



PHOKWANE LOCAL MUNICIPALITY

TENDER NUMBER: PLM/TUPG/0902-2025

UPGRADING OF KOLONG STREETS & STORMWATER

TENDER DOCUMENT

Issued By: Project Management Unit Phokwane Local Municipality 24 Hertzog Street Hartswater 8570 Tel: (053) 474 9700 Fax:(053) 474 1768	Prepared By: Baitseanape Consulting Engineers 70 Selborne Avenue Lyttelton Manor Extension 3 Centurion 0157 Tel: (012) 644 1728 Fax: (012) 644 1292 Email: info@baitseanape.co.za
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Name of Tenderer	
Total price including VAT	
Address of Tenderer	
Telephone Number	
CIBD Registration No.	
CSD Reg No.	
Construction Duration	7 Months
Tender Closing Date	11th of March 2025 at 12h00 pm.



SUMMARY FOR BID OPENING PURPOSES

NAME OF BIDDING ENTITY:.....

<i>PHYSICAL STREET ADDRESS:</i>	<i>POSTAL ADDRESS:</i>
<i>Area Code:</i>	<i>Area Code:</i>
<i>Telephone No:</i>	<i>Fax No:</i>
<i>E-Mail Address:</i>	

CONTRACT PRICE: R
 (Amount brought forward from the Form of Offer and Acceptance) *

Signature:
 Signed by authorised representative of the Bidding Entity:

Date:

*Note: Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and apply.

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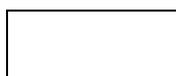
THE BID

*NB. (This list of contents indicates the standard sequence for the various parts of the Bid.)

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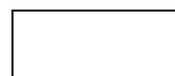
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PART T1 BIDDING PROCEDURES

T1.1 BID NOTICE AND INVITATION TO BID

T1.2 BID DATA

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T1.1 BID NOTICE AND INVITATION TO TENDER

PHOKWANE LOCAL MUNICIPALITY



Tender Number: PLM/TUPG/0902-2025

UPGRADING OF KOLONG STREETS AND STORMWATER

BID NO	DESCRIPTION	BRIEFING SESSION	CIDB GRADING	CLOSING DATE
PLM/TUPG/0902-2025	UPGRADING OF KOLONG STREETS AND STORMWATER	20 th February 2025 in Pampierstad Library at 11am	5CEPE or Higher	11 th March 2025 at 12pm

Phokwane Local Municipality invites bids from suitably qualified and experienced Civil Engineering Contractors for the construction of the above-mentioned project.

There will be a compulsory briefing session at Pampierstad Library on the 20th February 2025 @11h00, Thursday.

Bid Documents will be available for download from the 10th of February 2025 from the E-Tender portal at <https://www.etenders.gov.za/> or municipal website www.phokwane.gov.za. The bid document can be acquired from the SCM office at the Phokwane Local Municipality Main Building after payment of the non-refundable fee of **R1 000.00** by the cashiers from 20th of February 2025 after briefing session during office hours from 08h00 to 16h00 (Monday to Friday). Alternatively, bidders can make an EFT payment to the Municipality, then forward the Proof of payment via email to the SCM office at: seane@phokwane.gov.za. Proof of payment must be included in the tender document when submitted.

Phokwane Local Municipality Banking Details: Account Type : Current Account, Bank: First National Bank , Account Number: Branch Code : 250655, Branch Name : Branch 560, Account Number : 630 385 809 49: Bidder Reference: Company Name and Tender Number

Bidders should have a CIDB registration stated in the table above or higher. Joint Ventures or potentially emerging enterprises that satisfy the criteria stated in the tender data are eligible to tender.

Tender Closing Date: 11th March 2025, Tuesday , 12h00 pm.

Phokwane Local Municipality Supply Chain Policy will apply, and bids will be evaluated in terms of the 80/20 points system as set out in the PPPFA. A maximum of 20 points (80/20 preference points system) will be allocated



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for specific goals. These goals are: Contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability, 50% of the 20 points will be allocated to promote this goal. The other 50% of the 20 points will be allocated to promote the goal of Local labour and/ or promotion of enterprises located in the municipal area.

Functionality will be used to determine the best tenderer where bidders will be required to score minimum of 70% to proceed to Price. The Municipality shall adjudicate and award tenders in accordance with the Preferential Procurement Policy Framework Act 5 of 2000 as amended. Tenders will remain valid for 90 (ninety) days. The municipality's decision is final.

Duly completed tender documents sealed in an envelope marked with the **Bid Name, Bid Number and Bid Description** are to be deposited into the tender box located on the ground floor at Phokwane Local Municipality, 24 Hertzog Street, Hartswater, 8570, by no later than 12h00 on Tuesday , 11th March 2025. Enquiries on technicalities may be directed to Mr L Jange at tel. (053) 474 9700 and for supply chain matters to Mrs M Viljoen at tel. (053) 474 9700 during office hours.

Please note that faxed, e-mailed or late submission will not be accepted.

Requirements for sealing, addressing, delivering, opening and assessment of Tenders are stated in the Tender Data.

The Bid Committee of Phokwane Local Municipality does not bind itself to accept the lowest or any tender, or to furnish any reason for the acceptance or rejection of a tender. The municipality reserves the right to appoint or not to appoint to lowest bidder in an event the bidder is below the market related rates.

This tender is drawn up in line with the Municipality's Supply Chain Management Policy.

Mr. Z Nikani
Municipal Manager

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T1.2 BID DATA

The **Standard Conditions of Bid** for Procurements makes several references to the bid data for details that apply specifically to this bid. The bid data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of bid.

Clause number	Data
F.1.1 Actions	The Employer is: PHOKWANE LOCAL MUNICIPALITY
F.1.2 Tender Documents	<p>The bid documents issued by the Employer comprise:</p> <p>THE BID</p> <p>Part T1 Bidding procedures Part T1.1 Bid notice and invitation to bid Part T1.2 Bid data</p> <p>Part T2 Returnable documents Part T2.1 List of returnable documents Part T2.2 Returnable schedules that will be incorporated in the Contract</p> <p>THE CONTRACT</p> <p>Part C1 Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract Data C1.3 Form of Security C1.4 Agreement in terms of Occupational Health and Safety Act, 1993</p> <p>Part C2 Pricing Data C2.1 Pricing Instructions C2.2 Bill of Quantity</p> <p>Part C3 Scope of Works C3.1 Description of Works C3.2 Engineering C3.3 Sub-Contracting C3.4 Project Specifications C3.5 Management of the works C3.6 Health & Safety</p> <p>Part C4 Site Information C4.1 Site Information C4.2 Locality Plan</p> <p>.1</p> <p>PART C5: APPENDIX A</p> <p>C5.1 Tender drawings</p>

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Clause number	Data
F.1.4 Communication and Employer's Agent	The Employer's Agent is: Name: Baitseanape Consulting Engineers Address: 70 Selborne Avenue, Lyttelton Manor Extension 3, Centurion, 0157 Tel: (012) 644 1728 E-mail: info@baitseanape.co.za
F.1.5.1 The Employer's right to accept or reject any tender offer	The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection but will give written reasons for such action upon written request to do so.
F.2.1 Eligibility	<p>Only those Tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a Contractor grading designation equal to 5CEPE and higher of construction work, are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. At least one member of the joint venture must be registered for class 5CEPE or higher type of construction with the CIDB; 2. where the joint venture consists of two members at least one member must have a contractor grading designation equal or higher than 5CEPE; 3. Joint ventures consisting out of three or more members will not be considered. <p>The Contractor is required to recruit all of his unskilled labour and as much skilled labour as is practical possible from the local community (target area). The Contractor is permitted to bring his skilled permanent employees, such as machine operators, surveyors, time-keepers, store-keepers and other skilled employees to the site.</p> <p>The target area for employment of local labour shall be the geographic area which falls within the boundaries of the Local Municipal area.</p> <p>The Contractor shall prepare and attach to his claims for payment, in a form approved by the Employer, a schedule which lists the names, identity numbers, nationality, gender, trade/occupation, and period of employment, employment number and the like, of the individuals classed as targeted labour.</p> <p>Non-compliance with these requirements during the construction period, in any way whatsoever, will be adequate reason for suspending the works. No extension of time will be considered for delays due to non-compliance with the above-mentioned requirements.</p>

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Clause number	Data
	<p>Time: Immediately after the closing time for submission of bids.</p> <p>Location: Phokwane Local Municipality 24 Hertzog Street Hartswater 8570</p>
F.3.5 Two-Envelope System	A two-envelope procedure will not be followed.
F.3.9 3.9.1 Arithmetical Errors	<p>Replace the contents of the clause with the following:</p> <p>“Check responsive tender offers for arithmetical errors, correcting them in the following manner:</p> <p>a) Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern.</p> <p>b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, <u>the rate shall govern and the line item total shall be corrected.</u></p> <p>c) Where there is an error in the total of the prices either as a result of corrections required by this checking process or in the Tenderers addition of prices, the total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line item totals.</p> <p>Consider the rejection of a tender offer if the Tenderer does not accept the correction of the arithmetical errors in the manner described above.”</p>
F.3.11 Evaluation of Bid Offers	<p>The procedure for evaluation of responsive Tender Offers will be Method 4: (Financial Offer, preferences and quality (functionality)) with the 80/20 Preference Point System. Score quality, rejecting all Tender Offers that fail to score the minimum number of points for quality stated in the Tender Data. The total score awarded will be the addition of the two scores for price and preference.</p> <p>1) Financial Offer</p> <p>The financial offer will be scored using the following formula $N_f = W_1 \times [1 - (P - P_m) / P_m]$</p> <p>where:</p> <p>$W_1 = 80$ for financial values up to R 50,000,000.00 (inclusive of VAT) of all responsive tenders received, and 90 for financial values over R 50,000,000.00;</p> <p>P_m = the value of the comparative offer of the most favourable tender; P = the value of the comparative offer under consideration</p> <p>The Phokwane Local Municipality subscribes to the Preferential Procurement Policy Framework Act 2000 (Act No 5 of 2000), which gives preference to bids from emerging contractors or joint venture with emerging contractors.</p>

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Clause number	Data
<p>In the application of the 90/10 preference point system, if all bids received are below R50,000,000.00, the bid must be cancelled. If one or more of the acceptable bid(s) received are above the R 50,000,000.00 threshold, all bids received must be evaluated on the 90/10 preference point system.</p> <p>(2) Preferences</p> <p>Up to 20 points (for financial values up to R 50,000,000.00) or 10 points (for financial values over R 50,000,000.00) will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p> <p>(3) Quality</p> <p>The score for quality is to be calculated using the following formula: $WQ=W2 \times SO/MS$ where: W2: is the percentage score given to quality and equals 40 SO: is the score for quality allocated to the submission under consideration MS: is the maximum possible score for quality in respect to the submission</p> <p>Score quality, rejecting all tender offers that fail to score the minimum number of 70% of points for quality stated in the tender data.</p>	

<p>F.3.11.9</p> <p>Scoring quality / Functionality</p>	<p>Replace the contents of clause F.3.11.9 with the following:</p> <p>"Only those tenders who score a minimum of 70 points in respect of the following criteria will be considered eligible for evaluation in the next phase dealing with price determination and Specific Contract Participation Goals:</p>
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The procedure for the evaluation of responsive Bids will be on the average of the previous five (5) projects where the firm was involved

The tenders shall be considered for further evaluation when they score **70** points out of **100** points of the maximum **100** points allocated.

Summary of Functionality		
Criteria	Weight	Points
Number of Similar type of Projects successfully completed by the Contractor	5	35
Personnel References (Number of Similar type of Projects successfully completed by the Contract Manager or Site Agent)	5	33
Construction Plant/ Machinery and Resources Required: Grader, Excavator, 5-10 Ton Roller, Tipper Truck, Water Cart.	5	32

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Clause number	Data		
	Maximum Score		100
<p>The detailed breakdown of points for functionality is stipulated in the table overleaf:</p>			
Criteria	Weight	Points	Documents to be submitted as proof to score points
Number of similar type of projects successfully completed by the contractor.		35	Provide appointment and completion letters of similar projects (Roads and stormwater) completed with contact details for references that can be contacted by the Municipality to confirm that project was done. An appointment and completion letter of the main contractor from the client must be attached for any subcontracted work.
0 Project	0		
1 Project	1		
2 Projects	2		
3 Projects	3		
4 Projects	4		
5 Projects and above	5		
Personnel References (Number of Similar type of Projects successfully completed by the Contract Manager or Site Agent)		33	Provide the names of your key personnel with a CV listing of similar (Roads and Stormwater) projects they have completed and their certified qualifications (National Diploma in the Built Environment or B-Tech) and position on the tendered contract that they will be occupied during the construction.
0 Project	0		
1 Project	1		
2 Projects	2		
3 Projects	3		
4 Projects	4		
5 Projects and above	5		
Construction Plant/ Machinery and Resources Required: Grader, Excavator, 5-10 Ton Roller, Tipper Truck, Water Cart.		32	Provide proof of ownership for the plant or letter to intend to hire signed by the owner of the plant and on the letter all plant required should be listed.
0 of 5 Plant	0		
1 of 5 Plant	1		
2 of 5 Plant	2		
3 of 5 Plant	3		
4 of 5 Plant	4		
5 of 5 Plant	5		
Maximum Possible Score		100	
F.3.14.1 Successful Tenderers	Successful Tenderers will be notified Telephonically and in writing, subject to a signing of a service level agreement with the Employer.		
F.13.14.2 Unsuccessful Tenderers	If Bidders did not hear from Phokwane Local Municipality within twenty-one (21) working days upon closing date of the Tender, they should consider their Tender unsuccessful.		

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Clause number	Data
F.3.18 Provide Copies of the Contracts	The number of paper copies of the signed contract to be provided by the Employer is one .
Additional Conditions Applicable to this Bid	<p>The additional conditions of bid are:</p> <ol style="list-style-type: none"> 1. The Employer may also request that the bidder provide written evidence that his financial, labour and other resources are adequate for carrying out the contract. 2. The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations. 3. The bidder shall be required to complete the Form of Offer and Acceptance (C1.1) and Bills of Quantity for all the region or regions for which they intend to bid for. 4. The bid document shall be submitted as a whole and shall not be taken apart. 5. List of returnable documents (PART T2) must be completed in full. (A bidder's company profile will not be used by the Local Municipality to complete PART T2 on behalf of the bidder) <p>NB: If PART T2 is not completed in full by the bidder, this offer will be rejected.</p>
	<p>Technical adjudication and General Criteria</p> <ul style="list-style-type: none"> ▪ Tenders will be adjudicated in terms of inter alia: ▪ Compliance with Tender conditions ▪ Technical specifications <p>If the Tenderer does not comply with the Tender Conditions, the Tenderer may be rejected. If technical specifications are not met, the Tender may also be rejected.</p> <p>With regard to the above, certain actions or errors are unacceptable and warrants REJECTION OF THE TENDER, for example</p> <ul style="list-style-type: none"> ▪ Pages to be completed, removed from the Tender document, and have therefore not been submitted. ▪ If tender document is not fully completed as required and as stipulated in the tender data. ▪ If any tender document is tempered with or it is unbound or unbundled. ▪ Failure to complete the schedule of quantities as required – only lump sums provided. ▪ Scratching out without initialling next to the amended rates or information.

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Clause number	Data
	<ul style="list-style-type: none"> ▪ Writing over / painting out rates / the use of tippex or any erasable ink, e.g. pencil. ▪ Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications. ▪ The Tenderer’s attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract. ▪ The Tender has been submitted after the relevant closing date and time ▪ Failure to complete and sign Form C1.1 Form of Offer and Acceptance ▪ If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months. ▪ If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that tender that performance was unsatisfactory. ▪ If the Tenderer fails to initial each page of the document. <p>Non submission of the following mandatory documents:</p> <ul style="list-style-type: none"> ▪ Tax Clearance Certificate / Tax Compliance Status documents with Pin. Each company within the Joint Venture / Consortium must submit Tax Clearance Certificate or a copy of Tax Compliance Status document with Pin. ▪ A copy of the bidder’s registration and grading certificate with the CIDB ▪ Certified copies of directors ID. ▪ Copy of company registration documents. ▪ The company’s B-BBEE certificate / Sworn affidavit. ▪ The bidding entity as well as all its directors must submit Municipal account which is not more than three (3) months in arrears or valid lease agreement which is in the name of the business and or the directors, which must stipulate the responsibility of payment of municipal services. ▪ Central Supplier Database (CSD) registration summary report ▪ Completed and Signed Schedule of Quantities
	<p>Size of enterprise and current workload</p> <ul style="list-style-type: none"> ▪ Evaluation of the Tenderer’s position in terms of: ▪ Previous and expected current annual turnover

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Clause number	Data
	<ul style="list-style-type: none"> ▪ Current contractual obligations ▪ Capacity to execute the contract
	<p>Staffing profile</p> <p>Evaluation of the Tenderer's position in terms of:</p> <ul style="list-style-type: none"> ▪ Staff available for this contract being Tendered for ▪ Qualifications and experience of key staff to be utilised on this contract.
	<p>Proposed Key Personnel</p> <p>In this part of the tender, the Tenderer shall also supply Curriculum Vitae (CV's) for the Staff available named and working on full time basis for the Tenderer. The CV should follow the normal Professional Format as used by Professional Service Providers.</p> <p>Each CV should give at least the following:</p> <ul style="list-style-type: none"> ○ Position in the firm and within the organisation of this assignment ○ PDI status (describing population group, gender and disabilities) ○ Educational qualifications ○ Professional Registrations ○ Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest. ○ Language proficiency and ○ References (company name, individual name, position held, contact details) <p>Much importance will be placed on the experience of the staff proposed. The Tender must ensure that, if selected, the nominated staff will be assigned as proposed. Failure to do so may result in the annulment of any acceptance of the Tenders' proposal and/ or Agreement entered into by the Client for the execution of the services</p>
	<p>Previous experience</p> <p>The procedure for the evaluation of responsive Bids will be on the average of the previous five projects where the firm was involved</p> <p>The tenderer shall list in the appropriate Forms the appropriate related projects undertaken by the member firms of the tenderer within the last five (5) years.</p>

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Clause number	Data
	Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following: <ul style="list-style-type: none"> ▪ Experience in the relevant technical field ▪ Experience of contracts of similar size ▪ Some or all of the references will be contacted to obtain their input.
	The tenderer shall provide documentation of company experience of each member of the Consortium/Joint Venture related projects.
	Financial ability to execute the contract: Evaluation of the Tenderer's financial ability to execute the contract. Emphasis will be placed on the following: <ul style="list-style-type: none"> ▪ Bank rating of the company. ▪ Contact the Tender's bank manager to assess the Tenderer's financial ability to execute the contract and the Tenderer hereby grants his consent for this purpose.
	Good standing with SA Revenue Services <ul style="list-style-type: none"> ▪ Determine whether an original valid tax clearance certificate has been submitted. ▪ The Tenderer must affix a valid Tax Clearance pin verification
	If the Tender does not meet the requirements contained in the Phokwane Local Municipality Procurement Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation
	Penalties The Phokwane Local Municipality will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed: <ul style="list-style-type: none"> ▪ Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer. ▪ Impose a financial penalty at the discretion of Council

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Clause number	Data
	<ul style="list-style-type: none">Restrict the contractor, its shareholders and directors on obtaining any business from the Phokwane Local Municipality for a period of 5 years
	<p>The additional conditions of Tender are:</p> <ol style="list-style-type: none">Phokwane Local Municipality may also request that the Tenderer provide written evidence that his financial, labour and resources are adequate for carrying out the project.The Phokwane Local Municipality reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations.

F1 GENERAL

F1.1 Actions

The Employer and each Tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F1.2 Tender Documents

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

F1.3 Interpretation

F1.3.1 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.

F1.3.2 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.

F1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

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- a) Comparative offer means the Tenderers financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration.
- b) 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
- c) 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 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

F1.4 Communication and Employer’s agent

- i) 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.
- ii) Writing shall be in the English language.
- iii) 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.

F1.5 Employer’s right to accept or reject any tender offer

F1.5.1 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.

F1.5.2 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.

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F2 TENDERERS OBLIGATIONS

F2.1 Eligibility

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

F2.2 Cost of tendering

Accept that 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 satisfy requirements.

F2.3 Check documents

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

F2.4 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.

F2.5 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.

F2.6 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.

F2.7 Clarification meeting

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

F2.8 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.

Contractor

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F2.9 Insurance

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

F2.10 Pricing of the tender offer

F2.10.1 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.

F2.10.2 Show VAT payable by the Employer separately as an addition to the tendered total of the prices.

F2.10.3 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

F2.10.4 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.

F2.11 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.

F2.12 Alternative tender offers

F2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the Tenderer proposes.

F2.12.2 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.

F2.13 Submit a tender offer

F2.13.1 Submit a tender offer 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.

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- F2.13.2 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 in Black ink.
- F2.13.3 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.
- F2.13.4 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 one of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.
- F2.13.5 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 Tenderers name and contact address.
- F2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "**financial proposal**" and place the remaining returnable documents in an envelope marked "**technical proposal**". Each envelope shall state on the outside the Employer's address and identification details stated in the tender data, as well as the Tenderers name and contact address.
- F2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the tender data.
- F2.13.8 Accept that the Employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F2.14 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.

F2.15 Closing time

- F2.15.1 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. Proof of posting shall not be accepted as proof of delivery. The Employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

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F2.15.2 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

F2.16 Tender offer validity

F2.16.1 Hold the tender offer(s) valid for acceptance by the Employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F2.16.2 If requested by the Employer, consider extending the validity period stated in the tender data for an agreed additional period.

F2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (Or both). No change in the competitive position of Tenderers or substance of the tender offer is sought, offered, or permitted. **Note:** *Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred Tenderer following a competitive selection process, should the Employer elect to do so.*

F2.18 Provide other material

F2.18.1 Provide, on request by the Employer, any other material that has a bearing on the tender offer, the Tenderers 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.

F2.18.2 Dispose of samples of materials provided for evaluation by the Employer, where required.

F2.19 Inspections, tests and analysis

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

F2.20 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.

F2.21 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.

Contractor

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F2.22 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

F2.23 Certificates

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

F3 THE EMPLOYERS' UNDERTAKINGS

F3.1 Respond to clarification

Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents.

F3.2 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 seven 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.

F3.3 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.

F3.4 Opening of tender submissions

F3.4.1 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.

F3.4.2 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, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

F3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

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Witness 2



F3.5 Two-envelope system

F3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open Only the technical proposal of valid tenders in the presence of Tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each Tenderer whose technical proposal is opened.

F3.5.2 Evaluate the quality of the technical proposals offered by Tenderers, then advice Tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to Tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F3.6 Non-disclosure

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

F3.7 Grounds for rejection and disqualification

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

F3.8 Test for responsiveness

F3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

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

F3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

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

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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.

F3.9 Arithmetical errors

F3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern.
- b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Tenderers 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.

F3.9.2 Consider the rejection of a tender offer if the Tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

F3.10 Clarification of a tender offer

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

F3.11 Evaluation of tender offers

F3.11.1 General
(To be in line with our evaluation methodology- inclusive of some of this)

F3.12 Insurance provided by the Employer

If requested by the proposed successful Tenderer, submit for the Tenderers information the policies and / or certificates of insurance which the conditions of contract identified in the Contract Data, require the Employer to provide.

F3.13 Acceptance of tender offer

F3.13.1 Accept tender offer only if the Tenderer complies with the legal requirements stated in the Tender Data.

F3.13.2 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. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the

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formation of a contract between the Employer and the successful Tenderer as described in the form of offer and acceptance.

F3.14 Notice to unsuccessful Tenderers

After the successful Tenderer has acknowledged the Employer's notice of acceptance, notify other Tenderers that their tender offers have not been accepted.

F3.15. Prepare contract documents

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,
- c) Other revisions agreed between the Employer and the successful Tenderer, and
- d) The schedule of deviations attached to the form of offer and acceptance, if any.

F3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful Tenderer for acceptance as soon as possible after the date of the Employer's signing of the form of Offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the Tenderer to submit, after acceptance by the Employer, shall be included.

F3.17 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.

F3.18 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.

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PART T2: RETURNABLE DOCUMENTS

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



T2.1 LIST OF RETURNABLE DOCUMENTS

1. Failure to fully complete the compulsory returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract. The Tenderer must complete the following returnable Schedules:

COMPULSORY BID DOCUMENTS	
FORM A	INVITATION TO BID (MBD 1)
FORM B	DECLARATION OF INTEREST (MBD 4)
FORM B1	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCL.) MBD 5
FORM C	PREFERENCE SCHEDULE (MBD 6.1)
FORM D	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)
FORM E	CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)
FORM F	COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES
FORM G	AUTHORITY OF SIGNATORY
FORM H	DECLARATION OF GOOD STANDING REGARDING TAX
FORM I	FINANCIAL REFERENCES /TENDERER'S CREDIT RATING AND BANK DETAILS
FORM J	MUNICIPAL UTILITY ACCOUNT
FORM K	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER
FORM L	PROOF OF REGISTRATION WITH CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB)
RETURNABLES FOR EVALUATION PURPOSES	
FORM M	TENDERER'S PROJECT STRUCTURE
FORM N	PROPOSED KEY PERSONNEL
FORM O	SCHEDULE OF SIMILAR WORK COMPLETED BY THE TENDERER
FORM P	LIST OF PLANT
FORM Q	RECORD OF ADDENDA TO TENDER DOCUMENTS



Contractor



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Witness 2



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Witness 1



Witness 2



COMPULSORY BID DOCUMENTS

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Witness 2



FORM A MBD 1: BID FOR THE REQUIREMENTS OF THE PHOKWANE LOCAL MUNICIPALITY

**PART A
 INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PHOKWANE LOCAL MUNICIPALITY					
BID NUMBER:	PLM/TUPG/0902-2025	CLOSING DATE:	11 th March 2025	CLOSING TIME:	12H00 PM
DESCRIPTION	UPGRADING OF KOLONG STREETS AND STORMWATER				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
PHOKWANE LOCAL MUNICIPALITY					
24 Hertzog Street					
Hartswater					
8570					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
.1.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		.1.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
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:		

Contractor

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Witness 2

PLM

Witness 1

Witness 2



DEPARTMENT	FINANCE	CONTACT PERSON	L. Jange
CONTACT PERSON	M. VILJOEN	TELEPHONE NUMBER	053 474 9700
TELEPHONE NUMBER	053 474 9700	FACSIMILE NUMBER	053 474 1768
FACSIMILE NUMBER	053 474 1768	E-MAIL ADDRESS	Jange.lubabalo@gmail.com
E-MAIL ADDRESS	marinda@phokwane.gov.za		

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



FORM B: DECLARATION OF INTEREST (MBD 4)

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

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars:

.....
.....

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

3.9.1 If yes, furnish particulars:

.....

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



.....

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

3.10.1 If yes, furnish particulars:

.....
.....

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

(a) *a member of –*

- (i) *any municipal council;*
- (ii) *any provincial legislature; or*
- (iii) *the national Assembly or the national Council of provinces;*

(b) *a member of the board of directors of any municipal entity;*

(c) *an official of any municipality or municipal entity;*

(d) *an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);*

(e) *a member of the accounting authority of any national or provincial public entity; or*

(f) *an employee of Parliament or a provincial legislature*

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

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

3.11.1 If yes, furnish particulars:

.....
.....

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

3.12.1 If yes, furnish particulars:

.....
.....

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

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



3.13.1 If yes, furnish particulars:

.....
.....

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

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number	Tax Reference Number

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



DECLARATION

I, the undersigned (name):
certify that the information furnished is correct. I accept that the state may act against me in terms
of paragraph 23 of the General Conditions of Contract should this declaration prove to be false.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



FORM B1: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCL.) MBD5

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

1	Are you by law required to prepare annual financial Statements for auditing?	YES / NO
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.	
2	Do you have any outstanding undisputed commitments for Municipal services towards a Municipality or any other service provider in respect of which payment is overdue for more than 30 days?	YES / NO
2.1	If no , this serves to certify that the bidder has no undisputed commitments for Municipal services towards a Municipality or other service provider in respect of which payment is overdue for more than 30 days.	
2.2	If yes , 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 of SA and if so, what portion and whether any portion of payment from the Municipality / Municipal entity is expected to be transferred out of the Republic?	YES / NO

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Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



ATTACH HERETO PROOF OF THREE YEARS AUDITED FINANCIAL STATEMENT

35B

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



FORM C: PREFERENCE SCHEDULE (MBD 6.1)

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

1.2 Points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific contract participation goals

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

		POINTS
1. PRICE		80
2.SPECIFIC CONTRACT PARTICIPATION GOALS		20
Locality	10	
Youth	5	
B-BBEE	5	
Total points for Price and Specific Goals		100

1.4 Failure on the part of a bidder to submit supporting documentation for Specific Contract Participation Goals together with the bid, will be interpreted to mean that preference points for specific contract participation are not claimed.

1.5 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.

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Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



2. DEFINITIONS

- 2.1 **“All applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“Highest acceptable tender”** means a tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders;
- 2.3 **“Lowest acceptable tender”** means a tender that complies with all specifications and conditions of tender and that has lowest price compared to other tenders;
- 2.4 **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- 2.5 **“Rand value”** means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;
- 2.6 **“specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in *Government Gazette No. 16085 dated 23 November 1994*;
- 2.7 **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- 2.8 **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- 2.9 **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- 2.10 **“The Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = Price of lowest acceptable tender

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
A. Locality of Supplier- The most points than can be claimed based on support is 10 Points	10	
Within the boundaries of Phokwane Local Municipality – 10 Points		
Or within the boundaries of Frances Baard District – 8 Points		
Or within the boundaries of the Northern Cape – 6 Points		
Or outside of the boundaries of the Northern Cape – 4 Points		
B. Youth Ownership of Company (Youth is 35 years and younger) - The most points than can be claimed based on support is 5 Points	5	
81 – 100% Youth Owned – 5 Points		
61 – 80% Youth Owned – 4 Points		
41 – 60% Youth Owned – 3 Points		

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



21 – 40% Youth Owned – 2 Points		
1 – 20% Youth Owned – 1 Point		
0% Youth Owned – 0 Points		
C. B-BBEE Status Level of Contributor - The most points than can be claimed based on support is 5 Points	5	
Level 1 – 5 Points		
Level 2 – 3 Points		
Level 3 – 1 Point		
Level 4 to Level 8 – 0 Points		
TOTAL POINTS	20	

Notes to complete table for specific goals:

THE FOLLOWING DOCUMENTS MUST BE ATTACHED AS PROOF OF THE POINTS CLAIMED.

A: Locality of supplier. Tenderers should complete one relevant row for points claimed.

- The municipal rates and taxes statement, which is in the name of the company, not older than three (3) months; or
- The Clearance Certificate issued by the bidding companies' local municipality, which is in the name of the company, not older than three (3) months; or
- The completed Municipal Form with either the stamp of the municipality or the landlord, which is in the name of the company, not older than three (3) months or
- An official letter which is in the name of the company from the local tribal authority, not older than three (3) months; or
- A valid signed lease agreement which is in the name of the company, that clearly shows the business address (not expired at closing date), accompanied by tax invoice/statement of account from the estate agent / landlord not older than three (3) months); or
- If the municipal rates and taxes statement is in the Landlord's or Director's name an affidavit certified by the commissioner of oaths must be attached indicating that the company/enterprise is operating from the stated addressed, accompanied by their municipal rates and taxes statement (not older than three (3) months).

NB: If no proof is attached the tenderer will not be awarded the points claimed.

B: Youth Ownership. Tenderers should complete one relevant row for points claimed.

- A tenderer must submit a copy of their CIPC company registration and /or shareholder certificate as proof, which shows ownership or share certificate documents and ID of owners. The youth owners should be less than 35 years at the time of submission of tender to claim these points.

NB: If no proof is attached the tenderer will not be awarded the points claimed.

C: -BBEE Status Level of Contributor. Tenderers should complete one relevant row for points claimed.

- Sworn Affidavit
- BEE Certificate from SANAS accredited service provider.

NB: If no proof is attached the tenderer will not be awarded the points claimed.

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4 VAT registration number:.....

4.5 Company registration number:.....

4.6 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.3 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution, if deemed necessary

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

[Signature Box]

Contractor

[Signature Box]

Witness 1

[Signature Box]

Witness 2

[Signature Box]

PLM

[Signature Box]

Witness 1

[Signature Box]

Witness 2



FORM D: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

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

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

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULLNAME).....
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Bidder

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



FORM E: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

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

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____ (Bid Number and Description)

in response to the invitation for the bid made by:

_____ (Name of Municipality / Municipal Entity)

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

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.

I certify, on behalf of: _____ that:

(Name of Bidder)

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

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Bidder

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



FORM F: COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES

In the case of a Joint Venture – Form “A2” needs to be completed

SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ *(place)*

On _____ *(date)*

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



RESOLVED that:

The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Phokwane Local Municipality in respect of the following project:

Bid / Project Number: _____ {insert number}

A. Mr/Mrs/Ms:

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows:

be, and is hereby, authorised 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.

B. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

C. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment 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 A above.

D. 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 municipality for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item C above.

E. 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.

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



F. 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: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____

Fax number : _____

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



NO	NAME OF ENTITY	NAME OF REPRESENTATIVE	CAPACITY	SIGNATURE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid
3. Should the number of Duly Authorised 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.

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



ATTACH THE FOLLOWING DOCUMENTS HERETO

1. For Closed Corporations

- CK1 or CK2 as applicable (Founding Statement)
- Copies of the ID's of the Directors

2. For Companies

- A copy of the Certificate of Incorporation
- Copies of the ID's of the Directors, and
- the shareholders register

3. For Joint Venture Agreements

- Copy of the Joint Venture Agreement between all the parties,
- as well as the documents in (1) or (2) of each Joint Venture member.

4. For Partnership

- Copies of the ID's of the partners

5. One person Business / Sole trader

- Copy of ID

6. Details of Tax Compliance Status from South African Revenue Service and SARS Pin Document

7. Duly Signed and dated original or copy of Authority of Signatory on company Letterhead

8. B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (original or a copy issued by an approved body / accredited verification agency as prescribed by the National Treasury and the Department of Trade and Industry)

9. Central Supplier Database [CSD] Summary

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



FORM G: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name : _____

Contact number : _____

Office address : _____

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on (date).....

Mr
Pro-Forma

has been duly authorized to sign all documents in connection with the Tender for Tender Number

.....and any Contract which may arise there from on

behalf of

(BLOCK CAPTIALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

AS WITNESSES: 1.

2.



Contractor



Witness 1



Witness 2



PLM



Witness 1



Witness 2



PRO-FORMA FOR JOINT VENTURES:

Certificate of Authority for Joint Ventures

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms , authorised signatory of the company , acting in the capacity of lead partner, to sign all documents in connection with the tender offer an any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature: Name: Designation:

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



**ATTACH HERETO THE DULY SIGNED AND DATED A COPY OF AN
AUTHORITY OF SIGNATORY ON COMPANY LETTERHEAD**

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



FORM H: DECLARATION OF GOOD STANDING REGARDING TAX

DETAILS OF TAX COMPLIANCE STATUS:

TAXPAYER NAME	
TRADING NAME	
TAX REFERENCE NUMBER (S)	
VAT	
PIN	
EXPIRY DATE	

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 the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



FORM I: FINANCIAL REFERENCES

DETAILS OF TENDERERS BANKING INFORMATION

Notes to tenderer:

1. The tenderer shall attach to this form stamped letter from the bank not older than three (3) months confirming the bank account and details. Failure to provide the required letter with the tender submission shall render the tenderer's offer unresponsive.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

BANK NAME:									
ACCOUNT NAME: <i>(e.g. ABC Civil Construction cc)</i>									
ACCOUNT TYPE: <i>(e.g. Savings, Cheque etc)</i>									
ACCOUNT NO:									
ADDRESS OF BANK:									
CONTACT PERSON:									
TEL. NO. OF BANK / CONTACT:									
How long has this account been in existence:	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 100px;">0-6 months</td> <td style="width: 40px; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>7-12 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>13-24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>More than 24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> (Tick which is appropriate)	0-6 months	<input type="checkbox"/>	7-12 months	<input type="checkbox"/>	13-24 months	<input type="checkbox"/>	More than 24 months	<input type="checkbox"/>
0-6 months	<input type="checkbox"/>								
7-12 months	<input type="checkbox"/>								
13-24 months	<input type="checkbox"/>								
More than 24 months	<input type="checkbox"/>								

Name of Tenderer: Date:

Signature:

Full name of signatory:



**ATTACH HERETO A COPY OF A STAMPED LETTER FROM THE BANK TO
THIS PAGE NOT OLDER THAN THREE (3) MONTHS**

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



FORM J: MUNICIPAL UTILITY ACCOUNT

DECLARATION BY THE TENDERER

I the undersigned _____, has been duly authorized to sign all documents with the Tender for Tender Number _____ on behalf of _____ hereby make a declaration as follows:
 (referred to herein as “the Bidder”)

1. I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.
2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF THE COMPANY _____

IN HIS CAPACITY AS _____

DATE _____

FULL NAMES OF SIGNATORY _____

UTILITY ACCOUNT NUMBER	NAME OF MUNICIPALITY	NAME OF OWNER



Contractor



Witness 1



Witness 2



PLM



Witness 1



Witness 2



ATTACH AN ORIGINAL OR A COPY OF A MUNICIPAL UTILITY ACCOUNT (NOT OLDER THAN THREE (3) MONTHS)

Service Providers must include:

- The municipal rates and taxes statement, which is in the name of the company, not older than three (3) months; or
- The Clearance Certificate issued by the bidding companies' local municipality, which is in the name of the company, not older than three (3) months; or
- The completed Municipal Form with either the stamp of the municipality or the landlord, which is in the name of the company, not older than three (3) months or
- An official letter which is in the name of the company from the local tribal authority, not older than three (3) months; or
- A valid signed lease agreement which is in the name of the company, that clearly shows the business address (not expired at closing date), accompanied by tax invoice/statement of account from the estate agent / landlord not older than three (3) months); or
- If the municipal rates and taxes statement is in the Landlord's or Director's name an affidavit certified by the commissioner of oaths must be attached indicating that the company/enterprise is operating from the stated addressed, accompanied by their municipal rates and taxes statement (not older than three (3) months).

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



FORM K: PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER

A Proof of good standing with Compensation Commissioner must be attached hereto

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



FORM L: PROOF OF REGISTRATION WITH CONSTRUCTION INDUSTRY DEVELOPMENT BOARD

The bidder is to affix to this page either:

- Written proof of his registration with the CIDB as a Category as stipulated or one category lower.
or
- Written proof of his application to the CIDB for registration as a Contractor in the category listed above.

Note:

1. Failure to affix such documentation as prescribed to this page shall result in this bid not being further considered for the award of the contract.
2. Should this bid be considered for award of the contract, based on proof of submission of application for registration in the appropriate category with the CIDB, and should proof of such subsequent registration not be forthcoming to the Employer before the end of business, at the last working day, prior to evaluation by the Tender Evaluation Committee of the contract, then this bid will no longer be considered for the award of the contract.

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



RETURNABLES FOR EVALUATION PURPOSES

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2

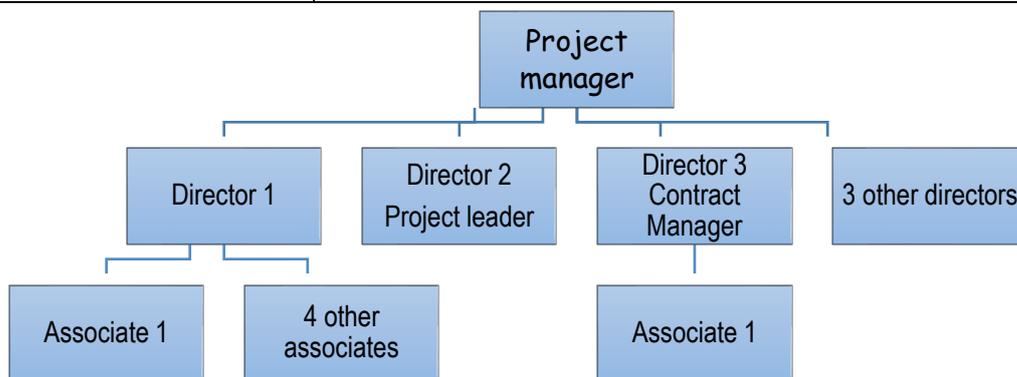


FORM M: TENDERER'S PROJECT STRUCTURE

Notes to tenderer:

1. The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and between the project team and the overall company structure. The tenderer must attach his own organogram to this form.
2. Tenderers which are large companies may simplify the organogram by 'rolling up' portfolios e.g. combining directors/associates into one box of the organogram. However, the individual positions of the key personnel within the structure must still be shown.
3. Joint Venture tenders will require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work. Joint Venture tenderers shall note that the share of work indicated will be used in the analysis of such a tenderers preference proposed on returnable form D, and that if awarded the share of work shall become a contractual obligation between the members of the joint venture.
4. State the city or town where the company's head office is located. The locality of regional or satellite office, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA
5. Registered professional engineers, technicians or technologists' means those who are involved in the built industry as well as allied fields such as environmental professionals. Registered professionals of other disciplines (e.g. mechanical) are considered as employees only.

Head Office:	
Other Offices:	
Registered Professionals:	
Total Employees :	
%share in JV agreement	



SIGNED ON BEHALF OF THE TENDERER:.....

<small>Contractor</small>	<small>Witness 1</small>	<small>Witness 2</small>	<small>PLM</small>	<small>Witness 1</small>	<small>Witness 2</small>



-
- References (company name, individual name, position held, contact details)

(Affix the CV's and Attachments in a form of a booklet to the following Page.)

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



FORM O: SCHEDULE OF SIMILAR WORK COMPLETED BY THE TENDERER

The following is a statement of Roads and Stormwater Projects successfully executed by myself/ourselves (**Appointment Letters, Completion Certificates and Reference Letters must also be attached to this schedule**):

Employer, Contact Person and Telephone Number	Description of Contract	Value of Work Inclusive of VAT (Rand)	Date Completed (State Current if not yet Complete)

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

.....
 Signature

.....
 Date

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



Position

Name of Bidder

FORM P: LIST OF PLANT

The Tenderer must indicate below what plant he has readily available or will be hired for use on the Works should his Tender be accepted.

Letter of Intent to be provided by Hiring Company- Refer to list given under F.3.11.9 for plant requirements

DESCRIPTION SIZE AND CAPACITY	QUANTITY
(A) AVAILABLE (OWN PLANT) – Proof of ownership to be provided	
(b) TO BE HIRED – Letter of Intent to be provided	

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Bidder

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



FORM **DECLARATION:**
2.2.4

I/We, the undersigned:

- (a) *bid to supply and deliver to the Phokwane Local Municipality [hereafter "PLM"] all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;*
- (b) *agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;*
- (c) *further agree to be bound by those conditions, set out in, "PARTS T1; T2; C1; C2; C3 and C4", attached hereto, should this bid be accepted in whole or in part;*
- (d) *confirm that this bid may only be accepted by the Local Municipality by way of a duly authorised Letter of Acceptance;*
- (e) *declare that we are fully acquainted with the Bid document and Schedules, and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;*
- (f) *declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between the Local Municipality and the undersigned;*
- (g) *certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown.;*
- (h) *acknowledge that the information furnished is true and correct;*
- (i) *accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of the Local Municipality that the claims are correct. If the claims are found to be inflated, the Local Municipality may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the Local Municipality as a result of the award of the contract and/or cancel the contract and claim any damages which the Local Municipality may suffer by having to make less favourable arrangements after such cancellation;*
- (j) *declare that no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the Municipality, or to any other Municipality or Municipal entity, are in arrears for more than three (3) months; and*
- (k) *declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory.*

Signed at.....this.....day of..... 20.....

Authorised Signature:

Name of Bidding Entity:

Date:

As witness 1:

As witness 2:

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



T2.2 **RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT**

<u>FORM</u>	<u>CONTENTS</u>	<u>PAGE</u>
Q	RECORD OF ADDENDA TO BID DOCUMENTS	70
2.3.3	BID DOCUMENT	71

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



FORM Q RECORD OF ADDENDA TO BID DOCUMENTS

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

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

Attach additional pages if more space is required.

.....
 Signature of Authorized person:

.....
 Date:

.....
 Name:

.....
 Position

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



FORM **BID DOCUMENT**
2.3.3

THE CONTRACT

- PART C1 AGREEMENT AND CONTRACT DATA
- PART C2 PRICING DATA
- PART C3 SCOPE OF WORKS
- PART C4 SITE INFORMATION

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



PART C1 AGREEMENT AND CONTRACT DATA

- C1.1 FORM OF OFFER AND ACCEPTANCE
- C1.2 CONTRACT DATA
- C1.3 FORM OF SECURITY
- C1.4 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER (AGREEMENT)

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

.....

The Bidder, identified in the Offer signature block below, has examined the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, and by submitting this Offer has accepted the Conditions of Bid

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

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

..... rand (in words);

R (in figures),

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

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

FOR THE BIDDER:

Signature(s) (1) (2).....

Name(s)

Capacity

.....

(Name and address of organisation)

Name and signature of Witness

Date

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



ACCEPTANCE

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

The terms of the contract, are contained in

- Part C1 Agreements and Contract Data, (which includes this Agreement)
- Part C2 Pricing Data
- Part C3 Scope of Work
- Part C4 Site Information and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

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

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (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.

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

FOR THE CLIENT:

Signature(s) (1) (2)

Name(s)

Capacity

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



PHOKWANE LOCAL MUNICIPALITY

(24 Hertzog Street , Hartswater ,8570)

Witness 1

Witness 2

Name

Name

Signature

Signature

Date

Date

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



SCHEDULE OF DEVIATIONS

Notes:

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

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

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder 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 bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



FOR THE BIDDER:

Signature(s) (1) (2)

Name(s)

Capacity

.....

.....

.....

(Name and address of organisation)

Witness 1

Witness 2

Name:

Signature

Date

FOR THE EMPLOYER:

Signature(s) (1) (2)

Name(s)

Capacity

PHOKWANE LOCAL MUNICIPALITY
(24 Hertzog Street , Hartswater ,8570

Witness 1

Witness 2

Name:

Signature

Date

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



Clause																	
	wording of the document included as:																
6.2	<p>The liability of the Security shall be in accordance with paragraph 21 (1)(f) of the Phokwane Local Municipality Supply Chain Management Policy, which reads as follows:</p> <p>(f) Where surety is required, it shall be in the form of cash, a certified cheque, or a bank guarantee from a banking institution registered in terms of the Banks Act, 1990 (Act No. 94 of 1990) or from an insurer registered in terms of the Insurance Act, 1943 (Act No. 27 of 1943).</p> <p>(g) Where bidders in Category A cannot raise the required surety of 2,5%, and it is feasible to deduct the amount from the first payment certificate, such concessions may be granted;</p> <p>Guarantees will be required as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 15%;">Category</th> <th style="width: 55%;">Project Value</th> <th style="width: 30%;">Guarantee</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">A</td> <td style="text-align: center;">< R500 000</td> <td style="text-align: center;">2,5%</td> </tr> <tr> <td style="text-align: center;">B</td> <td style="text-align: center;">R500 001 – R1 000 000</td> <td style="text-align: center;">5%</td> </tr> <tr> <td style="text-align: center;">C</td> <td style="text-align: center;">R1 000 001 – R2 000 000</td> <td style="text-align: center;">7,5%</td> </tr> <tr> <td style="text-align: center;">D</td> <td style="text-align: center;">>R2 000 000</td> <td style="text-align: center;">10%</td> </tr> </tbody> </table>		Category	Project Value	Guarantee	A	< R500 000	2,5%	B	R500 001 – R1 000 000	5%	C	R1 000 001 – R2 000 000	7,5%	D	>R2 000 000	10%
Category	Project Value	Guarantee															
A	< R500 000	2,5%															
B	R500 001 – R1 000 000	5%															
C	R1 000 001 – R2 000 000	7,5%															
D	>R2 000 000	10%															
5.3	The Form of Security is to be delivered within:	14 (Fourteen) days after the Commencement Date															
5.3.1	The Commencement of the work is subject to:	<p>The submission of the following documents prior to the commencement of the works:</p> <ol style="list-style-type: none"> (1) Security within 14 days as per clause 6.2 (2) The programme within 14 days as per clause 5.6.1 (3) The insurance within 14 days as in terms of C1.3 (4) The Health and Safety plan (5) Project Team (6) Quality assurance plan (7) Work method statement 															
5.6.1	The programme shall be submitted to the Employer's Representative within:	Fourteen (14) days from the commencement date															

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



Clause		
8.6.1.1.2	The value of materials supplied by the Employer to be included in the insurance sum is:	Nil
8.6.1.1.2	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is:	R 5 000 000-00.
8.6.1.2	A Coupon Policy for Special Risks is to be issued.	To be approved by the Employer's Claims Management Services Provider
8.6.1.3	The limit of the liability insurance is: (To be approved by the Employer's Claims Management Services Provider)	R 5 000 000-00 for any single claim – the number of claims to be unlimited during the construction and Defects Liability period.
8.6.1.5	The following additional and varied insurances are required:	Not applicable
6.5.1.2.3	The percentage allowances 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: v	Fifteen percent (15%.)
5.5.1	The maximum time allowed to reach practical completion of the works is:	7 months
5.13.1	The penalty for failing to complete the Works is:	To a maximum of R3500 per calendar day.
	Contract price Adjustment is:	Contract rates to be fixed for the 1st twelve months , there after CPA will apply
	If applicable price adjustment shall be in accordance with the Contract Price Adjustment Schedule included in the General Conditions of Contract.	
	The Value of "x" is:	0,1
	The values of the coefficients are:	a = 0,21 b = 0,27 c = 0,42 d = 0,1

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



Clause		
	The urban area nearest the site is: The base month is:	Hartswater February 2025
6.8.3	Variations in cost for special materials	No special materials listed
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is:	Eighty percent (80 %)
6.10.3	The percentage retention on the amounts due to the Contractor is:	Ten percent (10 %.)
	The limit of retention money is:	10% of the contract price. (No interest shall be payable to the Contractor upon any monies retained in terms of the contract.)
6.10.5	The Defects Liability Period is:	Twelve (12) calendar months (measured from the date of the certificate of completion.)

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



PART 2: PARTICULAR SPECIFICATIONS

Clause	Description
8.6.8	<p><i>ADDITIONAL CLAUSE</i></p> <p>"In the event of any claim arising under the policy or policies held, the Contractor shall without delay take all the necessary steps to lodge his claim on the joint behalf of himself and the Municipality, and the claim submitted shall cover all costs to repair and make good in terms of Sub-clause 8.6.1. The Contractor shall submit copies of all claims and related documents to the Engineer. Settlement of claims will be paid to the Municipality who will pay such amounts to the Contractor on certification by the Engineer in terms of Clause 2.2 as the rectification proceeds. All claims shall be submitted in accordance with the requirements of the policy."</p>
8.6.9	<p><i>ADDITIONAL CLAUSE</i></p> <p>"The ENGINEER will verify the Contractors All Risks insurance cover and issue a letter of confirmation that adequate cover is in place or not."</p>
8.6.10	<p><i>ADDITIONAL CLAUSE</i></p> <p>"The contractor to sub contract at least of 30% of the value of the construction work to designated local sub-contractors, suppliers and/ or SMME's identified by the engineer on behalf of and/ or in liaison with the employer, which will be selected from a local database. The contractual relationship between the contractor and such local sub-contractors, suppliers and/ or SMME's will be as defined in clause 4.4.3".</p>

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



PART 3: DATA PROVIDED BY THE CONTRACTOR

Clause		
1(1)(h)	The Contractor is:	.....
1(2)	The Contractor's address for receipt of communications is: Physical address: Postal address: Telephone: (.....) Fax:(...) E-mail:	
1(1)(m)	The time for completing the works is:	..... days
37(2)(b)	The percentage allowances 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: %
46(3)	The rate for special materials, exclusive of value-added tax (VAT) is:	.....

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



C1.3 FORM OF SECURITY

CONTRACT NO. PLM/TUPG/0902-2025

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

PRO FORMA

PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition (2015).

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Employer's Agent" means:.....

"Works" means:

"Site" means:

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

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

Amount in words:

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

Amount in words:

Type of Performance Guarantee: *(Insert Variable or Fixed)*

"Expiry Date" means: *(Give date)* or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

CONTRACT DETAILS

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



1. VARIABLE PERFORMANCE GUARANTEE

1.1 Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited during the following periods to diminishing amounts of the Guaranteed Sum as follows:

1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:

R

(Amount in words)

1.1.2 From the day following the date of the said interim payment certificate up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, whichever occurs first:

R.

(Amount in words)

1.2 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

2. FIXED PERFORMANCE GUARANTEE

2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.

2.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

3.1 The Guarantor hereby acknowledges that:

3.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

3.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.

[Signature box for Contractor]

Contractor

[Signature box for Witness 1]

Witness 1

[Signature box for Witness 2]

Witness 2

[Signature box for PLM]

PLM

[Signature box for Witness 1]

Witness 1

[Signature box for Witness 2]

Witness 2



3.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:

3.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of

3.2.2;

3.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;

3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.

3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:

3.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or

3.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and

3.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.

3.5 Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



- 3.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 3.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 3.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 3.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



C1.4 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

THIS AGREEMENT made at _____ on this the _____ day of _____ in the year 20_____

between

PHOKWANE LOCAL MUNICIPALITY
(hereinafter called "**the Employer**") of the one part,

herein represented by

.....

in his capacity as

.....

and

.....

(hereinafter called "**the Mandatory**") of the other part,

herein represented by

.....

in his capacity as

.....

WHEREAS the Employer is desirous that certain works be constructed, viz

.....

.....

.....

and has accepted a Bid by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSED AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



- 2 This Agreement shall hold firm from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either
 - (a) the date of the Final Approval Certificate issued in terms of Clause 52.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
 - (b) the date of termination of the Contract in terms of Clauses 54, 55 or 56 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
 - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
 - (i) Section 8 : General duties of Employers to their employees;
 - (ii) Section 9 : General duties of Employers and self-employed persons to persons other than employees;
 - (iii) Section 37 : Acts or omissions by employees or mandatories, and
 - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
 - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
- 4 In addition to the requirements of Clause 33 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
- 5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
- 6 The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
- 7 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective Employers will at all times comply with the following conditions:
 - (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.



Contractor



Witness 1



Witness 2



PLM



Witness 1



Witness 2



- (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
- (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

SIGNATURE: NAME (In capitals)

WITNESS 1 NAME (In capitals)

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

SIGNATURE: NAME (In capitals)

WITNESS 1 NAME (In capitals)

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



**CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN
TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO
85 OF 1993)**

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on20,

Mr/Ms

.....

whose Signature appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993)

on behalf of

.....

SIGNED ON BEHALF OF THE COMPANY:

SIGNATURE: NAME (In capitals)

In his/her capacity as:

.....

WITNESS 1NAME (In capitals)

WITNESS 2NAME (In capitals)

Empty box for Contractor signature

Contractor

Empty box for Witness 1 signature

Witness 1

Empty box for Witness 2 signature

Witness 2

Empty box for PLM signature

PLM

Empty box for Witness 1 signature

Witness 1

Empty box for Witness 2 signature

Witness 2



PART C2	<u>PRICING DATA</u>	PAGE
C2.1	PRICING INSTRUCTIONS	93
C2.2	BILL OF QUANTITY	95

Contractor

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Witness 2

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Witness 1

Witness 2



C2.1 PRICING INSTRUCTIONS

- 1 The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.
- 6 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the Contractor.
- 7 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Bidder shall also fill in a rate against the items where the words "rate only" appears in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the bid rates shall apply should work under these items actually be required.

Should the Bidder group a number of items together and bid one sum for such group of items, the single bided sum shall apply to that group of items and not to each individual item, or should

Contractor

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Witness 2

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Witness 1

Witness 2



he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.
 The bid rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

- 8 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

Ordering of materials is not to be based on the Bill of Quantities, but only on information issued for construction purposes.

- 9 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Bidder bids to do the work
Amount	:	The quantity of an item multiplied by the bided rate of the (same) item
Sum	:	An amount bided for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

- 10 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre	m	=	metre
km	=	kilometre	km-pass	=	kilometre-pass
m ²	=	square metre	m ² -pass	=	square metre-pass
ha	=	hectare	m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre	kW	=	kilowatt
kN	=	kilonewton	kg	=	kilogram
t	=	ton (1 000 kg)	%	=	per cent
MN	=	meganewton	MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum	Prov Sum	=	Provisional Sum

NB: PLEASE STATE THE FOLLOWING:

- ARE/IS BID PRICE/S FIRM:

YES	NO
-----	----
- IF THE BID PRICE(S) ARE NOT FIRM, SUPPLY THE INFORMATION REGARDING ESCALATION APPLICABLE TO THIS BID:

.....

Contractor	Witness 1	Witness 2	PLM	Witness 1	Witness 2



C2.2 BILL OF QUANTITIES

(Bill of Quantities is attached)

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



PART C3

SCOPE OF WORKS

CONTENTS

C3.1 DESCRIPTION OF WORKS

- C3.1.1 Employer's objectives
- C3.1.2 Overview of the Works
- C3.1.3 Extent of Works
- C3.1.4 Location of the Works
- C3.1.5 Temporary Works

C3.2 ENGINEERING

- C3.2.1 Design
- C3.2.2 Employer's Design
- C3.2.3 Contractor's Design
- C3.2.4 Tender Drawings
- C3.2.5 Design procedure

C3.3 SUBCONTRACTING

C3.4 PROJECT SPECIFICATIONS

- C3.4.1 Works specifications
- C3.4.2 Site establishment
- C3.4.3 Plant & Materials
- C3.4.4 Construction equipment
- C3.4.5 Existing Services

C3.5 MANAGEMENT OF THE WORKS

- C3.5.1 Generic Specification

C3.6 OCCUPATIONAL HEALTH AND SAFETY

- C3.6.1 Health and Safety requirements and procedures
- C3.6.2 Protection of the Public
- C3.6.3 Barricades and lighting
- C3.6.4 Traffic control on roads

STATUS

In the event of any discrepancy between the Scope of Works and a part or parts of COLTO 1998 and SANS 1200 Standardized Specifications, the Bill of Quantities or the Drawings, the Project Specifications shall take precedence and prevail in the Contract.

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C3 SCOPE OF WORK

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 Employers objectives

This contract covers the supply of all material, labour, plant and equipment for the construction of 1.2km paved road used by the public. The road is currently used particularly by modes of transport ranging from cars and buses.

The Employer's objective is to deliver public infrastructure using labour-intensive methods and subcontractors where possible. The project will be executed using both conventional construction methods and labour-based methods. This is as per the program of the National Department of Public Works (Special Public Works Programme (SPWP)) as set out in the guidelines of the Expanded Public Works Programme (EPWP).

Labour-intensive works comprise the activities described in SANS 1921-5/Earthworks activities that are to be performed by hand/Labour-Intensive Specification (1) and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this scope of work.

C3.1.1.1 LOCAL SMMEs DEVELOPMENT

The Contractor will be required to employ local SMMEs Sub-Contracting Company to assist in kerbing, paving, road marking, road signs and construction of stormwater channels. The SMME Sub contractors will be responsible for the appointment of local labourers from the Hartswater in Phokwane Local Municipality.

Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

The rate of pay is set in the SAFCEC tables (South African Federation of Civil Engineering Contractors). Sub-contractors must be paid fortnightly and the main contractor must allow for financing such payouts. Sub-contractors must be paid within 7 days from presenting invoice and failure to adhere will be penalised R1 000/day. Failure of sub-contractors for non-payment of his labour will be penalised at 50% of his payment by the main contractor. Contractor must provide enter market-related rates.

The Contractors must familiarise themselves with the above-mentioned requirements and price this document accordingly.

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C3.1.1.2 KEY PERSONNEL

The Contractor shall maintain the involvement of the key personnel as the exigencies of this contract. Should it become necessary to replace any of the key personnel as detailed at the time of the tender during the course of this contract, they may only replace by individuals with similar or better qualifications and experience and only when a written approval has been obtained from the municipality.

Sufficient suitably qualified professional staff must be made available by the contractor and sub-contractor to undertake the full scope of the project. The personnel must be knowledgeable and experienced in their fields of expertise and must be currently actively involved in these fields. The tenderer must include documentary evidence that each proposed key personnel meet these requirements.

The person nominated to act as project site agent for the project must be in a possession of a diploma in Civil Engineering and have subsequent there of minimum of one-year experience in roads construction.

The person nominated for construction monitoring must have a certificate in Civil Engineering with at least one-year experience in supervision of roads construction

C3.1.2 Overview of the works

The upgrading from gravel to paved of 1,2 km internal road and rehabilitation of road adjacent to trapezoidal drain . The works entail the following:

- Site establishment
- Clearing and grubbing
- Accommodation of traffic
- Mass earthworks
- Pitching, stonework and protection against erosion
 - Grouted stone pitching
 - Concrete chutes
 - Kerbing
- Roadbed: 150 mm gravel material (G6/G7/) rip and re-compact to 93% of modified AASHTO density.
- Subbase: 150 mm cemented gravel material, compacted to 95% of modified AASHTO density (C4).
- Bedding Sand: 20 mm Course River Sand
- Surfacing: 60 mm Interlocking Block Paving
- Milling of existing surface layer
- Reinstatement of layer
- Construction of Trapezoidal Channel
- Finishing off the roads

C3.1.3 Extent of the works

The Works to be carried out by the Contractor under this Contract comprise mainly the following:

Contractor

Witness 1

Witness 2

PLM

Witness 1

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- a. Construction of 1,2 km internal road with 60 mm thick interlocking paving blocks on 20mm sand bedding, 150mm C4 Sub-base compacted to 98% Mod AASHTO density and 150mm selected layer compacted to 93% Mod AASHTO density. Rehabilitation of 0.170 km road to paved standard .
- b. Construction of appurtenant works, including kerbing, stone pitching etc.
- c. Road furniture i.e. (road marking and road signage.)
- d. Protection of existing services.
- e. Correction of defects in the Works in accordance with the requirements specified in the Contract Documents.

This description of the Works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract.

The tenderer must allow minimum of 25% of the overall works for SMME's development. Approximate quantities of each type of work are given in the Schedule of Quantities.

C3.1.4 Location of the works

The Project is located within Pampierstad town in the jurisdiction of Phokwane Municipal area within Frances Baard District in Northern Cape Province. The project consists of the following:

- Kulong/Kolong streets and stormwater to be upgraded, total length of the streets is 1,2km including crescents,
- Rehabilitation of 0,170 km road adjacent to existing trapezoidal earth stormwater channel
- Existing trapezoidal earth stormwater channel within Kulong/Kolong street

C3.1.5 Temporary works

The following items shall generally form the majority of temporary works required under this Contract, however shall not be limited to such, and might be expanded or changed by the Engineer should circumstances on site validate such decisions.

These works will be as follows:

- Clearing site and surroundings to create accessible working areas as required;
- Provide temporary fencing around Contractor's camp site and Contractor's site office;
- Provide Contractor's Camp site and Contractor's site office;
- Provide site and administrative personnel, including security staff etc. as required;
- Setting out of the works by the Contractor;
- Monitor and report levels as construction progresses;
- Manage all site staff, CLO and local labourers, plant, equipment and materials etc.
- Manage all required quality control procedures as specified and as instructed by Engineer;
- Provide all personnel, equipment, clothing, accessories etc. in order to adhere to the OHS Act;
- Attend official Site Meetings scheduled and chaired by the Engineer, and managed sufficient additional meetings on site with all personnel and CLO to ensure compliance with the OHS Act and to ensure progress on site according to the accepted Construction programme.



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C3.2 ENGINEERING

C3.2.1 DESIGN

Works designed by, per design stage:

Description	Responsibility
Design of Works	Employer's Agent
Concept, feasibility and overall process	Client / Employer's Agent
Basic Engineering and detail layouts to tender stage	Employer's Agent
Final Design of Works	Employer's Agent
Final Design to approved for construction stage	Client
Preparation of tender documentation & adverts	Employer's Agent
Placement of Advertisements in newspapers	Client
Appointment of sub-contractors	Contractor
Supervision	Employer's Agent
Preparation of as-built drawings	Contractor / Employer's Agent
Completion certificate	Employer's Agent / Client / Contractor

C3.2.2 EMPLOYER'S DESIGN

The permanent works included in this contract has been designed by the Employer's agent. The detail of the works is indicated on the drawing and in the specifications. The tenderer may submit alternative offers for designs prepared by himself subject to the conditions specified in the standard specifications.

C3.2.3 CONTRACTOR'S DESIGN

Where the Contractor is to supply the design of designated parts of the permanent Works or temporary Works he shall supply fill working drawings supported by a professional Employer's Agent's design certificate

C3.2.4 DRAWINGS

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

The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract. The position of pipe bends, junction boxes, duct ends and all other underground infrastructure shall be given by either co-ordinates or stake value and offset. Where necessary, levels shall also be given. A marked-up



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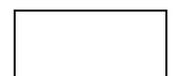
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set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Engineer's Representative on a regular basis.

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

The Drawings prepared by the Employed for the permanent Works are listed and bound at the back of this volume. The Employer reserves the right to issue amended and/or additional drawings during the Contract.

TENDER DRAWINGS:

The following drawings/documents are bound in Section C5, and shall form part of the tender documentation.

DRAWING TITLE	SHEET NO.	DRAWING NO.
1. Contract Nameboard	1 of 1	TBA
2. Erosion Protection Measures	1 of 1	TBA
3. Typical Cross Sections	1 of 1	TBA
4. Side Drains	1 of 1	TBA
5. Traffic Calming Measures – Typical Speed Hump Details	1 of 1	TBA
6. Road Marking Details	1 of 1	TBA
7. Layout Plan	1 of 1	TBA
8. Sign Boards – Traffic Accommodation Plan	1 of 1	TBA
9. Layout Plan	1 of 1	TBA

C3.2.5 DESIGN PROCEDURES

Designs shall be concluded by the Employer's Agent and issued to the Contractor on the day of the official site handover. The designs shall be approved by the local authority before construction commences. The Contractor shall be liable for capturing all the relevant changes to the design on the as built drawing, thereafter the drawing shall be submitted to the Employer's Agent for capturing. Under no conditions will the Contractor deviate from the issued design unless the Employer's Agent formally approves thereof in writing.

C3.3 SUBCONTRACTING

The Contractor will be required sub contract at least of 30% of the value of the construction work to designated local sub-contractors, suppliers and/ or SMME's identified by the engineer on behalf of and/ or in liaison with the employer, which will be selected from a local database.

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Witness 2



C3.4 PROJECT SPECIFICATIONS

C3.4.1 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based on the following COLTO specifications are also referred to in this document and the Contractor is advised to obtain them from South African Institution of Civil Engineering (SAICE).

MATTERS RELATING TO THE STANDARD SPECIFICATIONS

- SECTION 1200 GENERAL REQUIREMENTS AND PROVISIONS
- SECTION 1300 CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS
- SECTION 1400 HOUSING, OFFICES AND LABORATORIES FOR THE EMPLOYER'S AGENT'S SITE PERSONNEL
- SECTION 1500 ACCOMMODATION OF TRAFFIC
- SECTION 1600 OVERHAUL
- SECTION 1700 CLEARING AND GRUBBING
- SECTION 1800 DAYWORK SCHEDULE
- SECTION 2100 DRAINS
- SECTION 2300 CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES AND CONCRETE LININGS FOR OPEN DRAINS
- SECTION 3100 BORROW MATERIALS
- SECTION 3200 SELECTION, STOCKPILING AND BREAKING-DOWN THE MATERIAL FROM BORROW PITS, CUTTINGS AND EXISTING PAVEMENT LAYERS, AND PLACING AND COMPACTING THE GRAVEL LAYERS
- SECTION 3300 MASS EARTHWORKS
- SECTION 3400 PAVEMENT LAYERS OF GRAVEL MATERIAL
- SECTION 3500 STABILIZATION
- SECTION 3800 MILLING
- SECTION 3900 PATCHING AND REPAIRING EDGE BREAKS
- SECTION 5100 PITCHING , STONEMWORK AND PROTECTION AGAINST ERROSION
- SECTION 5600 ROAD SIGNS
- SECTION 5700 ROAD MARKINGS
- SECTION 5900 FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS
- SECTION 7300 CONCRETE BLOCK PAVING MATERIALS
- SECTION 8100 TESTING MATERIAL AND WORKMANSHIP



Contractor



Witness 1



Witness 2



PLM



Witness 1



Witness 2



SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

B1201 SCOPE

1202 SERVICES

Add the following to the fifth paragraph:

“Provision is made in the bill of quantities for payment for searching and exposing of known or unknown services as well as the relocation and/or protection of existing services. Any moving of existing services which may be required within the proclaimed road reserve will be undertaken by the relevant service authorities or by a selected subcontractor if so ordered by the Employer’s Agent.”

1206 THE SETTING-OUT OF THE WORK AND PROTECTION OF BEACONS

Add the following:

“The contractor shall be responsible for the true and proper setting out of the Works and for the correctness of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labour in connection therewith.”

The Contractor shall take care that property beacons, trigonometrical survey beacons or setting-out beacons are not displaced or destroyed without the consent of the Employer’s Agent. Property beacons and trigonometrical survey beacons that have been displaced or destroyed shall be replaced by a registered land surveyor, who shall certify such replacement.

The cost of replacing all beacons displaced or destroyed during the course of the Contract without the consent of the Employer’s Agent shall be borne by the Contractor.”

B1230: IN-SERVICE AND STRUCTURED TRAINING

The contractor shall in addition to the structured (accredited) training if any, as provided for in Part C of this document implement an in-service training programme, from the commencement of the contract, in which the various skills required for the execution and completion of the works are imparted to the labourers engaged thereon, in a programmed and progressive manner. Labourers shall be trained progressively throughout the duration of the contract, in the various stages of a particular type of work.

(a) Details of in-service and structured training

(i) The contractor shall attach basic details of his proposed in-service training programme, which details shall inter alia include the following:

- The details of training to be provided

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- The manner in which the training is to be delivered
- The number and details of trainers to be utilised.

(ii) The in-service training programme shall be submitted with the initial works programme. The progress in relation to this programme will be recorded monthly and attached to the site meeting minutes and payment certificate.

(iii) The contractor shall provide onsite, sufficient skilled and competent trainers to train all labourers engaged on the contract, in the various skills required for the execution and completion of the works.

(iv) All labourers shall be remunerated in respect of all time spent undergoing training.

(v) Every worker engaged on the contract shall on the termination of his participation on the contract, be entitled to receive from the contractor, a certificate of service in which the following information shall be recorded:

- The name of the contractor
- The name of the employee
- The name of the project/contract
- The nature of the work satisfactorily executed by the worker and the time spent thereon
- The nature and extent of training provided to the worker
- The dates of service.

The cost of the above obligations shall be deemed to be covered by the sums and rates Tendered for items B13.01 (a), (b) and (c) in the bill of quantities. The performance of the contractor in providing in-service training shall be taken into consideration should the contractor fail to reach his CPG at the completion of the project.

(b) Lead time for training

The training of labour as specified shall, as far as possible, take place before commencement of each activity and the contractor shall take into account in his programme the lead-time he requires for such training. All training herein specified shall be deemed to be a construction activity and a non-negotiable condition of the contract”.

B1231 COMMUNITY LIAISON OFFICER (CLO)

The contractor or his appointed agent will appoint a Community Liaison Officer (CLO) after consultation with the local communities, the Employer’s Agent and the employer. The contractor shall direct all his liaison efforts with the local communities through the appointed officer. The contractor shall, however, accept the appointed as part of his management personnel.

(a) Duties of the Community Liaison Officer

The Community Liaison Officer’s duties will be:

- (i) To be available on site daily between the hours of 07h00 and 17h00 and at other times as the need arises. The CLOs normal working day will extend from 07h00 in the morning until 17h00 in the afternoon.

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- (ii) To determine, in consultation with the Contractor, the needs of the temporary labour for relevant skills training. The CLO will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- (iii) To communicate daily with the contractor and the Employer’s Agent to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.
- (iv) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a “labour desk”.
- (v) To attend all meetings in which the community and/or labour are present or are required to be represented.
- (vi) To assist in the identification, and screening of labourers from the community in accordance with the contractor’s requirements.
- (vii) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
- (viii) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- (ix) To keep a daily written record of his interviews and community liaison.
- (x) To attend monthly site meetings to report on labour and RDP matters.
- (xi) All such other duties as agreed upon between all parties concerned.
- (xii) To submit monthly returns regarding community liaison.

(b) Payment for the Community Liaison Officer (CLO).

A special pay item is incorporated in section 1200 of the bill of quantities relating to payment of the liaison officer on a prime cost sum basis. This payment shall only be made for the period for which the duties of the liaison officer are required and not necessarily for the full duration of the contract. The remuneration of the CLO shall be determined by the Employer with a minimum salary of R 4 500.00 per month.

(c) Period of employment of the community liaison officer

The period of employment of the community liaison officer shall be as decided upon jointly by the contractor, Employer’s Agent and employer at a maximum period of eight (8) months basis, but with the option of renewal.

B1234 HEALTH AND SAFETY ACT 1993

The contractor shall provide the following:

- a) Contractor’s initial obligations in respect of the OHS Act and Constructions regulations
- b) Provision of full-time Health and Safety officer
- c) Submission of the Health and Safety file

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B1235 MEASUREMENT AND PAYMENT

Add the following items:

ITEM	UNIT
B12.01	
a) Protecting and relocating of existing services	Provisional Sum
b) Handling costs and profit in respect of sub item B1235 a)	Percentage (%)

ITEM	UNIT
B12.02	
Provision for a Community Liaison Officer	
a) Provisional sum for the payment of the Community Liaison Officer (R 8, 500.00 / month)	Provisional Sum
b) Handling costs and profit in respect of sub-item B12.02 (a)	Percentage (%)

Expenditure of the above item shall be made in accordance with the general conditions of contract. The Tendered percentage is a percentage of the amount actually spent under the sub-item B12.02 (a), which shall include full compensation for the handling costs of the contractor, and the profit in connection with providing the community liaison officer.”

ITEM	Unit
B12.36	
Occupational Health and Safety obligations	
a) Contractors initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Provisional sum
b) Contractors time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Month
c) Provision of full time health and safety officer	Month
d) Submission of the health and safety file	Lump sum

Payment of the rate per month for sub-item B12.36 b) shall include full compensation for all the contractors' obligations relevant to the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

The prime cost sums shall be paid in accordance with the provisions of the General Conditions of Contract. The Tendered percentage is a percentage of the amount actually spent under the prime cost items, which shall include full compensation for the profit in connection with providing the specified service.

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SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

B1302 GENERAL REQUIREMENTS

(a) Camps, constructional plant and testing facilities

Add the following:

The contractor shall, at each area where work is being undertaken, provide on a daily basis at least one (1) portable chemical latrine unit per thirty (30) workers for use by construction workers employed on the project. The latrine units shall be serviced daily and kept in a hygienic and orderly state to the satisfaction of the Employer's Agent. No separate payment shall be made for this requirement and shall be deemed to be included in the rates Tendered for the contractor's time-related obligations.

(1) Housing

The Contractor shall not erect any housing on the site of the works. The Contractor shall make all the necessary arrangements for accommodation of his personnel in approved areas.

(2) Services

The Contractor shall at his own expense, make the necessary connections to any utility services required by him for the execution of the works.

(3) Sanitation

The Contractor shall provide suitable sanitary arrangements for his staff at his campsite. If outside latrines are provided, they shall be of a neat construction and shall be provided with doors and locks. They shall be to the satisfaction of the Employer's Agent and the Local Authorities.

The Contractor shall provide at each work site at least one portable chemical latrine for use by construction workers. The latrines shall be serviced daily and maintained in good condition.

The Contractor shall be responsible for providing all necessary services to keep the latrines for himself, the Employer's Agent and the subcontractors and the Site in a clean, neat and hygienic condition, including the cost of refuse removal and disposal from the Site and from all accommodation provided by him.

If the Contractor fails to provide and / or maintain all Site sanitation facilities in a clean and hygienic condition the Employer's Agent may order the Contractor to suspend any or all work on the Site until the requirements of the Specifications are met. No payment shall be made for any delays or disruption of the Works caused thereby nor shall extensions of time be granted for such delays.

On completion of the Contract, the Contractor shall remove the sanitation system and reinstate the area to the satisfaction of the Employer's Agent. No separate payment will be made for this work and the Contractor shall allow for this in his tendered rates for establishment.

(4) Security

The Contractor shall provide adequate security and strict control of access to the campsite on a 24-hour basis including weekends and public holidays. The campsite area shall be adequately fenced with security fencing and security lights placed at strategic points. Notices to indicate that unauthorised persons may not enter the campsite area shall be erected at prominent locations as agreed with the Employer's Agent.

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All costs in connection with the provision of security shall be allowed for by the Contractor in his tendered rates for establishment on site.

(5) Environmental Protection

Construction will take place within the existing road reserve and every precaution must be taken to protect the established vegetation and roadside facilities. It is therefore essential that the Employer's Agent be continually consulted throughout the contract period to ensure that environmental considerations are satisfied.

Failure to show adequate consideration to the environmental aspects of this contract will be sufficient for the Employer's Agent to have the Contractor's representative or any other Contractor's employee(s) removed from the site in terms of Clause 24 of the General Conditions of Contract.

The following conditions have been imposed and shall be strictly complied with:

Personnel and plant shall not enter property beyond the road reserve boundary irrespective of whether the boundaries are fenced off or not.

The Contractor shall, to the satisfaction of the Employer's Agent, take every necessary precaution to prevent the contamination of any watercourses.

The Contractor shall plan his activities so that materials, in so far as is possible, can be transported direct to and placed at the point where they are to be used. However, where utilising materials in this manner is impractical, it shall be temporarily stockpiled for later loading and transportation to where it will be used.

Stockpiling areas shall be indicated to and approved by the Employer's Agent. Before any stockpiling of material may be done, the site shall be cleaned, and all loose stones or any plant or other material which may cause pollution shall be removed. After the stockpiled material has been removed, the site shall be reinstated as closely as possible to its original condition.

The Contractor shall be responsible for the establishment of a refuse control system for the collection and removal of refuse from the campsite and working areas.

The Contractor shall ensure that waste and surplus food, food packaging plastic and organic waste are not deposited by his employees anywhere on the site except in refuse bins for removal. If his employees are to eat elsewhere on site than in the campsite, the Contractor shall designate restricted places for eating in his working areas, shall provide adequate refuse containers in all these places and shall remove the refuse and clean up any remaining food containers immediately after mealtimes.

The Contractor has no right to the trees and shrubs on the site.
No bituminous material or waste material shall be dumped within the road reserve, even if only as a temporary measure. Provision shall be made to remove such excess material directly off the site to spoil areas to be provided by the Contractor"

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B1303 PAYMENT

ITEM UNIT

B13.01 The contractor's general obligations (As specified)

Add the following after the fifth paragraph:

"The combined total Tendered for sub-items (a), (b) and (c) shall not exceed 15% of the Tender sum, excluding VAT.

Should the contractor be of the opinion that 15% is inadequate to cover his costs in terms of section 1300, he shall indicate separately with his Tender where such costs have been allowed for in his Tender. If no such indication is given, the contractor shall not at any stage during the contract for any reason whatsoever claim additional compensation under this item."

SECTION 1400: HOUSING, OFFICES AND LABORATORIES FOR THE EMPLOYER'S AGENT'S SITE PERSONNEL

B1402 OFFICES AND LABORATORIES

(a) General

The facilities to be provided for the Employer's Agent in terms of these specifications shall be fenced off by a two meter high veranda type security fence with diamond mesh on the vertical portion and barbed wire on the overhang. A security gate shall be provided in the fence which shall be guarded at all times by an acceptable watchman provided by the contractor.

The Employer's Agent's establishment may be incorporated within the contractor's establishment provided that the preceding requirements are met to the satisfaction of the Employer's Agent. Separate payment shall be made for the provision and erecting of the security fence and gate, but the cost in respect of the provision of a watchman at all times by the contractor shall be deemed to be included in the contractor's Tendered rate for item B13.01(c)."

SECTION 1500: ACCOMMODATION OF TRAFFIC

B1503 TEMPORARY TRAFFIC CONTROL FACILITIES

Add the following after the first paragraph:

"All temporary road signs, devices, sequences, layouts and spacing shall comply with the requirements of the Road Traffic Act, 1996 (Act 93 of 1996), the National Road Traffic Regulations, 2000, the South African Road Traffic Signs Manual, the requirements of the relevant road authority and the drawings. All temporary traffic control facilities shall comply with the guidelines set in SA Road Traffic Signs Manual, Volume 2, and Chapter 13: Roadwork's Signing, (SARTSM, June 1999, obtainable from the Government Printer, Pretoria)."

(b) Road signs and barricades

Add the following:

"All the temporary road signs are to be mounted on posts as specified in section 5600 of the specifications. Provision shall be made for the supply and erection of the signs and the maintenance of the signs during the construction period. Provisions shall also be made for the removal of the temporary road signs on completion of the construction work when such signs are no longer required.

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Temporary road signs and channelization devices shall be manufactured in accordance with the latest edition of the South African Road Traffic Signs Manual (June 1999) and placed as shown on the drawings and in Road Signs Note 13. Delineators shall be manufactured from a non-metal material and shall be mounted on a base section also manufactured of non-metal material. Single as well as back-to-back mounted delineators are required

The obligation to arrange safe passage of traffic shall always be vested with the contractor regardless what is indicated on the drawings of the Employer's Agent."

(c) Channelization devices and barricades

Add the following:

"Drums shall not be used as channelization devices.

TW 401 and TW 402 delineators shall comply with the following requirements:

- a) It shall be manufactured from a flexible material and shall comply with SABS 1555. The blade portion of the delineator shall be positively affixed to a base unit which in turn shall be stable on its own or be stabilized by means of sandbags when used on the road.
- ii) The blade shall be retro-reflectorised, with class 1 yellow sheeting on the side facing oncoming traffic.
- iii) It shall nominally be 1000mm high x 250mm wide and the bottom edge of the delineator shall not be more than 200mm above the road surface.
- iv) It shall be subject to the approval of the Employer's Agent.

The maximum spacing between centres of delineators shall be as shown on the drawings or as directed by the Employer's Agent."

e) Warning devices

Add the following:

"It is a requirement of this contract that all construction vehicles and plant used on the works will be equipped with rotating amber flashing lights and warning boards as specified in the standard specifications. Construction vehicles travelling outside the limits of construction areas shall however, not operate the warning lights.

The warning lights shall have a base diameter of at least 170mm and the amber bulb cover a height of a least 150mm high. It shall be a requirement that the contractor also provides the Employer's Agent's site personnel with warning lights for their vehicles (a maximum of two lights are required) without any payment applicable.

B1517 RETRO-REFLECTIVE MATERIAL

"Retro-reflective material for temporary signs shall comply with the requirements of SABS 1519-1 for weathered material. Tests shall be carried out with a field retro-reflectometer and the testing procedure and classification are described. The value of the coefficient of Retro-Reflection shall be at least 60% of the values indicated in the Table."

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B1518 MEASUREMENT AND PAYMENT

Renumber item 15.01 as B15.01 and add the following:

“The tendered rate shall also include for all measures necessary to safeguard traffic on temporary deviations during blasting operations.”

Renumber item 15.03 as B15.03

Add the following sub-item:

ITEM	UNIT
B15.01: Accommodating traffic and maintaining temporary deviations	kilometer (km)

Add the following:

“The tendered rate shall include full compensation for the general obligations and incidental cost-items necessary for the accommodation of traffic and the construction and maintenance of deviations, including existing roads that are being used as deviations, during the construction period and during the maintenance period where such items of cost are not specially paid for under the pay items provided under this section in the schedule of quantities.

It shall also include, where necessary, communications equipment required to regulate traffic, for the provision and maintenance of temporary drainage, arranging for the moving of services, attending to traffic problems, complying with the requirements of the Road Signs Manual, and for providing temporary access to private properties. Additional payment will only be made for extra traffic aids, not shown on the drawings that have to be provided or used on instruction of the Employer’s Agent.

The length of a specific section shall be measured once only and compensation shall include all work to be carried out regardless of the number of widths in which it has to be executed.

Payment shall be made in two equal instalments. The first instalment shall be made when suitable deviations have been approved for use or when traffic is taken over half-width construction.

The second instalment shall become due when the traffic can be accommodated on the new road, all bypasses have been obliterated and all general obligations of the Contractor have been complied with, all to the satisfaction of the Employer’s Agent.”

<u>ITEM</u>	<u>UNIT</u>
B15.03: Temporary traffic-control facilities	

Amend the subitem as follows:

“(a) Flagmen month

Amend the first paragraph as follows:

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“The tendered sum per month shall be full compensation for the providing of flagmen as required and indicated on the drawings, as well as for flagmen required for any other activities by the Contractor.”

Add the following new subitems:

“(f) Road signs, Number (No)
 TW series, 1 500 triangular sides, including TIN 1 500 x 400

“(g) Road signs Number (No)
 TW series, 1 200 x 1 600 including TIN 1 200 x 400

Add the following:

“(f) and (g)”

The unit, of measurement shall be number of each sign provided and completely erected”.

Amend the following notes in the measurement paragraphs as follows:

“The tendered rate for subitem (h) shall also include full compensation for the sign stand, for the provision of two sandbags per delineato++

r to hold it in position and for their replacement when necessary due to whatever reason. Only the standard plastic type road sign TW 401/402 (Old DTG 50 J) will be allowed on this Contract”.

SECTION: 1700: CLEARING AND GRUBBING

B1702 DESCRIPTION OF WORK

a) Clearing

Add the following:

“Clearing shall include the removal of material to a thickness of up to 150mm in-situ material as ordered by the Employer’s Agent. No payment shall be made for temporary stockpiling of topsoil material in the case where this material is applied as topsoil after completion of road side slopes.

Should the required depth exceed 150mm, the total volume of material removed shall either be classified as “temporary stockpiling of topsoil” or “unsuitable roadbed material” or “cut to spoil” whichever is applicable as allowed for in the standard specifications. In these cases no payment shall be made for clearing and grubbing.

Clearing as described shall in all cases be undertaken in such a manner that the topsoil is preserved and not contaminated with other debris or rubbish. Cross-sections for the determination of earthworks quantities shall be taken after clearing (topsoil or unsuitable roadbed material) and roadbed preparation if applicable.

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Payment for gabion boxes and mattresses which have to be removed and the material sorted and stacked shall be made under section 5200”

SECTION: 1800: DAYWORK SCHEDULE

Note: This is a new section added to the Standard Specifications.

Add the following:

B1801 SCOPE

This section covers the listing of day work items for use in determining payment for work which cannot be quantified in specific pay item “units” in the bill of quantities or work ordered by the Employer’s Agent during the construction period which was not foreseen at Tender stage for which no applicable rate exists in the schedule or for work of a special or different character warranting special payment as decided by the Employer’s Agent.

B1802 ORDERING OF DAYWORK

No day work shall be undertaken unless specific written authorisation is obtained from the Employer’s Agent.

B1803 MEASUREMENT AND PAYMENT

The Employer’s Agent may order the following day work items:

ITEM	DESCRIPTION	UNIT
B18.01	Labourers:	
	(i) Unskilled	Hour (h)
	(ii) Semi-skilled	Hour (h)
	(iii) Skilled	Hour (h)
B18.02	Foreman	Hour (h)
B18.03	Tipper trucks:	
	(i) 3 – 5 ton	Hour (h)
	(ii) 5,1 – 10 ton	Hour (h)
B18.04	Loader (0,5m ³)	Hour (h)
B18.05	Grader (CAT 140G or similar)	Hour (h)
B18.06	LDV	Hour (h)
B18.07	Hand Controlled Compactors	
	(i) Pedestrian roller (Bomag BW90)	Hour(h) Hour (h)
	(ii) Vibratory plate	Hour(h)
B18.08	(iii) Rammers	Hour(h)
	Water truck (min 10000 l)	Hour(h)

The unit of measurement shall be the actual number of hours worked by labourers or foremen or an item of plant.

The tendered rates shall include full compensation for all cost items including overheads, head-office expenses and profits as described in subclause 40(3) of the general conditions of contract and shall be subject to contract price adjustment as provided for in the contract.

The mark-ups on daywork items in accordance with the Appendix to the Tender shall not be applicable on day work items listed in the bill of quantities in terms of the above specifications. In the event of new day work rates

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being requested for items not appearing in the bill of quantities, then the provisions of the general conditions of contract and the Appendix to the Tender shall apply.

Prior to the commencement of any work by the labourers described under item B18.01, the contractor must obtain written consent from the Employer’s Agent regarding the classification and composition of all labourers in terms of “unskilled” and “skilled” labourers required for the work as ordered by the Employer’s Agent.”

2100: DRAINS

B2107 MEASUREMENT AND PAYMENT

Item		Unit
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B21.01	Excavation for open drains	
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Add the following to the penultimate paragraph:

“The tendered rate shall also include full compensation for trimming the open drains and preserving excavated material for shoulder reconstruction”

SECTION 3200: SELECTION, STOCKPILING AND BREAKING-DOWN THE MATERIAL FROM BORROW PITS, CUTTINGS AND EXISTING PAVEMENT LAYERS, AND PLACING AND COMPACTING THE GRAVEL LAYERS

B3204 BREAKING-DOWN THE MATERIAL

(a) Initial breaking-down of the material in cuttings; borrow pits and existing pavement layers

Add the following to the table in the second paragraph of this subclause:

"Pioneer layers - 500mm maximum dimension

Not more than 20% of pioneer layer material shall pass through the 2,0mm sieve."

(b) Further breaking-down of pavement material

Add the following:

"Material used for the construction of selected, and wearing course layers shall be broken down by means of normal grid-rolling or additional normal grid-rolling to such an extent that the compacted pavement layer shall contain material of which 95% of the aggregate size shall not exceed 65mm. All oversize material, after breaking-down, shall be removed".

B3209 PLACING AND COMPACTING THE MATERIALS IN LAYER THICKNESSES IN EXCESS OF 200mm AFTER COMPACTION

Add the following new subclause:

(d) Pioneer layer

"The maximum size rock used in pioneer layers shall be 500mm and the layer thickness before compaction shall not be more than one-and-a-half times the maximum actual size of the rock. Not more than 20% of pioneer layer material shall pass through the 2,0mm sieve. Pioneer layer processing and compaction shall be as specified in subclause 3307(c) of the standard specifications".

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SECTION 3300: MASS EARTHWORKS

B3305 TREATING THE ROADBED

(a) Removing unsuitable material

Add the following to the third paragraph:

"For the purpose of this contract, excavation and removal of in-situ clayey material over areas where the road is in a fill condition shall be classified as removal of unsuitable material, irrespective of the stability or moisture condition of the in-situ material".

(c) Preparing and compacting the roadbed

Delete the last sentence of the first paragraph "If necessary, roadbed..... depth of compaction" and replace as follows:

"Where demarcated by the Employer's Agent, prior to the roadbed being scarified, the excess in situ material forming part of the present roadway, and within the limits of the roadbed, and in close proximity of the layer works, but falling within the limits of the layerworks, shall be bladed to controlled level in order to achieve the required level and necessary depth of compaction."

B3307 FILLS

(c) Constructing a pioneer layer

Add the following to the first paragraph:

"For the purpose of this contract, pioneer layers shall be completed by means of eight-pass roller compaction using vibratory rollers as specified in subclause 3304(b) of the standard specifications."

(d) Benching

Add the following:

"Benching of fill and pavement layer material is required to be undertaken into the existing fill embankments and pavement layers. No additional payment shall be made over and above the normal pay items applicable to earthworks and pavement layers where benching is required for widening of the existing road formation. Benching shall be undertaken as per Employer's Agent's instructions.

It is a requirement that benching shall always be started at the bottom of the existing fill progressing to the top of the formation. The dimensions and details of benching are shown on the drawings."

B3308 FINISHING THE SLOPES

(d) General

Add the following:

"Where existing cut and fill slopes are excessively eroded or where slippages occurred in slopes, the slopes are to be reinstated by means of backfilling with suitable gravel material. All loose material and vegetation shall first be removed from the eroded cut and fill slopes before backfilling may commence from the bottom of the cut or fill. The backfill material shall be benched into the existing slopes and compacted to 90% of modified AASHTO density, using suitable small compaction equipment e.g. Bomag walk-behind rollers or hand-held

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compaction tools. Benching shall be executed to the dimensions shown on the drawings. Upon completion of the backfilling operation the cut and fill slopes shall be neatly finished as specified.”

B3312 MEASUREMENT AND PAYMENT

Add the following sub-item to item 33.10:

“ITEM		UNIT
B33.10	(e)Extra over sub-items 33.10(a), (b) and (d) for blading to controlled levels (existing road)	cubic metre (m ³)

The unit of measurement in respect of the material bladed as specified in subclauses 33.05 (c) shall be the cubic metre of material bladed, measured in the original position before blading, in accordance with the method of average end areas.

The Tendered rate shall include full compensation for blading of such material to level.

Only material bladed on the instruction of the Employer’s Agent for exposing the underlying roadbed material for treatment will be measured and paid for as described above.”

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SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL

B3402 MATERIALS

(a) General

Add to Clause 3402(a) the following:

The road consists of the following pavement:

Sub-base	150mm C4 Stabilised
Roadbed	150mm G6/G7 Natural Gravel

All layers shall comply with the requirements of Tables 3402/1, 3402/2, 3402/4 and 3402/5 of the Standard Specification. The requirements of Section 3500 : Stabilization shall also apply to the relevant layers.

(b) Compaction Requirements

Add to Clause 3402(b) the following:

The compaction requirements of the pavement layers shall be:

Sub base	95% of Modified AASHTO density
Roadbed	93% of modified AASHTO density

Material requirements for gravel pavement layers are in accordance with TRH4 and shall be indicated on the drawings.

There shall be no measurement of Intermediate class excavation. All excavation that is not Hard shall be deemed as Soft.

B3406 QUALITY OF MATERIALS AND WORKMANSHIP

Add to Clause 3406 the following:

Test results and re-measurements shall be assessed in accordance with the provisions of Section 8200: Quality Control (Scheme 1) of the standard specifications, as amended in these project specifications.

B3407 MEASUREMENT AND PAYMENT

Delete the note at the start of the measurement and payment clause dealing with work in restricted areas. On this Contract, no extra over payment will be made due to the nature of the site or the size of the work area available. All costs associated with carrying out the works are deemed to be included in the tendered rates for the items in the Schedule of Quantities.

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SECTION 3500: STABILISATION

B3502 MATERIALS

(a) Chemical stabilizing agents

Add to Sub-clause 3502(a) the following:

The new SABS ENV 197-1 standard specifications will be applicable to this Contract (Refer to Clause B1229 in the Project Specification). According to these specifications the following cements are prescribed:

- (ii) Ordinary Portland cement: CEM 1
- (iii) Portland blast-furnace cement: CEM III/A, III/B AND III/C
- (iv) Ground granulated blast-furnace cement: As specified in 3502(a)(iv)
- (v) Portland fly-ash cement: CEM II/A-V, CEM II/B-V, CEM II/A-W, CEM II/B-W

B3503 CHEMICAL STABILIZATION

(i) Construction limitations

Add to Sub-clause 3503(i) the following:

Cement stabilization shall not be carried out during falling temperatures when the ambient air temperature falls below 7°C or during rising temperatures when the ambient temperature is below 3°C.

The surface temperature of a compacted stabilized layer shall not be allowed to fall below 1°C during the first three (3) days after stabilization. The Contractor shall be responsible for taking all measures necessary in this regard and shall especially refrain from stabilizing when such night temperatures are probable.

All stabilized layers which have been damaged by frost or by the formation of ice in the layer shall be removed and replaced by the Contractor at his expense unless agreed otherwise by the Employer's Agent. The Contractor shall make due allowance for these requirements in his construction programme, and no claims in this regard will be considered.

B3509 QUALITY OF MATERIALS AND WORKMANSHIP

Add to Clause 3509 the following:

Test results and re-measurements shall be assessed in accordance with the provisions of Section 8200: Quality Control (Scheme 1) of the standard specifications, as amended in these project specifications.

The Contractor shall advise the Employer's Agent at least 24 hours in advance of any stabilization work to enable him to organise and conduct his own control tests.

Where the stabilising agent is to be spread by hand, the pockets of stabilising agent shall be placed on the layer at regular intervals. However, spreading shall not be carried out before the Employer's Agent is satisfied that the correct quantity of stabilising agent can be spread.

Stabilised layers shall be covered for curing within 24 hours, as specified. If the stabilised layer is found to have failed, the cover material shall be removed and the layer rectified if instructed by the Employer's Agent. No additional payment shall be made for such removal and remedial work.'

B3510 MEASUREMENT AND PAYMENT

Delete the note at the start of the measurement and payment clause dealing with work in restricted areas. On this Contract, no extra over payment will be made due to the nature of the site or the size of the work area available.

Contractor

Witness 1

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All costs associated with carrying out the works are deemed to be included in the tendered rates for the items in the Bill of Quantities.

Payment Item B35.02 Chemical stabilising agent

Add the following note to this payment item:

The notation used for Portland cement and Portland blast-furnace cement corresponds with the notation specified in SABS ENV 197-1.

SECTION 5100: PITCHING STONEMWORK AND PROTECTION AGAINST EROSION

B5101 MATERIALS

- a) Stone

Add the following:

“This section shall include obtain freely available stones as well as stores obtained from commercial sources and that bought locally including from areas owned by authorities”.

B5104 CONCRETE PITCHING AND BLOCK PAVING

Add the following:

- d) Supply and install Segmented block paving, 60 mm thick interlocking, 25MPa, including sand bedding.

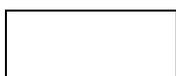
Installation of paving block shall be labour intensive.

Add the following:

“This section shall include obtain freely available stones as well as stores obtained from commercial sources and that bought locally including from areas owned by authorities”.

B5100 MEASUREMENT AND PAYMENT

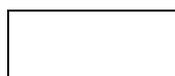
ITEM		UNIT
B51.01 L	Stone Pitching	
a) Plain pitching:		
i) Method 1		m ²
ii) Method 2		m ²
b) Grouted pitching		m ²
c) Grouted stone pitching on a concrete bed		
i) 50mm thickness		m ²
ii) 100mm thickness		m ²
iii) 200mm thickness		m ²
d) Wired – and – grouted stone pitching		m ²



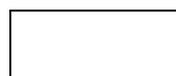
Contractor



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5600: ROAD SIGNS

B5601 SCOPE

“This section also covers the supply and erection of permanent danger plates at culverts and bridges at the locations indicated on the drawings or as directed by the Employer’s Agent.”

B5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS

(a) Road signboards

Add the following:

“The contractor shall make every effort to ensure that signboards are correct in all respect and before dispatching the boards from the manufacturer’s factory shall provide the Employer’s Agent with a 100mm x 150mm colour photograph of each sign face for approval of the correctness of the legend. Such approval will not imply final acceptance of the board. If the Contractor is in any doubt as to the correctness of the sign detail, the sign designer shall be contacted for verification.”

(a) (ii) Steel profile road signboards

Add the following:

“Where the letter or legends cross the horizontal joints of the sign panels, the letter shall be cut on the joint and both ends folded around the radius.

Retro-reflective material to adjoining Chromadek panels on a sign shall be practical visual match of the specified colour.”

B5604 ROAD SIGN FACES AND PAINTING

Add the following new subclause:

“(e) Application of retro-reflective material

All sign faces shall be faced with diamond grade retro-reflective material. Painted front sign faces shall not be used.

Where applied to Chromadek sections, retro-reflective material shall be applied as specified for aluminium section in Clause 5603(d) of the Standard Specification, and of Clause B5603 (a) (ii) of this project Specification.”

B5605 STORAGE AND HANDLING

Add the following:

Contractor

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“The following shall not be allowed on the sign face:
 Drilling of holes, except for the fastening of overlays
 Application of any form of adhesive
 Cleaning with any chemicals that are not specifically approved by the manufacturer of the retro-reflective material
 Covering the sign face with an impermeable material that does not allow free circulation of air.”

B5606 ERECTING ROAD SIGNS

(c) Erection

Add the following:

“After erection the signboard shall be thoroughly cleaned with a cleaning agent approved by the retro-reflective material’s manufacturer.

All vegetation obstructing the new or replaced sign board shall be removed and disposed of as instructed by the Employer’s Agent.”

B5608 DISMANTLING, STORING AND RE-ERECTING EXISTING ROAD SIGNS

Add the following:

“Existing overhead and ground mounted road signs that are being replaced by new signs shall be dismantled and disposed of by the Contractor. Where possible the dismantling of the signs shall not be before the replacement sign is erected and displayed. Where dismantling of the sign is required before erection of the replacement sign, the dismantling shall not take place until immediately before work is to commence on the replacement, and the replacement shall be completed and the new sign displayed as soon as possible thereafter (within 72 hours).

Dismantling shall include sign panels and ground mounted sign supports.

Ground mounted sign supports shall be cut off just below ground level. Material excavated for removal of buried poles shall be replaced, and any depression made good using excess material from excavation for new signs. Pay items are provided in the Bill of Quantities. Payment will differentiate between different types of sign panels.”

B5609 MEASUREMENT AND PAYMENT

ITEM	UNIT
B56.01 Road sign boards with painted or coloured semi-matt background. Symbols, lettering, and borders in diamond grade retro-reflective material, where the sign board is constructed from:	m ²

Amend the last two lines of the second paragraph to read:

“completion, delivery, installation of the road sign board complete as specified, and the removal and disposal of all vegetation obstructing the motorists’ view of the new or replaced sign board.”

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This requirement shall be deemed to be incorporated in the Tendered rates for item 59.01 of the bill of quantities or such other items as the contractor may decide upon.

The Employer's Agent may order additional finishing of the road reserve which will entail the collection and disposal of loose rocks etc. Payment for this work will be made under day work items included in section 5900 of the bill of quantities as described in section 1800 of these project specifications."

SECTION 8100: TESTING MATERIALS AND WORKMANSHIP

8101 SCOPE

During the progress of the work tests shall be conducted on materials and workmanship to ensure compliance with the requirements of the specifications.

8102 TESTING METHODS

All tests shall be conducted in accordance with the standard methods specified in the following, in order to precedence:

- (a) Standards methods for testing road construction materials (TMH 1 and TMH 6) and for calibration (TMH 2), compiled by the Committee of State Road Authorities (CSRA) and published by the department of transport as part of the series Technical Methods for Highways.
- (b) South African bureau of Standard Specifications, test methods, codes of practice and co-ordinating specifications.
- (c) British Standards Institute Specifications (BS)
- (d) The specifications of the American Society for Testing and Materials (ASTM)
- (e) The specifications of the American Association of State Highway and Transportation Officials (AASHTO).
- (f) The standard methods of testing of the South African Bitumen and Tar Association (SABITA)

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C3.4.2 SITE ESTABLISHMENT

Site establishment

The Contractor is responsible for Site Establishment. The construction yard will not be serviced and the Contractor shall make arrangements to connect all necessary services to specific points. The Contractor shall bring to the Site all his necessary construction equipment and install all stationary construction equipment and plant at locations and in the manner accepted by the Engineer. The Contractor shall submit sufficiently detailed plans showing the proposed locations of such stationary equipment and other pertinent data. No installation of such stationary equipment shall be undertaken unless the corresponding plans have been accepted by the Engineer.

Services and facilities provided by the Employer

Source of water supply

The Contractor shall make his own arrangements for the supply of water for construction and testing purposes. The Contractor will be required to supply, install, operate and maintain at his cost, such temporary pipework and storage facilities as may be necessary to ensure sufficient supply. The supply shall be metered. The Contractor will also be required to pay all connection fees, cost of water drawn from the water supply authority's system at the ruling tariffs in force at the time as well as include all such requirements throughout the duration of the Contract.

Source of power supply

The Contractor shall make his own arrangements temporary power supply for construction purposes. The Contractor will be required to make his own arrangements with, and pay all the requisite connection and consumption charges for whatever temporary power supplies he may require for his use on the site as well as include all such requirements throughout the duration of the Contract.

Facilities provided by the Contractor

Contractor's camp

On this Site, the Contractor shall be responsible in establishing the final grade for his site establishment requirements including; construction offices, storage areas, warehouse, machine and repair shops, fuel tanks, storage tanks, power and water distribution lines and provide such related facilities and sanitary conveniences that are necessary for maintaining health, peace and order, and safety in the work areas. The positions of all buildings constructed by the Contractor for his own use will be subject to the acceptance of the Engineer. Temporary and permanent fencing around the Contractor's Site establishment areas and electrical and mechanical apparatus connected to the electrical supply shall be erected by the Contractor where needed. On completion of work on Site, buildings constructed by the Contractor for his own use shall be completely demolished, including foundations, and the ground reinstated. Underground services to these buildings shall be removed.

Contractor

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The Contractor shall be responsible for all temporary services required by him both for the site establishment area, camp site and for construction purposes, including water, electricity, sewage, and communication facilities.

Covered accommodation for perishable or corrodible materials, fittings and the like shall be adequate and suitable for their purpose and, particularly in the case of cement stores, shall be well ventilated, weatherproof and waterproof with floors raised off the ground, so as to keep the materials perfectly dry and freely aerated. All such accommodation shall be subject to the approval of the Engineer who shall have free access to the premises at all times.

In addition to the above, the Contractor shall provide one toilet per 10 workmen. Portable toilet facilities shall be made available to workers of both male and female genders, the number provided to be in proportion to the ration of the sexes. The toilets shall be located in the vicinity of the work site, shall be screened from public view and the use thereof shall be enforced. The Contractor shall, where applicable, make the necessary arrangements for the regular removal of night soil. The Contractor is to ensure portable toilet facilities are cleaned on a regular basis.

Storage and laboratory facilities

The Contractor shall provide all storage and laboratory facilities required for the proper execution of the works. The test of layer work and material should be done by a SANAS accredited laboratory. The contractor to include it in its rate for the activities.

Other services and facilities

The requirements of the Engineer's Site establishment are detailed in Project Specification PSA and PSAB.

Disposal of refuse

The Contractor shall be responsible for the disposal of refuse and waste generated by his staff on a daily basis. The site is to be kept clean, neat and tidy, to the *Employer's* satisfaction.

Telephone facilities

The Contractor is to provide his own telephone facilities as well as facilities for the use of the Engineer, or his representative for the duration of the Contract.

Housing facilities

The Contractor will not be required to provide housing facilities for the Engineer's staff. No accommodation for the Contractor's employees will be permitted on site.

Notice boards

The Contractor will be permitted to display two notice boards advertising his Contract on or near the Site or access points to the project area. The notices shall be of a form and in a position accepted by the Engineer and shall include details of other parties involved (including the

Contractor

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Employer) as well as the Contractor. No advertisement shall be displayed without the acceptance of the Engineer.

Site usage

Working with road reserves, Eskom servitudes, etc.

The Contractor is to confine his activities strictly to the indicated working areas and to the spoil sites and the direct access roads to these. He shall not work outside his designated working areas except with the prior approval of the Employer, in writing. It is advised that the Contractor takes note of damaged structures or parts thereof and report these to the Engineer in writing before work starts at or near an existing structure to prevent possible disputes with the occupant or owner.

Site safety and precautions against nuisance

The Works is to be conducted within residential areas with pedestrian and vehicular traffic. The watching, barricading, lighting and traffic control on site shall be carried out where required in strict compliance with these specifications. The Contractor shall ensure that all safety measures are strictly adhered to.

Plant used on the Works shall be as efficiently silenced as possible and noisy operations will be permitted between the hours of 07:00 and 17:00 only. Any work outside normal working hours requires written approval by the Engineer 24 hrs in advance.

Dust suppression is required for all earthworks activities prone to form excessive dust. Any rock or debris falling from trucks on any haul road shall be removed immediately. Precautions shall be taken to prevent fouling of the site and public roads by trucks. The Engineer may instruct the Contractor to clean roads where any material or debris deposited by any construction vehicle may constitute a danger to the public.

The Contractor is solely responsible for the security of his camp, plant and materials. The Contractor is to familiarise himself with the locality of the proposed site and allow sufficient security measures in order to protect the works. The Employer will not be held responsible for any damages, theft or

Permits and wayleaves

The Employer will make the arrangements for all security access permits and wayleaves necessary within the Works.

Alterations, additions, extensions and modifications to existing works

Interfaces with existing works are indicated on the relevant drawings as far as possible. The Contractor shall take note of these and make appropriate allowances for dealing with, and where necessary, making modifications or tying into these services.

Inspection of adjoining properties

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The Contractor will be required to inspect all properties within 50m radius of any excavation on site before and after completion of the works. A detailed written and photographic record of the inspections is to be submitted to the Engineer and Client prior to excavation activities commence.

Water for construction purposes

The Contractor is required to construct and maintain standpipes for construction water.

Survey control and setting out of works

Before commencing the operations, the Contractor shall locate and mark all survey pegs and beacons and shall immediately submit a written report in duplicate of any missing or damaged pegs and beacons to the Engineer's Representative, who shall verify the facts and return a countersigned copy of the report to the Contractor. Other than in the case of setting out pegs, the Contractor will be held responsible for the replacement by a registered land surveyor of all beacons or pegs found damaged or missing on completion of the Works which were not reported as such by the Contractor before commencing operations.

Survey records of beacons, bench marks, etc., replaced shall be submitted to the Engineer. Attention in this regard is drawn to Sections 35(1) and (2) of the Land Survey Act of 1927 which lays down the penalties applicable to those who are responsible for interfering with permanent survey beacons, bench marks, reference marks or trigonometric stations.

C3.4.3 PLANT & MATERIALS

Materials supplied by the *Employer*

No materials will be supplied by the *Employer*. The construction yard will not be serviced and the Contractor shall make arrangements to connect all necessary services.

Materials, samples and shop drawings

All materials required for incorporation into the permanent works are to be supplied by the Contractor. Where possible, these materials shall be sourced from within the area, taking into account availability of supply, price and continuity of supply. In-situ material can be used where suitable. Spoiling and spreading of material will not be permitted on site and suitable temporary stockpile areas must be identified by the Contractor and approved by the Engineer prior to stockpiling.

C3.4.4 CONSTRUCTION EQUIPMENT

The Contractor shall provide all construction equipment and plant necessary to complete the works.

Requirements for equipment

Contractor

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All construction equipment shall be used for the purpose that it was designed for, should be in good working condition and shall be used in a safe manner and shall comply with all relevant legal and roadworthy aspects.

Equipment provided by the Employer

The *Employer* will not provide any plant and equipment required for construction purposes. All equipment and plant required shall be provided by the Contractor.

C3.4.5

EXISTING SERVICES

Known services

The position of the known existing services is indicated on the layout drawings as far as reasonably possible. The Contractor shall, however, take note of the fact that this is a developed site which is adjoined and crossed by many services. The Contractor must therefore make provision for suitable means of locating and accommodating all services, including those not known or shown on the drawings. This, however, does not relieve the Contractor from responsibility of verifying if any additional services are present in the area by searching and probing the terrain in question for any existing services or indications of the presence of such services. The Contractor shall at all times exercise the utmost care when working in their vicinity and shall take all necessary steps to protect any existing services whatsoever against damage which may arise as a result of his operations on site. The Contractor shall bear the cost of the repair of damage to any service the possible existence of which could reasonably have been ascertained by him in good time. All cables and pipes shall be considered "live" unless confirmed otherwise by the relevant service authority.

Treatment of existing services

Work will be carried out in the vicinity of existing services and all such services shall remain in operation at all times, except where arrangements have been made for the interruption of the service for the purposes of carrying out the Works under this Contract.

Existing overhead and underground services may be indicated on drawings held by the respective service providers. Should the Contractor find evidence of possible buried services, he shall notify the Engineer immediately thereof. The Engineer will assess the situation and instruct the Contractor on an appropriate course of action to be taken.

The Contractor shall be responsible for checking the locations of all services and to ensure that no damage is caused by construction operations.

The Contractor, before starting any excavations or where indicated in the scope of work or site information that underground services either cross or are located adjacent to the Works that is to be constructed, such services shall be exposed by hand ahead of trenching operations to enable any changes that might be needed in the design of the pipelines to be made timeously. Care shall be taken in exposing such services to avoid damaging them. An item has been allowed for in the Bill of Quantities for hand excavation or other methods to search for existing services.

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

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Use of detection equipment for the location of underground services

The Contractor shall be allowed to use non-intrusive equipment for the location of existing services if so agreed. Should excavation be required to identify and or expose any services this shall be for the account of the contractor and shall only proceed once the relevant permits or approvals have been issued by the Employer.

Damage to services

Should any existing services be damaged by the Contractor, the Engineer shall be informed immediately. The Contractor shall repair the damaged service if so, instructed by the Engineer or shall assist in the repair of the service as instructed by the Engineer at the Contractor's own cost.

Alterations, additions, extensions and modification to existing works

The Contractor must satisfy himself that the dimensions accuracy, alignment, levels and setting out of the existing road, structures or components thereof are compatible with the proposed Works and must notify the Engineer where this is not the case.

Inspection of adjoining properties

The Contractor together with property owners must inspect all adjacent properties for defects, cracks etc. before commencing with the works that may have a potential to damage surrounding buildings and properties. Notes and photographs must be taken to record any existing defects prior to the commencement of the works. The contractor shall keep the photos and give the ER one copy of such photos.

Water for construction purposes, power supply and other services

The Contractor shall make all his own arrangements concerning the supply of construction water, electrical power and all other services. No direct payment will be made for the provision of such services. The cost thereof shall be deemed to be included in the rates and amounts bid for the various items of work for which these services are required.

Survey control and setting out of the works

The Contractor must check all survey control beacons indicated on the drawings before commencing with the works and must notify the Engineer of any discrepancy.

Construction in confined areas

It will be necessary for the Contractor to work within confined areas. No additional payment will be made for work done in restricted areas unless allowed in the schedule of quantities. In certain places the width of the fill material and pavement layers may reduce to as little as zero and the working space may be confined. The method of construction in these confined areas will depend largely on the Contractor's constructional plant. However, the Contractor shall note that measurement and payment will be in accordance with the specified cross-sections and dimensions irrespective of the method used to achieve these cross-sections and dimensions that the bid rates and amounts shall be deemed to include full compensation for any special

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equipment and construction methods or for any difficulty encountered in working in confined areas and narrow widths, and at/or around obstructions, and that no extra payment will be made nor will any claim for additional payment be considered in such cases.

Overhaul

The contractor is to price for overhaul of material as indicated on schedule of items.

Training

The contractor shall conduct on the job training where possible for local labour. There will be no additional payment for training that is done exceeding Provisional Sum amount allowed for in the schedule of quantities.

Use of local sub-contractors and resources

One of the specific objectives of this Contract is to use local emerging sub-contractors who are CIDB 1CE, 2CE or 3CE so that at the end of the contract they will be eligible to upgrade to a higher CIDB grading to a higher grading. It is required that local sub-contractors, local labour and the use of local resources should be prioritized. The contractor and his/her sub-contractors should adopt labour-Intensive Construction (LIC) methods of construction. No activity shall be executed using machines when it is practically possible to use labour.

Labour-optimising construction activities

a) General

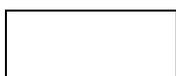
The portions of the Works listed in Sub-clause (b) below shall, unless otherwise instructed by the Engineer, be constructed under this Contract using Sub-contractors and Labour Intensive Construction (LIC) methods only. Sub-contractors appointed shall also use LIC methods. Unskilled labour is to be drawn from the local wards.

In respect of those portions of the Works which are not listed in Sub-clause (b), the construction methods adopted and plant used shall be at the discretion of the Contractor, provided always that the construction methods adopted and plant used by the Contractor are appropriate in respect of the nature of the Works to be executed and the standards to be achieved in terms of the Contract.

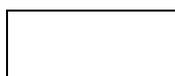
b) Operations to be executed using Sub-contractors & LIC methods

The following portions of the Works shall be executed using Sub-contractors and LIC methods:

- i) Installation of paving bricks : Sub-contractor
- ii) Installation of Kerbs : Sub-contractor
- iii) Road markings : Sub-contractor
- iv) Constructing all masonry work : LIC method



Contractor



Witness 1



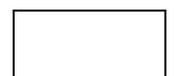
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Witness 1



Witness 2



- v) Construction of Concrete Channel: LIC method
- vi) Removal of oversize material : LIC method

Restrictions on the use of personnel in the permanent employment of the contractor

- a) The Contractor shall limit the use on the Works of his permanently employed personnel to that of key personnel only (as defined in Part E of the Construction Specifications) and shall, subject to the further provisions of the following parts of the Construction Specifications -
 - i) Part E - Provision of the temporary workforce,
 - ii) Part F - Provision of structured training,

Execute and complete the Works using a temporary workforce employed directly by the Contractor and/or by Subcontractors.

- b) The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor and where he deems the circumstances to warrant, authorize in writing that the Contractor may use in the execution of the Works, workers not being his key personnel but who are in his permanent employ. Without limiting the generality of application of this sub-clause, circumstances which may be considered by the Engineer to warrant the authorization of the use of the Contractor's permanent employees not being key personnel, include:
 - i) The unavailability of sufficient numbers of temporary workers and/or Subcontractors to execute the Works, provided always that the Contractor has proven that he has exercised his best endeavours and taken all reasonable actions to recruit sufficient numbers of temporary workers and Subcontractors and has exhausted all reasonable recruitment options
 - ii) The unavailability within the temporary worker pool and/or Subcontractor sources available to the Contractor in terms of the Contract, of sufficient of the required knowledge and skills necessary for the execution of the Works or specific portions thereof, in cases where the time for completion allowed in the Contract is insufficient to facilitate the creation of the necessary skills through the provision of training as contemplated in this Contract

Any other circumstances which the Engineer may deem as constituting a warrant

Contractor

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C3.5 MANAGEMENT OF THE WORKS

C3.5.1 GENERIC SPECIFICATIONS

The standard specifications on which this contract is based on the following COLTO specifications are also referred to in this document and the Contractor is advised to obtain them from South African Institution of Civil Engineering (SAICE).

C3.6 HEALTH AND SAFETY

The following particular and generic specifications are applicable to this contract.

(1) Occupational Health & Safety

C3.6.1 OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

Penalty

.1.1 Framework for an occupational health and safety plan

C3.6.1.1.1 Introduction

The Principal Contractor has to demonstrate to the Employer that it 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 Principal Contractor could be required to submit the following documentation for perusal and verification by the Employer:

- 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.

The following specifications are supplied as a guide only. The Employer’s Health and Safety Agent may amend and/or expand on the specifications by means of an addendum to Tender or after the award of the Contract.

C3.6.1.1.2 OH&S plan at tender stage

Tenderers shall submit an OH&S plan with their tender document. This shall be a preliminary plan that may be expanded on and finalised after the award of the contract. The OH&S Plan should be based on the following principles:

- A proper risk assessment of the construction work.
- Pro-active identification of potential hazards and unsafe working conditions.
- Informing and/or training of employees in hazards and risk areas.
- Provision of a safe-working environment and safety equipment.
- Ensuring the safety of sub-Contractors through their safety plans.
- Monitoring the health and safety on the construction works on a regular basis.
- Using competent safety officers.

Contractor

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Witness 2



C3.6.2 Contents of an occupational health and safety plan

C3.6.2.1 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.

C3.6.2.1.1 Communication and management of the work

- Management structure and responsibilities.
- Details of the construction supervision and his appointed assistants.
- Details of the Construction Safety Officer.
- 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 Employer, designers, 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.
 - 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 Employer 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.

C6.2.1.2 Arrangements for controlling significant site risks

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

C3.6.2.1.3 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.
- Traffic routes and segregation of vehicles and pedestrians.
- Traffic control during pipeline crossing of existing roads.
- Handling and storage of hazardous materials.
- Dealing with existing unstable structures/land.
- Working in confined spaces.

Contractor

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Witness 2

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Witness 1

Witness 2



- Working at elevated heights (> 3,0 m).
- Other significant safety risks as and when identified.
- Working in excavations to a depth of 7,0 metres.

C3.6.2.1.4 Health risks

- Working environment.
- Handling, storage and use of hazardous chemical substances.
- Dust containing cement, silica and other hazardous 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.

C3.6.2.1.5 Special risks

Contractors are to take note of the special risks that may be encountered during the project and to include these special risks in the OH&S plan.

C3.6.2.1.6 Working environment

- Rotating machinery (and pumps if required).
- Electrical infrastructure not indicated on "As Built" drawings.
- Electrical storms during summer months.
- Traffic control during pipeline crossings of existing roads.

C3.6.2.1.7 Installation work

- Use of electricity may be hazardous in wet conditions.
- Working space may be limited.
- Lifting and placing of heavy equipment, pipes and manhole rings and covers.

C3.6.2.1.8 Preparation of an occupational health and safety operational reference file/manual

The Principal Contractor shall open and maintain an OH&S file for the duration of the contract. On completion of the contract the Principal Contractor shall hand the OH&S file to the Employer.

C3.6.2.1.9 Following is 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.
- Appointment of a health and safety officer in writing.

C3.6.2.1.10 Contents of an OH&S file/manual

- OH&S Policy.

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



- Notice of new project.
- Site start-up.
- Security measures.
- Written designations and appointments.
- Arrangements with Contractors / mandatory's
- OH&S rules and procedures.
- Induction.
- OH&S training.
- OH&S promotion.
- OH&S representatives.
- OH&S committees.
- COVID-19 Safety plan
- Workplace facilities e.g. ablutions, sheltered eating areas etc.
- Protective equipment.
- Workplace inspections and audits.
- Investigation and reporting of incidents/accidents.
- Safeguarding against trench excavations with depths ranging between 2 to 7 metres.
- Safeguarding against hazardous substances.
- Construction vehicles and mobile plant.
- Welding, heating and flame cutting.
- Protection of the environment affected by construction activities.
- Keeping of records in terms of the OH&S Act (85 of 1993).
- General details of construction methods and materials used.
- Details of equipment and maintenance facilities within the structures.
- Maintenance requirements and procedures for structures / equipment / plant.
- Manuals produced by suppliers and specialist Contractors, including operating and maintenance procedures and schedules for plant and equipment.
- Details of the location and nature of utilities and services, including emergency and fire-fighting systems.

(a) Construction Regulations, 2014

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993 and Construction Regulations, 2014.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Schedule of Quantity and Drawings, as well as in the Employers' health and safety specifications (regulation 4(1)) of the Construction Regulations 2003, which are bound in the Contract document

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

Payment items are included in the Schedule of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



C3.6.2 PROTECTION OF THE PUBLIC

The Contractor shall at all times ensure that his operations do not endanger any member of the public.

C3.6.3 BARRICADES AND LIGHTING

All excavation must be marked with drum, reflecting tape and warning signs to satisfaction of the engineer and OHS appointed official.

C3.6.4 BARRICADES AND LIGHTING

The Contractor and all his/her sub-contractors must adhere to the COVID-19 specifications attached. The contractor must develop a COVID-19 Health Plan and risk assessments which will form part of the OHS File. The Employer and or his Agent will conduct audits for COVID-19 compliance.

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



PART C4 **SITE INFORMATION**

- C4.1 Site information (Green)
- C4.2 Locality Plan (White)

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



C 4.1 Site information

The site for the project No.:

CONTRACT No. PLM/UPG/1002-2025

UPGRADING OF KULONG STREETS AND STORMWATER

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



C 4.2 Locality Plan



Figure 1.1: Locality Plan

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2



PART C5: APPENDIX A

C5.1 Tender drawings

Contractor

Witness 1

Witness 2

PLM

Witness 1

Witness 2
