ASPHALT SURFACE, BASE CORRECTION, MILLING AND REPLACE WITH BTB, SLURRY SEAL, CRACK SEALING AND CHIP AND SPRAY: KOMATIPOORT					
CLOSING DATE	10/01/2022		CLOSING TIME		12H00	
SITE MEETING	DATE	14/12/2021	TIME	10H00	COMPULSORY	NO
SITE MEETING ADDRESS	MUNICIPAL TECHNICAL DEPARTMENT OFFICES					
CIDB GRADING REQUIRED	YES		LEVEL AND CATEGORY		6SB or HIGHER	
TENDER DOCUMENT FEE			PREFERENCE POINT SYSTEM		80/20	
BID BOX SITUATED AT	NKOMAZI LOCAL MUNICIPALITY OFFICES, CIVIC CENTRE MALELANE					
OPERATING HOURS	The bid box is open during office hours, Monday to Thursdays from 08h00 to 16h00 and Fridays from 08h00 to 13h00.					
OFFER TO BE VALID FOR	90	DAYS FROM THE CLOSING DATE OF TENDER.				

PLEASE NOTE:

1. Prospective suppliers must be registered on CSD prior to submitting bids(open bids)
2. Tenders that are deposited in the incorrect box will not be considered.
3. Mailed, telegraphic, telex, or faxed tenders will not be accepted.
4. No late bids after closing date and time will be accepted.
5. Bids not clearly marked and unamend will not be accepted.
6. Bids may only be submitted on the bid documentation provided by the municipality.
7. No awards will be made to a person:
 - i. Who is in the service of the state,
 - ii. If that person is not a natural person , of which any director, manager, principal shareholder or stakeholder is a person in the service of the state
 - iii. Who is an advisor or consultant contracted with the municipality or municipal entity

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		SERVICE LEVEL AGREEMENT	Error! Bookmark not defined.

BIDDER'S TENDER DOCUMENTATION DECLARATION

*** N/A These schedules do not need to be completed**
Draw solid line through schedules if not applicable

	QUESTION	REQUIREMENT	BIDDER'S RESPONSE
1	Have you initialed all the pages of the tender document?	YES	*YES / NO
2	Have you completed and signed the returnable schedules required for tender evaluation purposes?		
2.1	▪ Schedule 1 : Resolution of board of directors	YES	*YES / NO
2.2	▪ Schedule 2 : Resolution to enter into consortia or JV's	YES	*YES / NO
2.3	▪ Schedule 3 : Special resolution of consortia or JV's	YES	*YES / NO
2.4	▪ Schedule 4 : Schedule of proposed sub-contractors	YES	*YES / NO
2.5	▪ Schedule 5 : Commitments of tenderer	YES	*YES / NO
2.6	▪ Schedule 6 : Record of addenda to tender documents	YES	*YES / NO
2.7	▪ Schedule 7 : Clarification meeting & site visit certificate	YES	*YES / NO
2.8	▪ Schedule 8 : Local & non-local labour	YES	*YES / NO
2.9	▪ Schedule 9 : Management and supervisory staff	YES	*YES / NO
2.10	▪ Schedule 10 : Registration on Central Supplier Database	YES	*YES / NO
2.10	▪ Schedule 11 : Workmen's Compensation	YES	*YES / NO
2.11	▪ Schedule 12 : Compulsory enterprise questionnaire	YES	*YES / NO
2.12	▪ Schedule 13 : Certificate for water & lights	YES	*YES / NO
2.13	▪ Schedule 14 : Tenderer's experience	YES	*YES / NO
2.14	▪ Schedule 15 : Experience of key staff	YES	*YES / NO
2.15	▪ Schedule 16 : Capacity to execute & implement	YES	*YES / NO
2.16	▪ Schedule 17 : Implementation plan and methodology	YES	*YES / NO
2.17	▪ Schedule 18 : Alterations by tenderer	YES	*YES / NO
3	Have you completed/signed and submitted all relevant information as requested by the evaluation schedules (as and when required)?	YES	*YES / NO
4	Have you completed and signed the MBD 4 form - Declaration of Interest?	YES	*YES / NO
5	Have you completed the questionnaire (MBD 5) regarding the declaration for procurement above R10-million and submitted your company's latest three years audited financial statements (as and when required)?	YES	*YES / NO
6	Have you taken note of the contents of par 5 of MBD 6.1 to substantiate your B-BBEE rating claims. Have you submitted an original, valid or certified copy of your company's B-BBEE certificate to qualify for preference points?	YES	*YES / NO

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

7	Have you completed and signed the following form: MBD7.1 Form - Contract form for rendering of construction work?	YES	*YES / NO
8	Have you completed and signed the MBD 8 – Declaration of bidder's past supply chain management practices and MBD 9 – Certificate of independent bid determination?	YES	*YES / NO
9	Have you completed/signed and submitted the following schedules / documents: - Execution Programme - Contractor's Health & Safety Declaration - Contractor's Safety Plan - Pro-forma notification form i.t.o Occupational & Safety Act 1993, Construction Regulations 2003	YES	*YES / NO
9.1	OSD 1 : Form of intent to provide a performance guarantee	YES	*YES / NO
9.2	OSD 2 : Execution programme		
9.3	OSD 3 : Occupational health and safety declaration form	YES	*YES / NO
9.4	OSD 4 : Contractor's safety plan	YES	*YES / NO
9.5	OSD 5 : Pro forma notification form in terms of the Occupational Health and Safety Act 1993, Construction Regulations, 2003	YES	*YES / NO
9.6	OSD 6 : Transfer of rights	YES	*YES / NO
9.7	OSD 7 : Pro forma contract of employment EPWP	YES	*YES / NO
9.8	OSD 8 : Pro forma monthly labour report	YES	*YES / NO
10	Have you completed the Form of Offer (C1.1) in WORDS as well as in FIGURES ?	YES	*YES / NO
11	Have you completed and signed Part 2 of C1.2 (contract data)	YES	*YES / NO
12	Have you completed and signed the pro-forma: OHS mandatory form?	YES	*YES / NO
13	Have you completed and signed the bill of quantities as well as C2.3 day work schedule?	YES	*YES / NO
14	Do you understand the scope of work that includes the standard specifications/projects specifications and particular specifications?	YES	*YES / NO
15	Have you completed the MBD 3.3 form and carried over your tendered price (VAT inclusive) to Form of Offer (C1.1)?	YES	*YES / NO
16	Is the company registered with the Construction Industry Development Board (CIDB) in terms of the category required in this specification? Have you submit a copy of your CIDB certificate?	YES	*YES / NO

BIDDER'S TENDER DOCUMENTATION DECLARATION CERTIFICATION

I, the undersigned certify that the information furnished on this declaration form is correct, completed and submitted.

Name of Bidder	
Position/Designation	
Signature	
Date	

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

SCHEDULE OF DOCUMENTS

The tender documents for this contract comprises of the following:

THE TENDER

T1: Tendering Procedures

- T1.1 Tender Notice and Invitation to Tender
- T1.2 Tender Data
- T1.3 Standard Conditions of Tender

T2: Returnable Documents

T2.1 List of Returnable Documents

T2.1.1 Returnable Schedules Required for Tender Evaluation Purposes

- Schedule 1 : Resolution of Board of Directors
- Schedule 2 : Resolution of Board of Directors to enter into consortia or JV's
- Schedule 3 : Special Resolution of Consortia or JV's
- Schedule 4 : Schedule of proposed sub-contractors
- Schedule 5 : Commitments of tenderer
- Schedule 6 : Record of addenda to tender documents
- Schedule 7 : Clarification meeting & sit visit attendance certificate
- Schedule 8 : Local & non-local labour
- Schedule 9 : Management and supervisory staff
- Schedule 10 : Registration on Central Supplier Database
- Schedule 11 : Workmen's Compensation registration certificate
- Schedule 12 : Compulsory enterprise questionnaire
- Schedule 13 : Certificate for water & lights
- Schedule 14 : Evaluation Schedule : Tenderer's experience
- Schedule 15 : Evaluation Schedule : Experience of key staff
- Schedule 16 : Capacity to execute & implement the tender evaluation
- Schedule 17 : Implementation plan & methodology
- Schedule 18 : Alterations by tenderer

T2.2.2 Compulsory Municipal Bid Documentation

- MBD 2 : Tax clearance certificate
- MBD 4 : Declaration of Interest
- MBD 5 : Declaration for procurement above R10-million
- MBD 6.1 : Preference Certificate
- MBD 7.1 : Contract form for rendering of construction work (Part 1)
- MBD 7.1 : Contract form for rendering of construction work (Part 2)
- MBD 8 : Declaration of bidder's past supply chain management practices
- MBD 9 : Certificate of Independent Bid Determination

T2.2.3 Other schedules and documents that will be incorporated into the contract

- OSD1 : Form of intent to provide a performance guarantee
- OSD2 : Execution programme
- OSD3 : Occupational health & safety declaration form
- OSD4 : Contractor's safety plan
- OSD5 : Pro forma notification form in terms of the Occupational Health & Safety Act 1993, Construction Regulations, 2003
- OSD6 : Transfer of rights
- OSD7 : Pro forma contract of employment EPWP
- OSD8 : Pro forma monthly labour report

THE CONTRACT

C1: Agreement and Contract Data

C1.1 Form of Offer and Acceptance

C1.1.1 Form of Offer

C1.1.2 Form of Acceptance

C1.1.3 Schedule of Deviations

C1.2 Contract Data

C1.2.1 Conditions of Contract

C1.2.2 Part 1: Data provided by the Employer

C1.2.3 Part 2: Data provided by the Service Provider

C1.2.4 Contract price adjustment schedule

C2: Pricing Data

C2.1 Pricing Instructions

C2.2 MBD 3.1: Bid Price

C3: Scope of Work

C3.1 Standard specifications

C3.2 Project specifications

C3.3 Particular specifications

C3.4 Day work schedule

ANNEXURES

1. Construction OHS environment audit system
2. Guidelines for the development of a health & safety plan
3. Guide to riskassessment

General Conditonsof Contract

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

THE TENDER

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

T1 TENDERING PROCEDURES

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

TENDER NOTICE & INVITATION TO TENDER



RE-TENDER NO: NKO 45/2021

THE SUPPLY AND CONSTRUCTION OF ASPHALT SURFACE, BASE CORRECTION, MILLING AND REPLACE WITH BTB, SLURRY SEAL, CRACK SEALING AND CHIP AND SPRAY: KOMATIPOORT

The Nkomazi Municipality cordially invites interested parties to tender / bid for THE SUPPLY AND CONSTRUCTION OF ASPHALT SURFACE, BASE CORRECTION, MILLING AND REPLACE WITH BTB, SLURRY SEAL, CRACK SEALING AND CHIP AND SPRAY: KOMATIPOORT, In terms of Section 110 of the Municipal Finance Management Act, 2003 (No.56 of 2003). Tenders will be evaluated on 80/20 points system in line with Nkomazi Municipality Supply Chain Management Policy. Part of the conditions of this tender is that the service provider's attention is drawn towards the requirement of MBD 6.2 (Local Content) as per attached Annexure in the document: as such all products, materials and components are 100% respectively locally manufactured. Tenderers should have a minimum CIDB grading of 6SB or higher.

Tender documents with complete details is available upon payment of a non-refundable amount of R1334.95 on each tender document or can be downloaded for free from the Nkomazi Local Municipality Website. Tender documents will be available from 10/12/2021 and can be obtained at Nkomazi Local municipality: Budget and Treasury (Old Malalane Taxi Rank) Impala Street from the Cashiers Desk from 07h45 to 15h30 (Monday to Friday).

An optional or non-compulsory tenderer and site briefing session will be held on 14/12/2021 at 10h00 at Municipal Town Hall (Kobwa Hall) at Fish Eagle.

Completed Bid documentation must be deposited in the tender box at office of the Nkomazi Municipality, 9 Park Street, Malalane, not later than 12h00 on/before the closing date of 10/01/2022. Tenders/Bids must be submitted in a sealed envelope or container on which the tender bid number and addressee is clearly marked. No bids transmitted by fax or email will be accepted. It must be noted that the municipality is not bound to accept lowest or any tender.

Tender / bid documentation which is incomplete or filled incorrectly or not filled in on the official bid documentation or which is received after the close of the bids will be ignored. It must be noted that the tender submitted in a wrong tender box will not be considered. Nkomazi Local Municipality supports empowerment of the previously disadvantaged and SMMEs

For general enquiries contact Ms. F Ndlovu at 013 7900245
For technical enquiries contact Mr JZ Ntsabo at 013 7900145


MD Ngwenya
Municipal Manager

08/12/2021
Date

T1.2 TENDER DATA

CLAUSE NO.	
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of CIDB standard uniformity in construction procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers in this tender in the section T1.3 of the tender data.</p> <p>The Standard Conditions of Tender for procurement makes several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender for procurement other than disposals.</p> <p>Each item of data given below is cross-referenced to the relevant clause in the above mentioned Standard Conditions of Tender.</p>
1.1	The employer is the Nkomazi Local Municipality
1.2	<p>The single volume approach is adopted for this contract.</p> <p>The list of returnable documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the returnable documents including the fully priced Pricing Schedule, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the single volume procurement document back to the Nkomazi Local Municipality bound up as it was when it was received.</p> <p>The tender documents issued by the employer comprise of the following:</p> <p>TENDER</p> <p>Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data T1.3 – Standard Conditions of Tender</p> <p>Part T2: Returnable documents T2.1 List of returnable documents T2.2 Returnable schedules</p> <p>CONTRACT</p> <p>Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data</p> <p>Part C2: Pricing Schedule C2.1 Pricing Instructions and Schedule C2.2 Priced fees and disbursements</p> <p>Part C3: Terms of reference C3 Terms of reference</p> <p>Part C4: Site information</p>

CLAUSE NO.	
1.4	<p>The employer's agent is:</p> <p>Name : Mr. J.Z Ntsabo Pr Tech Eng Capacity : Director Infrastructure Development Address : Nkomazi Local Municipality Private Bag x101, Malelane, 1320 Tel: (013) 790 0145 E-mail: jzntsabo@gmail.com</p>
1.5	<p>The employer's right to accept or reject any tender offer: The employer is not obliged to accept the lowest or any tender offer</p>
1.6.2.1	A competitive negotiation procedure will not be followed
2.1.1	<p>Eligibility</p> <p>A tenderer will not be eligible to submit a tender if:</p> <ul style="list-style-type: none"> (a) The contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the employer's procurement due to corrupt or fraudulent practices; (b) The tenderer does not have the legal capacity to enter into the contract; (c) The contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing; (d) The tenderer does not comply with the legal requirements stated in the employer's procurement policy; (e) The tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract; (f) The tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract; (g) Only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff are eligible to submit tenders; (h) Only those tenderers who are registered with the CIDB as defined in the Regulations 9 June 2004 and 22 July 2005), in terms of the CIDB Act No. 38 of 2000, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6SB or higher CIDB class of construction work, are eligible to submit tenders. <p>Joint ventures are eligible to submit tenders provided that:</p> <ul style="list-style-type: none"> (a) every member of the joint venture is registered with the CIDB; (b) the lead partner has a contractor grading designation in the 6SB or higher CIDB class of construction work; and

CLAUSE NO.													
2.1.1	<p>(c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a/an 6SB or higher CIDB class of construction work.</p> <p>Only those tenderers who score a minimum score of 70 points in respect of the following functionality criteria will proceed to the price and preference goals.</p> <table border="1" data-bbox="395 488 1453 875"> <thead> <tr> <th>Description of Quality Criteria</th><th>Maximum number of tender evaluation points</th></tr> </thead> <tbody> <tr> <td>Tenderer's experience</td><td>40</td></tr> <tr> <td>Experience of key staff and capacity</td><td>10</td></tr> <tr> <td>Construction plant</td><td>30</td></tr> <tr> <td>Implementation plan and methodology</td><td>20</td></tr> <tr> <td>Maximum total evaluation points for quality (M_s)</td><td>100</td></tr> </tbody> </table>	Description of Quality Criteria	Maximum number of tender evaluation points	Tenderer's experience	40	Experience of key staff and capacity	10	Construction plant	30	Implementation plan and methodology	20	Maximum total evaluation points for quality (M_s)	100
Description of Quality Criteria	Maximum number of tender evaluation points												
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Experience of key staff and capacity	10												
Construction plant	30												
Implementation plan and methodology	20												
Maximum total evaluation points for quality (M_s)	100												
2.7	<p>Site visit and clarification meeting</p> <p>The arrangements for the non - compulsory site inspection visit and clarification meeting are as follows:</p> <p>Location : Nkomazi Local Municipality - Kobwa Hall</p> <p>Date : 14/12/2021 Starting time : 10H00</p> <p>Enquiries and confirmation of attendance at least one full working day in advance regarding the meeting and site inspection may be directed to:</p> <p>Name : J.Z Ntsabo Pr Tech Eng Telephone No. : 013 790 0145 E-Mail address : jzntsabo@gmail.com</p> <p>Tenderers must sign the attendance list in name of the tendering entity. Addenda will be issued and tenders will be received only from those tendering entities appearing on the attendance list.</p>												
2.8	<p>The closing time for submission of tender offers is as indicated in the tender notice and invite</p>												
2.11	<p>Alterations to document</p> <p>A tender offer shall not be considered if alterations have been made to the forms of tender data or contract data (unless such alterations have been duly authenticated by the tenderer) or if any particulars required therein have not been completed in all respects. Authenticated alterations must be attached to schedule 6 – record of addenda to tender documents.</p>												

CLAUSE NO.	
2.12.1	<p>Alternative tender offers</p> <p>If tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the employer's standards and requirements, the details of which may be obtained from the employer's agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed pricing data must be submitted with the alternative tender offer to enable the employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the employer's standards and requirements.</p> <p>The modified tender data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the employer's costs of confirming the acceptability of the detailed design before it is constructed.</p> <p>Alternative tender offers must be clearly indicated on schedule 19 and completed detail of alternative offer to be attached to the tender document.</p>
2.13.3	Additional copies of the tender offer, document will not be required
2.13.5 2.13.7	<p>The employer's address for delivery of tender offers and identification details to be shown on such tender offer package are:</p> <p>Location of tender box : Nkomazi Local Municipality Physical address : Private Bag x101 Malelane, 1320</p> <p>Identification details:</p> <p>As indicated in the tender notice TENDER NO. NKO 45/2021 - THE SUPPLY AND CONSTRUCTION OF ASPHALT SURFACE, BASE CORRECTION, MILLING AND REPLACE WITH BTB, SLURRY SEAL, CRACK SEALING AND CHIP AND SPRAY: KOMATIPOORT</p>
2.13.6 3.5	
2.19	The site of works is located at Nkomazi Local Municipality Area (MP313) . If required by the tenderer's, a site inspection will be arranged immediately after the clarification meeting (on the same day of the clarification)
2.22	<p>Return of other documents</p> <p>All retained tender documents must be returned within 28 days after the expiry of the validity period</p>

CLAUSE NO.	
2.23	<p>Certificates</p> <p>The tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> 1. A certificate of contractor registration issued by the Construction Industry Development Board and
3.4	<p>The location for opening of the tender offers, immediately after the closing time thereof shall be at:</p> <p>Time: 12H00 hours on 10 / 01 /2022</p> <p>Location" 09 Park Street, Malelane Civic Centre</p>
3.11	<p>The procedure for the evaluation of responsive tenders is method 1 accounting to the 80/20 point system.</p> <p>The total number of tender evaluation points for preferences to may be claimed is indicated in MBD 6.1</p>
3.13.1	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> (a) the tender offer is signed by a person authorised to sign on behalf of the tenderer; (b) the tenderer is registered on the Central Supplier Database; (c) the tenderer is not in arrears for more than three (3) months with municipal rates and taxes and municipal service charges; (d) the tenderer's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003, is included with his tender submission; (e) a tenderer who submitted a tender as a Joint Venture has included an acceptable joint venture agreement with his tender; (f) the tenderer or a competent authorised representative of the contractor who submitted the tender has attended the compulsory clarification meeting or site inspection; (g) the tenderer who submits the tender has been registered with the Construction Industry Development Board in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the CIDB Regulations 2003 promulgated in terms of the act, or if the contractor can submit proof or evidence that he will be able to register within 10 days of the closing date for submission of tenders; (h) the tenderer or any of its principals is <u>not</u> listed on the register of tender defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;

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	<p>(i) the tenderer has <u>not</u> abused the employer's supply chain management system or has failed to perform on any previous contract and has been given a written notice to this effect;</p> <p>(j) the tenderer or any of its principals, directors or managers is <u>not</u> employed in the service of the State or any municipality. In the event that such principals are involved, official approval from the executing authority regarding carrying out remunerative work outside of the public service must be included in the tender submission;</p> <p>(k) the employer is satisfied that the tenderer or any of his principals have <u>not</u> <u>influenced</u> the tender offer and acceptance by the following criteria:</p> <ul style="list-style-type: none"> i) having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this contract; ii) having acted in a fraudulent or corrupt manner in obtaining or executing this contract; iii) having approached an officer or employee of the employer or the employer's agent with the objective of influencing the award of a contract in the tenderer's favour; iv) having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from tendering for this contract or as to the amount of the tender to be submitted by either party; v) having disclosed to any other person, firm or company other than the employer, the exact or approximate amount of his proposed tender; vi) the employer may, in addition to using any other legal remedies, repudiate the tender offer and acceptance and declare the contract invalid should it have been concluded already.
3.17	The number of paper copies of the signed contract to be provided by the employer is one

The following conditions must be complied with:

Failure to comply with the following will render the tenderer liable to rejection:

- All pages must be completed, and all pages form part of the tender document, therefore no page removal is allowed.
- Scratching out / painting over rates / use of correcting fluid is not allowed.
- Failure to attend compulsory site inspections / compulsory briefing sessions in case is required.
- Failure to submit documents required in this document
- Form of tender not filled and signed and all pages of bid documents not initialed.
- Enterprise particulars not provided.
- The bid has been submitted after the closing date and time.
- Failure to initial or sign all Pages of the Tender documents

Compulsory returnable Documents: failure to return documents below is an automatic disqualification with the exception of the BBBEE Status Certificate

- Attach Copy of SARS Tax Pin or tax clearance certificate
- Copy of Central Supplier Database Registration Report
- Certified copy of Company Registration (CK)
- A certified BBBEE Status certificate that is accredited by South African Accreditation Systems (SANA) or sworn affidavit must be attached for the tenderer to claim the
- Preferential points
- All declarations and authorisations must be duly signed.
- All returnable schedules must be completed
- Attach proof of rates and taxes not later than 3 months/Proof of Residence
- Copy of Authority for signatory (Must be in the company letter head)
- CIDB

Every bid will be scored and awarded points out of a maximum of 100 points.

A fixed 20 points of the maximum of 100 points is allocated to calculate preference in terms of the BBBEE status.

A bidder must not be awarded the points claimed for BBBEE status level of contribution if it is indicated in the bid documents that such a bidder intends sub-contacting more than 25% of the contract value to any other enterprise that does not qualify for a least the same number of points that the bidder qualifies for, unless the intended sub-contractor is and EME that has the capacity and ability to execute the sub-contract.

A contractor is not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have equal or higher B-BBEE status level, unless the intended sub-contractor is an EME that has the capacity and ability to execute the sub-contract

In relation to a designated sector, a contractor must not allow to sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

Any contract awarded on false information furnished by the bidder, may, without derogating from other remedies available to Nkomazi Local Municipality, be cancelled at the sole discretion of Nkomazi Local Municipality

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	BIDDER	WITNESS	EMPLOYER	WITNESS	

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NKOMAZI LOCAL MUNICIPALITY					
BID NUMBER:	NKO 45/2021	CLOSING DATE:	10/01/2022	CLOSING TIME:	12H00
DESCRIPTION	THE SUPPLY AND CONSTRUCTION OF ASPHALT SURFACE, BASE CORRECTION, MILLING AND REPLACE WITH BTB, SLURRY SEAL, CRACK SEALING AND CHIP AND SPRAY: KOMATIPOORT				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS):					

NKOMAZI LOCAL MUNICIPALITY OFFICES

MALELANE CIVIC CENTRE

9 PARK STREET MALELANE

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]

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

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SUPPLY CHAIN UNIT	CONTACT PERSON	Mr J Z Ntsabo
CONTACT PERSON	Miss F Ndlovu	TELEPHONE NUMBER	013 790 00245
TELEPHONE NUMBER	013 7900386	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	jzntsabo@gail.com
E-MAIL ADDRESS	funeka.ndlovu@nkomazi.gov.za		

PART B

TENDER NO.					
BIDDER	WITNESS	EMPLOYER	WITNESS		

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

BID INSTRUCTIONS

1. The tender document(s) have been drafted to ensure that essential information is furnished upon the correct completion of the document(s). Where there is insufficient space, or additional particulars are required to be furnished, such must be provided on a separate annexure, clearly indicated.
2. Tender document(s) may not be retyped or redrafted. Also no photocopies of the original document(s) may be used.
3. Tender document(s) may be completed by mechanical devices such as typewriters; alternatively black ink must be used to fill in the document(s).
4. Tenderer must ensure that no pages are missing from the bid document(s), and that the pages of the bid are numbered consecutively. Nkomazi Local Municipality shall not be held liable with regard to claims arising from the fact that pages are missing or duplicated.
5. Firm tender prices (rates) and delivery periods are preferred, and tenders must clearly state whether prices and delivery periods will remain firm for the duration of the contract or not.
6. Tenderer must be strictly to specification. In cases where items are not to specification, deviations must be clearly indicated. It must also be noted that supplier/tenderer may quote for other items other than the one indicated on the schedule of quantity on a separate sheet, but it would not form part of items to be evaluated for.
7. Tender prices must be quoted in South African currency and in the specified units, unless the contrary is clearly indicated.
8. All the documents herewith form part of the bid and failure to comply with any part thereof may invalidate a bid.
9. Nkomazi Local Municipality may issue Briefing Notes during the briefing session which may contain amendments or information that may assist bidders in articulating their bids.
10. It is advisable that Service Providers do attend the briefing session though it is not compulsory, but for explanation and clarity service providers are encouraged to attend. It is also important that those who will not make it on the briefing would not be penalised and they will be allowed to contact the office for clarity.
11. Nkomazi Local Municipality does not require bidders to attach proof of payment for the purchase of bid document where previously it was a requirement.
12. Tenders must be submitted to the addressee before the closing time. Bids submitted after the closing time shall be considered late, and will not be admitted for consideration.
13. The contractor/Service provider shall not abandon, transfer, assign or sublet a contract or part thereof without prior written consent of the council.
14. It is an irrefutable condition of this contract that the successful tenderer will have to negotiate and conclude a service level agreement with the council

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T1.3 STANDARD CONDITIONS OF TENDER

1 GENERAL

1.1 Actions

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 clause 2 and clause 3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices

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:

- a) 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.
 - b) 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.
- 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

1.2 Tender documents

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

1.3 Interpretation

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.

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

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 organization 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 organization which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

1.4 **Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing 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.

1.5 **The employer's right to accept or reject any tender offer**

- 1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.
- 1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

1.6 **Procurement procedures**

1.6.1 **General**

Unless otherwise stated in the tender data, a contract will, subject to **clause 3.13**, be concluded with the tenderer who in terms of **clause 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.

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1.6.2 Competitive negotiation procedure

- 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 clause 3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of clause 3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.
- 1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of clause 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.
- 1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
- 1.6.2.4 The contract shall be awarded in accordance with the provisions of clause 3.11 and clause 3.13 after tenderers have been requested to submit their best and final offer.

2 TENDERER'S OBLIGATIONS

2.1 Eligibility

- 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.
- 2.1.2 Submit a tender offer only if the tenderer satisfies that the minimum score for functionality criteria will be met.
- 2.1.3 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.

2.2 Cost of tendering

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

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2.3 Check documents

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

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.

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.

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.

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.

2.8 Seek clarification

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

2.9 Insurance

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

2.10 Pricing the tender offer

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

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

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.

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.

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2.11 Alterations to documents

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

2.12 Alternative tender offers

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.

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

2.13 Submitting a tender offer

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

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.

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.

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.

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.

2.13.6 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.

2.13.7 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.

2.13.8 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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.

2.15 Closing time

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

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.

2.16 Tender offer validity

2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period (not less than 90 days) stated in the tender data after the closing time stated in the tender data.

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.

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.

2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of **clause 2.13** with the packages clearly marked as "SUBSTITUTE".

2.17 Clarification of tender offer after submission

2.17.1 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:

Clause 2.17.1 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.

2.18 Provide other material

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.

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

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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.

2.20 Submit securities, bonds, policies etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

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.

2.22 Return of other tender documents

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

2.23 Certificates

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

3 THE EMPLOYER'S UNDERTAKINGS

3.1 Respond to requests from the tenderer

3.1.1 Unless otherwise stated in the tender data, respond to a request for clarification received up to five working days before the tender closing time stated in the tender data and notify all tenderers who drew procurement documents.

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.

3.2 Issue addenda

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

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.

3.4 Opening of tender submissions

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.

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

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

3.5 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.

3.6 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.

3.7 Test for responsiveness

3.7.1 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.

3.7.2 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.

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

3.7.3 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.

3.8 **Arithmetical errors, omissions and discrepancies**

3.8.1 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.

3.8.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with **clause 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.

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

3.8.4 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.

3.9 **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.

3.10 **Evaluation of tender offers**

3.10.1 **General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

3.10.2 **Method 1: Financial offer, quality and preference**

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

- a) Score each tender in respect of the financial offer made, quality and preferences claimed, if any, in accordance with the provisions of **clause 3.11.3, clause 3.11.4 and clause 3.11.5**
- b) Score each of the criteria and sub-criteria for quality in accordance with the provisions of the tender data. Calculate the total number of tender evaluation points for quality using the formula in clause 3.11.5.
- c) Only tender who score the minimum required points will proceed to price and preference evaluation stage.
- d) Score the financial offers of remaining responsive tender offers using the formula in clause 3.11.3.
- e) Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.
- f) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

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

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with **clause 3.11.3**;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with **clause 3.11.4**.

- g) Rank tender offers from the highest number of tender evaluation points to the lowest.
- h) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- i) Re-score and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated

3.10.3 Decimal places

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

3.10.4 Scoring financial offers

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

$$N_{FO}$$

$$= W_1 \times A$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer.

W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the tender data.

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

A is a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

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

3.10.4 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.

3.10.5 Scoring quality

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

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

$$N_Q = W_2 \times S_Q / M_S$$

Where: S_Q is the score for quality allocated to the submission under consideration;

M_S is the maximum possible score for quality in respect of a submission; and

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

3.11 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.

3.12 Acceptance of tender offer

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

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

3.13 **Prepare contract documents**

3.13.1 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.

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

3.14 **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.

3.15 **Notice to unsuccessful tenderers**

3.15.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

3.15.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

3.15.3 Unsuccessful forms / documents will be disposed of after 24 months.

3.16 **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.

3.17 **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.

T2 RETURNABLE DOCUMENTS

TENDER NO.					
		BIDDER	WITNESS	EMPLOYER	WITNESS

T2.1 LIST OF RETURNABLE DOCUMENTS

1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

- 1.1 Schedule 1 : Resolution of Board of Directors
- 1.2 Schedule 2 : Resolution of Board of Directors to enter into consortia or JV's
- 1.3 Schedule 3 : Special Resolution of Consortia or JV's
- 1.4 Schedule 4 : Schedule of proposed sub-contractors
- 1.5 Schedule 5 : Commitments of Tenderer
- 1.6 Schedule 6 : Record of Addenda to tender document
- 1.7 Schedule 7 : Clarification meeting & sit visit attendance certificate
- 1.8 Schedule 8 : Local & non-local labour
- 1.9 Schedule 9 : Management and supervisory staff
- 1.10 Schedule 10 : Workmen's Compensation registration certificate
- 1.11 Schedule 11 : Compulsory enterprise questionnaire
- 1.12 Schedule 12 : Registration on Central Supplier Database
- 1.13 Schedule 13 : Certificate for water and lights
- 1.14 Schedule 14 : Application to register on supplier database
- 1.15 Schedule 15 : Evaluation Schedule :Tenderer's experience
- 1.16 Schedule 16 : Evaluation Schedule : Experience of key staff
- 1.17 Schedule 17 : Capacity to execute & implement the tender evaluation
- 1.18 Schedule 18 : Implementation plan and methodology
- 1.19 Schedule 19 : Alterations by tenderer

2 COMPULSORY MUNICIPAL BID DOCUMENTATION

- 2.1 MBD 1 : Invitation to Bid
- 2.2 MBD 2 : Tax clearance certificate
- 2.3 MBD 4 : Declaration of interest
- 2.4 MBD 5 : Declaration for procurement above R10-million
- 2.5 MBD 6.1 : Preference certificate
- 2.6 MBD 7.1 : Contract form for rendering of construction work (Part 1)
- 2.7 MBD 7.1 : Contract form for rendering of construction work (Part 2)
- 2.8 MBD 8 : Declaration of bidder's past supply chain management practices
- 2.9 MBD 9 : Certificate of Independent Bid Determine

3 OTHER SCHEDULES AND DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

- 3.1 OSD1 : Form of intent to provide a performance guarantee
- 3.2 OSD2 : Execution programme
- 3.3 OSD3 : Occupational health and safety declaration form
- 3.4 OSD4 : Contractor's safety plan
- 3.5 OSD5 : Pro forma notification form in terms of the Occupational Health and Safety Act 1993, Construction Regulations, 2003
- 3.6 OSD6 : Transfer of rights
- 3.7 OSD7 : Pro forma contract of employment EPWP
- 3.8 OSD8 : Pro forma monthly labour report

THE CONTRACT

C1: Agreement and Contract Data

C1.1 Form of Offer and Acceptance

C1.1.1 Form of Offer

C1.1.2 Form of Acceptance

C1.1.3 Schedule of Deviations

C1.2 Contract Data

C1.2.1 Conditions of Contract

C1.2.2 Part 1: Data provided by the Employer

C1.2.3 Part 2: Data provided by the Service Provider

C1.2.4 Contract price adjustment schedule

C2: Pricing Data

C2.1 Pricing Instructions

C2.2 MBD 3.1: Bid Price

C3: Scope of Work

C3.1 Standard specifications

C3.2 Project specifications

C3.3 Particular specifications

C3.4 Day work schedule

ANNEXURES

1. Construction OHS environment audit system
2. Guidelines for the development of a health and safety plan
3. Guide to riskassessment

General Conditions of Contract

**T2.1.1 RETURNABLE SCHEDULES FOR TENDER EVALUATION
PURPOSES**

TENDER NO.					
		BIDDER	WITNESS	EMPLOYER	WITNESS

SCHEDULE 1

RESOLUTION OF BOARD OF DIRECTORS

Resolution of a meeting of the Board of *Directors / Members / Partners of:

		(Enterprise Name)
Held at	(place)	
on	(date)	

RESOLVED that:

1.	The enterprise submits a bid / tender to the Nkomazi Local Municipality in respect of the following project:	
	TENDER 45/2021 :THE SUPPLY AND CONSTRUCTION OF ASPHALT SURFACE, BASE CORRECTION, MILLING AND REPLACE WITH BTB, SLURRY SEAL, CRACK SEALING AND CHIP AND SPRAY: KOMATIPOORT	
	Mr/Mrs/Ms	
	in his/her capacity a:	(Position in the Enterprise)
2.	and who will sign as follows:	(Authorized Signature)
be, and is hereby, authorized to sign the bid / tender, and any and all other documents and/or correspondence in connection with and relating to the bid /tender, as well as to sign any contract, and any and all documentation, resulting from the award of the bid / tender to the enterprise mentioned above.		

Directors / Members / Partners of:

	NAME	CAPACITY	SIGNATURE
1			
2			
3			
5			

Note:

- *Delete which is not applicable*
- NB.** This resolution must be signed by all the directors / members / partners of the bidding enterprise
- Should the number of directors / members/partners exceed the space available above, additional names and signatures must be supplied on a separate page

ENTERPRISE STAMP

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

SCHEDULE 2

RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA / J/V

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

		(Enterprise Name)
Held at		
	(place)	
On		
	(date)	

RESOLVED that:

1.	The enterprise submits a bid / tender, in consortium/joint venture with the following enterprises:		
	(List all the legally correct full names and registration numbers, if applicable, of the enterprises forming the consortium / joint venture)		
	To the to the Nkomazi Local Municipality in respect of the following project		
	TENDER 45/2021 :THE SUPPLY AND CONSTRUCTION OF ASPHALT SURFACE, BASE CORRECTION, MILLING AND REPLACE WITH BTB, SLURRY SEAL, CRACK SEALING AND CHIP AND SPRAY: KOMATIPOORT		
2.	Mr/Mrs/Ms		
	in his/her capacity as	(Position in the Enterprise)	
	and who will sign as follows	(Authorized Signature)	
2.1	be, and is hereby, authorized to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.		
2.2	The enterprise accepts joint and several liability with the parties listed under item 2 above for the due fulfillment of the obligations of the joint venture deriving from, and in any way connected with, the contract to be entered into with the department in respect of the project described under item 1 above.		
2.3	The enterprise chooses as its <i>domiciliumcitandi et executandi</i> for all purposes arising from this joint venture agreement and the contract with the department in respect of the project under item 1 above		
i)	Physical address		
	ii)	Postal address	
			(Code)
iii)	Telephone number		
iv)	Fax Number		

RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

Directors / Members / Partners of:

	NAME	CAPACITY	SIGNATURE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

1. *Delete which is not applicable*
2. **NB.** *This resolution must be signed by all the directors / members / partners of the bidding enterprise*
3. *Should the number of directors / members/partners exceed the space available above, additional names and signatures must be supplied on a separate page*

Enterprise Stamp

SCHEDULE 3

SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorized representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below:

	LEGAL ENTITIES (ENTERPRISE) NAME	ENTITY REGISTRATION NUMBER	AUTHORIZED SIGNATURE
1			
2			
3			
4			

Held at		(place)
on		(date)

RESOLVED that:

1.	The above-mentioned enterprises submit a bid in consortium/joint venture to the Nkomazi Local Municipality in respect of the following project		
	TENDER 45/2021 :THE SUPPLY AND CONSTRUCTION OF ASPHALT SURFACE, BASE CORRECTION, MILLING AND REPLACE WITH BTB, SLURRY SEAL, CRACK SEALING AND CHIP AND SPRAY: KOMATIPOORT		
2.	Mr/Mrs/Ms		
	in his/her capacity as	(Position in the Enterprise)	
	and who will sign as follows	(Authorized Signature)	
	be, and is hereby, authorized to sign the bid, and any and all other documents and/or correspondence in connection with and relating to the bid, as well as to sign any contract, and any and all documentation, resulting from the award of the bid to the enterprises in consortium/joint venture mentioned above.		

- (a) The enterprises constituting the consortium/ joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

--

- (b) The enterprises to the consortium/ joint venture accept joint and several liabilities for the due fulfillment of the obligations of the consortium/ joint venture deriving from, and in any way connected with, the contract entered into with the municipality in respect of the project described under item 1 above.

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

Any of the enterprises to the consortium/ joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the department 30 days written notice of such intention. Notwithstanding such decision to terminate, the enterprises shall remain jointly and severally liable to the

- (c) municipality for the due fulfillment of the obligations of the consortium / joint venture as mentioned under item C above.
- (d) No enterprise to the consortium/ joint venture shall, without the prior written consent of the other enterprises to the consortium/ joint venture and of the municipality, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the contract with the municipality referred to herein.
- (e) The enterprises choose as the *domicilium citandi et executandi* of the consortium/ joint venture for all purposes arising from the consortium/joint venture agreement and the contract with the municipality in respect of the project under item A above:

Physical address	
Postal address	
	(Code)
Telephone number	
Fax Number	

Note

1. Delete which is not applicable
2. **NB.** This resolution must be signed by all the duly authorized representatives of the legal entities to the consortium/ joint venture submitting this bid
3. Should the number of duly authorized representatives of the legal entities joining forces in this bid exceed the space available above, additional names and signatures must be supplied on a separate page
4. Resolutions, duly completed and signed, from the separate enterprises who participate in this consortium/ joint venture must be attached to the special resolution.

SCHEDULE 4

SCHEDULE OF PROPOSED SUB-CONTRACTORS

We notify you that it is our intention to employ the following sub-contractors for work in this contract. If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed sub-consultants in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us. We agree we will not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for such preference.

	NAME AND ADDRESS OF PROPOSED SUB-CONTRACTOR	NATURE AND EXTENT OF WORK	PREVIOUS EXPERIENCE WITH SUB-CONTRACTOR
1			
2			
3			
4			
5			

NAME OF REPRESENTATIVE	SIGNATURE	CAPACITY	DATE

NAME OF ORGANIZATION	
----------------------	--

TENDER NO.					
------------	--	--	--	--	--

SCHEDULE 5

COMMITMENTS OF TENDERER

Kindly provide particulars of commitments which the tenderer is presently engaged and/or involved with:

CURRENT PROJECTS / CONTRACT	ORGANIZATION	CONTACT PERSON NAME	CONTACT TEL. NO.	CONTRACT AMOUNT	CONTRACT PERIOD	DATE OF COMMENCEMENT	SCHEDULED DATE OF COMPLETION
1.							
2.							
3.							
4.							
5.							

NAME OF REPRESENTATIVE	SIGNATURE	DATE

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

SCHEDULE 6

RECORD OF ADDENDA TO TENDER DOCUMENTS

I / we confirm that the following communications received from the Nkomazi Municipality before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

Attach communication requirement by municipality amending the tender documents.

	DATE	TITLE OR DETAILS
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

I / we confirm that no communications were received from the Nkomazi Municipality before the submission of this tender offer, amending the tender documents.

NAME OF REPRESENTATIVE	SIGNATURE	DATE

TENDER NO.				
	BIDDER	WITNESS	EMPLOYER	WITNESS

SCHEDULE 7

CLARIFICATION MEETING& SITE VISIT ATTENDANCECERTIFICATE

LOCATION	Nkomazi Local Municipality, Kobwa Hall	DATE	14/12/2021	TIME	10H00
----------	---	------	------------	------	-------

This is to certify that, I	
representing	
in the company of	
attended the clarification meeting and site visit on	

I have made myself familiar with all conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the clarification meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

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

NAME OF REPRESENTATIVE	SIGNATURE	DATE

Attendance of the above persons at the meeting is confirmed by the employers' representative

NAME OF MUNICIPAL REPRESENTATIVE	SIGNATURE	DATE

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

SCHEDULE 8

LOCAL & NON-LOCAL LABOUR

In order to complete the works under this contract, I / we propose that the following labour be employed:

Number of local labour	
Number of non-local labour	
TOTAL labour employed	

NAME OF REPRESENTATIVE	SIGNATURE	DATE

In order to complete the works under this contract (.....) of the contract must be local labour. Indicate in the schedule the proposed labour to be employed.

Note:

Also note other schedule documents (OSD) 7 and 8 which must be completed on a monthly basis under the EPWP requirements for local and non-labour.

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

SCHEDULE 9

MANAGEMENT & SUPERVISORY STAFF

In order to manage and supervise this project the following are the key staff we propose to be on site:

NAME	ROLE i.e. MANAGERIAL OR SUPERVISORY	EXPERIENCE (YEARS)	NQF LEVEL COMPLETED (SEE SD8-1)

NAME OF REPRESENTATIVE	SIGNATURE	DATE

SCHEDULE 10

WORKMEN'S COMPENSATION REGISTRATION CERTIFICATE

(COMPENSATION FOR OCCUPATIONAL INJURIES & DISEASES ACT NO. 130 OF 1993)

A certified copy of the certificate or proof of payment thereof obtained from the Workmen's Compensation Commissioner to be inserted here.

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

SCHEDULE 11

COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise

Section 2: VAT registration number, if any

Section 3: Particulars of sole proprietors and partners in partnerships

No	Name*	Identity Number*	Personal Income Tax Number*
3.1			
3.2			
3.3			

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

Section 4: Particulars of companies and close corporations

4.1	Company Registration number	
4.2	Close corporation number	
4.3	Tax reference number	

Section 5: Record in the 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:

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 legislation	<input type="checkbox"/>	A member of an accounting authority of any national or provincial public entity	<input type="checkbox"/>
A member of the National Assembly or the National Council of Province	<input type="checkbox"/>	An employee of Parliament or a provincial legislature	<input type="checkbox"/>
A member of the board of directors of any municipal entity	<input type="checkbox"/>	An official of any municipality or municipal entity	<input type="checkbox"/>

Name of sole proprietor, partner in a partnership or 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

Section 6: Records of spouses, children and parents in the service of the state

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

A member of any municipal council		An employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management act, 1999 (act 1 of 1999)	
A member of any provincial legislature		A member of an accounting authority of any national or provincial public entity	
A member of the National Assembly or the National Council of Province.		An employee of Parliament or a provincial legislature	
A member of the board of directors of any municipal entity		An official of any municipality or municipal entity	

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

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

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- 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.
- 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 frauds or corruption;
- confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Note: insert separate page if necessary

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
CAPACITY	DATE

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

SCHEDULE 12

NOTICE OF SUPPLY CHAIN MANAGEMENT APPLICATION FOR REGISTRATION ON CENTRAL SUPPLIER DATABASE

Par 14(1)(a) of the municipal supply chain management policy states that the municipality must keep a list of accredited prospective providers of goods and services that must be used for the procurement requirements.

The purpose of this notice is to obtain proof that the service provider is registered on the Central Supplier Database. **Registration is COMPULSORY in order to conduct business with Nkomazi Local Municipality.** The database will be used to verify the accreditation of a supplier before an award can be made.

Each bidder must complete the below checklist (please tick with an X where appropriate).

QUESTIONS		YES	NO
1.	Is your company registered on the Central Supplier Database?		
2.	If yes, provide the following details:		
2.1	▪ CSD registration number	MAAA	
2.2	▪ Unique CSD number		
I, (insert full name)			
of (insert physical address)			
being a Director, Principal Shareholder, owner of company (insert company name)			
hereby confirms that, the information submitted in this form is accurate, to the best of my knowledge			
SIGNATURE			
5.	VERIFICATION BY NKOMAZI LOCAL MUNICIPALITY OFFICIAL		
I, (insert full name)			
in the capacity as			
hereby confirms that the information submitted by the service provider was verified with the Central Supplier Database and found as correct to be the best of my knowledge			
SIGNATURE			

SCHEDULE 13

CLEARANCE CERTIFICATE FOR WATER & LIGHTS

Section 45(1)(d) of Municipal Supply Chain Regulations requires that the municipality must reject a bidder whose municipal rates and taxes are in arrears for more than three months.

The purpose of this schedule is to obtain proof that municipal services, rates and taxes of the service provider are not in arrears for more than three months, with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business.

Each bidder must complete the below checklist. Important: if you fail to complete this form, the bid will be non-responsive. (Please tick with **X** where appropriate):

QUESTIONS		YES	NO
1.	Is your municipal rates and taxes account up to date / current (not in arrears for more than three months)?		
2.	If yes, provide the following details:		
2.1	▪ Municipality name		
2.2	▪ Municipal account number		
3.	If yes, please attached proof in the form of the original or certified copy of the bidder's municipal rates and taxes account not older than 3 months		
4.	Does the bidder lease / rent the property where the business is situated?		
5	If yes, provide the following details:		
5.1	▪ Landlord name		
5.2	▪ Address property is situated		
5.3	▪ Contact number of landlord		
6.	Please attach the copy of the lease agreement signed by the landlord / lessor and the tenant / lessee as proof		
I, (Insert full name)			
of (insert physical address)			
being a Director, Principal Shareholder, owner of company (Insert company name)			
Hereby confirms that, the information submitted in this form is accurate, to the best of my knowledge			
SIGNATURE			

*** IMPORTANT: IF YOU FAIL TO COMPLETE THIS FORM, PLEASE REGARD YOUR QUOTE AS NON RESPONSIVE**

SCHEDULE 14

EVALUATION SCHEDULE : TENDERER'S EXPERIENCE

The following is a statement of major works of a similar nature successfully executed by myself/ourselves (see clause 2.1(3) of the tender data.

The experience of the tenderer in similar projects or nature or similar areas and conditions in relation to the scope of work for TENDER 45/2021 :THE SUPPLY AND CONSTRUCTION OF ASPHALT SURFACE, BASE CORRECTION, MILLING AND REPLACE WITH BTB, SLURRY SEAL, CRACK SEALING AND CHIP AND SPRAY: KOMATIPOORT

"will be evaluated.

Briefly describe company or individual experience in regard to the above scope of work and attach this to this schedule.

NB: Proof of previous work history must be attached for e.g. purchase order, appointment or reference letter etc.

A summary of the relevant work experience in line with the scope of work should be indicated in the table below: (Any additional information regarding previous work experience can be attached to this schedule).

Employer, contact person and telephone number, where available	Description of work (service)	Value of work (i.e. the service provided) inclusive of VAT (Rand)	Date completed

The scoring of the tenderer's experience will be as follows:

No score	No information provided
Poor (score 05)	Tenderer has successfully completed 3 similar projects with a construction value equal or greater than R5 000 000.00
Satisfactory (score 20)	Tenderer has successfully completed 4 similar projects with a construction value greater than R5 000 000.00
Good (score 30)	Tenderer has successfully completed 4 similar projects with a construction value greater than R6 500 000.00
Very good (score 40)	Tenderer has successfully completed 5 similar projects with a construction value greater than R8 000 000.00

NB: Only bidders who score a minimum of 70 points will be further evaluated on price and BBBEE.

I the undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED AT	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	NAME AND CAPACITY

TENDER NO.					
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SCHEDULE 15

EVALUATION SCHEDULE PROPOSED ORGANIZATION, STAFFING & KEY STAFF EXPERIENCE

The experience of the tenderer in similar projects or nature or similar areas and conditions in relation to the scope of work for **TENDER 45/2021 :THE SUPPLY AND CONSTRUCTION OF ASPHALT SURFACE, BASE CORRECTION, MILLING AND REPLACE WITH BTB, SLURRY SEAL, CRACK SEALING AND CHIP AND SPRAY: KOMATIPOORT** will be evaluated.

The tenderer should indicate the company high level organizational structure and composition of their team responsible for this project. The key staff members involved with their main disciplines and or roles of responsibilities (job descriptions) must be attached to this page as well as the proposed technical and support staff allocated to work on the project to successfully implement this tender.

Experience of the key staff (assigned personnel) in relation to the scope of work will be evaluated from three different points of view:

- a) General experience (total duration of professional activity), level of education and training and positions held of each key staff member / expert member.
- b) The education, training and experience of the key staff members / experts, in the specific sector, field, subject, etc. which is directly linked to the scope of work.
- c) The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.

In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared. The organization, staffing and key staff should be based on the implementation of one area as per project scope. Tenderers should provide organization structure for complete scope of work which includes the supply and construction of asphalt surface, base correction, milling and replace with BTB, slurry seal, crack sealing and chip and spray

The scoring of the proposed organization and staffing will be as follows:

Non-responsive (score 0)	No information has been provided
Poor (max score 03)	The organization chart is sketchy, the staffing plan is weak in relation to the project, or the staffing schedule is inconsistent with the timing of the most important deliverables. There is no clarity in allocation of tasks and responsibilities and lack of experience.
Satisfactory (max score 05)	The organizational chart is complete, the technical level and composition of the staffing arrangements are adequate and staffing is consistent with both timing and deliverables. Certificate and experience in related field (min 5 years)
Good (max score 07)	The organizational chart is complete, staff are well balanced i.e. they show good coordination, complimentary skills, clear duties and responsibilities, and sufficient number of technical experts relevant to the project. Key staff members of the project team have worked together before and have good experience to implement the project. Diploma/Degree in related field (5-10 years)
Very good (max score 10)	Besides meeting the "good" rating, the proposed team is well integrated and several members have extensive work experience relevant to the scope of work, technical staff has suitable qualifications, and team members have extensively worked together in the past. Diploma/Degree in related field (> 10 years)

NB: Please attach proof of previous work history with certified copies of qualifications etc.

A summary of the relevant work experience should be indicated in the table below: (any additional information regarding previous work experience can be attached to this schedule.

Employer, contact person and telephone number, where available	Description of work (service)	Value of work (i.e. the service provided) inclusive of VAT (Rand)	Date completed

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED AT	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	NAME AND CAPACITY

TENDER NO.					
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SCHEDULE 16

CAPACITY TO EXECUTE & IMPLEMENT THE TENDER EVALUATION (PHYSICAL RESOURCES)

The tenderer needs to indicate the lists of equipment that they presently own or lease or will acquire or hire to successfully implement this contract if the tender. The physical resources should include a list of the main requirements as well as the back-up equipment.

Proof of ownership or lease to acquire physical resources for main and back-up equipment must be attached to the document. Failure to attach may result in no points allocation. All physical resources indicated in the below schedule or attached must be roadworthy.

The vehicles specified below must solely be committed to the operations of the roads reseal project. Replacing equipment/ vehicles will only be allowed with the prior authorization of the municipality to ensure the capacity and reliability is the same as committed in the tender on which the award was based.

The following equipment will serve as minimum requirements:

- Front end Loader
- Steel Roller Compactor
- Lowbed
- Slurry Distribution Truck
- Pneumatic Roller
- Asphalt Paver
- Chip Spreader
- Bitumen Hand Sprayer
- Transport (bakkies etc.)

Evaluation points will be awarded in accordance with physical resources capacity, age and ownership status.

LIST OF MAIN PHYSICAL RESOURCES AND EQUIPMENT TO BE USED ON PROJECT:

Quantity	Description, size, capacity, manufacturing, etc.	Year/Age of equipment	Registration Number	Owned/ Hired/ Acquired/ Company	Roadworthy/ Condition

NB: Proof of ownership or lease, or quotation to acquire physical resources for main physical resources, (vehicle & equipment) must be attached to the document.

Non-responsive (score 0)	No information has been provided
---------------------------------	----------------------------------

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

Poor (max score 05)	There is inadequate information submitted regarding availability of equipment. The contractor will not be in a position to meet the requirements of the contract with the available equipment / supplied equipment does not meet the minimum requirements prescribed above. Vehicles and equipment age are more than 10years.Tenderer have no access or limited access to backup equipment.Most of the physical resources are hired with no ownership.
Satisfactory (max score 15)	The equipment provided meets the required criteria and is adequate to meet the requirements of the contract age of vehicles and equipment is less than 10 years.Tenderer indicate access to backup equipment to be leased, hired. Contractor proof sufficient access to equipment to be leased or hired.
Good (max score 20)	Besides meeting the "satisfactory" rating, the tenderer is in the position to provide more equipment than is required by the contract.Age of vehicles and equipment is between 5 to 7 years.The tender have owned equipment which can be used as backups.The contractor has a good mix of equipment to be either leased or owned.
Very good (max score 30)	Besides meeting the "good" rating, the tenderer is in a position to provide additional and advanced equipment which will enhance the execution of the contract.Age of vehicle and equipment is less than 5 years.The tenderer has advanced owned physical resources (vehicles and backup equipment.) more than one. All resources are owned.

NB: Only bidders who score a minimum of 70 points will be further evaluated on price and BBBEE.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED AT	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	NAME AND CAPACITY

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

SCHEDULE 17

IMPLEMENTATION PLAN & METHODOLOGY TO IMPLEMENT PROJECT

The tenderer should describe briefly the process and methodology which will be followed to implement the project with key timeframes. The main disciplines and roles of responsibilities must be highlighted and indicate the technical support that will be provided on the project etc. The information must be attached to the tender document.

Non-responsive (score 0)	No information has been provided
Poor (max score 05)	The implementation plan is sketchy, the key deadlines weak in relation to the project, and inconsistent with the timing of the most important deliverables. There is no clarity in allocation of tasks and responsibilities and lack of experience.
Satisfactory (max score 10)	The implementation plan is complete, the technical level and composition of the plan are adequate and consistent with both timing and deliverables.
Good (max score 15)	The implementation plan is complete, well balanced i.e. they show good deliverables clear duties and responsibilities, and sufficient technical support relevant to the project. The project will be executed on time and the methodology indicates good experience to implement the project.
Very good (max score 20)	Besides meeting the "good" rating, the proposed implementation plan is well integrated and several technical support and experience exist relevant to the scope of work. The timeframes and deliverables are clear and achievable.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED AT	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	NAME AND CAPACITY

SCHEDULE 18

ALTERATIONS OR ALTERNATIVE OFFER BY TENDERER

Should the tenderer desire to make any departures from or modifications to the General Conditions of Contract, Contract Specific Data, Specifications, Bill of Quantities or Drawings, or to qualify his tender in any way, he must set out his proposals clearly hereunder, or alternatively state them in a covering letter attached to his tender and referred to hereunder, failing which the tender will be deemed to be disqualified.

If no departure or modifications are desired, the schedule hereunder must be scratched out and signed by the tenderer.

CLAUSE OR ITEM	PROPOSED ALTERATIONS

NAME OF REPRESENTATIVE	SIGNATURE	DATE

T2.2.2 COMPULSORY MUNICIPAL BID DOCUMENT

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement bidders are required to complete in full form TCC001 "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. 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.
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 does not need to be submitted together with the bid. Current status of tax clearance certificate will be verified on Central Supplier Database and if found not active it will result in the invalidation of the bid.
4. In bids where consortia / joint ventures / sub-contractors are involved, each party's current status of tax clearance certificate will be verified on Central Supplier Database.
5. Applications for the tax clearance certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
6. Exemption to the provision of a tax clearance certificate will be granted provided that:
 - a) The bidder is registered on the vendor database of the municipality and a valid tax clearance certificate was submitted together with the application for registration
 - b) If the closing date of the price quotation or bid falls within the expiry date of the tax clearance certificate that is in the municipality's possession.

MBD 4**DECLARATION OF INTEREST**

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

No.	Information	Please provide detail	
3.1	Full name of bidder or his or her representative		
3.2	Identity number		
3.3	Position occupied in the company (director, trustee, shareholder ²)		
3.4	Company registration number		
3.5	Tax reference number		
3.6	VAT registration number		
Note	<i>(The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.)</i>		
3.7	Are you presently in the service of the state?	Yes	No
	If yes, please furnish particulars :		
3.7.1	Name of director		
3.7.2	Service of state organization ¹		
3.8	Have you been in the service of the state for the past twelve months?	Yes	No
	If yes, please furnish particulars:		

3.8.1	Name of director		
3.8.2	Service of state organization		
3.9	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? If yes, please furnish particulars:	Yes	No
3.9.1	Name of person in the service of state		
3.9.2	Relationship		
3.10	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? If yes, please furnish particulars:	Yes	No
3.10.1	Name of person in the service of state		
3.10.2	Relationship		
3.11	Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? If yes, please furnish particulars:	Yes	No
3.11.1	Name of director		
3.11.2	Service of state organization		
3.12	Is any spouse, child or parent of the company's director trustees, managers, principle shareholders or stakeholders in service of the state? If yes, please furnish particulars:	Yes	No
3.12.1	Name of director		
3.12.2	Name of relative		
3.12.3	Relationship		
3.13	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

	If yes, please furnish particulars:	
3.13.1	Name of director	
3.13.2	Related company	
Note:	<p>SCM Regulations:</p> <p>"¹ In the service of the state" means to be –</p> <p>(a) a member of –</p> <p>(i) any municipal council;</p> <p>(ii) any provincial legislature; or</p> <p>(iii) the national Assembly or the national Council of provinces;</p> <p>(b) a member of the board of directors of any municipal entity;</p> <p>(c) an official of any municipality or municipal entity;</p> <p>(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);</p> <p>(e) a member of the accounting authority of any national or provincial public entity; or</p> <p>(f) an employee of Parliament or a provincial legislature.</p> <p>"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.</p>	

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

FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NO.

5. I, the undersigned certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

MBD 5

**DECLARATION FOR PROCUREMENT ABOVE R10-MILLION
(ALL APPLICABLE TAXES INCLUDED)**

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

		Tick applicable box	
1.	Are you by law required to prepare annual financial statements for auditing?	Yes	No
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.	Yes	No
2.	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	Yes	No
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.	Yes	No
2.2	If yes, provide particulars:		
3.	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	Yes	No
3-1	If yes, provide particulars:		
4.	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity are expected to be transferred out of the Republic?	Yes	No
4.1	If yes, provide particulars:		

TENDER NO.					
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CERTIFICATION

I, the undersigned certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

MBD 6.1

BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) STATUS LEVEL CERTIFICATES

Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims.

Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but should not be disqualified from the bidding process. They will score points for out of 90 or 80 for price only and **zero** points out of 10 or 20 for B-BBEE.

TENDER NO.				
	BIDDER	WITNESS	EMPLOYER	WITNESS

MBD 6.1

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

B-BBEE Status Level of Contributor	Number of points (80/20 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

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

(Tick applicable box)

YES		NO	
-----	--	----	--

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

Designated Group: An EME or QSE which is at 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		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

- i) The information furnished is true and correct;

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

WITNESSES 1. 2.

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

8. SUB-CONTRACTING

8.1

Will any portion of the contract be sub-contracted?	YES / NO
---	----------

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?	YES/NO

TENDER NO.					
BIDDER	WITNESS	EMPLOYER	WITNESS		

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

9.1	Name of firm	
9.2	VAT registration number	
9.3	Company registration number	
9.4	Type of company / firm	Tick applicable box
9.4.1	Partnership/Joint Venture / Consortium	
9.4.3	One person business/sole propriety	
9.4.3	Close corporation	
9.4.4	Company (Pty) Limited	
9.5	Describe principle business activities:	

9.6	Company Classification	Tick applicable box
9.6.1	Manufacturer	
9.6.2	Supplier	
9.6.3	Professional service provider	
9.6.4	Other service providers e.g. transporter etc.	
9.7	Municipal Information	
9.7.1	Municipality where business is situated	
9.7.2	Municipal account number	
9.7.3	Stand number	
9.8	Number of year's company has been in business?	

9.9 I/we, the undersigned, who is / are duly authorized to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) Disqualify the person from the bidding process;
 - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

- (d) Restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audialterampartem* (hear the other side) rule has been applied; and
- (e) Forward the matter for criminal prosecution.

SIGNED AT	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	NAME AND CAPACITY
WITNESSES: (SIGNATURE)	DATE
1.	
2.	

MBD 7.1

CONTRACT FORM - RENDERING OF CONSTRUCTION WORK (PART 1)

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

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

1. I hereby undertake to render the services as described in the attached bidding documents to Nkomazi Local Municipality in accordance with the requirements and task directives / proposals specifications stipulated in bid number **NKO: 45/2021** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - 2.1 Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Returnable schedules
 - Municipal bid documents
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - 2.2 General Conditions of Contract;
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorized to sign this contract.

SIGNED AT	AUTHORIZED SIGNATURE (UNDER SIGNED)
DATE	NAME AND CAPACITY
WITNESSES: (SIGNATURE)	DATE
1.	
2.	

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

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

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

TENDER NO.				
BIDDER	WITNESS	EMPLOYER	WITNESS	

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

Description of services, works or goods Stipulated minimum threshold

Emulsion (SS 60).	100%
Hot Asphalt	100%
Bitumen Rubber seal	100%

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

(Tick applicable box)

YES		NO	
-----	--	----	--

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

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

.....

NB

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

- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

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

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.
The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

(C1)
(C2)
(C3)
(C4)
(C5)
(C6)
(C7)

Tender No.

Tender description:

Designated product(s)

Tender Authority:

Tendering Entity name:

Tender Exchange Rate:

Specified local content %

Pula

EU

GBP

Note: VAT to be excluded from all calculations

Calculation of local content

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary

Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B

Date:

(C20) Total tender value R 0

(C21) Total Exempt imported content R 0

(C22) Total Tender value net of exempt imported content R 0

(C23) Total Imported content R 0

(C24) Total local content R 0

(C25) Average local content % of tender

TENDER NO.

BIDDER

WITNESS

EMPLOYER

WITNESS

(D1)	Tender No.	
(D2)	Tender description:	
(D3)	Designated Products:	
(D4)	Tender Authority:	
(D5)	Tendering Entity name:	
(D6)	Tender Exchange Rate:	Pula

Note: VAT to be excluded from all calculations

EU	R 9.00
----	--------

GBP	R 12.00
-----	---------

Calculation of imported content

[illegible]

(D19) Total exempt imported value		R
-----------------------------------	--	---

**This total must correspond with
Annex C - C 21**

Calculation of imported content

[illegible]

(D32) Total imported value by tenderer		R
--	--	---

Calculation of imported content

[illegible]

(D45) Total imported value by 3rd party		R
---	--	---

Calculation of foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

**This total must correspond with
Annex C - C 23**

Signature of tenderer from Annex B

Date: _____

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R 0

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

(E13) Total local content R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

MBD 7.1**CONTRACT FORM - RENDERING OF CONSTRUCTION WORK (PART 2)****PART 2 (TO BE FILLED IN BY THE EMPLOYER)**

1. I, _____ in my capacity as _____
accept your bid under _____
NKO: 45/2021 (reference) dated _____

for the rendering of services hereunder and/or further specified in the annexures.

2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

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

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

SIGNED AT	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	NAME AND CAPACITY
WITNESSES: (SIGNATURE)	OFFICIAL STAMP

MBD 8

DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This municipal bidding document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - 3.1 abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - 3.2 been convicted for fraud or corruption during the past five years;
 - 3.3 willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - 3.4 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>audialterampartem</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	No
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	No
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	No

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

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	No
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	No
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, the undersigned 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.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This municipal bidding document (MBD) must form part of all bids¹ invited.
 - 2 Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
 - 3 Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - 3.1. take all reasonable steps to prevent such abuse;
 - 3.2. 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
 - 3.3. 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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

TENDER 45/2021 :THE SUPPLY AND CONSTRUCTION OF ASPHALT SURFACE, BASE CORRECTION, MILLING AND REPLACE WITH BTB, SLURRY SEAL, CRACK SEALING AND CHIP AND SPRAY: KOMATIPOORT

in response to the invitation for the bid made by:

NAME OF MUNICIPALITY / MUNICIPAL ENTITY

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

I certify, on behalf of:

NAME OF REPRESENTATIVE

that:

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

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

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

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.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

BIDDER INFORMATION

1. Name of firm:
1. Postal address.....
3. Physical address:
4. Telephone:
5. Fax no.:
6. E-mail:
7. Contact person:
8. Enterprise/ company Income Tax no.:
(Insert personal income tax number if a one person business and personal income tax numbers of partners, if a partnership)
9. VAT registration no:
10. Tax clearance certificate attached (must be an original document & valid on the closing of the tender)
11. Bank account number and bank where account is held:
.....
12. Proof of payment of municipal services attached (or a letter from your local municipality which exempt you/company from payment of services)
13. Corporate entity registration no.....
14. Type of enterprise.....
(e.g. partnership, company, cc, one-person business etc.)
(Certified copy of enterprise certificate)
15. Country of registration or incorporation
16. Manner of participation:
(e.g. main contractor, supplier, professional service provider, joint venture, consortium etc.)
17. Business Sector.....
18. Total number of employees:

Full time.....

Part time:

Did your firm exist under a previous name?

☐ Yes ☐ No

If yes, what was its previous name?

.....

Who were the owners/partners/directors?

.....

20. List all the partners, proprietors and shareholders by name, identity number, citizenship and shareholding:

Name	ID number	Citizen-Ship	Date of Ownership	% Share-Holding/Ownership

Note: Where owners are themselves a corporate entity or partnership, please identify such.

21. List the major items of equipment, plant and vehicles owned by the firm or the owner, but utilised or to be utilise by the by the company (e.g Vehicles):

	Description	Number
1		
2		
3		
4		
5		
6		

22. Provide proof of organisational capability and practice profile to deliver the required supplies or services. (If insufficient space, the information may be provided as a separate annexure)

.....

.....

The undersigned is duly authorised to do so on behalf of the bidder and affirms that the information furnished is true and correct.

Signature

Duly authorised to sign on behalf of

COMMISSIONER OF OATH

DATE

**T2.2.3 OTHER SCHEDULES & DOCUMENTS THAT WILL BE
INCORPORATED INTO THE CONTRACT**

OSD 1**FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE**

The tenderer must attach hereto a letter from the bank or institution with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so.

A performance guarantee equal to (10%) of the tender amount is required on this tender. The bidder must provide the signed performance guarantee within ten (10) working days from date of appointment/award letter of the tenderer.

The following Pro-forma is attached for tenderers to use.

PRO-FORMA FOR A PERFORMANCE GUARANTEE**PERFORMANCE GUARANTEE**

Employer name					
Employer address					
Tender No.					
Tender title					
WHEREAS					
	hereinafter referred to as "the employer" entered into a contract with				
	hereinafter called "the contractor"				
	on this		day of		20
For the construction of (tender title)					
at					
	And WHEREAS it is provided by such contract that the contractor shall provide the employer with security by way of a guarantee for the due and faithful fulfillment of such contract by the contractor;				
AND WHEREAS					
	hereinafter referred to as "the guarantor" has/have at the request of the contractor agreed to give such guarantee				
NOW THEREFORE WE					

Do hereby guarantee and bind ourselves jointly and severally as guarantor and co-principal debtors to the employer under renunciation of the benefits of division and exclusion for the due and faithful performance by the contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion data of the works under the said contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the employer may take under such contract, or of any modification, variation, alterations of the completion date which the employer may make, give, concede or agree to under the said contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the contractor.

However, upon receipt by us of an authenticated copy of the certificate of completion in terms of the contract, the amount of liability shall be reduced by 50%, which shall be in force until the issue of the final approval certificate at expiry of the defects liability period.

4. This guarantee shall remain in full force and effect until the issue of the certificate of completion in terms of the contract, unless we are advised in writing by the employer before the issue of the said certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the sum of:

	(in words)
R	(in figures)
10% guarantee , which amount I/we agree to hold at your disposal.	

6. The guarantor reserves the right to withdraw from this guarantee by depositing the guaranteed sum with the beneficiary, whereupon the guarantor's liability hereunder shall cease.
7. I/ we declare that I/we, on behalf of the guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you.
8. A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the guarantor.
9. This guarantee is neither negotiable nor transferable, and must be surrendered to the guarantor in the event of the full amount of the guarantee being paid to the employer.
10. I/ we hereby choose our address for the serving of all notices for all purposes arising here from as

--

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

As witnesses:

	NAME	SIGNATURE
1		
2		

Duly authorized to sign on behalf of (*Guarantor*)

SIGNATURE	DATE
POSTAL ADDRESS	
PHYSICAL ADDRESS	

OSD 2**EXECUTION PROGRAMME**

The tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this contract. The programme shall be in accordance with the information supplied in the contract, requirements of the project specifications and with all other aspects of this tender.

The execution programme must be based on the completion time as specified in the contract data.

PLEASE NOTE: the cash flow projections from the contractor (to be submitted before commencement of the execution of the contract) must be in accordance with this execution plan in order to ensure proper cash flow management by the department and to minimise delayed payments.

PROGRAMME															
ACTIVITY	MONTHS														
	July	August	September	October	November	December	January	February	March	April	May	June	July	August	No. of weeks
TOTAL DELIVERY TIME / PERIOD															

CASH FLOW PROJECTIONS	
MONTH	AMOUNT (VAT INCL.)
July	R
August	R
September	R
October	R
November	R
December	R
January	R
February	R
March	R
April	R
May	R
June	R
July	R
TOTAL AMOUNT	R

AUTHORIZED SIGNATURE	DATE

OSD 3**OCCUPATIONAL HEALTH & SAFETY DECLARATION FORM**

In terms of clause 4(4) of the OHSA 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a contractor may only be appointed to perform construction work if the employer is satisfied that the contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No. 85 of 1993 and the OHSA 1993 Construction Regulations 2003.

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

Declaration by tenderer

1	I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No. 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No. 181 of 1993), and the OHSA 1993 Construction Regulations 2003.		
2	I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the employer's health and safety specifications.		
3	I propose to achieve compliance with the Regulations by one of the following:		
A	From my own competent resources as detailed in 4(a) hereafter:	Yes	No
B	From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter:	Yes	No
C	From outside sources by appointment of competent specialist sub-contractors as detailed in 4(c) hereafter: (* = delete whatever is not applicable)	Yes	No
4	Details of resources I propose: (Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 6, and competent persons as defined in Regulations 7, 8, 10, 11, 12, 14, 15, 18, 21(1), 22, 26 and 27, as applicable to this contract)		

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

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

(i)	By whom will training be provided?	
(ii)	When will training be undertaken?	
(iii)	List the positions to be filled by persons to be trained or hired	

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

Name of proposed subcontractor	
Qualifications or details of competency of the subcontractor	

5. I undertake to acquaint the appropriate officials and the employees of the contractor with all relevant provisions of the Act, and the regulations promulgated in terms of the act.
6. I undertake that all relevant duties, obligations and prohibitions imposed in terms of the act and regulations will be fully complied with.
7. I hereby accept sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations in respect of the work included in the contract.
8. I shall be obliged to report forthwith to the employer any investigation, complaint, or criminal charge which may arise as a consequence of the provisions of the act and regulations pursuant to work performed on behalf of the employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.
9. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented health and safety plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the employer.
10. I confirm that copies of my company's approved Health and Safety Plan, the employer's safety specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the contractor's personnel, the employer's personnel, the engineer, visitors, and officials and inspectors of the Department of Labour.
11. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, and that I will be liable for any penalties that may be applied by the employer in terms of the said Regulations (Regulation 30) for failure on the contractor's part to comply with the provisions of the act and the regulations.

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

12. I agree that my failure to complete and execute this declaration to the satisfaction of the employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the employer.

AUTHORIZED SIGNATURE	DATE

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

OSD 4**CONTRACTOR'S SAFETY PLAN**

The contractor must submit the contractor's health and safety plan as required in terms of Regulation 5 of the Occupational Health and Safety Act 1993 Construction Regulations 2003 before commencement of the works.

Attached a copy of the draft plan to the tender document.

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

OSD 5**PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH & SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2003**

The pro-forma form must be completed and prior to commencement of work on site, the final form must be completed by all contractors that qualify in terms of Regulation 3 of the Construction Regulations 2003, to the office of the Department of Labour.

1	(a)	Name and postal address of contractor	
	(b)	Postal address	
	(c)	Name of contractor's contact person	
		Telephone number	
		Fax number	
		Email	
2		Contractor's workman's compensation registration number	
3	(a)	Name and postal address of employer	Nkomazi Local Municipality Private bag x101 Malelane 1320
	(b)	Name of employer contact person or agent	
		Telephone number	
		Fax number	
		Email	
4	(a)	Name and postal address of consultants / designer(s) for the project	
	(b)	Name of consultants / designer(s) contact person	
		Telephone number	

	Fax number	
	Email	
5	Name of contractor's construction supervisor on site appointed in terms of Regulation 6(1)	
	Telephone number	
	Fax number	
	Email	
6	Name/s of contractor's sub-ordinate supervisors on site appointed in terms of regulation 6(2)	
7	Exact physical address of the construction site or site office	
8	Nature of the construction work	
9	Expected commencement date	
10	Expected completion date	
11	Estimated maximum number of persons on the construction site	
12	Planned number of subcontractors on the construction site accountable to contractor	
13	Name(s) of subcontractors already chosen	

I, the undersigned certify that the information furnished on this information statement is true and correct.

CONTRACTOR / BIDDER NAME	
NAME OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	
DATE	
EMPLOYER REPRESENTATIVE	
DATE	

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

OSD 6

TRANSFER OF RIGHTS

The successful tenderer shall complete and submit a transfer of rights form to claim for materials on site with every progress payment for the project. No payment for materials on site would be granted if this document is not submitted with the progress payment being considered. This form together with the documentary proof of ownership or proof of payment by the contractor to the supplier shall accompany the contractor's claim for payment for materials on site in terms of clause 49.1.5 of the General Conditions of Contract 2004.

TRANSFER OF RIGHTS AND INDEMNITY

(To be completed during construction by successful tenderer only)

Claim for materials on site, payment certificate No.	
Date	
Contract No.	
For (contract title)	
I, the undersigned (name of signatory)	
in my capacity as	
of (name of contractor)	

duly authorized hereto on behalf of the contractor hereby transfer, cede and assign all the contractor's rights, title and interest in and to the materials and goods, for which evidence of bona fide ownership is attached hereto, unto and in favour of (name of employer)

--

Insofar as the contractor retains actual control of the materials and goods, the right of ownership thereof passes to the Employer by *constitutumpossessorium*.

I herewith indemnify the employer against any claim to and in respect of said materials by reason of the contractor's sequestration or liquidation or of any defect in the contractor's title to the materials and agree that no payment for materials on site will be made by the employer until such time as I have submitted documentary proof of bona fide ownership of the said materials and goods.

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

This transfer shall become effective upon conclusion of the contractor receiving payment from the employer or from any other person on behalf of the employer for the materials and goods as materials on site, payment of retention money thereon excluded.

I further confirm that I am fully responsible for all materials and goods listed under this transfer of rights and that they have been insured adequately against all risks and will remain insured until they are built into or used in the permanent works and taken over by the employer.

This certificate of Transfer of Rights applies only to the materials and goods as listed in the following table.

DESCRIPTION OF ITEM	UNIT	QUANTITY	RATE	AMOUNT	SUPPLIER
TOTAL VALUE OF MATERIALS AND GOODS					

SIGNED BY REPRESENTATIVE	DATE
WITNESSED BY	DATE

OSD 7**PRO FORMA: CONTRACT OF EMPLOYMENT EPWP**

This contract must be completed and submitted for local and non-local labour appointed under the EPWP project

CONTRACT OF EMPLOYMENT BETWEEN**CONTRACTOR**

Name of contractor	
Address	
ID	

AND

WORKER

Name of worker	
Address	
ID	

I am pleased to confirm that you have been appointed to work on a task based*/a time basis* employment contract within an Expanded Public Works Programme (EPWP) project.

Within this contract you will undertake numerous groups of tasks.

This contract must be read in conjunction with the standard terms and conditions of employment on EPWP attached.

The project where will be employed is located at Nkomazi Local Municipality Area (MP313).

The contract will start on	
----------------------------	--

You must be aware that this contract is a limited term contract and not a permanent job.

The contract may be terminated for one of the following reasons:

- 1.1. If the contractor does not get additional contracts from the EPWP.
- 1.2. Funding for the programme in your area comes to an end.
- 1.3. You repeatedly do not perform in terms of the tasks set out in your work programme.
- 1.4. You have worked a maximum of 24 months within a 60 month cycle.

You will be employed as a		within the team.
While you are working you will report to		

Payment

- You will be paid a fixed amount of R..... for completing a fixed amount of work.
- The amount of work required for the agreed rate of pay will vary from task to task.
You will be informed at the beginning of each task or group of tasks how much work you are expected to complete per day.
- You will only be paid for work completed.
- You will be paid the amount for the number of days quoted in the contract even if you finish the work before the time or after the estimated date of completion.
- A contractor must pay you the production bonus (the extra days if the work is finished early) if you have completed your share of tasks.
- The contractor will be paid within 30 days after the work is completed. You will be paid within 5 days of the contractor being paid.

** delete whichever is not applicable.*

In addition to the conditions above all the terms and conditions of employment on EPWP apply to your employment. If you breach any of these terms your contract may be terminated.

Signatures:

Signed on this		day of		20
----------------	--	--------	--	----

AUTHORIZED REPRESENTATIVE	DATE
WORKER	DATE
WITNESS	DATE

OSD 8**PRO FORMA: MONTHLY LABOUR REPORT**

This form must be submitted monthly to the relevant project coordinator for work completed on the project for the

MONTH OF

CERTIFICATE OF PAYMENT NO.

JOBS CREATED**As per Business Plan**

A	B	C	D	E	F	G	H	I	J
Category	No. of persons employed in category	Rate (R/d)	Local P-days	Non-local P-days	Total P-days (D +E)	Amount expended on labour (C x F)	P-days by women	P-days by youth	P-days by disabled
Clerical									
Managerial									
Supervisory									
Skilled									
Semi-skilled									
Unskilled									
All occupations									

Actual to date

A	B	C	D	E	F	G	H	I	J
Category	No. of persons employed in category	Rate (R/d)	Local P-days	Non-local P-days	Total P-days (D +E)	Amount expended on labour (C x F)	P-days by women	P-days by youth	P-days by disabled
Clerical									
Managerial									
Supervisory									
Skilled									
Semi-skilled									
Unskilled									
All occupations									

Summary

Planned person-days target (see cell F8 of business plan)

Tendered construction period (months)

Overall person-days target per month

Months represented by this report

Person-day target for this month

Achieved person-days to date (see cell F8 of actual)

Person-days ahead/behind target

TENDER NO.					
BIDDER	WITNESS	EMPLOYER	WITNESS		

THE CONTRACT

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

C1 AGREEMENT AND CONTRACT DATA

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

C1.1 FORM OF OFFER & ACCEPTANCE**C1.1.1 FORM OF OFFER**

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

CALLING FOR TENDERS FOR CONSTRUCTION WORK

Bid / Tender Number	NKO 45/2021
Tender Title	TENDER 45/2021 :THE SUPPLY AND CONSTRUCTION OF ASPHALT SURFACE, BASE CORRECTION, MILLING AND REPLACE WITH BTB, SLURRY SEAL, CRACK SEALING AND CHIP AND SPRAY: KOMATIPOORT

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 service provider / consultant under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

AMOUNT IN WORDS (INCL. VAT)	AMOUNT IN FIGURES (INCL VAT)
RAND	R

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 provider / consultant in the conditions of contract identified in the contract data.

SIGNATURE BLOCK: TENDERER

Signature		Date	
Name			
Capacity			
Name of organization			
Address of organization			
Signature of witness		Date	
Name of witness			

C1.1.2 FORM OF 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 service provider / consultant the amounts due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offers 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 documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 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 fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect 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 BLOCK: EMPLOYER			
Signature		Date	
Name			
Capacity			
Name of organization	Nkomazi Local Municipality		
Address of organization	Private Bag x101, Malelane, 1320		
Signature of witness		Date	
Name of witness			

C1.1.3 SCHEDULE OF DEVIATIONS

1	Subject	
	Details	
2	Subject	
	Details	
3	Subject	
	Details	
4	Subject	
	Details	

By the duly authorized 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.

C1.2 CONTRACT DATA

Section 1.01 The General Conditions of Contract for Construction Works (2010) published by the South African Institution of Civil Engineering, is applicable to this contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805 5947).

The General Conditions of Contract for Construction Works make several references to the contract data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the contract. The contract data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

Each item of data given below is cross-referenced to the clause in the General Conditions of Contract for construction works to which it mainly applies.

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

C1.2.1 CONDITIONS OF CONTRACT**Contract Specific Data**

The Contract Specific Conditions of contract are as numbered and set out below. These clauses are the only variations from and/or additions to the clauses of the General Conditions of Contract. The variables are listed after these clauses in the form of an appendix.

CLAUSE	CONTRACT SPECIFIC DATA
1.1	<p>Delete clause 1.1.1 and replaced by:</p> <p>"1.1.1 Contract" means the agreement made in the form of offer and acceptance and the documents referred to herein".</p> <p>Delete clause 1.1.1.2 and replace by:</p> <p>"1.1.1.2 Contract agreement means the document called form of offer and acceptance.</p> <p>Delete clause 1.1.2 and replaced by:</p> <p>"1.1.2 Specification" means that document entitled scope of work, as included the contract, and any variation of such document".</p> <p>Delete clause 1.1.3 and replaced by:</p> <p>"1.1.3 Drawings" means the employer's drawings of the works as listed in the scope of works and any variation of such drawings".</p> <p>Delete clause 1.1.1.18 and replace by:</p> <p>"1.1.1.18 Variation means a change to the scope of work (if any), which is instructed by the employer under sub-clause 10.1."</p> <p>Amend clause 1.1.3 to read:</p> <p>"1.1.3.1 "Certificate of Completion" means the certificate issued by the engineer signifying that the whole, or portion, of the works has been sufficiently completed for the defects liability period for the whole, or portion, of the works to commence, although some minor work may be outstanding.</p> <p>1.1.3.2 "Certificate of Practical Completion" means the certificate issued by the engineer signifying that the whole, or portion, of the works has reached the stage of readiness for occupation or use for the purpose intended, although some minor work may be outstanding".</p> <p>Amend clause 1.1.4 to read:</p> <p>"1.1.4 "Commencement date" means the date of delivery to the contractor of a written notice from the Employer informing him of the acceptance of his offer".</p>

CLAUSE	CONTRACT SPECIFIC DATA
1.1	<p>Clause 1.1.13: Add the following to the end of this definition:</p> <p>"This clause shall apply <i>mutatis mutandis</i> to any portion or phase of the works that may be described in the scope of works or in the contract data, or agreed subsequently between the contractor and the employer, and committed to writing".</p> <p>Add the following definition:</p> <p>"1.1.25 "Schedule of Documents" means the document so designated in and forming part of the tender documents."</p>
6 & 38.1	<p>Special non-working days are Sundays and the following statutory public holidays as declared by National or Regional Government:</p> <p>New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill including the construction industry year-end break.</p> <p>The year-end break commences on the first working day after 15 December and ends on the first working day after 5 January of the next year.</p>
2.3	<p>The engineer is, in terms of his appointment by the employer for the design and administration of the works included in the contract, required to obtain the specific approval of the employer for the execution of the following duties:</p> <p>2.3.1 The issuing of an order to suspend the progress of the works, the extra cost resulting from which order is to be borne by the employer in terms of clause 39 or the effect of which is liable to give rise to a claim by the contractor for an extension of time under clause 45 of these conditions.</p> <p>2.3.2 The issuing of an instruction or order to vary the nature or quantity of the works in terms of clause 36, the estimated effect of which will be to increase the contract price by an amount exceeding R50 000, the valuation of all variation orders in terms of clause 37 and the adjustment of the sum(s) tendered for general items in terms of clause 50.</p> <p>2.3.3 The approval of any claim submitted by the contractor in terms of clause 48.</p>
4.2	<p>Add the following to the clause:</p> <p>The contractor shall provide the following to the engineer for retention by the employer or his assignee in respect of all works designed by the contractor:</p> <p>4.2.1 a Certificate of Stability of the Works signed by a registered professional engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.</p> <p>4.2.2 proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).</p> <p>4.2.3 design calculations should the engineer request a copy thereof.</p>

CLAUSE	CONTRACT SPECIFIC DATA
4.2	<p>4.2.4 engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the engineer to compare the design with the specified requirements and to record any comments he may have with respect thereto.</p> <p>4.2.5 "As-Built" drawings in DXF electronic format after completion of the works. The contractor shall be responsible for the design of the temporary works.</p>
4.5.2	<p>Add the following to the clause:</p> <p>The contractor shall comply with the Occupational Health and Safety Specification prepared by the employer in terms of the Construction Regulations, 2003 promulgated in terms of section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the contractor's obligations in terms of the contract, the contractor shall before commencement of the works or any part thereof, be in the possession of an approved Health and Safety Plan. The contractor shall submit an approved Health and Safety Plan to the engineer within 14 days of the commencement date.</p>
4.6	<p>Add the following new clause:</p> <p>Contractor's liability as mandatory</p> <p>Notwithstanding any actions which the employer may take, the contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of section 37(2) of the act.</p>
4.7	<p>Add the following new clause:</p> <p>Contractor to notify employer</p> <p>The employer retains an interest in all inquiries conducted under this contract in terms of section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the contractor and/or sub-contractor and/or their employees. The contractor shall notify the employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</p>

CLAUSE	CONTRACT SPECIFIC DATA
4.8	<p>Add the following new clause:</p> <p>Contractor's designer</p> <p>The contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the temporary works and those part of the permanent works which the contractor is responsible to design in terms of the contract.</p>
4.9	<p>Add the following new clause:</p> <p>The contract shall be construed to be interpreted in English.</p>
6.3	<p>Add at the beginning of clause 6.3:</p> <p>"Except as provided for in 6.6".</p>
6.4	<p>Delete the contents of the clause and insert the following:</p> <p>Any consent granted in accordance with clause 6.2 or appointment of a sub-contractor in accordance with clause 6.3 shall not imply a contract between the employer and the subcontractor, or a responsibility or liability on the part of the employer to the subcontractor and shall not relieve the contractor from any liability or obligation under the contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the contractor, his agents or employees.</p> <p>The engineer's consent in respect of any particular subcontractor may be withdrawn at any time should reasonable grounds be given therefore in writing to the contractor by the engineer, in which event the contractor shall forthwith terminate the engagement or that subcontractor on the works.</p> <p>The withdrawal by the engineer of his consent in respect of any particular sub-contractor that is engaged in the execution of any portion of the works, including any portions of the works which are sub-let by the contractor in accordance with clause 6.3 shall not relieve the contractor of any of his obligations under the contract, nor of any of his obligations to sub-let the particular portions of the works concerned.</p>
6.5	<p>Delete the contents of the clause and insert the following:</p> <p>Unless otherwise stipulated in the contract:</p> <p>6.5.1 the provision of labour, whether locally employed or not; or 6.5.2 the purchase of materials which are in accordance with the contract; or 6.5.3 the purchase or hire of constructional plant;</p> <p>shall not be regarded as sub-letting, as contemplated in this clause, for which the contractor is required to obtain the engineer's consent in terms of clause 6.2.</p>

CLAUSE	CONTRACT SPECIFIC DATA
7.1	<p>The contractor shall deliver his guarantee within 14 days of the commencement date.</p> <p>The amount of the guarantee will be 10% of the contract price (including Value Added Tax) at the time that the agreement comes into effect. The guarantee shall remain valid until the issue of the certificate or certificates of completion in respect of the whole of the permanent works. The Form of Guarantee (Deed of Suretyship) is appended to the contract data as Annexure A.</p> <p>Add the following to the first paragraph of this clause:</p> <p>This approval or otherwise shall be based upon legal opinion to be provided by the engineer.</p> <p>Replace the last paragraph of the clause with the following:</p> <p>The guarantee shall be returned to the contractor within 14 days after the issue of the certificates or certificates of completion in respect of the whole of the permanent works.</p>
9.2	<p>Add the following new clause:</p> <p>The copyright in all documents, drawings and records (prepared by the engineer) related in any manner to the Works shall vest in the employer or the engineer or both (according to the dictates of the contract that has been entered into by the engineer and the employer for the works), and the contractor shall not furnish any information in connection with the works to any person or organisation without the prior approval of the employer to this effect.</p>
10.1	<p>The contractor shall (subject to the provisions of clause 4.5.2) commence executing the works within a period of 14 days from the commencement date.</p>
11.1	<p>Replace clause 11.1 and the first two lines of clause 11.1.1 with the following:</p> <p>The employer, or the engineer acting on his behalf, shall, subject to any requirements in the contract as to the order in which the works shall be executed:</p> <p>11.1.1 On the commencement date that is applicable to any phase or portion of the works, give the contractor right of access to that part of the site on which such phase or portion is to be constructed, the location of which access shall be stated in the site Information.</p>
12.1	<p>Add the following to the clause:</p> <p>In this regard the contractor shall have regard for the phases and sub-phases (if applicable) for the development, which shall also be the order in which the permanent works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the specifications and/or will be indicated on the phasing plan, which forms part of the drawings.</p>

CLAUSE	CONTRACT SPECIFIC DATA
12.2	The contractor shall deliver his programme within 14 days of the commencement date.
12.3.4	Add the following to the clause: The contractor shall deliver his detailed cash flow forecast within 14 days of the commencement date.
20.3	Add the following new clause: The contractor shall use local labour in accordance with the requirements contained within the scope of work.
21.1	In clause 21.1, amend the first paragraph to read: "The contractor shall employ, for the purposes of the contract, only such persons as are careful, competent and efficient in their several trades and callings".
23.1	Add at the end of clause 23.1: "Unless otherwise directed in writing by the engineer, materials for the permanent works shall be new and unused".
29.1	Add to clause 29.1: "The contractor shall where practicable before delivery, and in any event not later than 24 hours after delivery to the site, inform the engineer of any materials which are not his sole property".
29.2	In clause 29.2, last line, amend "works" to read "permanent works".
32.1.3	Add to clause 35.1.3: "The minimum amount of insurance required in terms of this clause, as stated in part 1 of the contract data, shall be per event, the number of events being unlimited." Amend clause 35.1.4 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 49.1.5 hereof".
35.1.1.2.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R9 500,00 (way leave).

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CLAUSE	CONTRACT SPECIFIC DATA
35.1.3	The limit of indemnity for liability insurance is equal contract amount for any single liability claim. Liability insurance shall include spread of fire risk.
35.6	<p>Add the following to the clause:</p> <p>Proof of insurance shall be submitted to the employer prior to commencement of the works (clause 10.1), and copies of the policies and proof of due payment of all premiums shall be presented to the employer within twenty eight (28) days of the date of commencement.</p>
35.9	<p>Add clause 35.9:</p> <p>"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 engineer 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 32.2.1 and 32.2.3".</p>
35.10	<p>Add clause 35.10:</p> <p>"With regard to the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993), where applicable, the contractor shall, within such time as is stated in the appendix for the production of insurance policies in terms of sub-clause 35(6), deliver to the employer a letter, either</p> <p>(a) from his insurance company certifying that the contractor has effected 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</p> <p>(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".</p>
37.2.2.3	The percentage allowance to cover overhead charges is 15%.
38.1	Special non-working days shall be all South African statutory holidays and the official building holidays.
40.1	<p>Add the following to the clause:</p> <p>No such instruction by the engineer to expedite progress shall be the subject of additional compensation to the contractor unless the instruction explicitly states that the contractor is entitled to additional compensation, and cites the amount of such compensation or the basis upon which it is to be determined.</p>
42.1	The works shall be completed within 4 months of each financial year excluding special non-working days and the year-end break.

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CLAUSE	CONTRACT SPECIFIC DATA
42.2	<p>Add to clause 42.2:</p> <p>"Should the contractor consider that he may, during the course of the contract, wish to invoke "abnormal climatic conditions" as a circumstance entitling him to an extension of time for the completion of the works, he shall, before commencing any of the permanent works, establish an approved weather recording station with an approved observer who shall record daily the weather conditions that the contractor may wish to invoke. The records shall be submitted weekly to the engineer's representative, together with a statement recording the contractor's opinion of the effect on his programme of any weather condition that he may consider to be abnormal".</p>
42.3	<p>Add to clause 42.3.2:</p> <p>"Extension of time in respect of abnormal climatic conditions shall be calculated in accordance with the method and data given in the specification data/ scope of work".</p>
42.4	<p>Delete the contents of the clause and insert the following:</p> <p>If an extension of time is granted, other than an extension resulting from abnormal climatic conditions in terms of clause 42.5, the contractor shall be paid such additional time-related general items as are appropriate having regard to any other compensation which may already have been granted in respect of the circumstances concerned.</p>
42.5	<p>Add the following new clause:</p> <p>Extension of time due to abnormal rainfall</p> <p>Extension of time for completion of the contract shall be allowed in the event of abnormal rainfall in accordance with the following formula:</p> $V = (Nw - Nn) + (Rw - Rn)/20$ <p>Where:</p> <p>V = Extension of time in calendar days for the calendar month under consideration</p> <p>Nw = Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded</p> <p>Rw = Actual total rainfall in mm recorded during the calendar month under consideration</p> <p>Nn = Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant calendar month as per the data tabulated hereinafter</p> <p>Rn = Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter</p>

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CLAUSE	CONTRACT SPECIFIC DATA																																										
42.5	<p>Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of N_n, then V shall be taken as being equal to minus N_n. The total extension of time to be granted shall be the algebraic sum of all the monthly extensions, provided that if this total is negative then the time for completion shall not be reduced due to subnormal rainfall.</p> <p>Rainfall records for the period of construction shall be taken on site. The contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The engineer or his representative shall take and record the daily rainfall readings. The contractor shall be permitted to attend these readings, in the company of the engineer's representative. Access to the measuring gauge(s) shall at all times be under the engineer's control.</p> <p>Unless otherwise provided in the site information, the value of "n" shall be taken as equal to the tendered time for completion of the works in months, rounded off to an integer.</p> <p>Extension of time during normal working days will be granted to the degree to which actual delays as determined in accordance with clause 42.5 hereof, exceed the number of "n" normal working days.</p> <p>The value of "n" does not take into account further or concurrent delays which are caused by other abnormal climatic conditions such as floods, which have to be determined separately in accordance with clause 42.5 hereof.</p> <p>The rainfall records applicable to this contract are those recorded at weather station Sabie climb 05554867.</p> <p>The following values of N_n and R_n shall apply:</p> <table><tr><th>MONTH</th><th>R_n (mm)</th><th>N_n (days)</th></tr><tr><td>January</td><td>170</td><td></td></tr><tr><td>February</td><td>101</td><td></td></tr><tr><td>March</td><td>83</td><td></td></tr><tr><td>April</td><td>53</td><td></td></tr><tr><td>May</td><td>36</td><td></td></tr><tr><td>June</td><td>7</td><td></td></tr><tr><td>July</td><td>5</td><td></td></tr><tr><td>August</td><td>9</td><td></td></tr><tr><td>September</td><td>33</td><td></td></tr><tr><td>October</td><td>93</td><td></td></tr><tr><td>November</td><td>256</td><td></td></tr><tr><td>December</td><td>152</td><td></td></tr><tr><td>TOTAL</td><td>74.83</td><td></td></tr></table>	MONTH	R_n (mm)	N_n (days)	January	170		February	101		March	83		April	53		May	36		June	7		July	5		August	9		September	33		October	93		November	256		December	152		TOTAL	74.83	
MONTH	R_n (mm)	N_n (days)																																									
January	170																																										
February	101																																										
March	83																																										
April	53																																										
May	36																																										
June	7																																										
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TOTAL	74.83																																										

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43	<p>Delete the contents of the clause and insert the following:</p> <p>43.1 If the contractor fails by the due completion date to complete the works, or any specific portion thereof that is identified in the scope of works to the extent which entitles him in terms of clause 51.2 to receive a certificate of practical completion for the works, then the contractor shall be liable to the employer for the sum(s) stated below as (a) penalty(ies) for every day which shall elapse between the due completion date for the works or the specific portion of the works and the actual date of practical completion of the works or of the specific portion. The penalty for delay shall be 0.05 % of the total tender sum per calendar day.</p> <p>43.2 If before the issue of a certificate of practical completion for the whole of the works, or for any specific portion thereof that is identified in the scope of works, any further part of the works has been:</p> <p>43.2.1 certified as complete in terms of a certificate of practical completion; or</p> <p>43.2.2 occupied or used by the employer, his agents, employees or other contractors (not being employed by the contractor); then the appropriate penalty for delay referred to in clause 43.1 above shall be reduced by the amount which is determined by the engineer to be appropriate under the circumstances.</p> <p>43.3 The imposition of penalties in terms of clause 43.1 shall not relieve the contractor from his obligation to complete the works, nor from any of his obligations and liabilities under the contract.</p> <p>43.4 All penalties for which the contractor becomes liable in terms of clause 43.1 shall be accumulative. The employer may, without prejudice to any other method of recovery, deduct the amounts of all such penalties from any monies in his possession that are or may become due to the contractor.</p> <p>43.5 The imposition of any penalties in terms of clause 43.1 shall not limit the right of the engineer of the employer to act in terms of clause 55.1.5.</p>
45.1	In clause 45.1.2.1.1, the first line, after the word "sums", insert ", excluding VAT," and in clause 45.1.2.1.2, the third line, after the word "amount" insert ", excluding VAT".
45.2	In clause 45.2, line 4, after the word "price", insert ", excluding VAT".
46.2	<p>The application of a contract price adjustment factor will apply to this contract.</p> <p>In clause 46.2, line 3, after "clause 46.3" insert: "but including new rates or prices fixed in terms of clause 37.1".</p>
46.3	Price adjustments for variations in the cost of special materials are allowed. The contractor will be required to provide full details in part 2 of the contract data.

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46.4	In line 6 delete the words "between the employer and the contractor".
49.1.5	The percentage limit for materials not yet built into the permanent works is 80%.
49.3	The percentage retention on the amounts due to the contractor is 10%, excluding contract price adjustment, contingencies and VAT. The retention shall be reduced to 5% at the completion of the project for each financial year.
49.4	In line 3 delete the word "said" and insert the word "correct".
49.6	A retention money guarantee is permitted. Replace the term "bank" with "bank or insurance company".
50.1	In line 2 of the second paragraph delete "15 percent" and replace it with "25 percent".
53.1	The defects liability period is 6 months measured from the date of the certificate of completion.
53.2	In clause 53.2, paragraph 2, line 2, after the words "defects liability period", insert "within the period specified by the engineer", and amend "thereafter" to read "after the defects liability period".
54	<p>Conditions relevant to labour-intensive construction works:</p> <p>The following contains extracts from the Expanded Public Works Programme guidelines. Although they contain references to "task work" it is the contractor's responsibility as to whether he employs and manages his labour on a task work or time basis.</p> <p>Payment for the labour-intensive component of the works:</p> <p>Payment for works identified in the scope of work as being labour-intensive shall only be made in accordance with the provisions of the contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the contractor in any way from his obligations either in contract or in delict.</p> <p>Applicable labour laws:</p> <p>The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</p>

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54	<p>1. Introduction</p> <p>1.1 This clause contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme hereinafter called the Expanded Public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of EPWP contracts.</p> <p>1.2 In this document –</p> <ul style="list-style-type: none"> (a) “department” means any department of the state or implementing agent; (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a EPWP; (c) “worker” means any person working in an elementary occupation on a EPWP; (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work; (e) “management” means any person employed by a department or implementing agency to administer or execute an EPWP; (f) “task” means a fixed quantity of work; (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task; (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed; (i) “time-rated worker” means a worker paid on the basis of the length of time worked. <p>2. Terms of work</p> <p>2.1 Workers on an EPWP are employed on a temporary basis.</p> <p>2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on an EPWP.</p> <p>2.3 Employment on an EPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.</p> <p>3. Normal hours of work</p> <p>3.1 An employer may not set tasks or hours of work that require a worker to work;</p> <ul style="list-style-type: none"> (a) more than forty hours in any week (b) on more than five days in any week; and (c) for more than eight hours on any day. <p>3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.</p> <p>3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.</p>

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54	<p>4. Meal breaks</p> <p>4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.</p> <p>4.2 An employer and worker may agree on longer meal breaks.</p> <p>4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.</p> <p>4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.</p> <p>5. Special conditions for security guards</p> <p>5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.</p> <p>5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.</p> <p>6. Daily rest period</p> <p>Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.</p> <p>7. Weekly rest period</p> <p>Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").</p> <p>8. Work on Sundays and public holidays</p> <p>8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.</p> <p>8.2 Work on Sundays is paid at the ordinary rate of pay.</p> <p>8.3 A task-rated worker who works on a public holiday must be paid –</p> <p>(a) the worker's daily task rate, if the worker works for less than four hours;</p> <p>(b) double the worker's daily task rate, if the worker works for more than four hours.</p>

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54	<p>8.4 A time-rated worker who works on a public holiday must be paid –</p> <p>(a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;</p> <p>(b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.</p> <p>9. Sick leave</p> <p>9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.</p> <p>9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.</p> <p>9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.</p> <p>9.4 Accumulated sick-leave may not be transferred from one contract to another contract.</p> <p>9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.</p> <p>9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.</p> <p>9.7 An employer must pay a worker sick pay on the worker's usual payday.</p> <p>9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –</p> <p>(a) absent from work for more than two consecutive days; or</p> <p>(b) absent from work on more than two occasions in any eight-week period.</p> <p>9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorized to issue medical certificates indicating the duration and reason for incapacity.</p> <p>9.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.</p>

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54	<p>10. Maternity leave</p> <p>10.1 A worker may take up to four consecutive months' unpaid maternity leave.</p> <p>10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.</p> <p>10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.</p> <p>10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.</p> <p>10.5 A worker may begin maternity leave –</p> <ul style="list-style-type: none"> (a) four weeks before the expected date of birth; or (b) on an earlier date – <ul style="list-style-type: none"> (j) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or (ii) if agreed to between employer and worker; or (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health. <p>10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.</p> <p>10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.</p> <p>11. Family responsibility leave</p> <p>11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances –</p> <ul style="list-style-type: none"> (a) when the employee's child is born; (b) when the employee's child is sick; (c) in the event of a death of – <ul style="list-style-type: none"> (i) the employee's spouse or life partner; (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

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54	<p>12. Statement of conditions</p> <p>12.1 An employer must give a worker a statement containing the following details at the start of employment –</p> <ul style="list-style-type: none"> (a) the employer's name and address and the name of the EPWP; (b) the tasks or job that the worker is to perform; and (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract; (d) the worker's rate of pay and how this is to be calculated; (e) the training that the worker will receive during the EPWP. <p>12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.</p> <p>12.3 An employer must supply each worker with a copy of these conditions of employment.</p> <p>13. Keeping records</p> <p>13.1 Every employer must keep a written record of at least the following:</p> <ul style="list-style-type: none"> (a) the worker's name and position; (b) in the case of a task-rated worker, the number of tasks completed by the worker; (c) in the case of a time-rated worker, the time worked by the worker; (d) payments made to each worker (see 21 below). <p>13.2 The employer must keep this record for a period of at least three years after the completion of the EPWP.</p> <p>14. Payment</p> <p>14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.</p> <p>14.2 A task-rated worker will only be paid for tasks that have been completed.</p> <p>14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.</p> <p>14.4 A time-rated worker will be paid at the end of each month.</p> <p>14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.</p>

CLAUSE	CONTRACT SPECIFIC DATA
54	<p>14.6 Payment in cash or by cheque must take place –</p> <ul style="list-style-type: none"> (a) at the workplace or at a place agreed to by the worker; (b) during the worker's working hours or within fifteen minutes of the start or finish of work; (c) in a sealed envelope which becomes the property of the worker. <p>14.7 An employer must give a worker the following information in writing</p> <ul style="list-style-type: none"> (a) the period for which payment is made; (b) the numbers of tasks completed or hours worked; (c) the worker's earnings; (d) any money deducted from the payment; (e) the actual amount paid to the worker. <p>14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it</p> <p>14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.</p> <p>15. Deductions</p> <p>15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.</p> <p>15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.</p> <p>15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.</p> <p>15.4 An employer may not require or allow a worker to –</p> <ul style="list-style-type: none"> (a) repay any payment except an overpayment previously made by the employer by mistake; (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or (c) pay the employer or any other person for having been employed. <p>16. Health and safety</p> <p>16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.</p>

CLAUSE	CONTRACT SPECIFIC DATA
54	<p>16.2 A worker must –</p> <ul style="list-style-type: none"> (a) work in a way that does not endanger his/her health and safety or that of any other person; (b) obey any health and safety instruction; (c) obey all health and safety rules of the EPWP; (d) use any personal protective equipment or clothing issued by the employer; (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager. <p>17. Compensation for injuries and diseases</p> <p>17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.</p> <p>17.2 A worker must report any work-related injury or occupational disease to their employer or manager.</p> <p>17.3 The employer must report the accident or disease to the Compensation Commissioner.</p> <p>17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.</p> <p>18. Training</p> <p>A worker shall be trained as specified in the specification data of the scope of work.</p> <p>19. Termination</p> <p>19.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.</p> <p>19.2 A worker will not receive severance pay on termination.</p> <p>19.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.</p> <p>19.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.</p> <p>19.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.</p>

Clause	Contract Specific Data
54	<p>20. Certificate of service</p> <p>20.1 On termination of employment, a worker is entitled to a certificate stating –</p> <ul style="list-style-type: none"> (a) the worker's full name; (b) the name and address of the employer; (c) the EPWP on which the worker worked; (d) the work performed by the worker; (e) any training received by the worker as part of the EPWP; (f) the period for which the worker worked on the EPWP; (g) any other information agreed on by the employer and worker. <p>21. Reporting</p> <p>The contractor shall report the breakdown of each payment certificate into the broad categories of:</p> <ul style="list-style-type: none"> (a) overheads, (b) supervision, (c) materials, (d) plant, and (e) labour. <p>The contractor shall further report for each payment certificate the person-days of employment as set out in the pro forma, schedule: monthly labour report.</p> <p>In the calculation of person-days, a day shall be taken as 8 hours and no time over and above 8 hours per day shall be used to contribute to the number of person-days reported.</p> <p>22. Source of Labour</p> <p>The contractor shall source his labour from the local area through the services of the appropriate councillor or community liaison officer or other appointed person who has contact with a labour pool in the area.</p>
55.1.9	<p><u>Delete the contents of the clause and insert the following:</u></p> <p>The contractor furnished inaccurate information in the returnable documents or returnable schedules forming part of the contract.</p>
58.1.4	<p>Dispute resolution shall be by adjudication. or: Disputes are to be referred to mediation</p>
58.2	<p>Dispute resolution shall be by adjudication.</p>

C1.2.2PART 1 - DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract:

REFERENCE	CONTRACT SPECIFIC DATA BY THE EMPLOYER	
Clause 1.1.14	Name of Employer	Nkomazi Local Municipality
Clause 1.2.2	The address for receipt of communications is	Nkomazi Local Municipality
	Telephone	013 7900145
	Facsimile	
	Email	jonathan.ntsabo@nkomazi.gov.za
Clause 1.1.15	Name of Engineer	Not applicable to this contract
Clause 1.2.2	Address of Engineer	
	Telephone	
	Email	

C1.2.3 PART 2: DATA PROVIDED BY THE CONTRACTOR

The following contract specific data are applicable to this contract:

REFERENCE	CONTRACT SPECIFIC DATA BY THE CONTRACTOR	
Clause 1.1.8	Name of Contractor	
Clause 1.2.2	Address of the Contractor	
	E-mail of contractor	
	Telephone No. of contractor	
	Facsimile No. of contractor	

Clause 37.2.2.3 The percentage allowance to cover all charges for the contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is as stated in the bill of quantities / day workschedule.

Clause 46.3: The variation in cost of all special materials is to be provided in the table SM 1 for special materials.

Variations ,Rise and fall of bitumen based product variations will be based on Statistics South Africa indices .

The rates and prices for the special materials shall be furnished by the tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies. The quoted price is the ruling price on the month prior to close of tender.

Table: SM1

Special material	Unit on which variation will be determined		Price for base month ex-factory, excluding transport, labour or any other costs
	Containers	Delivered in bulk	

* Contractor to indicate the type, unit and rate of special material to be listed. When called upon to do so, the contractor shall substantiate the above rates or prices with acceptable documentary evidence. Contractor to provide any other special materials if deemed necessary

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C1.2.4 CONTRACT PRICE ADJUSTMENT SCHEDULE

CONTRACT PRICE ADJUSTMENT SCHEDULE	
Clause	Contract Data
1.	<p>The price adjustment formula provided in the general conditions of contract will apply, together with the following coefficients and the definition of the relevant indices indicated below;</p> <p>X=0,15 a=0,20 b=0,30 c=0,35 d=0,15</p>
2.	<p>Replace the definitions of the relevant indices with the following:</p> <p>“L” is the “Labour Index” and shall be the “Consumer Price Index” for the urban area of Nelspruit / Witbank as published in the Consumer Price Index Statistical Release PO 141.1 (Table 21 – Consumer Price Index and percentage change according to Urban Area) of Statistics South Africa.</p> <p>“P” is the “Plant Index” and shall be the “Civil Engineering Plant” index as published in the Production Price Index Statistical Release PO 142.1 (Table 16 – Price Index for selected materials) of Statistics South Africa.</p> <p>“M” is the “Materials Index” and shall be the “Civil Engineering” index as published in the Production Price Index Statistical Release PO 142.1 (Table 15 – Production Price for materials used in certain industries) of Statistics South Africa.</p> <p>“F” is the “Fuel Index” and shall be the “Diesel oil – Coast and Witwatersrand” index as published in the Production Price Index Statistical Release PO 142.1 (Table 16 - Production Price Index for selected materials) of Statistics South Africa.</p>

C2 PRICING DATA

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C2.1 PRICING INSTRUCTIONS

1. General

The pricing instructions describe the criteria and assumptions which will be assumed in the contract that the Tenderer has taken into account when developing his prices. The bills of quantities record the contractor's rates for providing supplies, services, engineering and construction works in accordance with the scope of work.

The terms of payment and the provisions for price adjustment, if applicable, are established in the contract data. These items are not described in the pricing data.

The tenderer's obligations in pricing the tender offer and the employer's undertakings in the checking and correction of arithmetical errors are dealt with in the standard conditions of tender contained in annexure F of SANS 294, as amended in and read in conjunction with the tender data.

2. Documents mutually explanatory

The documents forming the Contract are to be taken as mutually explanatory of one another. The bill of quantities forms an integral part of the contract documents and shall be read in conjunction with the tender data, contract data, scope of work, site information general and special conditions of contract, the specifications and the drawings.

3. Definitions

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

Unit	The unit of measurement for each item of work as defined in the scope of work and site information
Quantity	The number of units of work for each item.
Rate	The payment per unit of measurement at which the contractor contracts to do the work.
Amount	The product of the quantity and the rate tendered for an item.
Sum	An amount contracted for an item, the extent of which is described in the bill of quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

4. Descriptions

Descriptions in the bill 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 bill, the requirements of the standardised specification or scope of work, as applicable, shall prevail.

5. References

The clauses in a specification in which further information regarding the schedule item can be obtained appear under "reference clause" in the bill. 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 SABS in the SABS 1200 series of specifications, eg. G for SABS 1200 G.

6. Units of measurement

The units of measurement indicated in the bill of quantities are metric units.

The following abbreviations are used in the bill of quantities:

%	per cent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kW	kilowatt
l	litre
m	metre
mm	millimetre
MN	mega newton
MN-m	mega newton-metre
MPa	mega Pascal
m ²	square metre
m ³	cubic metre
m ³ -km	cubic metre-kilometre
m ² -pass	square metre-pass
no	number
PC sum	Prime Cost sum
Prov Sum	Provisional Sum
sum	lump sum
t	ton (1 000 kg)

7. Net measurements

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for off-cuts and waste.

8. Quantities

The quantities set out in the bill 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 accepted and certified for payment.

9. Currency

All rates and sums of money quoted in the bill of quantities shall be in Rand and whole cents. Fractions of a cent shall be discounted.

10. Value Added Tax

Value Added Tax shall be excluded from the rates and sums contracted for the various items of work included in the bill of quantities. VAT will be added as a single entry to the summary.

11. Rates and prices

11.1 General

- a) The contractor must price each item in the bill of quantities in BLACK INK. Reproduced computer printouts of the bills of quantities will not be acceptable.
- b) The rates and prices to be inserted in the bill of quantities shall cover all the services and incidentals 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.
- c) Where the contractor is required to furnish detailed drawings and designs or other information in terms of the contract data, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts contracted for the items scheduled in the bill of quantities. Separate additional payments will not be made.
- d) A price or rate is to be entered against each item in the bill 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 bill. The contractor will not be paid for items against which no rate or lump sum has been entered in the bill of quantities.
- e) Should the contractor group a number of items and contract one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.
- f) Should the contractor indicate against any item that compensation for such item is included in another item, the rate for the item included in another item shall be deemed nil.
- g) A submission may be regarded as non-responsive if any rates or lump sums in the bill of quantities are, in the opinion of the employer, unreasonable or out of proportion.

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11.2 "Rate only" items

The contractor shall fill in a rate (in the rate column) against all items where the words "rate only" appear in the amount column, which rate will constitute payment for work which may be done in terms of this item. Such "rate-only" items are used where it is estimated that little or no work will be required under the item or where the item is to be considered as an alternative to another item for which a quantity is given.

11.3 Arithmetic

Excepting where sum amounts are required or where provisionalsums have been indicated, the contractor shall enter an applicable rate in the rate column of the bill of quantities for each scheduled item. He shall also enter an appropriate sum in the Amount column for each scheduled item, by determining in the applicable line item the product of the quantity and the unit rate.

If there is an error in the line item resulting from the product of the unit rate and the quantity, the rate shall be binding and the error of extension as entered in the tender offer will be corrected by the employer in determining the contract price.

Where there is an error in addition, either as a result of other corrections required by this checking process or in the tenderer's addition of prices, such error will be corrected by the employer in determining the contract price.

12. Variation in text

No alteration, erasure or addition is to be made in the text of the bill of quantities. Should any alteration, erasure or addition be made, it will not be recognized; the original wording of the bill of quantities will be adhered to.

13. Construction

- a) Attention is drawn to clause 44.1 of the general conditions of contract and the contractor must not order the quantities of materials stated in the bill of quantities until he has confirmed from the construction drawings or measurement on site that such quantities are in fact the correct quantities.
- b) Items marked "L" in the bill of quantities shall be carried out using labour intensive methods.

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C2.2 MBD 3.1 BID PRICE

Bid Number NKO: 45/2021

(Note : Contract amount to be carried over to Form of Offer C1.1.1)**C2.2: BILL OF QUANTITIES****SCHEDULE A: ROAD CONSTRUCTION**

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (R)
1300	CONTRACTOR'S ESTABLISHMENT ON SITE	lump	1		
3800	<u>BREAKING UP EXISTING PAVEMENT LAYERS</u>				
38.02	Milling out existing bituminous material with an average milling depth				
	(b) Exceeding 30mm but not exceeding 60mm	m ³	500		
	(c) Exceeding 60mm	m ³	3500		
38.04	Excavating and spoiling material from an existing pavement and or the underlying fill to a free overhaul of 1km				
	(a). Non Cemented Material	m ³	100		
38.06	Extra over item 38.02 for milling in restricted widths of less than 1.0 m	m ³	100		
38.14	Providing milling machine on site	no	2		
38.15	Moving the milling machine on site for a distance exceeding 1.0 km	no	2		
	TOTAL CARRIED FORWARD TO SUMMARY				

TENDER NO.					
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ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (R)
1300	CONTRACTOR'S ESTABLISHMENT ON SITE	lump	1		
45/B42.21	Speed humps and rumble strips constructed with continuously graded medium asphalt and penetration grade bitumen as per attached drawing	t	400		
39.01	<u>PATCHING AND REPLACING EDGE BREAKS</u> Sawing asphalt or cemented pavement layers for patching (a)Sawing asphalt to an average depth (i) Not exceeding 50mm	m ²	500		
39.02	Excavating in existing pavements for patching in (a) Asphalt layer	m ³	400		
	(c) other layers	m ³	400		
39.03	Backfilling of excavation for patching with: (a) Chemically stabilized G5 material with 3% CEM II 32.5 A-L for a patch with a surface area: (i) Not exceeding 5 m ²	m ³	1000		
	(i) Not exceeding 5 m ²	m ³	100		
	(ii) Not exceeding 5m ² but not exceeding 100m ²	m ³	50		
	(ii) Exceeding 100m ²	m ³	20		
	(c) Continuously graded asphalt using 60/70 penetration grade bitumen compacted to 93% of maximum theoretical densities for areas: (i) Not exceeding 20 m ²	t	500		
	(ii) Exceeding 20m ² but not exceeding 100 m ²	t	500		
	(iii) Exceeding 100 m ²	t	400		
39.04	Compacting the floor of excavation for patching	m ²	3000		
39.05	Cutting back the edges of the existing surfacing for the repairing of edge breaks	m	100		
	TOTAL CARRIED FORWARD TO SUMMARY				

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (R)
1300	CONTRACTOR'S ESTABLISHMENT ON SITE	lump	1		
4200	ASPHALT BASE AND SURFACING				
42.01	Asphalt base (0-100mm thickness, 60/70pen, 13mm stone)				
	(a) Continuously graded asphalt	t	1800		
42.02	Asphalt surfacing (25mm, 60/70 pen)				
	(a) Medium continuously graded asphalt	m ²	45000		
	(f) Stone mastic asphalt (9.5mm)	m ²	100		
42.04	Tack coat of 30% stable-grade emulsion	litre	20000		
42.11	Asphalt layer constructed for rehabilitation purpose				
	(a) Asphalt base (60/70, 13mm stone)	t	1800		
	(b) Surfacing or overlay constructed with new asphalt(60/70 pen, 13mm stone)				
	(i) Medium continuously graded asphalt	t	3000		
	TOTAL CARRIED FORWARD TO SUMMARY				

TENDER NO.					
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BIDDER

WITNESS

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WITNESS

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (R)
1300	CONTRACTOR'S ESTABLISHMENT ON SITE	lump	1		
44.00	<u>SINGLE SEALS</u>				
44.01	Single seals using:				
	(c) 9.5mm bitumen rubber	m ²	35000		
	(d) 13.2 mm bitumen rubber	m ²	26000		
44.02	Bituminous binder variations:				
	(g) Bitumen rubber	litre	5000		
44.03	Aggregate variations				
	(c) 9.5mm aggregate	m ³	200		
	(d) 13.2 mm aggregate	m ³	100		
44.04	(b) 30% Fog spray graded emulsion	litre	1000		
44.05	Precoating aggregate using Sacrosote 70 or approved equivalent	m ³	450		
	TOTAL CARRIED FORWARD TO SUMMARY				

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (R)
1300	<u>CONTRACTOR'S ESTABLISHMENT ON SITE</u>	lump	1		
4800	<u>TREATMENT OF AN EXISTING SURFACE</u>				
48.03	Slurry seal (Fine Texture):				
	(a) Tack coat using 30% bitumen emulsion (60/70pen 240-260l/m ³)	litre	200		
	(b) Slurry applied by hand	m ²	100		
	(c) Slurry applied by spreader box	m ²	200		
48.05	Repairing edge breaks in surfacing (b) Reconstruction edges using medium continuously graded asphalt	t	30		
	CRACKSEAL				
1300	<u>CONTRACTOR'S ESTABLISHMENT ON SITE</u>	lump	1		
48.06	Cleaning the cracks with compressed air	m	100		
48.07	Applying bituminous binder for sealing cracks	m	100		
	(d) Hot bitumen binder	litre	100		
	TOTAL CARRIED FORWARD TO SUMMARY				

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	BIDDER	WITNESS	EMPLOYER	WITNESS	

SUMMARY		
SECTION	DESCRIPTION	AMOUNT
SCHEDULE A		
3800	BREAKING UP EXISTING PAVEMENT LAYER	
3900	PATCHING AND REPLACING EDGEBREAKS	
4200	ASPHALT BASE AND SURFACING	
4400	SINGLE SEALS	
4800	TREATMENT OF AN EXISTING SURFACE	
	OCCUPATIONAL HEALTH AND SATETY AGENT	R 500 000
	SUB-TOTAL	
	VAT	
	TOTAL	

C2.3 DAY WORK SCHEDULE

The tenderer must insert in this day workschedule the percentages which he proposes to claim for labour and on the actual net cost of materials and must state the rates for the use of such construction equipment as he proposes to have available upon the site to use for day work. (See clause 37.2.1 of the general conditions of contract).

The labour and materials percentages, and rates of hire quoted will be held to include for all items as detailed in Civil Engineering Quantities 1990, Chapter 8 sub clauses 8.3 and 8.4.

Rates for the use of construction equipment must be the overall charge, excluding VAT, to the employer.

(a) Labour

Percentage allowance on gross remuneration of workmen actually engaged %

(b) Material

Percentage allowance on net cost of materials delivered on Site %

(c) Construction Equipment

Construction Equipment: (insert details)	Hourly rate (Excluding VAT)	
	R	c

Date	Signed on behalf of the Tenderer

NOTES

- (i) If the percentage allowances are not stated by the tenderer in (a) and (b) above, or in the contract data, the percentages will be held to be:
 - 10% on the gross remuneration of workmen actually engaged,
 - 10% on the net cost of materials.
- (ii) Payments under Items (a) and (b) above will not be subject to price adjustment, but payments based on the rates under Item (c) will be adjusted in terms of clause 46.2 of the general conditions of contract

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C3 SCOPE OF WORK

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C3.1 STANDARD SPECIFICATIONS**C3.2 PROJECT SPECIFICATIONS****PART A GENERAL**

PS-1	Project description
PS-2	Description of the site and access
PS-3	Details of the works
PS-4	Construction management requirements
PS-5	Site facilities available
PS-6	Facilities required on site
PS-7	Features of the contract requiring special attention
PS-8	Rainfall figures
PS-9	Security clearance of personnel
PS-10	Safety
PS-11	Subcontractors
PS-12	Deviation from construction programme
PS-13	Delay in completion
PS-14	Supply of materials
PS-15	Execution of works
PS-16	Information that will be provided by the municipality
PS-17	Key performance indicators
PS-18	Payments
PS-19	Period of tender
PS-20	Accept of offer
PS-21	Evaluation
PS-22	Validity period
PS-23	Estimate timeframes

PART B VARIATIONS, AMENDMENTS & ADDITIONS TO THE STANDARD SPECIFICATIONS**C3.3 PARTICULAR SPECIFICATIONS**

PO:	Occupational health and safety specifications
Annexures	1, 2 & 3

C3.1 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are the Standard Specification for Roads and Bridge Works for State Road Authorities COLTO 1998 Edition.

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C3.2 PROJECT SPECIFICATIONS**STATUS**

The project specification, consisting of two parts and forms an integral part of the contract and supplements the standard specifications.

Part A contains a general description of the works, the site and the requirements to be met and detailed specifications.

Part B contains variations, amendments and additions to the standardized specifications and, if applicable, the particular specifications.

In the event of any discrepancy between a part or parts of the standardized or particular specifications and the project specification, the project specification shall take precedence. In the event of a discrepancy between the specifications, (including the project specifications) and the drawings and / or the bill of quantities, the discrepancy shall be resolved by the engineer before the execution of the work under the relevant item.

The standard specifications which form part of this contract have been written to cover all phases of work normally required for road contracts, and they may therefore cover items not applicable to this particular contract.

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PART A: GENERAL**PS1 PROJECT DESCRIPTION**

Supply and construction of asphalt surface, base correction, milling and replace with BTB, slurry seal, crack sealing and chips and spray (9.5mm and 13.2mm). This will be a three years contract term. The amount allocated each year will be as per approved capital budget on the roads reseal.

PS2 DESCRIPTION OF THE SITE AND ACCESS**2.1 Location of site**

Project is located within Nkomazi Local Municipality area (Komatipoort)

2.2 Access to site

Tenderer's must allow for all conditions on site in their tenders, since extra claims arising from difficult site conditions in respect to transport, handling, loading, off-loading, labour, housing, etc., will not be entertained.

Access routes to the site shall at all times be kept serviceable, or alternatives shall be provided. These include road entrances that may have to be kept closed overnight.

PS3 DETAILS OF THE WORKS**3.1 Brief description of works**

Supply and construction of asphalt surface, base correction, milling and replace with BTB, slurry seal, crack sealing and chips and spray (9.5mm and 13.2mm).

The list of roads to be resealed with type of seal to be used on each road in the specific financial year will be given to the awarded Contractor prior to commencing of works

3.2 Nature of stratum on site

Existing surfaced road.

3.3 Construction in confined areas

It may be necessary for the contractor to work within confined areas. Except where provided for in the specifications, no additional payment shall be made for work done in restricted areas. In certain places excavation, construction and filling works will have to be performed in a small ($\pm 1,0$ m width) working space. The method of construction in these confined areas largely depends on the contractor's constructional plant. The contractor shall note that, unless provided for in terms of the scheduled payment items of the project specifications, measurement and payment shall be in accordance with the specified excavation, construction and filling works, irrespective of the method used for achieving these cross sections and dimensions, and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment shall be made nor shall

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any claim for additional payment be considered in such cases.

PS4 CONSTRUCTION PROGRAMME

PS 4.1 General

The submission of a construction programme as stated per clause 15 of the general conditions of contract is compulsory.

Before any work is to be commenced on the site (within a period as stated in clause 15.2 of the general conditions of contract), the contractor must submit a detailed project programme for the construction of the works to the engineer for his approval.

In preparation of the construction programme the contractor must liaise with the engineer(Client representative) and the programme must take into account the coordination of all activities. The programme must consist of a detailed schedule or block diagram covering all aspects of the works and the planned time thereof must, with the contract period as time basis, be shown.

Rainfall conditions will be taken as abnormal when the average rainfall, as shown in clause PS 8, is exceeded and the contractor must then apply in writing for extension of the contract period using clause 50(5) of the special conditions of contract.

The contractor shall submit to the engineer a realistic, detailed programme not later than 14 days after receipt of the letter of acceptance. The programme shall be in bar-chart format showing in detail how the contractor proposes to complete the work covered by this contract by the due completion date.

The following details must be stated:

- i) The quantity of work applicable to each bar item as well as the rate at which the work will be completed.
- ii) A budget of the value of completed work, month by month, for the full contract period.
- iii) The contractor's plant commitment on the contract for every fortnight.
- iv) The critical path.

The programme shall be kept up to date. If a contractor fails to maintain progress in terms of the programme, he shall produce a revised programme showing the modifications to the original programme necessary to ensure completion of the works before the due completion date.

The approval of any programme by the engineer shall have no contractual significance, other than satisfying the engineer that the work is carried out according to such programme and that the contractor undertakes to carry out the work in accordance with the programme. The engineer will have the right to instruct the contractor to revise the programme if necessitated by circumstances.

PS 4.2 Time for completion

The maximum time allowed for the completion of the contract is 2 months (excluding special non- working days and the year-end break) from the date of letter of acceptance.

PS 5 SITE FACILITIES AVAILABLE

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

PS 5.1 Water supply

Fresh water will be available for domestic and construction purposes, but the contractor must supply all necessary materials for the water connection at a position pointed out by the employer. The availability of water cannot be guaranteed by the municipality and in the event of water no longer being freely available, the contractor must make his own arrangements to acquire it.

The rates tendered for the relevant items in the preliminary and general section of the schedule shall include all costs for the establishment and maintenance of water supply to the works and the contractor shall make his own arrangements for the possible conveyance and storage of water if necessary. The contractor will be held responsible for any wastage of water due to negligence.

PS 5.2 Power supply

Electrical power cannot be guaranteed by the municipality. During power failures and shortages, the contractor must make his own arrangements for the provision of electricity.

The rates tendered for the relevant items in the preliminary and general section of the schedule shall include all costs for the establishment and maintenance of a power supply to the works.

PS 6 FACILITIES REQUIRED ON SITE**PS 6.1 Facilities for the engineer**

A site office for the engineer is not required.

PS 6.2 Facilities for the contractor

The following facilities are required on the site for the contractor in addition to the facilities required by the contractor for his own purposes:

Ablution and sanitary facilities

The contractor shall erect and maintain on the site proper ablution facilities. The contractor shall service and maintain the facilities in a clean and hygienic state for the duration of the contract period and on completion of the works it from the site.

Site establishment

The engineer shall indicate the location for the site office before the contractor establishes site.

PS 6.3 Laboratory facilities (clause 7 SABS 1200A)

The contractor shall provide Laboratory facilities at an SABS accredited laboratory to conduct tests as required or as specified/measured in the bills of quantity.

PS 6.4 Municipal name board

2 official name boards, as per C4.2 site information: construction notice board, are required for this contract.

PS 6.5 Housing for the engineer and/or his representative

No housing is required for the engineer or his representative.

PS 6.6 Telephone Facilities

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

Telephone facilities are not needed on the site. The contractor's representative on site shall at all times be reachable by cell phone.

PS 7 FEATURES OF THE CONTRACT REQUIRING SPECIAL ATTENTION

The execution of this contract is primarily the supply and construction of asphalt surface, base correction, milling and replace with BTB, slurry seal, crack sealing and chips and spray. Construction work is to be conducted in areas of presumably unstable sub-surface conditions and the tenderer shall provide special insurance to cover the works, machinery and his and the employer's personnel in the event of ground movement during execution of work.

The engineer or employer shall not be responsible or liable for any losses or damages incurred by the contractor irrespective if it is due to the execution of work as per specifications or as directed in writing or verbally by the employer or engineer.

PS 8 RAINFALL FIGURES

The following figures are applicable for clause 50(5) of the special conditions of contract:

INFORMATION SOURCE	National Weather Bureau, Department of Transport Pretoria, Tel.: (012) 309 3911
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TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

PS 9 SECURITY CLEARANCES OF PERSONNEL

Tenderers to note that the Nkomazi Local Municipality may require that security clearance investigations be conducted on any number of the tenderer's personnel.

If so required, by the Nkomazi Local Municipality, the tenderer must remove personnel as indicated immediately and ensure that they have no access to the works or documentation or any other information pertaining to the site.

The employer shall not be liable for any cost concerning the removal of personnel or the effect thereof on the execution of the work.

PS 10 SAFETY**PS10.1 Safety of workmen**

The safe conduct of the works shall be a primary consideration and the entire works shall be carried out in conformity with all applicable statutory regulations and requirements and tenderers must price their tenders accordingly.

The contractor shall provide and maintain in readiness on the site, all equipment, and materials necessary to render first aid in case of accidents or other emergencies. The contractor shall also assign to the works and designate for this purpose, trained employees who are able to render first aid.

PS10.2 Health and safety requirements

It is a requirement of this contract that the contractor shall provide a safe working environment and to direct all his activities in such a manner that his employees and any other persons who may be directly affected by his activities are not exposed to hazards to their health and safety.

To this end the contractor shall conform to all the stipulations of the Occupational Health and Safety Act (Act 85 of 1993) and the regulations applicable at the time of tender, which inter alia provide for the designation of a health and safety representative (or representatives) when an employer has more than 20 employees in his employ.

PS 11 SUB-CONTRACTORS

The employer shall have the right to cede any sub-contract under this contract to a pre-approved subcontractor, in accordance with the provisions of clause 9 of the general conditions of contract.

PS 12 DEVIATION FROM CONSTRUCTION PROGRAMME

The programme of work as required in terms of the "General Conditions of Contract –Sixth Edition (1990)" shall be submitted to the engineer not later than fourteen days after the commencement date.

The contractor shall take into account the requirements of the Occupational Health and Safety Act, as well as the construction regulations in the drafting of the programme.

The format shall not be in the form of a bar chart only, but shall also clearly indicate the anticipated quantity of work to be executed each month. The construction programme shall also clearly indicate the local and foreign labour to be utilised for the duration of the Contract.

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

If during the progress of the work, the quantities of the work performed per month fall below the expected indicated in the construction programme, or if the sequence of operation is altered, or if the programme is deviated from in any other way, the contractor shall, within one week after being notified by the engineer, submit a revised construction programme.

Such a revised construction programme shall be based on the tempo of work achieved by the contractor up to the date of revision. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by providing more labour and plant on site or by using the available labour and plant in a more efficient manner.

Failure on the part of the contractor to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as provided for in the "General Conditions of Contract –Sixth Edition (2010)".

PS 13 DELAY IN COMPLETION

The contractor shall organise the works in such a manner that no delays occur. Delay due to faulty organisation or lack or shortage of materials or labour or co-operation with other parties or to any other cause within the control of the contractor will not be countenanced and full power is reserved by the engineer to order the contractor to expedite the work should the work, in the opinion of the engineer, not progress in a satisfactory way.

PS 14 SUPPLY OF MATERIALS

All material to be used in the works is to be supplied by the contractor.

The contractor shall ensure that the work is not delayed due to the lack of materials on site, by placing orders for material required under this contract as soon as possible. No extension of time will be allowed for any delay due to the supply of materials.

Although the quantities have been carefully calculated, it must be considered as approximate only and the contractor, before ordering any materials, should check the quantities required. The bill of quantities is provisional.

PS 15 EXECUTION OF THE WORKS

PS 15.1 Inspection by the engineer

No portion of the work shall be proceeded with until the Employer or his representative has examined and approved the previous stage. If any work is covered or hidden from view before the Employer or his representative has inspected the work, the contractor shall at his own cost expose the covered or hidden work for inspection. The contractor shall also be responsible for making good any work damaged during the uncovering.

PS 15.2 Certificate of completion

When all the work under the contract have been completed to the entire satisfaction of the employer, he will issue a certificate of completion to the contractor informing the contractor of the date the date at which the works are deemed to be completed and accepted by the employer.

The sureties provided by the contractor for the fulfilment and completion of the contract in terms of the form of agreement will be released upon the issue of the certificate of completion.

PS 16 INFORMATION THAT WILL BE PROVIDED BY THE MUNICIPALITY

List of drawings and name streets need to be reseal/corrected.

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

PS 17 KEY PERFORMANCE INDICATORS

The following Key Performance Indicators will be used to assess the performance of the service provider:

- 17.1 Monthly reports
- 17.2 EPWP job creation reports)

PS 18 PAYMENTS

(Indicate payment requirement for example;

Payment will be in accordance with the tendered pricing schedule and the Key Performance Indicators indicated in the Terms of Reference. All prices should be inclusive of VAT. A valid tax invoice must be submitted every month with all mandatory information and reporting as indicated in the scope of work.

Payment will be made within 30 working days from receipt of invoice by the finance department.

PS 19 PERIOD OF TENDER

Ones off as per the advert.

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

PS20 ACCEPTANCE OF OFFER

The municipality reserves the right not to award the tender or any part of the tender subject to the availability of budgetary funds.

PS 21 EVALUATION

Tenders will be evaluated on functionality first. Only tenders who receive the minimum eligible points will be further evaluated on price and preference points. Each area from one (1) will be evaluated individually on price. The highest score bidder will be recommended and be eliminated for the second (2) area. The highest score bidder for the second area will be recommended and be eliminated for the next area and so on until one contractor is appointed).

PS 22 VALIDITY PERIOD

The tender shall be valid for 90 days from date of opening the tender.

PS 23 ESTIMATE TIMEFRAMES

(Indicate preliminary time frames of tender)

NO.	ACTIVITY	ESTIMATE DATE
1.	Advertisement and invitation	
2.	Closing Date for submission of bids	
3.	Evaluation process.	
4.	Submission to bid committees	
5.	Signing of final award	

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

PART B: VARIATIONS, AMENDMENTS AND ADDITIONS TO THE STANDARDIZED SPECIFICATIONS

1. SLURRY SEAL

- 1.1.1 Tenders are invited for the supply, delivery and application of a $\pm 8\text{mm}$ slurry seal in Nkomazi Local Municipality towns

The Contractor will supply the following:

Slurry seal emulsion (SS 60).
 Mix and lay unit (slurry seal machine and crew).
 Traffic control and road traffic signs.
 Establishment.
 Cement (1. %).

1.1.2

The aggregate for slurry seals shall be approved crusher sand obtained from a parent rock having an ACV not exceeding 30% or a mixture of such crusher sand and approved clean natural sand, where the mixture does not contain more than 25% of natural sand. Aggregate shall comply with the grading requirements given in table 4302/11 for the slurry and grade or type of aggregate specified

1.2 General

Specifications for slurry seal

- 1.2.1 The emulsion content of the slurry varies between 240 and 260litre / m^3 (SS 60).
- 1.2.2 Slurry shall not be applied at an air temperature of less than 7°C when temperatures are rising or less than 13°C when temperatures are dropping.
- 1.2.3 During hot weather slurry operations shall be suspended when aggregate is being displayed by the box or squeegees.
- 1.2.4 Aggregate slurry shall be approved crusher sand obtained from a parent rock having an ACV not exceeding 30 or a mixture of crush sand and clean natural sand. The mixture should not contain more than 25% of natural sand.
- 1.2.5 Aggregate shall comply with the grading requirements given in table 4302/11 for the slurry and grade or type of aggregate specified

Sieve size (mm)	Percentage by mass passing		
	Fine grade	Medium grade	Coarse grade
6.700		100	100
4.750	100	82 - 100	70 - 90
2.360	90 - 100	56 - 95	45 - 70
1.180	65 - 95	37 - 75	28 - 50
0.600	42 - 72	22 - 50	19 - 34
0.300	23 - 48	15 - 37	12 - 25
0.150	10 - 27	7 - 20	7 - 18
0.075	4 - 12	4 - 12	2 - 8

The properties of all materials, plant and equipment and working procedure, should comply with

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

COLTO 1998 Section 4200 and 4300.**2. HOT ASPHALT WEARING COURSE**

- 2.1.1 Tenders are invited for the supply, delivery, and application and rolling of a 20-30mm layer of hot premix asphalt in Nkomazi local Municipality Towns.
- 2.1.2 The cleaning of streets and repairing of potholes will be undertaken by the contractor as well as the necessary road traffic signs.
- 2.1.3 Detailing specifications and particulars must be furnished with each tender.

2.2 General**Specifications for Hot Asphalt****2.2.2 Mixing ratios**

Asphalt surface courses must comply with the specification in table 17.
(As for continuously graded Medium).

2.2.3 Spraying equipment

The mixture must be applied with an approved self-driven mechanical paver.

2.2.4 Compaction

Steelwheel and Pneumatic rollers can be used for compaction.

The following requirements shall apply rolling and compacting generally.

The material shall not be excessively displaced in a longitudinal or transverse direction especially when changing gears, stooping or starting rollers.

No cracks or hair cracks shall be formed and the bond with the underlying layer shall not be broken.

The density shall be uniform over the whole area of the layer.

In restricted areas where the specified rollers cannot be used, compaction shall be carried out with hand operated mechanical compaction equipment or smaller vibratory rollers.

There will be no leaks (oil, diesel, and petrol) on any rollers

3. MILLING

- 3.1 The machine shall be capable of making a neat vertical cut at the outer edges when milling the layer and to leave the floor of the cut level and with a uniform mixture.
- 3.2 Where only part of the pavement is to be milled out the milling area shall be properly demarcated.
- 3.3 Milling may not exceed the required width by more than 50mm.
- 3.4 Payment will not be made for milling beyond the required width which shall be backfilled with approved material in accordance with provisions for the specified pavement material at the cost of the contractor.

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

3.5 Payment will not be made for replacing any defective plant.

The properties of all materials, plant and equipment and working procedure, should comply with COLTO 1998 Section 3800.

4. BITUMEN RUBBER SEAL (9.5MM AND 13.2MM)

4.1 Tenders are invited for the application of a 9.5 mm and 13.2 mm Bitumen Rubber seal in Nkomazi Local Municipality towns

4.2 General specifications

- 4.2.1 Nominal size of road stone 9.5mm, 13.2 mm.
- 4.2.2 Minimum ALD of road stone 5.8 mm, 8.0 mm respectively.
- 4.2.3 Application rate of road stone is 0.007 m³/m² and 0.01 m³/m² respectively.
- 4.2.4 Application rate of Bitumen Rubber is ±1.8 l/ m²
- 4.2.5 Road min. temp. 20°C and rising.
- 4.2.6 Ambient temp. 20°C and rising.
- 4.2.7 Roads must be swept, dust free and clean.

4.3 The contractor will supply the following:

- 4.3.1 Bitumen Rubber, sprayed and crew.
- 4.3.2 Road stone pre-coated and self-propelled chip spreader, tipper –trucks and crew.
- 4.3.3 Tractor with sweeper brooms and crew
- 4.3.4 Traffic control and road traffic signs.
- 4.3.5 Pneumatic tyred rollers compacting the surface.
- 4.3.6 Water spray tanker.
- 4.3.7 Establishment.

4.4 Variation in application rate for:

- 4.5.1 Road stone
- 4.5.2 Bitumen Rubber

4.5 The properties of all materials, plant equipment and working procedure should comply with COLTO 1998 Section 4200 and 4300.

5. PATCHWORK

- 5.1 All patches will be marked by Council.
- 5.2 Remove all material to depth of 150 mm.
- 5.3 All patchwork deeper than 150mm will have to be authorized by the Director Infrastructure Development
- 5.4 Backfill material will be supplied by Council at the Service Centre.
- 5.5 Backfill and stabilise with 2.5% cement in layers of 150mm to 97% MOD AASHTO.
- 5.6 Apply 50% diluted emulsion at a rate of 0.4 litre/ m²
- 5.7 Seal with 25mm-30mm hot premix.
- 5.8 No patchwork will be left open overnight.
- 5.9 Traffic control will be the responsibility of the contractor to satisfaction of the Director Infrastructure Development

The properties of all materials, plant equipment and working procedure should comply with COLTO 1998 Section 3900

SPEEDHUMPS

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

6.1 All traffic signs will be installed by the Municipality prior to commencement of construction of speedhump.

6.2 Contractor must notify Employers representative immediately within hour after construction of speedhump

6.3 Road marking will be done by the Municipality immediately after the construction of speedhump.

SITE ESTABLISHMENT

7.1 The rate for site establishment will be for each team as there is no guarantee that all teams can work on one location.

7.2 Payment will not be made for replacing any defective plant.

7.3 Payment will not be made for de-establishing and re-establishing on site due to unfavourable weather conditions or unavailability of material.

DESIGNS

8.1 All designs must be handed to the Director Infrastructure Development (Two weeks) before work start for approval.

8.2 Sample of 9.5mm and 13.2mm stone to be supplied to Director Infrastructure Development for the testing and approval, before delivery of stone on site.

8.3 Test results of all material used in the resealing to be provided to the Director Infrastructure Development for approval. (Except material that must comply with COLTO Standard).

7. APPLICATION OF CONTRACT PRICE ADJUSTMENT

7.1 The value of the certificates issued shall be adjusted in accordance with Contract Price Adjustment Schedule.

7.2 The urban area nearest site is Mpumalanga Malelane, Marloth park, Hectorspruit and Komatiport

7.3 The base month for indices is the month of the date for closing of the tender

7.4 The indices are those prepared by Statistics South Africa

7.5 Price adjustment for variations of special materials are allowed.

8. GENERAL

All rates for schedule A must include accommodation of traffic

9. PROJECT OUTPUT

9.1 Monthly progress meetings will be conducted

9.2 Prepare monthly progress reports and must be submitted to the Director Infrastructure Development

9.3 Hard copy and soft copy of close out report

9.4 The final payment will only be released once the above mentioned has been submitted.

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

C3.3 PARTICULAR SPECIFICATIONS

In addition to the standardised and project specifications, the following particular specifications shall apply to this contract and are bound in hereafter.

CLAUSE	DESCRIPTION
PO	Occupational Health and Safety Specifications

PO:OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

Specification in terms of the construction regulations 4(1)(a) of the Occupational Health and Safety Act, No. 85 of 1993

1. Background

In terms of the construction regulation 4(1)(a) of the Occupational Health and Safety Act, No. 85 of 1993, the Nkomazi Local Municipality, as the client, is required to compile a health and safety specification for the intended project and provide such specification to any prospective tenderer.

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

2. Scope

Development of a health and safety specification that addresses all aspects of occupational health and safety as affected by the refurbishment of the stormwater system.

3. OH&S MANAGEMENT

3.1 Structure and organization of OH&S responsibilities

3.1.1. Overall supervision and responsibility for OH&S

- The client is to ensure that the principal contractor, appointed in terms of construction regulation 4(1)(c), implements and maintains the agreed and approved OH&S plan.
- The chief executive officer of the principal contractor in terms of section 16(1) of the act is to ensure that the employer (as defined in the act) complies with the act. Annexure 2 - "Legal Compliance Audit" may be used for this purpose.
- Any OH&S Act (85 /1993), section 16(2) appointee/s as detailed in his/her respective appointment forms.
- The construction supervisor and assistant construction supervisor/s appointed in terms of construction regulation 6.

3.1.2. Further (specific) supervision responsibilities for OH&S

Appointments required by the act and regulations:

- OH&S representatives (sections 17/18 of the act)
- OH&S committees (sections 19/20 of the act)
- Risk assessor (construction regulation 7(1))
- Accident/incident investigations co-ordinator (general administrative regulation 9(2))
- Form/support work supervisor (construction regulation 10(a))
- Batch plant supervisor (construction regulation 18(1))
- Stacking & storage supervisor (construction regulation 26(a))
- Fire equipment inspector (construction regulation 27(h))
- Electrical installations, machinery & appliances inspector (construction regulation 22)
- Excavations supervisor (construction regulation 11(1))
- Demolition supervisor (construction regulation 12(1))
- OH&S officer (where necessary) (construction regulation 6(6))
- Person responsible for machinery (general machinery regulation 2)
- emergency, security and fire co-ordinator (construction regulation 27(h) & environmental regulation 9)

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

- Fire equipment inspector (construction regulation 27(h) environmental regulation 9)
- First aider (general safety regulation 3(2))
- Hazardous chemical substances supervisor (HCS regulations)
- Ladders inspector (general safety regulation 13A)
- Lifting equipment inspector (construction regulation 20)
- Operators & drivers of construction plant & vehicles (construction regulation 21(i))
- Structures supervisor (construction regulation 9)
- Users operators of construction equipment (construction regulation 21(i))
- Welding supervisor (general safety regulation 9)

3.2. Communication and liaison

- OH&S liaison between the client, the principal contractor, the other contractors, the consulting engineer and other concerned parties will be through the OH&S committee as in 3.10.
- In addition to the above, communication may be directly to the client or his appointed agent, verbally or in writing, as and when the need arises.
- Consultation with the workforce on OH&S matters will be through their supervisors, OH&S representatives, the OH&S committee and their elected trade union representatives, if any.
- The principal contractor will be responsible for the dissemination of all relevant OH&S information to the other contractors e.g. design changes agreed with the client and the consulting engineer, instructions by the client and/or his/her agent, exchange of information between contractors, the reporting of hazardous/dangerous conditions/situations etc.

3.3. OH&S file

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

- Notification of construction work (construction regulation 3)
- Copy of OH&S Act (updated) (general administrative regulation 4)
- Proof of registration and good standing with a COID insurer (construction regulation 4 (g))
- Copy of health and safety plan (construction regulation 5(1))
- OH&S programme agreed with client including the underpinning risk assessment and method statements (construction regulation 5(1))
- Designs/drawings (construction regulation 5(8))
- A list of contractors (subcontractors) including copies of the agreements between the parties and the type of work being done by each contractor (construction regulation 9)
- Appointment/designation forms as per 3.1.1. and 3.1.2. above
- Registers as follows:
 - * Accident/incident register (annexure 1 of the general administrative regulations)
 - * OH&S representatives inspection register
 - * Form/support work inspection
 - * Excavations inspection
 - * Lifting equipment
 - * Demolition inspections
 - * Designer's inspection of structures record
 - * Batch plant inspections

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

- * Arc & gas welding & flame cutting equipment inspections
- * Construction vehicles & mobile plant inspections
- * Electrical installation and machinery inspections
- * Fire equipment inspection & maintenance
- * First aid
- * Hazardous chemical substances
- * Lifting tackle and equipment inspections
- * Inspection of cranes
- * Inspection of ladders
- * Inspection of vessels under pressure
- * Machinery inspections
- * Drivers/operators of mobile plant/construction vehicles daily inspections

The principal contractor will be required to submit the abovementioned registers monthly to the chairperson of the OH&S committee for endorsement.

The health & safety file must be handed over to the client on completion of the contract. It must contain all the documentation handed to the principal contractor by any subcontractors together with a record of all drawings, designs, materials used and other similar information concerning the completed project.

3.4 **OH&S goals and objectives and arrangements for monitoring and review of OH&S performance**

The principal contractor is required to maintain a compensation incidence frequency rate (CIFR) of at least 8 (refer annexure 3 - "measuring injury experience") and to report on this to the client on a monthly basis.

3.5. **Identification of hazards and development of risk assessments, standard working procedures (SWP) and method statements**

The principal contractor is required to develop risk assessments, standard working procedures (SWP) and method statements for each activity executed in the contract or project (refer to section 4. below "project/site specific requirements").

3.6. **Arrangements for monitoring and review**

3.6.1. Monthly audit by client

The client will be conducting a monthly audit to comply with construction regulation 4(1)(d) to ensure that the principal contractor has implemented and is maintaining the agreed and approved OH&S plan.

3.6.2. Other audits and inspections by client

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

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

3.6.3 Reports

The principal contractor is required to provide the client with a monthly report in the format as per the attached annexure 4: "OHSE risk management report".

TENDER NO.					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

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

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

OR where:

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

to the Provincial Director of the Department of Labour within seven days. (section 24 of the general administrative regulation 8). The principal contractor is required to provide the client with copies of all statutory reports required in terms of the act.

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

3.6.4 Review

The principal contractor is to review the hazard identification, Risk assessments and SWP's at each two weekly site inspection/meeting as the construction work develops and progresses and each time that changes are made to the designs, plans and construction methods and processes.

The principal contractor must provide the client, other contractors and all other concerned parties with copies of any changes, alterations or amendments.

3.7 Site rules and other restrictions

3.7.1. Site OH&S rules

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

3.7.2. Security and emergency arrangements

The principal contractor must establish site access rules and implement and maintain these throughout the construction period.

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

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

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

3.8. Training

The contents and syllabi of all training required by the act and regulations must be included in the principal contractor's OH&S plan.

3.8.1. General induction training

All employees of the principal and other contractors to be in possession of proof of general induction training.

3.8.2. Site specific induction training

All employees of the principal and other contractors to be in possession of site specific OH&S induction training.

3.8.3. Other training

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

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

OH&S training requirements: (as required by the construction regulations and as indicated by the OH&S specification and the risk assessment/s):

1. General induction (section 8 of the act)
2. Site/job specific induction (also visitors) (sections 8 & 9 of the act)
3. Site/project manager
4. Construction supervisor
5. OH&S representatives (section 18(3) of the act)
6. Training of the appointees indicated in 3.1.1. & 3.1.2. above
7. Operation of cranes (driven machinery regulations 18(11))
8. Operators and drivers of construction vehicles & mobile plant (construction regulation 21)
9. Basic fire prevention & protection (environmental regulations 9 and construction regulation 27)
10. Basic first aid (general safety regulations 3)
11. Storekeeping methods & safe stacking (construction regulation 26)
12. Emergency, security and fire co-ordinator

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3.9. Accident and incident investigation

The principal contractor is responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she had to be referred for medical treatment by a doctor, hospital or clinic (general administrative regulation 9).

The results of the investigation to be entered into the accident/incident register (general administrative regulation 9).

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

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

3.10.1 OH&S representatives and committees

3.10.1 Designation of OH&S representatives

Where the principal contractor employs more than 20 persons (including the employees of other contractors (sub-contractors) he has to appoint one OH&S representative for every 50 employees or part thereof. General administrative regulation 6 requires that the appointment or election and subsequent designation of the OH&S representative are executed in consultation with employee representatives or employees (section 17 of the act and general administrative regulation 6 & 7).

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

3.10.2 Duties and functions of the OH&S representatives

The principal contractor must ensure that the designated OH&S representatives conduct a minimum monthly inspection of their respective areas of responsibility using a checklist and report thereon to the principal contractor. OH&S representatives must be included in accident/incident investigations.

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

3.10.3 Appointment of OH&S committee

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

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

- Opening and welcome
- Present/apologies/absent
- Minutes of previous meeting

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- Matters arising from the previous minutes
- OH&S representatives reports
- Incident reports & investigations
- Incident/injury statistics
- Other matters
- Endorsement of registers and the statutory documents by a representative of the principal contractor
- Close/next meeting

4. PROJECT / SITE SPECIFIC REQUIREMENTS

The following is a list of specific activities and considerations that have been identified for the project and the construction site and for which risk assessments, Standard working procedures (SWP), management and control measures and method statements (where necessary) have to be developed by the principal contractor:

- Clearing & grubbing of the area/site
- Site establishment including:
 - Office/s
 - Secure/safe storage for materials, plant & equipment
 - Ablutions
 - Sheltered eating area
 - Maintenance workshop
 - Vehicle access to the site
- Dealing with existing structures (NB: the existing pipeline is also a structure)
- Location of existing services
- Installation and maintenance of temporary construction electrical supply, lighting and equipment
- Adjacent land uses/surrounding property exposures
- Boundary and access control/public liability exposures (NB: the employer is also responsible for the OH&S of non-employees affected by his/her work activities)
- Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
- Exposure to noise
- Exposure to vibration
- Protection against dehydration and heat exhaustion
- Protection from wet & cold conditions
- Dealing with HIV/Aids and other diseases
- Use of portable electrical equipment including
 - Angle grinder
 - Electrical drilling machine
 - Skill saw
- Excavations including
 - Ground/soil conditions
 - Trenching
 - Shoring
 - Drainage of trench
- Welding including
 - Arc welding
 - Gas welding
 - Flame cutting
 - Use of LP gas torches and appliances
- Loading & offloading of trucks
- Aggregate/sand and other materials delivery
- Manual and mechanical handling
- Lifting and lowering operations

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- Driving & operation of construction vehicles and mobile plant including
 - Trenching machine
 - Excavator
 - Bomag roller
 - Plate compactor
 - Front end loader
 - Mobile cranes and the ancillary lifting tackle
 - Parking of vehicles & mobile plant
 - Towing of vehicles & mobile plant
- * Use and storage of flammable liquids and other hazardous substances
- * Layering and bedding of trench floor
- * Installation of pipes in trench
- * Pressure testing of pipeline
- * Installing heat shrink joint sleeves
- * Backfilling of trench
- * Protection against flooding
- * Gabion work
- * Use of explosives
- * Protection from overhead power lines
- * As discovered by the principal contractor's hazard identification exercise
- * As discovered from any inspections and audits conducted by the client or by the principal contractor or any other contractor on site
- * As discovered from any accident/incident investigation.

Annexure 1: Construction occupational health – safety – environment audit system

Annexure 2: Guidelines for the development of a health and safety plan

Annexure 3: Guide to risk assessment

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ANNEXURE 1**CONSTRUCTION OHS ENVIRONMENTAUDIT SYSTEM**

(based on the new construction regulations)

*** Denotes items applicable to both construction sites and contractors plant / storage****1. Administrative & Legal Requirements**

SECTION / REGULATION	SUBJECT	REQUIREMENTS	YES/NO
ConstructionReg 3	Notice of carrying out construction work	Department of Labour notified	
		Copy of notice available on site	
General Admin Reg 3	* Copy of OH&S Act (Act 85 of 1993)	Updated copy of act & regulations on site	
		Readily available for perusal by employees	
COID Act Section 80	* Registration with compens. insurer	Written proof of registration/letter of good standing available on site	
ConstructionReg 4 & 5(1)	OH&S specification & plan	OH&S specification received from client	
		OH&S plan developed	
		Updated regularly	
Section 8(2)(d) and ConstructionReg 6	* Hazard identification & risk assessment	Hazard identification carried out/ recorded	
		Risk assessment and plan drawn up/ updated	
		Risk assessment plan available on site	
		Employees/subcontractors informed/trained	
Section 16(2)	* Assigned duties (managers)	Responsibility of complying with the OH&S Act assigned to other person/s by CEO	
Construction Reg 5(2)	Designation of person responsible on site	Competent person appointed in writing as	
		Construction supervisor	
Construction Reg 5(5)(a)	Designation of subordinate person	Competent person appointed in writing as	
		Sub-ordinate construction supervisor	
Section 17 & 18	* Designation of occupational health & safety representatives	More than 20 employees – one OH&S representative, one additional OH&S rep. for each 50 employees or part thereof	
		Designation in writing, period and area of responsibility specified	
		Meaningful OH&S rep. reports	
		Reports auctioned by management	
Section 19 & 20	* Occupational health & safety committee/s	OH&S committee/s established	
		Members appointed in writing	
		Meetings held monthly	
		Minutes kept	
		Auctioned by management	

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SECTION / REGULATION	SUBJECT	REQUIREMENTS	YES/NO
Section 37	* Agreement with mandatories (subcontractors)	Written agreement with subcontractors	
		List of subcontractors displayed	
		Proof of registration with compensation insurer/letter of good standing	
		Construction work supervisor designated	
		Written arrangements concerning	
		OH&S reps & OH&S committee	
		Written arrangements regarding first aid	
Construction Reg 7	Fall prevention & protection	Competent person appointed to draw up and supervise the fall protection plan	
		Proof of appointees competence available on site	
		Risk assessment carried out for work at heights	
		Fall protection plan drawn up/updated	
		Available on site	
ConstructionReg 8	Roofwork	Competent person appointed to plan & supervise roofwork	
		Proof of appointees competence available on site	
		Risk assessment carried out	
ConstructionReg 8	Roofwork	Roofwork plan drawn up/updated	
		Roof work inspect before each shift. Inspection register kept	
		Employees medically examined for physical & psychological fitness. Written proof available	
Construction Reg 9	Structures	Information re. the structure being erected received from the designer including:	
		- geo-science technical report where relevant	
		- the design loading of the structure	
		- the methods & sequence of construction	
		- anticipated dangers/hazards/special measures to construct safely	
		Risk assessment carried out	
		Method statement drawn up	
		All above available on site	
		Structures inspected before each shift. Inspections register kept	

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SECTION / REGULATION	SUBJECT	REQUIREMENTS	YES/NO
Construction Reg 10	Form work & support work	Competent person appointed in writing to supervise erection, maintenance, use and dismantling of support & form work	
		Design drawings available on site	
		Risk assessment carried out	
		Support & formwork inspected:	
		- before use/inspection	
		- before pouring of concrete	
		- weekly whilst in place	
Construction Reg 11	Scaffolding	Competent persons appointed in writing to:	
		- erect scaffolding (scaffold erector/s)	
		- act as scaffold team leaders	
Construction Reg 11	Scaffolding	- inspect scaffolding weekly and after inclement weather (scaffold inspector/s)	
		Written proof of competence of above appointees available on site	
		Copy of SABS 085 available on site	
		Risk assessment carried out	
		Inspected weekly/after bad weather	
		Inspection register/s kept	
Construction Reg 12	Suspended scaffolding	Competent persons appointed in writing to:	
		- erect suspended scaffolding (scaffold erector/s)	
		- act as suspended scaffold team leaders	
		- inspect suspended scaffolding weekly and after inclement weather (scaffold inspector/s) risk assessment conducted	
		Certificate of authorization issued by a registered professional engineer available on site/copy forwarded to the Department of Labour	

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SECTION / REGULATION	SUBJECT	REQUIREMENTS	YES/NO
		The following inspections of the whole installation carried out by a competent person:	
		- after erection and before use	
		- daily prior to use. Inspection register kept	
		The following tests to be conducted by a competent person:	
		- load test of whole installation and working parts every 12 months	
		- hoisting ropes/hooks/load attaching devices quarterly. Tests log book kept	
		Employees working on suspended scaffold medically examined for physical & psychological fitness. Written proof available	
Construction Reg 13	Excavations	Competent person/s appointed in writing to supervise and inspect excavation work	
		Written proof of competence of above appointee/s available on site	
		Risk assessment carried out	
		Inspected:	
		- before every shift	
		- after any blasting	
		- after an unexpected fall of ground	
Construction Reg 14	Demolition work	- after any substantial damage to the shoring	
		- after rain. Inspections register kept	
		Method statement developed where explosives will be / are used	
		Competent person/s appointed in writing to supervise and control demolition work	
		Written proof of competence of above appointee/s available on site	
		Risk assessment carried out	
		Engineering survey and method statement available on site	
		Inspections to prevent premature collapse carried out by competent person before each shift. Inspection register kept	

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SECTION / REGULATION	SUBJECT	REQUIREMENTS	YES/NO
Construction Reg 16	Materials hoist	Competent person appointed in writing to inspect the material hoist	
		Written proof of competence of above appointee available on site	
		Materials hoist to be inspected weekly by a competent person. Inspections register kept	
Construction Reg 17	Caissons & coffer dams	Competent person appointed in writing to supervise, control & inspect the construction, installation/dismantling of caissons/coffer dams	
		Written proof of competence of above appointee available on site	
Construction Reg 17	Caissons & coffer dams	Risk assessment carried out to be inspected daily by a competent person. Inspections register kept	
Construction Reg 18	Explosive powered tools	Competent person appointed to control the issue of the explosive powered tools & cartridges and the service, maintenance and cleaning. Register kept of above	
		Empty cartridge cases/nails/fixing bolts returns recorded	
		Cleaned daily after use	
Construction Reg 19	Batch plants	Competent person appointed to control the operation of the batch plant and the service, maintenance and cleaning. Register kept of above	
		Risk assessment carried out	
		Batch plant to be inspected weekly by a competent person. Inspections register kept	
Construction Reg 20 / Mine Health & Safety Act (29 of 1996)	Tunnelling	Complying with Mines Health & Safety Act (29 of 1996)	
		Risk assessment carried out	
Construction Reg 21 / Driven Machinery Reg 18 & 19	Cranes & lifting machines equipment	Competent person appointed in writing to inspect cranes, lifting machines & equipment	
		Written proof of competence of above appointee available on site	
		Cranes & lifting tackle identified/numbered	
		Register kept for lifting tackle	
		Log book kept for each individual crane inspection:	
		<ul style="list-style-type: none"> - All cranes - daily by operator - Tower crane/s – after erection / 6 monthly - Other cranes – annually by comp. person 	

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SECTION / REGULATION	SUBJECT	REQUIREMENTS	YES/NO
ConstructionReg 22 / Electrical Machinery Reg 9 & 10 / Electrical Installation Reg	* Inspection & maintenance of electrical installation & equipment (including portable electrical tools)	- Lifting tackle(slings/ropes/chain slings etc.) - 3 monthly	
		Risk assessment carried out	
		Competent person appointed in writing to inspect/test the installation and equipment	
		Written proof of competence of above appointee available on site	
		Inspections: - Electrical installation & equipment inspected after installation, after alterations and quarterly. Inspection registers kept	
		Portable electric tools and -lights and extension leads identified/numbered	
		Monthly visual inspection by user/issuer	
Construction Reg 2: Diving Regulations	Water environments	StoremanRegister kept	
		Competent person appointed in writing to supervise diving operations and ensure maintenance, statutory inspection and testing by an approved inspection authority of equipment used	
		Written proof of competence of above appointee available on site	
		Proof of registration of all divers present on site available	
		Risk assessment carried out	
		Diving manual produced.Available on site	
		Record of voice communications kept	
		Diving operations record kept	
		Each diver keeps a personal logbook. Entries countersigned by the diving supervisor	
		Decompression tables available on site	
Construction Reg 30 General Safety Reg 8(1)(a)	* Designation of stacking & storage supervisor	Records of any decompression illness kept	
		Certificate of manufacture of any compression chamber or diving bell in use available on site	
		Competent person/s with specific knowledge and experience designated to supervise all stacking & storage	
		Written proof of competence of above appointee available on site	

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SECTION / REGULATION	SUBJECT	REQUIREMENTS	YES/NO
Construction Reg 31 / Environmental Reg 9	* Designation of a person to co-ordinate emergency planning and fire protection	Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures	
		Emergency evacuation plan developed:	
		- Drilled/practiced	
		- Plan & records of drills/practices available on site	
		Fire risk assessment carried out	
		All fire extinguishing equipment identified and on register	
		Inspected weekly. Inspection register kept	
Construction Reg 32 / General Safety Reg 3	* First aid	Serviced annually	
		Every workplace provided with sufficient number of first aid boxes (required where 5 persons or more are employed)	
		First aid freely available	
		Equipment as per the list in the OH&S Act	
		One qualified first aider appointed for every 50 employees (required where more than 10 persons are employed)	
		List of first aiders and certificates	
		Name of person/s in charge of first aid box/es displayed	
		Location of F/aid box/es clearly indicated	
		Signs instructing employees to report all injuries/illness including first aid injuries	
Construction Reg 33 / General Safety Reg 2	Personal safety equipment (PSE)	PSE risk assessment carried out	
		Items of PSE prescribed/use enforced	
		Records of Issue kept	
		Undertaking by employee to use/wear PSE	
Construction Reg 34 / General Safety Reg 9	* Inspection & use of welding/flame cutting equipment	Competent person/s with specific knowledge and experience designated to inspect electric arc, gas welding and flame cutting equipment	
Construction Reg 34 / General Safety Reg 9	* Inspection & use of welding/flame cutting equipment	Written proof of competence of above appointee available on site	
		Equipment identified/numbered and entered into a register	
		Equipment inspected monthly. Inspection register kept	
Construction Reg 35 / Hazardous Chemical Substances (HCS)	* Control of storage & usage of HCS	Competent person/s with specific knowledge and experience designated to control the storage & usage of HCS	

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SECTION / REGULATION	SUBJECT	REQUIREMENTS	YES/NO
		Written proof of competence of above appointee available on site	
		Risk assessment carried out	
		Register of HCS kept/used on site	
Construction Reg36 / Vessels under Pressure Reg	Vessels under pressure (VUP)	Competent person/s with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections & testing of VUP's	
		Written proof of competence of above appointee available on site	
		Risk assessment carried out	
		Certificates of manufacture available on Site	
		Register of VUP's on site	
		Inspections & testing by approved inspection authority (AIA): - after installation/re-erection or repairs - every 36 months - register/log kept of inspections, tests. Modifications & repair	
Construction Reg 37	Construction vehicles & earth moving equipment	Operators/drivers appointed to: - Carry out a daily inspection prior to use - Drive the vehicle/plant that he/she is competent to operate/drive	
		Written proof of competence of above appointee available on site	
		Record of daily inspections kept	
Construction Reg 38 / General Safety Reg 13D	* Inspection of ladders	Competent person appointed in writing to inspect ladders	
		Ladders inspected at arrival on site and monthly thereafter. Inspections register kept	
Construction Reg 39 / General Safety Reg 13B	Ramps	Competent person appointed in writing to supervise the erection & inspection of ramps. Inspection register kept	

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ANNEXURE 2

GUIDELINES FOR THE DEVELOPMENT OF A HEALTH & SAFETY PLAN

1. Project background

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

2. Framework for an occupational health and safety plan

2.1 Introduction

The principal contractor has to demonstrate to the client that he has a suitable and sufficiently documented occupational health and safety plan as well as the necessary competencies, experience and resources to perform the construction work safely. The principle contractor could be required to submit the following documentation for perusal and verification by the client:

- Management structure
- Quality plan
- Human resources plan
- Registered workplace skills plan
- "Letter of good standing" from the Compensation Commissioner or licensed compensation insurer
- Proof of induction and other training of employees
- Example copy minutes of previous occupational health and safety committee meetings and copies of incident investigation reports

2.2 Contents of an occupational health and safety plan

2.2.1 Occupational health and safety management programme

- Management of occupational health and safety risks
- Occupational health and safety structures and appointments
- Programme of occupational health and safety inspections
- Occupational health and safety representatives
- Occupational health and safety committee

2.2.2 Communication and management of the work

- Management structure and responsibilities
- Occupational health and safety goals for the project and arrangements for monitoring and review of occupational health and safety performance
- Arrangements for:
 - Regular liaison between parties on site
 - Consultation with the workforce
 - The exchange of design information between the client, engineer, supervisors and contractors on site
 - Handling design changes during the project
 - Selection and control of contractors
 - The exchange of occupational health and safety information between all contractors

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- Security
- Site induction and onsite training
- Facilities and first-aid
- The reporting and investigation of accidents and incidents
- The production and approval of risk assessments and method statements
- Site OH&S rules
- Fire and emergency procedures
- Reporting to the client i.e. results of occupational health and safety inspections, incident
- and incident investigations and committee meetings
- Reporting of incidents to the Department of Labour and Compensation insurer where appropriate

2.2.3 Arrangements for controlling significant site risks

The following are some examples of the arrangements for controlling the most significant site risks:

- Safety risks
 - Services, including temporary electrical installations
 - Preventing employees from falling into excavations, from trucks, etc.
 - Work with, on or near fragile materials
 - Control of lifting operations
 - The maintenance of plant and equipment
 - Poor ground conditions
 - Traffic routes and segregation of vehicles and pedestrians
 - Storage of hazardous materials
 - Dealing with existing unstable structures/land
 - Accommodating adjacent land use
 - Other significant safety risks as and when identified
- Health risks
 - Storage and use of hazardous chemical substances
 - Dealing with contaminated land or material
 - Manual handling
 - Reducing noise and vibration
 - Provision of adequate lighting
 - Ventilation considerations
 - Extreme heat and cold temperature considerations
 - Dealing with HIV/Aids and other illnesses
 - Provision of and maintaining ablution and eating facilities
 - Other significant health risks as and when identified

2.2.4 Preparation of an occupational health and safety operational reference file/manual

The following are some of the requirements to be addressed:

- Layout, format and content requirements
- Arrangement for the collection and gathering of information
- Storage and archiving of all the information
- Copy to the client at completion of project

Suggested contents of an OH&S file/manual

- OH&S Policy
- Notice of new project
- Site start-up
- Security measures
- Written designations & appointments
- Arrangements with contractors/mandataries
- OH&S rules and procedures
- Induction
- OH&S training
- OH&S promotion
- OH&S representatives
- OH&S committees
- Workplace facilities e.g. ablutions, sheltered eating areas etc.
- Protective equipment
- Workplace inspections and audits
- Investigation & reporting of incidents/accidents
- Mechanical safeguarding
- Electrical safeguarding
- Safeguarding against hazardous substances
- Lifting machinery & equipment
- Construction vehicles & mobile plant
- Welding, heating & flame cutting
- Excavations
- Protection of the environment affected by construction activities
- Keeping of records in terms of the OH&S Act (85 of 1993)

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ANNEXURE 3

GUIDE TO RISK ASSESSMENT

1. How to do it?

STEPS TO EFFECTIVE RISK ASSESSMENT

Step 1	Identifying the hazards
Step 2	Aim to identify major hazards, don't waste time on the minor & detail
Step 3	Involve as many people as possible in the process especially those at risk
Step 4	Gather all the information and analyse it
Step 5	Look at what actually occurs including non-routine operations
Step 6	Use a systematic approach to ensure all hazards are adequately addressed
Step 7	Assess the risks arising taking into account the effectiveness of controls
Step 8	Ensure the process is practical and realistic
Step 9	Always record the assessment in writing including assumptions and why

2. How serious is it?

PROBABILITY		CONSEQUENCES	
A	Common	1	Fatality or permanent disability
B	Has happened	2	Major injury
C	Could happen	3	Average lost time injury
D	Not likely	4	Minor injury
E	Practically impossible	5	Medical treatment or less

RISK RATING		ACTION
1 – 3	Serious	Immediate (within 1 week)
4 - 5	High	Within 1 month
6 – 7	Moderate	> 4 weeks
8 – 9	Acceptable	No action

Access towers	Gas welding-cutting operations
Acid washing	Guillotine
Aggregate/ sand delivery	Hand & spray painting
Angle grinder	Hand tools jacking– with hydraulic pump
Arc welding	Hanging scaffolding
Armco barriers - installation	Hauling
Assem. of elements by boilermaker	High cut operations
Back filling	Jacking hydraulic pump (1)
Bag filling	Jacking hydraulic pump (2)
Band saw	Kerb laying
Banksman	Landscaping
Batch plant	Lathe
Bench grinder	Layering of (road work) materials
Bin scraper	Layering process
Block feeder	Laying kerbs
Block machine	Laying of stormwater drains
Boom scraper	Levelling – off materials
Bricks – laying of brickwork	Lifting concr. beams on to trailers
Bulk earthworks	Loading supervisor
Cement spray truck	Loading/ unloading - of trucks
Clearing & grubbing of area/ site	Loffels – placing/laying
Compr. gas cylinders-handling	Machine operator
Compressors – air	Making of steel items
Concrete – placing of (1)	Material delivery
Concrete – placing of (2)	Materials handling
Confined spaces – working in conveyors	Mixer operator
Cutting – of earthworks	Mobile cranes
David arm	Pedestal drill
Deck panels – placing	Pedestal grinder
Depalletor operator	Placing concrete
Diss. assembly rejects	Plastering
Distribution boards – electrical	Portable electric drill
Drivers – of vehicles	Portable electric tools
Dry tile deracking	Portable ladders
Dumpers - concrete	Post tensioning
Electrical installation – maintenance of elevated positions	Radial arm drill
Erecting – install/ shutters	Refuelling vehicles/ plant
Excavations (1)	Reinforcing steel – placement (1)
Excavations (2)	Reinforcing steel – placement (2)
Explosive powered tools	Road traffic signs – placement of
Finger car	Roadworks - deviations
Fire fighting prevention	Roof truss erection
Fire prevention & protection	Sandblasting
Formwork	Scaffolding
Friction saw	Shuttering – erection
	Shuttering – stripping

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Front end loader
Fuel supply
Gas cylinders – handling of
Gas welding-cutting oper.
Traffic control/ regulation
Trench excavation
Use of angle grinder
Use of port. elec. tools
Wet tile racking
Work confined spaces
Work in elevated positions
Working platforms
Workshops

Site establishment (1)
Site establishment (2)
Skill saw
Spray painting
Storm water pipes - laying
Structural steel – erection
Structural steel – laydown
Surveying
Suspended scaffolds
Termite proofing
Tile machine
Tile stacking
Timber feeder
Tower cranes
Traffic accommodation

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract are included in this document.

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THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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2. Application
3. General
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5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
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13. Incidental services
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21. Delays in the supplier's performance
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27. Settlement of disputes
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30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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