

PORT ST JOHNS LOCAL MUNICIPALITY
GABELANA EROSION PROTECTIONS IN WARD 10
BID NO: PSJLM-ENG-2022/23 - 19

PORT ST JOHNS LOCAL MUNICIPALITY



BID FOR CIVIL ENGINEERING WORKS:

GABELANA EROSION PROTECTIONS IN WARD 10
BID NO: PSJLM-ENG-2022/23 - 19

NAME OF BIDDER: _____

BID PRICE: _____

CIDB GRADING: 3CE OR HIGHER

CLOSING DATE: 20 DECEMBER 2022

CLOSING TIME: 11h00

PREPARED FOR:
PORT ST JOHNS LOCAL MUNICIPALITY
The Municipal Manager
Erf 257 Main Road
Port St. John's
5120

Tel: 047 564 1208
Fax: 047 564 1206

PREPARED BY:
HUMBLE AFRICANS CONSULTING
No.65 Gerald Spilkin Street,
Ikwezi Township
Mthatha
5099

Tel: 079 9350 944

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TENDER NOTICE AND INVITATION TO TENDER

PORT ST JOHNS LOCAL MUNICIPALITY
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T1.1 BID NOTICE



BID ADVERTISEMENT

INVITATION TO BID FOR CONSTRUCTION OF DISASTER PROJECTS WITHIN THE PORT ST JOHNS JURISDICTION FOR DISASTER GRANT 2022/23 FINANCIAL YEAR

Bid Number	Project Name	CIDB Grading	Compulsory Briefing and Site Inspection	Bid closing date
PSJLM-ENG-2022/23 - 19	Gabelana Erosion Protections in Ward 10	3CE or Higher	Date: 25 – 11 - 2022 Venue: PSJ Town hall Time: 09:00am	20 – 12 - 2022
PSJLM-ENG-2022/23 - 20	Rehabilitation of Military Road in Ward 6	4CE or Higher	Date: 25 – 11 - 2022 Venue: PSJ Town hall Time: 09:00am	20 – 12 - 2022
PSJLM-ENG-2022/23 - 21	Aggate Terrace Erosion Protection in ward 10	4CE or Higher	Date: 25 – 11 - 2022 Venue: PSJ Town hall Time: 09:00am	20 – 12 - 2022
PSJLM-ENG-2022/23 - 22	High Pressure Jetting and Desilting of CBD Stormwater in Ward 6	3CE or Higher	Date: 25 – 11 - 2022 Venue: PSJ Town hall Time: 09:00am	20 – 12 - 2022

Bid Documents containing details and requirements of these projects will be available from **21 November 2022** at Port St. Johns Municipal **Finance offices**, upon payment of a **non-refundable fee of R571.00** per document (either in cash or by means of EFT made payable to Port St Johns Municipality). Municipal banking details are obtainable at Revenue Office. **Tender Documents will also be uploaded on eTenders website www.etenders.gov.za** and can be downloaded for free bidders should ensure the printing of documents is as per the colors requested.

Completed proposal and supporting documentation must be placed in a **sealed envelope** clearly marked on the outside of the envelope with bid details of project it is meant for, **e.g: PSJLM-ENG-2022/23- 19, Gabelana Erosion Protections in Ward 10 (failure to adhere to the requirement will lead to disqualification)**

The envelope must be dropped in the marked bid box placed at the **Reception Area - Port St. Johns Municipal offices, Erf 257 Main Street, not later than 11:00 AM on the date as mentioned above**. All the received bids will be opened in public at the same time and date.

All SCM related enquiries shall be directed to Mrs N. Baleni - Gxumisa within normal office hours at 078 890 4517 or nbaleni83@gmail.com, Technical Enquiries shall be directed to Mr Kwape on 082 798 5785 or thabokwape@yahoo.com and Mr Obose on 072 703 8379 or engineering@psjmunipality.gov.za

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Bidders will be evaluated on Tender data, Functionality assessment and Financial Offers.

Price & Preferential Policy as per Port St Johns Supply Chain Management Policy

Price : 80 Points

B-BBEE Status Level of Contribution* : 20 Points (Ref: Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations)

TOTAL : 100 Points

BIDDERS MUST SUBMIT THE FOLLOWING:

- Service Providers must be registered on CSD and submit a detailed CSD report.
- Bidders must be registered on CIDB with 3CE and 4CE or higher grade and provide CRS Number
- Attach valid Current Rates clearance statement of Company or Its Directors which is not older than 90 days arrears obtained from your respective Municipality or attach a valid signed lease agreement by both Lessor and Lessee. If exempted, please attach letter of exemption from your respective Municipality's revenue office as proof that the bidder or its directors as per the Municipality's valuation roll does not own any property that is not older than 90 days, letter must be signed by BTO department representative and have original stamp from BTO department.
- Compliance Tax Pin for verification on SARS
- A certified copy of B-BBEE certificate and for joint ventures B-BBEE must be combined and certified, B-BBEE certificate must be SANAS approved or a signed Sworn Affidavit with original stamp from Commission of Oath not later than 90 days from the date of certification.
- For JV Bidders must attach a combined valid SANAS approved B-BBEE certificate.
- Current audited three year's Full financial statements prepared by Accredited Accountants and must be signed by Accountant and Service Provider.
- All other information is contained on the Tender Document, any other information to support the project must be provided.
- In the case of a Joint Venture, a detailed Joint Venture Agreement must be signed by both parties' directors or as per company resolution and submitted indicating the level of involvement and responsibilities of each Joint Venture partner must be submitted. Individual partners are to comply and submit all relevant documents.
- For JV Company must submit a resolution letter, it must be on the letterhead of the company and must have stamp of the company.
- Failure to comply /complete the tender document and all the supplementary information will result in bidder being deemed non-responsive.
- Late, telegraphic, facsimile, incomplete or unsigned Bids will not be considered.
- Bidders will be assessed on Tender Data, Functionality and Price in accordance with the Municipality Supply Chain Management Policy and in terms of Preferential Policy Framework Act, 2000 (Act No.5 of 2000) as explained above.
- Proposals are to hold good for a period of 90 days (validity of bid) from the date of bids closing.
- If communication is not received from Port St Johns Municipality within 90 days of the bid consider your Bid as non-responsive.

Port St. Johns Local Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or any part of the bid or cancel the Bid.

ISSUED BY:

PORT ST JOHNS LOCAL MUNICIPALITY
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BID NO: PSJLM-ENG-2022/23 - 19

MR E. MZAYIYA
ACTING MUNICIPAL MANAGER

DATE

MBD 1: INVITATION TO BID

PART A
INVITATION TO
BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF PORT ST JOHNS LOCAL MUNICIPALITY					
BID NUMBER:	PSJLM-ENG-2022/23 - 19	CLOSING DATE:	20 DECEMBER 2022	CLOSING TIME:	11:00
DESCRIPTION	GABELANA EROSION PROTECTIONS IN WARD 10				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:					
Port St Johns Local Municipality					
Erf 257 Main Road, Port St. John's, 5120					
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					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	Yes No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	Yes No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	☐	A VERIFICATION AGENCY ACCREDITED BY THESOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	☐	A REGISTERED AUDITOR			
	☐	NAME: _____			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED					

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IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes [IF YES ENCLOSE PROOF]	No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?
			Yes [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
PORT ST JOHNS LM/ PUBLIC ENTITY	SUPPLY CHAIN	CONTACT PERSON	TECHNICAL
CONTACT PERSON	Mrs N. Baleni - Gxumisa	TELEPHONE NUMBER	Mr Kwape
TELEPHONE NUMBER	078 890 4517	E-MAIL ADDRESS	082 798 5785
E-MAIL ADDRESS	nbaleni83@gmail.com		thabokwape@yahoo.com

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PART B
TERMS AND ONDITIONS
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. **BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.**
- 1.4. **WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.**
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR 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 TAX COMPLIANCE STATUS (TCS) 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 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 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 BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | YES /NO |
| 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? | YES /NO |
| 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | YES /NO |
| 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? | YES /NO |

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

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**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:

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TENDER DATA

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T1.2 Tender Data

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

The additional conditions of tender are:

Clause number	Tender Data
F.1.1	The employer is Port St Johns Local Municipality
F.1.2	The tender documents issued by the employer comprise: T1.1 Tender notice and invitation to tender T1.2 Tender data T2.1 List of returnable documents T2.2 Returnable schedules Part 1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee Part 2: Pricing data C2.1 Pricing instructions C2.2 Activity schedules / Bills of Quantities Part 3: Scope of work C3 Scope of work Part 4: Site information C4 Site information
F.1.4	The employer's agent is: Name: Humble Africans Consulting Address: No.65 Gerald Spilkin Street, Ikwezi Township, Mthatha Tel: 065 527 6066 E-mail: humbleafricans@gmail.com
F.2.1	Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a civil engineering class of construction work, are eligible to submit tenders. Joint ventures are eligible to submit tenders provided that: - every member of the joint venture is registered with the CIDB; - the lead partner has a contractor grading designation in the civil engineering class of construction work; and - the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a civil engineering class of construction work.

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- F.2.1 The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders:
- a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a civil engineering class of construction work;

Joint ventures are eligible to submit tenders provided that:

- 1. every member of the joint venture is registered with the CIDB;
 - 2. the lead partner has a contractor grading designation in the civil engineering class of construction work; and
 - 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a civil engineering class of construction work.
- F.2.1 Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a civil engineering class of construction work and are registered with the CIDB as having a track record, are eligible to submit tenders.

- F.2.7 The arrangements for a compulsory site meeting are as stated in the Tender Notice and Invitation to Tender.

Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.

- F.2.12 If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.

- F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as original, plus 0 copies.
- F.2.13.5 The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:
- F2.15.1

**Tender Box at the
Offices of the Port St Johns Local Municipality
Erf 257 Main Road,
Port St. John's
5120**

- F.2.13 A two-envelope procedure will not be followed.
- F.3.5

- F.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

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- F.2.15 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
- F.2.16 The tender offer validity period is 90 days.
- F.2.18 The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
- F.2.23 The tenderer is required to submit with his tender:
- 1) a Certificate of Contractor Registration issued by the Construction Industry Development Board
 - 2) Proposed site agent for project must obtain a qualification NQF Level 5 in labor intensive construction methods and have at least a National Diploma in Civil Engineering Qualification or higher.
 - 3) Where the tendered amount inclusive of VAT exceeds R 10 million:
 - i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;
 - ii) a certificate certifying that the tenderer 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;
 - iii) particulars of any contracts awarded to the tenderer 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;
 - iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.
- Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.
- F.3.4 Tenders will be opened immediately after the closing time for tenders at **Port St Johns Local Municipality, Erf 257 Main Road, Port St. John's**
- F.3.11 The procedure for the evaluation of responsive tenders is Method 2
- F3.13.1 Tender offers will only be accepted if:
- a) the tenderer's tax matters have been declared by the South African Revenue Service to be in order;
 - b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
 - c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
 - d) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect; and
 - e) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
- F.3.18 The number of paper copies of the signed contract to be provided by the employer is one.

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Annexure: Standard Conditions of Tender

CIDB Standard Conditions of Tender



(July 2015 edition)

F of the CIDB Standard for Uniformity in Construction Procurement in Board Notice 136 Government
Gazette No 38960 of 10 July 2015

F.1 General

F.1.1 Actions

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

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

Note:

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

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- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body; and
- f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

F.1.4 Cancellation and Re-Invitation of Tenders

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

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

F.1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if:

- a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable tenders are received.

F.1.5.2 The decision to cancel a tender must be published in the CIDB website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

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F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

F2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

F2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

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F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

F.2.12 Alternative tender offers

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

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

F.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

F.2.13 Submitting a tender offer

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

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

F.2.13.8 Accept that the employer 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.

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F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including 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.

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds, policies

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

F.2.21 Check final draft

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

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F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

Time: 11H00

Location Port St Johns Local Municipality offices Erf 257 Main Road, Port St. John's

Tenders will be opened immediately after the closing time for tenderes

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

F.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of

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points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose

technical proposals failed to achieve the minimum number of points for functionality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

Only bidders who score **70%** or more on stage 2 will be evaluated further and therefore eligible for award.
The maximum score for functionality shall be 100, distributed as follows:

STAGE 1: FUNCTIONALITY/QUALITY EVALUATION

FUNCTIONALITY EVALUATION

Functionality Assessment

Functionality (Max = 85 points) Bidders must score a minimum of 70 points in order to be evaluated further for Price

TENDER CRITERIA	Max points available
<u>Plant and Equipment</u> Attach certified copy of proof from Enatis Ownership (Log book) and Valid Licencing Registration Discs OR Letter of Intent from the owner and proof of E-natis of the Owner must be accompanied by Owners Logbook and valid proof of registration licence Discs of the owner) to attain points the letter of intent must have letterhead, stamp of the company and be signed by the representative of the company and must be certified. NB: - Log books and valid Disc register must be of the same plant. All log book and disk register must be certified.	(30 Max)

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TENDER CRITERIA	Max points available
(Attach certified copies with original stamp not older than 3 months from the date of certification) (Attach Invoice stating the name of the Company as the Purchaser For the plant that is not E-Natis compliant) Invoice must have stamp of the company and signed on a letter head of the Company that one (Service Provider) has purchased from and also must be certified. (Attach certified copies with original stamp not older than 3 months from the date of certification) The letter of intent must be signed by the owner and commissioned of oath that is not older than three months from the date of certification. TLB Tipper Truck (Must be 2) Roller Excavator Grader (Must be 2) Water cart (Must be 2)	5 2,5 (5) 5 5 2.5 x 2 (5) 2.5 x 2 (5)
<u>Technical Expertise</u> Contracts Manager has between 10 years or more on the road construction experience and Qualification on B-tech Civil Engineering and valid LIC NQF Level 7 or more (attach cv illustrating level of experience and Qualification to get point) Allocation of points:(1)10 and more – 12 points (2) 05 -10 Years - 06 points (3) 02- 05 years - 03 points Site Agent has between 7 or more years on the road construction experience B-Tech Civil Engineering and valid LIC NQF Level 5 or more (attach CV and Qualification to get point) Allocation of points :(1) 07 and more – 09 points (2) 04 – 07 Years – 05 points (3) 02 – 04 years – 03 points Site Forman has between 5 years and more on the road construction experience ND Civil Engineering and valid LIC NQF L-5 or more (attach CV and Qualification) Allocation of points :(1) 05 and more – 07 points (2) 02 – 05 Years – 03 points Health and Safety Officer has between 4 or more years' experience in a role as safety officer on Construction of Roads Projects with SAMTRAC Qualification or Equivalent. Allocation of points : (1) 04 and more – 07 points (2) 02 – 04 Years – 03 points (Certified copies of qualifications must have and original stamp not older than 3 months from the date of certification) NB – Bidder must have all the required documentation in order to score the points NB –Team must be currently employed by the Bidder and cannot be seen as working for two companies bidding for the same project. Companies involved will all loose points and be disqualified.	(35 Max) 12 09 07 07

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TENDER CRITERIA	Max points available
<u>Paved Roads Maintenance/Construction Experience</u> • Attach Completion letters must state the Project description, Duration of the Project and the Bid Number which must be the same as the one showing on the Appointment letter and it must be certified with stamp not older than 3 months' from date of certification. Appointment letters stating the same description, Amount and Bid number as per the Recommendation or completion letter. (In order to attain points) All letters must be signed by all parties, municipal representative and the contractor / consultant. • Attach at least Four Projects of value greater than R 3 million for Construction of Access Roads for 4CE Projects or • Attach at least Four Projects of value greater than R 1 million for Construction of Access Roads for 3CE Projects Note: The certificate of completion must be on a letterhead of the client, must be addressed to the contractor who was awarded the contract and must include the tender/service order number and contract amount and the Duration of the Contract. The Letter of Completion must be signed and dated by an official from the client, Or completion letters with no amount must be coupled with appointment letter stating amount of appointment same description, same bid number signed by all parties. NB – Kindly note that completion letters may be verified from the clients.	(20 Max) 5 per project
Total points scored	85 Max

Bidders must take note of the following bid conditions:

1. Attach Compliant Pin to be verified on SARS website.
2. Contractors must be register on CIDB with 3CE and 4CE or higher
3. In the case of a Joint Venture, a detailed Joint Venture Agreement must be signed and submitted indicating the level of involvement and responsibilities of each Joint Venture partner must be submitted. Individual partners are to comply and submit all relevant documents and must be signed by all related parties.
4. Failure to completely fill in the tender or MBD e.g. Form of Offer, declaration of interest will result in a tender deemed non-responsive.
5. Failure to submit and complete or supplementary information will result in the tender being null, void and non-responsive.
6. Attach company resolution letter for JV, it must be signed by both partners
7. Attach valid letter of Good standing from Department of Labour.
8. Failure to attach the requirements as per the Specification will invalidate your offer
9. Failure to submit an original certified copy of SANAS approved BBBEE Certificate OR a signed sworn affidavit with original stamp from Commission of Oath and original signature of deponent will result in a bidder loosing points allocated for BBBEE.
10. For JV Bidders must attach certified combined valid SANAS approved B-BBBEE certificate failure to attach will result to bid loosing points.
11. Attach Rates clearance statement of a Company or its Directors which is not older than 90 days obtained from your respective Municipality or a valid signed lease agreement by both parties Lessor and Lessee. If exempted, please attach letter of exemption from your respective Municipality's revenue office as proof that the bidder as per the Municipality's valuation roll does not own any property which is not older than 3 Months, the letter must be signed and originally stamped by the office of the BTO representative.
12. Attach audited valid current three years financial statements for all bids with CIDB grading above 3 CE, applicable to Joint Ventures as well. Financial Statements must be signed by all related parties – director or accountant.
13. All alterations in prices/quotes must be signed for and failure to sign will result in tender deemed non-responsive.

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Bidders must further note that:

1. Bidders not registered on Central Supplier Database will not be considered.
2. Bidders must be registered on CIDB and provide CRS Number.
3. The Council reserves the right to disqualify any service provider whose members and or shareholders owe the municipal rates & taxes and levies and those that are in the service of the state.
4. Misrepresentation of address of the business with the aim of earning points may lead to disqualification
5. Non-disclosure by service providers who are in the employ of the state may lead to disqualification
6. Bids submitted will hold good for a period of **90** days and if your company has not heard within this period take that your company was unsuccessful unless communicated otherwise.

1. PERFORMANCE MANAGEMENT CRITERIA

- Duration of the Projects is 2 months

2. VALIDITY PERIOD REQUIREMENT

- 90 days validity

3. SPECIAL CONDITIONS OF CONTRACT

- N/A

4. PROJECT MANAGEMENT

- The Service Provider will work very closely with Engineering Services Staff

5. PROJECT TIME - FRAME

- Duration of the Project is 2 Months

6. PREFERENTIAL EVALUATION FOR CRITERIA

PRICE	80
BBBEE Contribution Status level	20
Total points for PRICE and B-BBEE must not exceed	100

As per the Port St Johns Municipality supply chain policy.

7. INSTRUCTIONS TO BIDDERS

In submitting their bid, bidders must respect all instructions, forms, Terms of reference, contract provisions and specifications contained in this bid dossier. Failure to submit a bid containing all the required information and documentation within the deadline specified will lead to the rejection of the bid.

8. SUBMISSION REQUIREMENTS AND SELECTION CRATERIA

9. Bidders are required to submit the following documents (copies must be certified):

- **Attach Valid SARS Pin**
- **Attach Original BBBEE Certificate or attach copy of the certified BBBEE or Original Certified DTI Sworn Affidavit (Bidders will attain zero points for BBBEE who failed to submit)**
- **Bidders must attach their CIDB CRS NO.**
- **Bidders to attach VALID audited Current three year Financial Statements be signed by both parties.**

10. Invalid or non-submission of the documents listed above will lead to the disqualification

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All bidders must be registered on the Central Supplier Data Base and it is the bidders responsibility to ensure that the document does exist and verification of such registration will be done by the municipality and where the bidder is found to be not registered or have submitted incorrect registration details will be regarded as non-responsive and be disqualified from the bid.

11. SERVICES TO BE PROVIDED

The services required by the Contracting Authority` are described in these Terms of Reference.

12. PARTICIPATING

- 12.1 Participation in this bid is open to everyone.
- 12.2 Bids should be submitted by the same service provider, consortium or Joint Venture, which has submitted the proposal on the basis of the above. **No change whatsoever in the identity or composition of the bidder is permitted;** allowed to form alliances with any other firms or to sub-contract to each other for the purpose of this contract;

13 VARIANT SOLUTIONS

13.1 Any variant solutions will not be taken into consideration.

Bids will be valid for a period of 90 days, an extension of Bid Period can be requested by the Municipality to the Service for a further 60 days from the date of notification that the bid expires.

14. ADDITIONAL INFORMATION BEFORE THE DEADLINE FOR SUBMISSION OF BIDDERS

14.1 The bid dossier should be clear enough to avoid the Contracting Authority from having request additional information during the procedure. If the Contracting Authority, either on own initiative or in response to the request of a short-listed candidate, provides additional information on the bid dossier, such information will be sent in writing to all other bidders at the same time.

14.2 Bidders may submit questions in writing to the following address For Technical Enquires Mr obose or Mr Kwape to engineering@psjmunicipality.gov.za or thabokwape@yahoo.com and SCM Enquires be directed to Mrs N Baleni - Gxumisa at nbaleni83@gmail.com up to 7 days before the deadlines for submission of bids, specifying the **publication reference** and the **bid tittle**.

14.3 Any clarification of the bid dossier will be communicated simultaneously in writing to all bidders at the latest 7 calendar days before the deadline for submission of bids. No further clarifications will be given after this date.

NB: - Bidders must use the stated email for tender enquiries.

14.4 Visit by individual prospective bidder during the bids period are not permitted other than the site visit for good reasons.

15. SUBMISSION OF BID

15.1 Bids must be submitted in English such that they are received before the deadline specified by in the letter of invitation to bid.

15.2 Any infringement of these rules (e.g. unsealed envelopes) is to be considered a breach of the rules, and will lead to rejection of the bid.

The envelope should carry the following information:

- a) The address for submission of bid indicated above;
- b) Envelops must be sealed failure to do that tender the tender will be disqualified.

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16. ALTERATIONS OR WITHDRAWAL OF BIDS

19.1 Bidders may alter or withdraw bids by written notification prior to the deadline for submission of bids. No bid may be altered after this deadline.

17. COSTS FOR PREPARING BIDS

17.1 No costs incurred by the bidder in preparing and submitting the bid shall be reimbursable. All such costs shall be borne by the bidder.

18. OWNERSHIP OF BIDS

18.1 The Contracting Authority retains ownership in all bid received (this excludes intellectual property for all but the successful bidder) under this tendering procedure. Consequently, bidders have no right to have their bids returned to them.

19 CONFIDENTIALITY

19.1 The entire evaluation procedure, from the drawing up of the shortlist to the signature of the contract, is confidential. The Evaluation / Adjudication Committee's decisions are collective and its deliberations are held in closed session. The members of the Evaluation / Adjudication Committee are bound to secrecy.

19.2 The evaluation reports and written records, in particular, are for official use only and may not be communicated to neither the bidders nor to any party other than the Contracting Authority.

20. ETHICS CLAUSES

20.1 Any attempt by a bidder to obtain confidential information, enter into unlawful agreements with competitors or influence the Evaluation / Adjudication Committee or the Contracting Authority during the process of examining, clarifying, evaluating, comparing and adjudication bid will lead to the rejection of its bid and may result in administrative penalties.

20.2 The bidder must not be affected by any potential conflict of interest.

20.3 The Port St Johns Local Municipality reserves the right to suspend or cancel funding to this project if corrupt practices of any kind are discovered at any stage of the award process or during the implementation of a contract, if the Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.

20.4 Bids will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

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20.5 Failure to comply with one or more of the ethics clauses may result in the exclusion of the bidder or contractor from other Community contracts and in penalties.

21. DOCUMENTARY EVIDENCE REQUIRED FROM THE SUCCESSFUL BIDDER

21.1 The successful bidder will be informed in writing that its bid has been accepted (notification of award).

22 SIGNATURE OF CONTRACT (S)

22.1 Within 7 days of receipt of the contract already signed by the Contracting Authority, the selected bidder shall sign and date the contract and return it to the Contracting Authority.

22.2 Failure of the selected bidder to comply with this requirement may constitute grounds for the annulment of the decision to award the contract. In such a case, the Contracting Authority may award the bid to another bidder or cancel the bid procedure.

22.3 The other candidates will be informed that their bids were not accepted, by means of a standard letter.

23. CANCELLATION OF THE BIDS PROCEDURE

23.1 In the event of cancellation of the bid procedure, bidders will be notified of the cancellation by the Contracting Authority. If the bid procedure is cancelled before the envelopes of any bid has been opened, the unopened and sealed envelopes will be returned to the bidders unless there is no other means but to open the envelop to get the address.

24. CANCELATION MAY OCCUR WHEN:

24.1 The bid procedure has been unsuccessful, i.e., no qualitatively or financially worthwhile bid has been received or there is no response at all;

24.2 The economic or technical data of the project have been fundamentally altered.

24.3 In no event shall the Contracting Authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a bid even if the Contracting Authority has been advised of the possibility of damages.

The tender will be adjudicated on the basis of the Preferential Procurement Policy Framework Act (Act No.5, 2000), and the regulations pertaining thereto (2017), as well as the **Port St Johns Local Municipality's** Supply Chain Management policy. **80/20** preference point system will be used as per the Port St Johns LM SCM policy.

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS AS PER THE SUPPLY CHAIN MANAGEMENT POLICY

- | | |
|--|-----------|
| • Price | 80 Points |
| • B-BBEE Points Status Level Contributor | 20 Points |

NB: **Calculation of Points for Price** **(P_s)**

The points scored for Price will be calculated using the following formula:

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

Where P_s = points scored for price by tender under consideration

$P_{\min}$ = price of lowest acceptable tender

P_t = price of tender under consideration

Fractions will be rounded off to two places after the decimal comma.

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NB: Lowest acceptable tender should be within -10% of the Budget

B-BBEE Points will allocate as follows:

B-BBEE Status Level contributor	Number of Points
1	20
2	18
3	14
4	12
5	08
6	06
7	04
8	02
Non-Compliant	0

[a] All the necessary documentation must be submitted for the Evaluation to make an informed evaluation. Evaluation of the Technical (Quality) Requirements will be based on the information provided by the bidder.

- [i] **Experience** - The experience annexure must be completed. Only list projects of a similar nature undertaken.
- [ii] **Expertise** – The qualifications and capacity of the company/team to undertake the work must be provided for evaluation purposes.
- [iii] **Methodology** – The bidder must clearly demonstrate how the contract will be managed, detailing a work plan with timeframes and clearly explaining how the works will be implemented.

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

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

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

F.3.9.2 The employer must correct the arithmetical errors in the following manner:

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

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Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- a) Score tender evaluation points for price
- b) Score points for BBBEE contribution
- c) Add the points scored for price and BBBEE.

F.3.11.3 Methods 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.

80/20 system for requirements with a Rand value equal to or above R 30 000 and up to R 50 million (all applicable taxes included);

t be an independent structure from the bid committees

F.3.19.7 The information must be published on the employer's website.

F.3.19.8 Records of such disclosed information must be retained for audit purposes.

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RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1. Returnable Schedules required only for tender evaluation purposes

1. Attach Compliant Pin to be verified on SARS website.
2. Contractors must be register on CIDB with 3CE and 4CE or higher
3. In the case of a Joint Venture, a detailed Joint Venture Agreement must be signed and submitted indicating the level of involvement and responsibilities of each Joint Venture partner must be submitted. Individual partners are to comply and submit all relevant documents and must be signed by all related parties.
4. Failure to completely fill in the tender or MBD e.g. Form of Offer, declaration of interest will result in a tender deemed non-responsive.
5. Failure to submit and complete or supplementary information will result in the tender being null, void and non-responsive.
6. Attach company resolution letter for JV, it must be signed by both partners
7. Attach valid letter of Good standing from Department of Labour.
8. Failure to attach the requirements as per the Specification will invalidate your offer
9. Failure to submit an original certified copy of SANAS approved BBBEE Certificate OR a signed sworn affidavit with original stamp from Commission of Oath and original signature of deponent will result in a bidder loosing points allocated for BBBEE.
10. For JV Bidders must attach certified combined valid SANAS approved B-BBBEE certificate failure to attach will result to bid loosing points.
11. Attach Rates clearance statement of a Company or its Directors which is not older than 90 days obtained from your respective Municipality or a valid signed lease agreement by both parties Lessor and Lessee. If exempted, please attach letter of exemption from your respective Municipality's revenue office as proof that the bidder as per the Municipality's valuation roll does not own any property which is not older than 3 Months, the letter must be signed and originally stamped by the office of the BTO representative.
12. Attach audited valid current three years financial statements for all bids with CIDB grading above 3 CE, applicable to Joint Ventures as well. Financial Statements must be signed by all related parties – director or accountant.
13. All alterations in prices/quotes must be signed for and failure to sign will result in tender deemed non-responsive.

2. Bidders must further note that:

1. Bidders not registered on Central Supplier Database will not be considered.
2. Bidders must be registered on CIDB and provide CRS Number.
3. The Council reserves the right to disqualify any service provider whose members and or shareholders owe the municipal rates & taxes and levies and those that are in the service of the state.
4. Misrepresentation of address of the business with the aim of earning points may lead to disqualification
5. Non-disclosure by service providers who are in the employ of the state may lead to disqualification

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6. Bids submitted will hold good for a period of **90** days and if your company has not heard within this period take that your company was unsuccessful unless communicated otherwise.

3. Returnable Schedules that will be incorporated into the contract

- Preferencing Schedule (direct preferences) / Preferencing Schedule (contract participation goals)

4. The offer portion of the C1.1 Offer and Acceptance

5. C1.2 Contract Data (Part 2)

6. C2.2 Bills of quantities

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1A. JOINT VENTURE DISCLOSURE FORM

GENERAL

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

1. JOINT VENTURE PARTICULARS

The joint Venture is also required to have a B-BBEE certificate under the JV name, failure of not submitting the JV B-BBEE certificate will result in zero points for preferential points.

- a) Name.....
- b) Postal address
-
-

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c) Physical address.....
.....
.....

d) Telephone.....

e) Fax

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm

Postal Address.....

Physical Address.....

Telephone

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

2.2(a) Name of Firm

Postal Address.....

Physical Address.....

Telephone

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

(Continue as required for further non-Affirmable Joint Venture Partners)

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

3.1(a) Name of Firm

Postal Address

Physical Address.....

Telephone

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.2(a) Name of Firm

Postal Address

Physical Address.....

Telephone

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.3(a) Name of Firm

Postal Address

Physical Address.....

Telephone

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

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

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

5. OWNERSHIP OF THE JOINT VENTURE

- a) Affirmable Joint Venture Partner ownership percentage(s)%
- b) Non-Affirmable Joint Venture Partner ownership percentage(s)%
- c) Affirmable Joint Venture Partner percentages in respect of : *

(i) Profit and loss sharing

(ii) Initial capital contribution in Rands

.....
.....

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

(iii) Anticipated on-going capital contributions in Rands

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

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

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

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

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

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

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

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits). **The joint venture must have a single account and proof from the bank. Account should be in the JV name.**

(a) Joint Venture cheque signing

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

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

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

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

.....

.....

.....

- (d) Acquisition of lines of credit

.....

.....

.....

- (e) Acquisition of performance bonds

.....

.....

.....

- (f) Negotiating and signing labour agreements

.....

.....

.....

8. MANAGEMENT OF CONTRACT PERFORMANCE

(Fill in the name and firm of the responsible person).

- (a) Supervision of field operations

.....

- (b) Major purchasing

.....

- (c) Estimating

.....

- (d) Technical management

.....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

- (a) Identify the “managing partner”, if any,

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.....

.....

.....

.....

- (b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.....

.....

.....

- (c) Describe the management structure for the Joint Venture's work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner".

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10. PERSONNEL

- (a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

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

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

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

.....

- (ii) Number currently employed by the Joint Venture

.....

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

.....

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

.....

.....

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

.....

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.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

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

.....

.....

.....

.....

.....

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

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

Signature.....

Duly authorised to sign on behalf of

Name

Address.....

Telephone

Date

Signature.....

Duly authorised to sign on behalf of

Name

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Address.....

Telephone.....

Date

Signature.....

Duly authorised to sign on behalf of

Name

Address.....

Telephone.....

Date

Signature.....

Duly authorised to sign on behalf of

Name

Address.....

Telephone.....

Date

(Continue as necessary)

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1B. COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*
--------------	-------------------------	------------------------------------

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

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

If any of the above boxes are marked, disclose the following:

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

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

**Enterprise
name**

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1C. RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

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1D. PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

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1E. SCHEDULE OF SUBCONTRACTORS

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We confirm that all Subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			
5.			

Signed

Date

Name

Position

Tenderer

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1F. SCHEDULE OF PLANT AND EQUIPMENT

The Bidder shall insert in the Schedule hereunder, a list of the major plant and equipment he proposes to use on this Contract. Failure to complete this schedule will be taken to indicate that Bidder does not have access to adequate plant and equipment.

DESCRIPTION OF MODEL	OWNER	WHEN AVAILABLE

Equipment not owned by the Bidder must be qualified as hire, on loan, etc.

SIGNATURE OF BIDDER:

DATE:

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1G. PAST EXPERIENCE 1

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

EMPLOYER	NATURE OF WORK	VALUE OF WORK	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NO.

.....
DATE

.....
SIGNATURE OF BIDDER

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1H. PAST EXPERIENCE 2

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

PREVIOUS AND/OR CURRENT PROJECTS UNDERTAKEN <u>FOR PORT ST JOHNS LOCAL MUNICIPALITY</u>			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE

.....
DATE

.....
SIGNATURE OF BIDDER

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11. CURRICULUM VITAE OF ALL PROPOSED PROJECT TEAM MEMBERS

Tenderers MUST attach CV's of proposed project team members,

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1J. SCHEDULE OF APPROACH AND METHODOLOGY

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1L. CERTIFICATE OF REGISTRATION WITH CIDB

The Tenderer is to attach copies of Tenderer's Registration with CIDB or alternatively furnish the CIDB registration number and details in the table below. This information will be verified with the CIDB through the CIDB website. It is the Tenderer's responsibility to ensure that their details are displayed on the website. If a joint venture is tendering, details of all the JV members are to be furnished.

Name of Tenderer/Contractor	CIDB Registration Number	Category and Class of Registration e.g.3GB

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

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

DATE:

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1M. PRELIMINARY PROGRAMME

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender.

PROGRAMME

ACTIVITY	WEEKS													

[Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in Table (b) of Form I hereafter and supported by a detailed statement to that effect, all as specified in the Tender Data]

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

DATE:

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1N. FINANCIAL STATEMENTS

[The Tenderer's Financial statements for the past 3 years to be attached here]

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10. PROOF OF PURCHASE OF TENDER DOCUMENT

The Tenderer shall insert here proof of purchase of the tender documents in the form of an official receipt or other acceptable form of proof

1P. SUB-CONTRACTING TO LOCAL SMME CONTRACTORS

Enterprise Development (SMME support initiatives)

Nature of work to be performed by Sub-Contractor	Cost (R)	Percentage (%)

I / We undertake to Sub-Contract portions of the works to Local SMME Contractors as agreed with the Municipality. The selection process of the SMME contractors will be conducted by the Municipality.

Yes No
☐ ☐

Signature :

Name :

Duly authorised to sign on behalf of :

Address :

.....

.....

Telephone :

Fax :

Date :

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1Q. WORKMENS'COMPENSATION CERTIFICATE (Or Proof of Payment Contributions in Terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993)

[Certified Copy of the Certificate or Proof of Payment thereof obtained from the Workmen's Compensation Commissioner to be inserted here]

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1R. LIST OF OTHER RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

attach certified copies of the following documents:

- Company Registration Certificate
- Identity Documents
- VAT Registration Certificate
- B-BBEE Certificate

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T2.2 List of Returnable Schedules

2A. CERTIFICATE OF CONTRACTOR REGISTRATION ISSUED BY THE CONSTRUCTION INDUSTRY BOARD

2B.

MBD 2

TAX CLEARANCE 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.

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TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate

Purpose

Select the applicable optionTenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)																
Trading name (if applicable)																
ID/Passport no						Company/Close Corp. registered no										
Income Tax ref no						PAYE ref no	7									
VAT registration no	4					SDL ref no	L									
Customs code						UIF ref no	U									
Telephone no						Fax no										
E-mail address																
Physical address																
Postal address																

Particulars of representative (Public Officer/Trustee/Partner)

Surname																
First names																
ID/Passport no						Income Tax ref no										
Telephone no						Fax no										
E-mail address																
Physical address																

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Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

Are you currently aware of any Audit investigation against you/the company?..... YES NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

--

Signature of representative/agent Date

Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

--

Signature of applicant/Public Officer Date

Name of applicant/Public Officer

Notes:

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
 - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - (b) without just cause shown by him, refuses or neglects to-
 - (i) furnish, produce or make available any information, documents or things;
 - (ii) reply to or answer truly and fully, any questions put to him ...As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

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SUBMISSION OF GOOD STANDING CERTIFICATES REGARDING TAX AND LEVIES

It is a condition of this tender that:

- i) The taxes of the successful tender must be in order or a letter from the Receiver of Revenue that suitable arrangements have been made to bring the taxes in order. A current original Tax Clearance Certificate from the Receiver of Revenue must accompany the tender document. Failure to do so will result in the bid being disqualified.
- ii) All municipal rates and taxes of the tenderer must be paid where the business has its head or regional office and a rates clearance certificate must be attached where the business has its head or regional office, failure to do so will result in the bid being disqualified.
- iv) If the submitted good standing certificates are found not to be correct, the MFL may, in addition to any other remedy it may have:
 - (a) recover from the contractor all costs, losses or damages incurred or sustained by the MFL as a result of the award of the contract; and/or
 - (b) cancel the contract and claim any damages which the MFL may suffer by having to make less favourable arrangements after such cancellation; and/or
 - (a) A letter regarding payment arrangements of the levies and taxes from the local municipality where the head office/ branch is must be attached.
 - (b) impose on the contractor a penalty not exceeding 5% of the value of the contract.
- v) each party to a Consortium/Joint Venture/Sub-contract must submit separate tax and levies certificates.
- vi) the tenderer shall submit with their tender current original certificates of the following failure to do so will invalidate the bid:
 - (a) the latest original tax certificate in respect of both the Income and Value Added Tax showing the date of issue and district of the Tenderer;

Municipal department of finances certificate of good standing or rates clearance certificate

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2D. CERTIFICATE OF BIDDER'S VISIT TO THE SITE

This is to certify that, I

representative of (bidder)

.....

.....

of (address)

.....

.....

.....

Telephone number:

Fax number:

in the company of (Engineer)

visited and examined the site on (date)

I further certify that I have made myself familiar with all local conditions likely to influence the work and the cost thereof, that I am satisfied with the description of the work and the explanations given by the said Engineer's Representative and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

BIDDER'S REPRESENTATIVE: (Signature)

(Name)

ENGINEER'S REPRESENTATIVE: (Signature)

(Name)

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2E. CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority thereto by attaching a duly signed and dated copy of the relevant resolution of the boards of directors to this form. Signing this form is not an indication of authority to sign non –submission will lead to dis-qualification. Therefore a copy of resolution for authority of signatory must be attached and signed before the commissioner of oaths, stamp and date of the commissioner must appear as failure would invalidate the bid.

An example is given below:

"By resolution of the board of directors passed at a meeting held on

Mr/Mrs....., whose signature appears below, has been duly authorised

to sign all documents in connection with the Bid for **BID NO: PSJLM-ENG-2022/23 - 19**
and any Contract that may arise there from on behalf of (name of Bidder in block capitals)

.....

SIGNED ON BEHALF OF THE COMPANY:.....

IN HIS/HER CAPACITY AS:.....

DATE:

SIGNATURE OF SIGNATORY:.....

WITNESSES: 1.

2.

Signed at.....on thisday of20...

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2F. ALTERATIONS BY BIDDER

Should the Bidder desire to make any departure or modification to the General Conditions of Contract, Contract Data, Specifications, Schedule of Quantities or Drawings, or to qualify his Bid in any way, he shall set out his proposals clearly hereunder, or alternatively, state them in a covering letter attached to his Bid and referred to hereunder, failing which the Bid will be deemed to be unqualified.

[illegible]

SIGNATURE OF BIDDER:.....

DATE:

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2G. SURETY AND BANK DETAILS

SURETY DETAILS

The Surety we intend providing is from

.....

Contact Person

Contact Telephone numbers

Type of Surety

A letter of intent must be attached failure will result in the tenderer being disqualified.

BANK DETAILS

Bank Name

Account Number

Account Type

Contact Person

Tel No.

Fax No.

Address

BIDDER'S SIGNATURE

DATE:

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2H. COMPANY COMPOSITION

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

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

A. Certificate for Company

I..... chairperson

Of the board of

Hereby confirm that by resolution of the board (copy attached) taken on

..... 20....., Mr/Ms

Acting in the capacity of was authorised to sign all documents in connection with this tender for Contract NO. **And** any contract resulting from it on behalf of the company.

As witnesses:

1.

Chairman:

2.

Date:

B. Certificate for Partnership

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

....., hereby authorise

Mr/Ms Acting in the capacity of

....., to sign all documents in connection with this tender for

Contract N^o. and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

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C. Certificate for Joint Venture

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

Authorise Mr/Msauthorised signatory of the company

....., acting in the capacity of lead partner, to sign all documents in connection with this tender for **BID NO: PSJLM-ENG-2022/23 - 19**: and any contract resulting from it on, our behalf.

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

Name of Firm	Address	Authorising Name and Capacity	Authorising Signature
Lead Partner:			

D. Certificate for Sole Proprietor

Ihereby confirm that I am

The sole owner of the business trading as

As witnesses:

1.

Sole Owner:

2.

Date:

E. Certificate for Close Corporation

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

....., hereby authorise Mr/Ms

acting in the capacity of, to sign all to sign all documents in connection with this tender for **BID NO: PSJLM-ENG-2022/23 - 19** And any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

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2I. DECLARATION OF INTEREST (KINSHIP, RELATIONSHIP WITH PERSONS EMPLOYED BY PORT ST JOHNS MUNICIPALITY)

In terms of the Municipal Supply Chain Management Regulations, no person or persons employed by the State may be awarded a bid by any municipality.

Any legal person, or persons having a kinship with persons employed by the Port St Johns LM including a blood relationship, may make an offer in terms of this bid invitation. In view of possible allegations of favouritism, should the resulting bid or part thereof be awarded to persons connected with or related to an employee of Port St Johns LM, it is required that the bidder or his/her authorized representative declare his position vis-à-vis the evaluating authority and/or take an oath declaring his/her interest, where—

- the legal person on who's behalf the bid document is signed, has a relationship with persons/a person who are/is involved with the evaluation of the bid(s), or where it is known that such a relationship exists between the person or persons for or on who's behalf the declarer acts and persons who are involved with the evaluation of the bid.

In order to give effect to the above, the following questionnaire shall be completed and submitted with the bid.

Do you, or any person have any relationship (family, friend, other) with a person employed with the Port St Johns LM or its Administration and who may be involved with the evaluation, preparation and/or adjudication of this bid?
Yes/No

If so, state particulars

.....

.....

Are you or any other person connected with the bid, employed by any organ of State?

Yes/No

If so, state particulars

.....

.....

SIGNATURE OF DECLARER

DATE

POSITION OF DECLARER

NAME OF COMPANY OR BIDDER

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2J. DECLARATION OF INTEREST (IN THE SERVICE OF THE STATE) (MBD 4)

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

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

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

3.6.1 If so, furnish particulars.

.....

.....

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

3.7.1 If so, furnish particulars.

.....

* 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.

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.....

3.8 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

3.8.1 If so, furnish particulars.

.....

.....

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.9.1 If so, furnish particulars

.....

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?

YES / NO

3.10.1 If so, furnish particulars.

.....

.....

3.11 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?

YES / NO

3.11.1 If so, furnish particulars.

.....

.....

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CERTIFICATION

I, THE UNDERSIGNED (NAME)

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS
CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

Signature	Date
Position	Name of bidder

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MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{x}{y} \right) \times 100$$

Where

x imported content
y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.

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- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?

YES / NO

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- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

IN RESPECT OF BID No.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

If the bid is for more than one product, a schedule of the local content by product shall be attached.

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.

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(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid
 - Tax clearance certificate
 - Pricing schedule(s)
 - Filled in task directive/proposal
 - Preference claims in terms of the Preferential Procurement Regulations 2001
 - Declaration of interest
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

DESCRIPTION OF SERVICE	PRICE (VAT INCL)	COMPLETION DATE	PREF POINTS CLAIMED FOR HDIs	PREF POINTS CLAIMED FOR RDP GOALS

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

SIGNED AT ON

PORT ST JOHNS LOCAL MUNICIPALITY
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BID NO: PSJLM-ENG-2022/23 - 19

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

2K. DECLARATION **N PROVIDED)**

I.....declare that the information provided is true and correct, the signature to the bid document is duly authorised and documentary proof regarding any bidding issue will, when required, be submitted to the satisfaction of the Port St Johns Municipality.

.....

.....

SIGNATURE OF DECLARER

DATE

.....

.....

POSITION OF DECLARER

**NAME OF COMPANY OF
BIDDER**

Should the bidder have, in the opinion of the Port St Johns LM, acted fraudulently illegally, in bad faith or in any improper manner, misrepresented itself with regard to the bid, then the Port St Johns LM may, in its sole discretion:

- * Ignore any bids without advising the bidder thereof
- * Cancel the contract without prejudice to any legal rights the Port St Johns LM may have

Should the bidder disregard this or conduct affairs in a way that transgresses from good business practices, this could seriously impair future business relations between the Port St Johns Municipality and such bidder.

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MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<u>Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?</u> (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	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)? s Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

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MBD 9

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:

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

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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

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ADJUDICATION OF BIDS

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MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

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

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required by the purchaser.

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

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Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
 ii) The name of the sub-contractor.....

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- iii) The B-BBEE status level of the sub-contractor.....
iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

- i) The information furnished is true and correct;

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

WITNESSES 1. 2.	 SIGNATURE(S) OF BIDDERS(S) DATE: ADDRESS
---	---

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THE CONTRACT

PORT ST JOHNS LOCAL MUNICIPALITY
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C1.1 AGREEMENT AND CONTRACT DATA

Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a Contract for

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

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

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

.....

Rand (in words); R (in figures)

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

Signature

Date

Name

Capacity

for the tenderer

(Name and address of organization)

Name and signature of witness

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Acceptance

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

The terms of the contract, are contained in:

Part C1: Agreements and contract data, (which includes this agreement)
Part C2: Pricing data
Part C3: Scope of work.
Part C4: Site information

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

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

The tenderer shall, within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature

Date

Name

Capacity

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For The Employer

Port St Johns Municipality
P. O. Box 25
Port St. John's
5120

Name and signature of witness

Date:

Schedule of Deviations

1 Subject.....

Details

.....

.....

.....

2 Subject

Details

.....

.....

.....

3 Subject

Details

.....

.....

.....

4 Subject

Details

.....

.....

.....

PORT ST JOHNS LOCAL MUNICIPALITY
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5 Subject

Details

.....

.....

.....

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

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

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C1.2 Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

The following standardized General Conditions of Contract:

General Conditions of Contract for Construction Works (Third Edition) 2015, prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and from the General Conditions of Contract for this contract. Copies of these conditions of contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

The General Conditions of Contract 2010 make several references to the Contract Specific Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Specific Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

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

CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contracts for Construction Works, Second Edition, 2015, are applicable to this Contract:

Clause 7.8.1:

The Defects Liability Period is 6 months.

Clause 5.14.2:

The time for achieving Practical Completion

Clause 1.1.1.15:

The **Employer** is the **Port St Johns Local Municipality**, represented by the Municipal Manager and/or such other person or persons duly authorised thereto by the Employer in writing.

Clause 1.1.1.16:

The name of the **Employer's Agent** is **Humble Africans Consulting**, represented by Mr N. Nongqoqo

Clause 1.2.1.2:

The address of the Employer is
Erf 257 Main Road,
Port St. John's
5120

and is referred to in this Contract Document by the terms "Employer", or "Port St Johns Local Municipality" as the context provides.

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The address of the **Employer's Agent** is
Humble Africans Consulting
No.65 Gerald Spilkin Street, Ikwezi Township
Mthatha
5099

Email address: humbleafricans@gmail.com
Tel: 065 527 6066

Clause 1.1.1.26:

The Pricing Strategy is Re-measurement Contract and plant hiring contract.

Clause 5.3.1:

The documentation required before commencement with Works execution are:
Health and Safety Plan (refer to Clause 4.3), approved by an appropriately qualified practitioner
Initial programme (refer to Clause 5.6)
Security (refer to Clause 6.2)
Insurance (refer to Clause 8.6)

Clause 5.3.2:

The time required to submit the required documentation before commencement with Works execution is 14 days.

Clause 5.8.1:

The non-working days are Sundays
The special non-working days are (1) public holidays and
(2) the days on which the construction industry normally shuts down around the
16th December and the first Monday of the subsequent year

Clause 5.13.1:

The penalty for failing to complete the Works is R1 500 per day.

Clause 5.16.3:

The latent defect period is 10 years.

Clause 6.5.1.2.3:

The percentage limit allowance to cover overhead charges is 15%.

Clause 6.10.1.5:

The percentage advance on materials not yet built into Permanent Works is 80%.

Clause 6.10.3:

The limit of retention is 5% of the Contract Price.

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Clause 6.11:

Delete Clause 6.11.

Clause 8.6.1.1.2:

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

Clause 8.6.1.1.3:

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is 10% of the value of the repairs.

Clause 8.6.1.3:

The limit of indemnity for liability insurance is R4 000 000.

Clause 10.4:

Dispute resolution is to be by means of an amicable settlement procedure known as mediation.

Clause 5.12.2.2:

No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal Climatic Conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities as reflected in the programme exceed the number of days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the provisions of that Clause. The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work.

Month	Expected number of working days to be lost as a result of normal rainfall
January	3
February	3
March	3
April	3
May	2
June	2
July	2
August	2
September	2
October	3
November	3
December	3
TOTAL	31 days

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

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Should an extension of time be granted by the Engineer, such extension of time will be used to adjust the Due Completion Date or set against any over-provision that may have occurred in the abovementioned schedule.

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

Part 2: Data provided by the Contractor

Clause 1.1.1.9:

The name of the Contractor is

Clause 1.2.1.2:

The address of the Contractor is:

Physical Address:

Postal Address

Telephone: Fax:.....

Email address:

Clause 6.2.1:

Type of security (VAT excluded)	Contractor's Choice (indicate "Yes" or "No")
Cash deposit of 10% of Contract Sum	
Payment reduction of 10% of the value certified in the payment certificate.	

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

SIGNED ON BEHALF OF TENDERER:

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C1.3 Performance Guarantee

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:

Physical Address:

“Employer” means: **Port St Johns Local Municipality**

“Contractor” means:

“Engineer” means: **Humble Africans Consulting, represented by (Mr. N.Nongqoqo)**

“Works” means:

“Site” means: the land and other places made available by the Employer, for the purposes of the Contract, on, under, over, in or through which the Works are to be executed

“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 (where applicable) or R.....

Amount in words:

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

Amount in words:

“Expiry date” means:

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

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

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- 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
- 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
- 4.1 a copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract, and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
- 4.2 a first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1, and the sum certified has still not been paid;
- 4.3 a copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of the first written demand from the Employer to the Guarantor at the Guarantor's physical address calling upon this Performance Guarantee, such demand stating that:
- 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called upon in terms of 5; or
- 5.2 a provisional of final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of the payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear the 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.

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8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa, the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having the 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 representative (1)

Guarantor's signatory (1)

Capacity

Guarantor's representative (2)

Guarantor's signatory (2)

Capacity

Witness name (1)

Witness signatory (1)

Witness name (2)

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Witness signatory (2)

PRICING INSTRUCTIONS

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C2.1 Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of COLTO Standard Specifications referred to in the Scope of Work.
2. The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in these Bills of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimeter
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
4. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
5. It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)
7. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items

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7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
8. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
10. The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
11. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in COLTO Standard Specifications.

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C2.2 Bills of Quantities

SQ1 PREAMBLE TO SCHEDULE OF QUANTITIES

SQ1.1 General

SQ1.1.1 The General Conditions of Contract, the Special Conditions of Contract, the Specifications (including the Project Specification), and the Drawings are to be read in conjunction with the Schedule of Quantities.

SQ1.1.2 (a) The Schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of temporary and permanent works.

(b) The Tenderer is at liberty to insert a rate of his own choosing for each item in the Schedule and his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional works 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 inserted in the schedules by the Contractor.

(c) Clause 8 of each standardised specification and the measurement and payment clause of each particular specification, read together with the relevant clauses of the Project Specification, set out what ancillary or associated activities are included in the rates for the operations specified.

SQ1.1.3 Descriptions in the schedule of quantities are abbreviated and the schedule 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 applicable standardised specifications, or the Project Specification, or the particular specifications, conflict with the terms of the schedule or, when relevant, Civil Engineering Quantities*, the requirements of the standard project, or particular specification, as applicable, shall prevail.

SQ1.1.4 Unless otherwise stated, items are measured nett in accordance with the Drawings, and no allowance has been made for waste.

SQ1.1.5 The prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive prices to the Employer, excluding VAT, for the work described under the several items. Such prices shall cover all costs and expenses that may be required in and for the construction of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based.

SQ1.1.6 A price or rate is to be entered against each item in the Schedule of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the schedule.

SQ1.1.7 The Tenderer shall price each item in the Schedule of Quantities in **ink (preferably black)**.

SQ 2 TENDERED SUM

The Tenderer shall base his tendered rates and prices in the Schedule of Quantities on fulfilling and complying with all the requirements of the Tender Document. The Tender Sum stated in the Tender shall be computed from these rates and prices.

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SQ 3 VALUE-ADDED TAX

All prices shall be quoted in the currency of the Republic of South Africa. The tendered rates shall exclude Value-Added Tax, but shall include all District Council levies and all other taxes and duties.

Provision has been made on the summary page of the Schedule of Quantities for the addition of VAT.

SQ 4 ACCURACY OF QUANTITIES STATED IN THE SCHEDULE

The numerical quantity stated against each item in the Schedule is approximate and does not necessarily represent the actual amount of work to be done. The Contractor is not to place his orders for material based solely on these quantities.

SQ 5 CONTRACTS SUBJECT TO THE CONTRACT PRICE ADJUSTMENT CLAUSE GCC 49

The Tenderer shall have allowed in his tendered rates and prices for the recovery of District Council Levies applicable to the Base month of the tender.

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BILL OF QUANTITIES

SCOPE OF WORK

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C3.1 DESCRIPTION OF THE WORKS

1.1 Employer's objectives

The project entails construction of erosion protection on Aggate Terrace road. The co-ordinates the project are below as follows:

31⁰ 35' 34" South 29⁰ 34' 55" East

1.2 Overview of the works

The detailed scope is divided to the following components:

- Gabion protection works
- Road Signs

1.3 Extent of the works

- Construction of Stormwater drainages
- Construction of erosion protection gabions of 55m length on both sides;
- Construction concrete pavement;
- Opening up, working, closing and rehabilitating borrow pits.
- Clearing vegetation and stripping topsoil on where mitre drains and gabions will be placed;
- Layer works to be compacted at 300mm on abutment to a minimum of 95% modified AASHTO density;
- Construction of 55m v-drain concrete channel;
- Installation of road signs;
- Opening up, working, closing and rehabilitating borrow pits.

The above description is not necessarily complete and shall not limit the work to be carried out.

1.4 Location of the works

The work will take place in Ward 10 Port St Johns Local Municipality which is in Port St. John's

1.3 Temporary works

The Contractor shall at all times ensure that his operations do not endanger any member of the public. All operations shall be in terms as specified in the Occupational Health and Safety Act as well as per the Construction Regulations.

2 Drawings

The following drawings are provided by the Engineer.

TITLE

- Locality Map

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- Schematic Road Layout Plan
- Typical Standard Road Details
- Road Alignment (Horizontal & Vertical)
- Typical Nameboard

3 Procurement

3.1 Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the preference schedule.

3.2 Scope of mandatory subcontract work

The Tenderer is also to refer to the mandatory requirements regarding use of local labour and labour intensive construction methods.

4 Applicable SANS Standards for Construction Works

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

SANS 10396: 2003: Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures

SANS 1914-1 (2002): Targeted Construction Procurement

SANS 1921-1 (2004): Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works

SANS 1921-6 (2004): Construction and Management Requirements for Works Contracts Part 6: HIV / AIDS Awareness

5. Applicable National and International Standards

The Standard Specification for Road and Bridge Works for State Authorities 1998, prepared by the Committee of Land Transport Officials, (COLTO), as amended, shall apply to this Contract.

6. Particular / Generic specifications

The following Project Specifications and Particular Specifications apply:

PS 1 GENERAL DESCRIPTION

The works comprise construction of 5.0m wide gravel road.

PS 2 DESCRIPTION OF SITE AND ACCESS

The location map shows the locations of the various aspects. Access to the site is, in the main, via the existing surfaced roads.

PS 3 DETAILS OF CONTRACT

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The Contract includes the following construction work:

- Erection of the Nameboard.
- Clearing and grubbing.
- Bulk earthworks (Cut to Fill exercise for surface preparation)
- Construction of gabion boxes
- Construction of concrete pipe culverts & dish drains
- Cleaning of the site and road reserve.

The above description is not necessarily complete and shall not limit the work to be carried out.

PS 4 CONSTRUCTION PROGRAMME

The time for completion on this Contract is as shown in the Contract Specific Data, and includes the allowance for inclement weather. All statutory holidays for the Civil Engineering Industry falling within the authorised Contract period, will be allowed as extensions to this period, but the Contractor will not be paid additional Time-Related charges for these days.

The Contractor shall submit a preliminary programme with his Bid indicating the main activities to be carried out.

Any work carried out prior to approved sureties and proof of insurances being submitted will be at the Contractor's risk. The start and completion dates of the Contract will however not be adjusted due to late submission of approved sureties.

The Contractor shall submit to the Engineer within 14 days of receiving the Letter of Acceptance from the Employer, a detailed programme setting out clearly the sequence of work, and the resources which he intends to use, and a projected cashflow for the various sections of the work. The programme shall be submitted in the form of a bar chart. The quantity of work applicable to each bar item as well as the rate, at which the work will be completed, shall be shown on each bar.

If the programme is to be revised by reason of the Contractor falling behind his programme, he shall produce a revised programme showing modifications to the original programme necessary to ensure completion of the works or any part thereof within the time of completion as defined or any extended time granted. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by providing more labour and plant on site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit, or work according to the approved programme or revised programme, shall be sufficient reason for the Employer to take steps as provided for in Clause 58 of the General Conditions of Contract.

The approval by the Engineer of any programme shall have no contractual significance, other than that the Engineer would be satisfied if the work is carried out according to such programme, and that the Contractor undertakes to carry out the work in accordance with the programme. It shall not limit the right of the Engineer to instruct the Contractor to vary the programme should circumstances make this necessary.

PS 5 SITE FACILITIES AVAILABLE

PS 5.1 Source of Water Supply

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The Contractor shall make his own arrangements for the provision of water for domestic use, site works and that, which is required for compaction purposes.

The Contractor shall take note that no direct payment will be made for any costs incurred for the provision of a water supply point, nor for the cost of water drawn. Payment for the aforementioned shall be deemed to be covered by the rates and price tendered and paid for the various items of work included under the Contract.

The Contractor shall make himself thoroughly acquainted with the regulations relating to the use of water in the area and shall take adequate measures to prevent the wastage of water.

The Employer accepts no responsibility for a shortage of water at the allocated supply point due to any cause whatsoever, nor for additional costs incurred by the Contractor as a result of such shortage.

PS 5.2 Source of Power Supply

The Contractor shall make his own arrangements regarding the supply of electricity. The Contractor shall take note that no direct payment will be made for any costs incurred for the provision of a power supply point, nor for the cost of electricity drawn. Payment for the aforementioned shall be deemed to be covered by the rates and price tendered and paid for the various items of work included under the Contract.

PS 5.3 Location of Site Camp and Materials Storage Area

The Contractor shall establish his site camp and materials storage area at a mutually acceptable location as approved by the Engineer. The Contractor shall confine his camp and storage of materials to the areas designated or approved by the Engineer. The camp must be kept clean and tidy and, on completion of the construction works, the Contractor shall re-instate the areas to the Engineer's satisfaction.

PS 6 SITE FACILITIES REQUIRED

PS 6.1 Engineer's Site Facilities

An office for the Engineer is required. The type of office required for the Engineer is specified in relevant section of the project specifications. Site Meetings will be held in the Contractor's site office.

PS 6.2 Laboratory Facilities

Not required

PS 6.3 Sanitary Facilities for the Contractor's Staff

The Contractor shall supply chemical toilets for use by his employees and temporary workers and shall be entirely responsible for maintaining such toilets in a clean and sanitary condition to the satisfaction of the Engineer and the health authorities. The number of toilets shall be based on one toilet per fifteen personnel on site and the Contractor shall make his own arrangements and pay all charges for the removal of sewage. Under no circumstances will the Contractor's staff be allowed to use public toilet facilities.

PS 6.4 Telephone Facilities

The Engineer will use his own cellular and office telephones for this Contract. Accounts for use of the said telephones will be submitted to the Contractor for payment up to the maximum provisional sum allowed for in the Bill of Quantities.

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PS 6.5 Accommodation for Employees

The Contractor shall make his own arrangements for the accommodation of his employees.

PS 6.6 Security of Contractor's Site Camp

Security of the Contractor's site camp will be the Contractor's own responsibility and no additional payment will be made if additional security measures need to be taken during the Contract.

PS 7 FEATURES REQUIRING SPECIAL ATTENTION

PS 7.1 Construction Method

It is a requirement of this Contract that labour intensive construction methods be utilised wherever possible and the Contractor shall therefore be required to plan his activities to maximise the use of local labour and small Contractors. The principal Contractor is to negotiate with the small Contractors to conduct portions of the works as sub-contractors. The Client is to approve the appointment of each sub-contractor. It will be the principal Contractor's responsibility to empower and train the small contractors on the site. The Contractor is to take care that the elements of work which he intends to allow small contractors to perform will not impact negatively on the critical path of the Construction Programme. If there is non-performance by the sub-contractor, claims for extension of time will not be entertained in this regard. The rates tendered shall cover the full cost of complying with the above requirements. Details of the proposed utilisation of small sub-contractors are to be included in the Bid.

The Contractor shall take note that the resident community of the affected villages may have the expectation that work in their area will be undertaken using a workforce drawn from their area.

To avoid any problems in this regard the Contractor shall use the community facilitators employed, the Community Liaison Officer to timeously reach mutually acceptable employment agreements with any affected communities.

PS 7.2 Communication with Residents

A Project Steering Committee will be formed from the interested and affected parties to act as the communication channel between the Contractor and the residents. This Project Steering Committee will also be assisted by the Community Liaison Officer appointed by the Contractor.

The Contractor shall use the Labour Liaison Officer, and the Project Steering Committee to timeously reach mutually acceptable employment agreements with the affected communities.

PS 7.3 Machine and Hand Operations

Machine Operations:

The following are the anticipated construction methods to be used by the Contractor for the implementation of the project.

- Importation of materials from commercial sources
- Spreading of material obtained from commercial sources
- Compaction and processing of this material
- Hard rock excavation

Hand Operations:

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- Excavation
- Concrete work
- Spreading of pavement materials

The use of mechanical equipment for any other activities will be permitted only with approval of the Engineer.

PS 7.4 Empowering Emerging Sub-Contractors and Local Labour

It is the intention to make the maximum possible use of the local labour force, which is at present unemployed. Local is defined as the area within the boundaries of Ward 10 in Port St Johns.

The Contractor shall be expected to limit the use of non-local persons to this permanent core of key personnel only and shall submit with his Bid, a statement that details his intention with respect to the employment and training of local labour as well as listing the number of key personnel. Reference is made to the list of Returnable Documents. The statement will be taken into consideration in the adjudication of the tender. Of special relevance will be the Contractor's intentions with respect to the employment and training of potential small sub-contractors.

Subcontracting

a) Scope of mandatory sub-contract work / SMME

A maximum of thirty percent (30%) of the contract works must be targeted to local procurement comprising of local SMME sub-contractors.

The preferential procurement of 30% is scheduled in the bill of quantities of which a sub-contract tender will take place allowing for the SMME's to tender for the scope of works. The successful sub-contractor (SMME) will be appointed by the Municipality and be managed by the main contractor.

The main Contractor must indicate the type of work preferred for the Local SMME Sub-Contractor and indicate of Returnable Schedule 1P of the bid document.

The appointed local SMME sub-contractors should submit to the main contractor all the statutory documents such as active CIDB grading status, workmen's' compensation certificate, valid tax clearance pin with VAT registration number (if applicable) etc. Should such documentation not be received and approved by the Employer's Agent then such sub-contracting shall be deemed as not accepted as meeting the requirements of clause a)

b) Preferred sub-contractors / suppliers

This is not applicable to this contract. Appointment of SMME Sub-Contractors will be conducted by the Municipality.

c) Sub-contracting procedures / Local SMME Sub- Contractors

The main contractor will be given the details of appointed local SMME sub-contractors by the Employer. The employer shall ensure that the appointed local SMME sub-contractors meet the requirements as stated under clause a) above.

d) Attendance on sub-contractors

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The contractor is in terms of this contract the main contractor and shall provide management support to the sub-contractor who is employed under this contract. This management support shall include assistance in terms of planning the work execution, programming, assessing material, labour and plant needs and assisting with cost management.

The main contractor shall be responsible for all the duties for which the sub-contractor has been sub-contracted

PS 7.5 Public Safety

The Contractor shall, at all times, ensure that his operations do not endanger any member of the public. The Contractor shall take special precautions to prevent public access to any danger areas on the Works, e.g. by temporary barricading and/or fencing. All barricading and trench shoring are to be in terms as specified in the Occupational Health and Safety Act as well as per the Construction Regulations. No street crossing shall be left open over-night and temporary cross over access shall be provided to all stands affected.

PS 7.6 Sand and dust control

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

PS 7.7 Existing Services

The Contractor shall ensure that, prior to construction, all the necessary Record Drawings for all services have been obtained and verified by the relevant Service Providers in the Contractor's presence.

The Contractor shall take whatever precautions are required to protect existing services from damage during the period of the Contract. Any damage to, and resulting damage from activities resulting in loss, on services indicated on the drawings shall be for the Contractor's account.

PS 7.8 Control Testing

The Contractor is required to carry out his own control testing. The results of these control tests together with the location of the tests shall be submitted to the Engineer for approval. No payments will be made without this information.

The Engineer may order that additional tests be carried out from time to time. A provisional sum is allowed for these additional tests. The cost of any additional tests that might fail, together with the remedial work ordered by the Engineer will be for the account of the Contractor.

PS 8 SPOIL SITE

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled at a site located by the Contractor and approved by the Engineer.

PS 9 CONSTRUCTION REGULATIONS, 2003

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2003 (the regulations) as promulgated in Government Gazette No 25207 and Regulation Gazette No 7721 of 18 July 2003. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for the suspension of the Works by the Engineer.

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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, the Bill of Quantities, the Drawings, and in the Employers' health and safety specification (regulation 4(1) of the Construction Regulations 2003), which is bound into 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 with 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.

PS 10 LABOUR INTENSIVE WORK

The guiding principles upon which this is based include:-

- Create employment opportunities for the local community
- Emphasis be given to the employment of women who are the single head of households and have dependants.
- Employment opportunities be given to local emerging Sub Contractors.

In line with the above, the following targets have been set in order to reach objectives and this contract will be subject to these targets:

- **Labour intensive methods of construction** are to be used with a minimum of **30%** of the project budget (i.e. contract award value) to be spent on local community labour.
- **Women** are to make up at least **20%** of the **Total Local Labour** employed on each project with an emphasis on “Women who are the single head of households and have dependants”.
- **Disabled persons** are to make up at least **1.5%** of the **Total Local Labour** employed.
- **Youth** (above school going age and below 36) are required to make up at least **15%** of the **Total Local Labour** employed.

The Contractor shall therefore be required to plan his activities to maximise the use of local labour. Local is defined as the area within the municipal boundaries of the project. The rates tendered shall cover the full cost of the all labour intensive work.

Furthermore, the Tenderer is required to complete the statement of intent relating to the use of local labour. This statement is required to indicate the methods which the contractor intends employing to achieve the employment targets. the contractor shall be expected to limit the use of non-local persons to his permanent core of key personnel only. The table ATTACHED IN the list of Returnable Documents should also be completed in full for tender purposes. The statement will be taken into consideration in the adjudication of the tender.

PS 11 FINISHING AND TIDYING

The Contractor shall take note that progressive and systematic finishing and tidying will form an essential part of this Contract. On no account shall spoil, rubble, material, equipment or unfinished operations be

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allowed to accumulate in such a manner as to unnecessarily be a hindrance to or impede the activities of others. In the event of this occurring the Employer shall have the right to withhold payment for as long as may be necessary in respect of the relevant work in the area(s) concerned.

PS 12 RECORDING OF WEATHER

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer's representative for his signature no later than 12 days after rain that is considered to justify an extension of time occurs.

PS 14 UNAUTHORISED PERSONS

The Contractor shall keep unauthorized persons from the works at all times Under no circumstances may any person except guards be allowed to sleep on the building site.

PS 15 MANAGEMENT MEETINGS

The Contractor is to allow in his rates to attend the following management meetings

- 1 Site Meeting per month
- 2 Community Meetings per month
- 1 Health and Safety audit meeting per month
- 1 Health and Safety monitoring meeting per month

PS 16 FORMS FOR CONTRACT ADMINISTRATION

The Contractor will be required to keep, as a minimum, the following records on site for the duration of the Contract

- Site Diary
- Site Request book
- Site Instruction book
- Occupational Health & Safety file

PS 17 ELECTRONIC PAYMENTS

Port St Johns Local Municipality will decide on the method of payment.

PS 18 DAILY RECORDS

The Contractor will be required to keep, as a minimum, the following daily records on site for the duration of the Contract

- Plant on site
- Personnel on site
- Weather conditions
- Safety issues
- Work activities conducted

PS 19 PAYMENT CERTIFICATES

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The Contractor is required to submit the following information with payment certificates to expedite verification and certification by employer.

- Proof of payment of local labour
- Proof of payment of suppliers
- Proof of ownership of materials on site

PS 20 PERMITS

No permits are required to carry out the normal construction activities

PS 21 PROOF OF COMPLIANCE WITH THE LAW

Requirements for compliance with CIDB registration and a SARS Certificate of Good Standing are to be provided with the Bid.

C3.2 STANDARDIZED SPECIFICATIONS

PROJECT/WORK SPECIFICATION

Notes to Tenderer

1. The Standard Specifications for Road and Bridge Works for State Road Authorities 1998, prepared by the Committee of Land Transport Officials, (COLTO), as amended, shall apply to this contract. The amendments are those issued by COLTO and reproduced in Part B1, together with additional amendments as set out in Part B2.
2. Where reference is made to the General Conditions of Contract and Sub-Clauses thereof in the above mentioned Standard Specifications, they refer to the appropriate edition of the 'General Conditions of Contract for Road and Bridge Works for State Road Authorities,' issued by COLTO (Clause 1115 of the Standard Specifications refers).

The General Conditions of Contract applicable to this contract are the "General Conditions of Contract for Work of Civil Engineering Construction" (2015) issued by the South African Institution of Civil Engineering and the necessary amendments to the Standard Specifications have been made and included in the Project Specifications contained in this document.

3. The terms "Schedule of Quantities", (used throughout the Standard Specifications) and "Bill of Quantities", (used in all other documents forming part of this contract), are synonymous.
4. The terms "Project Specifications" and "work Specifications", are synonymous.

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C3.1 CONSTRUCTION

WORK SPECIFICATION

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PART A: STANDARD SPECIFICATIONS

The Standard Specifications for Road and Bridge Works for State Road Authorities 1998, prepared by the Committee of Land Transport Officials, (COLTO), as amended, shall apply to this contract. The amendments are those issued by COLTO and reproduced in Part B1, together with additional amendments as set out in Part B2.

Where reference is made to the General Conditions of Contract and Sub-Clauses thereof in the above mentioned Standard Specifications, they refer to the appropriate edition of the ‘General Conditions of Contract for Road and Bridge Works for State Road Authorities,’ issued by COLTO (Clause 1115 of the Standard Specifications refers).

The General Conditions of Contract applicable to this contract are the “General Conditions of Contract for Work of Civil Engineering Construction” (2015) issued by the South African Institution of Civil Engineering and the necessary amendments to the Standard Specifications have been made and included in the Project Specifications contained in this document.

The terms “Schedule of Quantities”, (used throughout the Standard Specifications) and “Bill of Quantities”, (used in all other documents forming part of this contract), are synonymous.

The terms “Project Specifications” and “work Specifications”, are synonymous.

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PART B: MATTERS RELATING TO THE STANDARD SPECIFICATIONS

B1 PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS AND ADDITIONAL SPECIFICATIONS

1. In certain clauses the Standard Specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications required for this particular contract.
2. The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or a new payment item which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.
3. The tenderer shall note that the standard COLTO specification is based on the COLTO General Conditions of Contract. References to specific COLTO General Conditions of Contract clauses will need to be exchanged for the equivalent clause in the General Conditions of Contract for Construction Works” (2015) as amended and the Contract Data. The employer assumes no responsibility for the contractor’s interpretation of which are the correct relevant clauses and the contractor shall be deemed to have indemnify the employer against incorrect interpretation from COLTO general condition of contract to these general condition of contract (GCC 2015) applicable to this contract.

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PART B2: PROJECT SPECIFICATIONS

1. SECTION 1100: DEFINITIONS AND TERMS

Add the following:

“The COLTO Standard Specification for Roads and Bridges has been written for all contractors, Employers and Engineers. Similarly, the works and the site are not defined and the general nature of the entities and elements that collectively constitute construction under a contract are characterized by the use of lower case letters throughout.

These project specifications continue to use lowercase spellings in order to avoid the appearance of the capitalised and non-capitalised words to describe or prescribe the same elements of work required on this project. However, for the purposes of this contract, the following definitions shall apply:

Contractor

The Contractor and the contractor is the same person who will only be formally identified by the completed Agreement.

Employer

The Employer and employer is the same persona.

Engineer

The Engineer and engineer is the same persona.

Site

The site is bound by the limits of construction as shown in the drawings or the title of the project and extends to also include the following:

- All areas necessary for the accommodating traffic as prescribed in Section 1500 of the specification and the drawings.
- All borrow pits defined in the applications approved by the relevant Department of Minerals.
- All haul roads constructed by the contractor for purposes of access.
- Site used for storage of material and equipment for use in the permanent works.
- Areas required for temporary access roads only when approved by the Engineer.
- Boreholes for construction water as well as access roads to those boreholes (to be expropriated by the Employer).

Works

The works is described in Part A of this document.”

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B 1115 : GENERAL CONDITIONS OF CONTRACT

Replace Clause 1115 with the following:

“The General Conditions applicable to this Contract are The *General Conditions of Contract for Construction Works (second edition 2010)* as published by the South African Institution of Civil Engineers and approved by the Institution of Municipal Engineering in Southern Africa, the South African Association of Consulting Engineers and the South African Federation of Civil Engineering Contractors.

Accordingly, all reference in the Standard Specifications to any other General Conditions of Contract (GCC) has to be amended. The Standard Specifications have been scrutinized and clauses which refer to another GCC identified. These are tabulated below together with the relevant equivalent clause in the *General Conditions of Contract for Construction Works (Third edition 2015)*. The context of the reference to the GCC is also noted.

Whilst every effort has been made to include all of the affected clauses in the table, there may be some omissions. In every case, however, The *General Conditions of Contract for Construction Works (third edition 2015)* shall apply and the Contractor shall be responsible for interpretation of the equivalent clause

2. SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

B1204: PROGRAMME OF WORK

(a) General requirements

Add the following as a continuation of the first paragraph:

“A Gantt chart programme shall be provided, showing the various activities in such detail as the Engineer may require.

A realistic preliminary programme for the completion of the works within the required time period shall be submitted with the tender.

In drawing up the programme the contractor shall make allowance for the following:

- (i) All special non-working days defined in Contract Data.
- (ii) The expected delays defined: Extension of time resulting from inclement weather.
- (iii) The following restricted working conditions:
 - Limitations in terms of weather conditions especially hot conditions that may make seal work impossible.
 - The centre line and barrier lines shall be completed before any section is opened to traffic.

The contractor shall clearly indicate the following:

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- (i) A work breakdown structure that identifies all major activities
- (ii) Scheduled start and end dates for each activity
- (iii) Proposed production rates
- (iv) Linkages between activities that clearly identify sequence, floats and dependencies
- (v) The critical path activities
- (vi) Intended working hours and resource allocations (plant and labour)
- (vii) Key dates in respect of information required or due delivery

This initial programme shall realistically account for the forecast cash flow within the defined contract period, and as provided on Form F: Schedule of estimated monthly expenditure. If an alternative contract period is offered, the contractor shall submit a separate programme with the alternative tender.”

Add the following new subclause:

“(c) Programme revisions

The programme will be reviewed at the monthly site meetings at which the contractor shall provide sufficient detail that will allow the comparison of completed work per activity against the original approved programme. Failure to comply with these requirements entitles the Engineer to use a programme based on his own assumptions to evaluate claims for extension of time for completion of the works, or for additional compensation. The contractor shall indicate what resources and programme changes he intends to implement in order to remedy any activity that may have fallen behind. The engineer may demand from the contractor a major revision of the programme. Such a revision shall be submitted for approval within fourteen days of the demand.”

B1205: WORKMANSHIP AND QUALITY CONTROL

Add the following after the title:

“The contractor shall implement a quality assurance system in accordance with ISO 9001 and appoint a quality manager who shall ensure that members of the contractor’s staff comply with the requirements of the quality system. The quality system and the methods used to implement it shall be described in a quality plan produced by the contractor.

The quality manager shall be resident on site full time. No construction activities shall take place on site before the engineer approves the quality plan”.

Delete the second, third, fourth and fifth paragraphs and replace with the following:

“The contractor shall submit the quality assurance system he proposes using to the engineer, for his approval, within two weeks of the site handover. Once accepted by the engineer the contractor shall not deviate from it unless written notification of proposed changes have similarly been submitted and approved. The system shall record the lines and levels of responsibility and indicate the method by which testing procedures will be conducted.”

Should a combined laboratory be implemented the acceptance control requirements of the engineer will be incorporated into the quality assurance system of the contractor.

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Add the following at the end of this clause:

“The engineer shall for the purpose of acceptance control and products and workmanship, assess test results and measurements in accordance with provisions of Section 8200 of the standard specifications (quality control scheme 1). Where small quantities of work are involved, a lot shall mean a full day’s production for a specific item of work subject to acceptance control testing”.

B1207: NOTICES, SIGNS AND ADVERTISEMENTS

Delete the third paragraph and replace with the following:

“All signboards erected in accordance with the drawings or as approved advertisements for the contractor’s establishment, shall be removed at the same time as the disestablishment of the contractor’s camp. Payment under sub-item 13.01 for the final instalment of 15% of the tendered lump sum shall not be made unless all the advertisements, notices and temporary signs have been removed. A typical signboard layout is shown in Volume 4, Book of Drawings.

B1209: PAYMENT

(b) Rates to be inclusive

Add the following to the first paragraph:

“VAT shall be excluded from the rates.”

(c) The meanings of certain phrases in payment clauses

Procuring and furnishing... (material)

Add the following:

“Payment for procuring and furnishing material from commercial sources shall include all transport costs, irrespective of distance hauled”.

<u>Item</u>	<u>Unit</u>
B12.01	Community Liaison Officer
(a) Prov Sum for payment of community Liaison Officer, identified by the project steering committee, for the duration of the contract.....	Prov Sum
(b) Contractor's handling costs, profit and all other charges in respect of subitem B12.01(a).....	%

<u>Item</u>	<u>Unit</u>
B12.03	Provision for Training
(a) Prov Sum for payment of accredited training.....	Prov Sum
(b) Contractor's handling costs, profit and all other charges in respect of subitem B12.03(a).....	%

<u>Item</u>	<u>Unit</u>
-------------	-------------

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B12.04 Cost of survey/engineering technician

(a) Provisional Sum for the employment of a survey/engineering technician, recommended by the engineer, to assist the contractor in setting out and other activities for the duration of the contract.....Prov Sum

(b) Contractor's handling costs, profit and all other charges in respect of Sub-item B12.04(a).....%

B1210: CERTIFICATE OF PRACTICAL COMPLETION OF THE WORKS

Add the following new paragraphs after item (h):

“Notwithstanding that there might be natural or programmed sections of the works that will result in them being completed in their entirety before other sections, no consideration shall be given to the issuing of practical completion certificates for portions of the works. The use of any completed roadway or portions of the work, whether for unhindered use by the public or for accommodation of traffic while other portions are being constructed, shall not constitute use or occupation by the employer.

In addition to the listed specified items of work and regardless of the degree of beneficial occupation by the employer, the works shall be considered for practical completion only if the following criteria also have been met:

- (i) The estimated cost to complete the outstanding work is less than 2% of the tendered value of work plus the cost of any variation or extra work orders, but excluding CPA and VAT.
- (ii) The written list of outstanding items of work can be completed within 28 days of the list having been accepted in writing by the contractor.
- (iii) Any information in the contractor's possession, which is required by the engineer and has been requested in writing, has been supplied.”

B1214: CONTRACTOR'S ACTIVITIES IN RESPECT OF PROPERTY OUTSIDE THE ROAD RESERVE AND OF SERVICES MOVED, DAMAGED OR ALTERED

Add the following as last paragraph to sub-clause (d):

“All such statements or certificates shall be submitted to the Engineer before the final certificate.”

Under subclause (e) replace the opening paragraph with:

“Should the contractor use land not provided by the employer for the purpose of his own establishment, engineer's offices and laboratory, or storing of equipment or materials required for construction or disposal, it shall be subject to the following:”

and add the following subclause:

- “(vi) That lease agreements are concluded with the owner or owners of such land for the full period that such areas are required. The leases shall provide for possible extensions to match the duration of the contract. The lease agreements shall also provide for the contract being terminated by

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contractor's default or liquidation and the resulting possibility for them to be taken over by a succeeding contractor.

- (vii) That copies of lease agreements shall be submitted to the engineer prior to signature by the signing parties, and copies lodged with the engineer after signing. Notwithstanding the engineer's approval of the conditions of a lease the contractor shall be solely responsible for adhesion to the terms of the agreements."
- (viii) Adherence to the principles of the environmental management plan and legal obligations".

B1215: EXTENSION OF TIME RESULTING FROM INCLEMENT WEATHER

Change the existing heading of clause 1215 to read as above and wherever the expression 'abnormal rainfall' or "rainy weather" is encountered replace it with 'inclement weather'.

In the 1st line of the 1st paragraph change 'clause 45' to read 'subclause 42.2'

Make the following changes to Method (ii) (Critical-path method):

In line six of the second paragraph delete 'five-day working week' and replace with '23 day working month, and:

Add the following final paragraphs:

'Extension of time resulting from abnormal rainfall or other forms of inclement weather shall be calculated according to the requirements of Method (ii) (Critical-path method).

The number of days per month on which work is expected not to be possible as a result of normal rainfall for which the Contractor shall make provision, is given in Table 1. In his tendered rates, prices and programme the Contractor shall allow at least for the number of lost working days listed for each month. Only the number of days as a result of adverse weather conditions exceeding the number of days listed in Table 1 will qualify for consideration of extension of time.

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TABLE 1

Month	Expected number of working days to be lost as a result of normal rainfall
January	3
February	3
March	3
April	3
May	2
June	2
July	2
August	2
September	2
October	3
November	3
December	3
TOTAL	31 days

The Engineer will certify a day lost due to inclement weather only if:

- (i) no work on the critical path according to the latest approved programme for completion of the works could be carried out during that specific working day or,
- (ii) if only 30% or less of the work force and plant planned for the specific day, could work.

The total extension for the contract will be the sum of the monthly extensions. Extension of time for parts of a month shall be calculated pro rata.

The Contractor shall submit to the Engineer claims for all time lost due to inclement weather within 1 working day of the claim day. A record of inclement weather shall be kept by the Contractor. The onus is on the Contractor to prove these claims.

If approved extensions of time extend the completion date beyond the start of the contractor's holiday in December, the holiday period shall not be considered as working days. Any remaining extension of time at this date shall be calculated from the first statutory working day in January the following year, provided that the contractor has shown in his programme that he intends to close during the traditional Christmas/New Year break."

B1216: INFORMATION FURNISHED BY THE EMPLOYER

Add the following after paragraph 3:

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“Although the information provided here will assist the contractor in selecting the necessary machinery and construction water requirements, it is still the responsibility of the contractor to ensure that he

familiarise himself with the condition on site. No claims relating to the improper use of equipment or the compaction of sand will be entertained.”

B1219: WATER

Add the following after the last paragraph:

“The salt content of some of the road building materials is very high. In the case where the contractor proposes the use of alternative water sources, the sum of the salt contents of the water and the material will be considered by the engineer before any approval for the use thereof is granted. It is assumed that water will be sourced from boreholes identified and managed by the contractor. No additional payment will be made for the sourcing, transport, storage, distribution and application of construction water on this project.

Water from boreholes must conform to amongst others the following requirements:

Total soluble salt (maximum) : 4 500 mg/litre

All water sources shall be tested for suitability for the use for which it is intended.

B1229: SABS CEMENT SPECIFICATIONS

Add the following to this clause:

“Where reference is made in this specification or the standard specifications to the cement specifications, e.g. SABS 471: Portland cement and rapid hardening Portland cement, it shall be replaced with the new specification:

SABS EN 197-1 “Cement compositions, specifications and conformity criteria Part 1: Common cements.

3. SECTION 1300: CONTRACTOR’S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

B1302: GENERAL REQUIREMENTS

- (a) Camps, constructional plant and testing facilities

Add the following after the first paragraph:

“Before the establishment of the contractor’s camp at an approved site, the area will first be fenced off and, if required by the engineer, 150 mm of topsoil and vegetation removed to temporary stockpiles as described in Section 1700.”

- (c) Legal and Contractual Requirements and responsibilities to the public

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Add the following as a second paragraph

- (i) “There has been recent legislation promulgated by Government that improves mutual obligations on the employer and contractor in the performance of their duties to society and to the built and natural environment.

B1303: PAYMENT

<u>Item</u>	<u>Unit</u>
B13.01	
The contractor’s general obligations	
<i>Add the following pay sub-item:</i>	
“(d) health and safety obligation.....month”	
13/12.01 Community Liaison Officer(s)	
(a) Remuneration of Community Liaison Officer(s).....Month	
(b) Contractor's handling costs, profit and all other charges in respect of subitems 13/12.01 (a)%”	
<i>Delete the third paragraph commencing “Should the final value of the work.....”</i>	
<i>Replace “clause 49” in the 4th, 8th and 10th paragraphs with “sub clauses 50”.</i>	
<i>Delete the 11th paragraph commencing “The tendered rate per month for subitem 13.01(c) and replace with:</i>	
“The tendered rate per month for subitem 13.01 (c) represents full compensation for that part of the contractor’s general obligations that are mainly a function of construction time. The tendered sum will be paid monthly, pro rata for parts of a month, from the Commencement Date (as defined in the Special Conditions of Contract) until the end of the period for completion of the works, plus any extension thereof as provided in the general conditions of contract. Payment for time related costs arising from extensions of time granted by the employer, where the contractor is fairly entitled to such compensation in terms of the General Conditions of Contract, will be calculated by taking account only of pay items for which the unit of measurement is “month”. All pay items for which the unit of measurement is "month" are deemed to be based on 23 working days per month.”	
<i>Insert the following paragraph:</i>	
"Should the combined total tendered for subitems (a), (b), and (c) exceed 15 % of the tender sum (excluding VAT), the tenderer shall state his reasons in writing for tendering in this manner. The tenderer's attention is drawn to Form I: Contractor’s Establishment on Site, (bound in this Volume), to be completed by the tenderer. If the tenderer should require additional compensation for his obligations under section 1300 (over and above the total tendered for item B13.01) by including such additional compensation in	

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the tendered rates and/or lump sum of items in the bill of quantities, these items and the value of such additional compensation shall also be indicated in writing in a letter attached to Form I.”

Add the following as a final paragraph at the end of this section on payment

“ Payment of the rate per month for sub-item (d) shall include full compensation for all the contractor’s obligations relevant to health and safety legislation.

The tendered rate shall apply in the same manner as pay sub-item B13.01(c) but shall not form part of the calculation of the restrictions imposed on Form to tender CONTRACTOR’S ESTABLISHMENT ON SITE.

A contractor who tenders zero for this pay item shall not be relieved of his statutory obligations. A nil rate offered shall be deemed not as an omission but as deliberate notice that costs have been included in the tendered rates for individual items of work or in the other preliminary and general pay items.”

5. SECTION 1500: ACCOMMODATION OF TRAFFIC

B1502: GENERAL REQUIREMENTS

Add the following new sub-clauses:

“(j) Public traffic

The contractor shall plan and conduct his activities in such a way as to bring about the least possible disruption to the travelling public on the roads on which he works.

(k) Non-compliance with the conditions for the accommodation of traffic

Failure or refusal on the part of the contractor to take the necessary steps to ensure the safety and convenience of the public traffic in accordance with these specifications or as required by statutory authorities or ordered by the engineer, the engineer shall have the right to stop any operation where the traffic accommodation measures are not to specification or as ordered, until he is satisfied that the conditions have been complied with.”

B1503: TEMPORARY TRAFFIC CONTROL FACILITIES

Add the following after the second paragraph:

“The Contractor must ensure that the traffic control facilities are clean at all times.

Traffic control facilities will only be paid for once under item 15.03.

The Contractor will obtain approval from the engineer at the outset of the contract regarding the number of traffic control devices required before he places any orders in this regard.”

(b) Road signs and barricades

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Add the following:

“All roads signs and barricades shall be new and shall comply with the requirements of the latest version of the South African Road Traffic Signs Manual (SARTSM).

(e) Warning devices

Add the following:

“All self-propelled vehicles and equipment used on site shall be provided with amber flashing lights (“Britax” or similar). These lights must be switched on when the vehicle or equipment are used within deviations, existing roads and access roads. The lights must be mounted onto the vehicle and must be visible from all sides. Payment for these lights shall be included in the rates covering the use of these vehicles.

The contractor shall provide the engineer with reflective safety jackets and amber flashing lights for their vehicles. This will become the property of the contractor at the end of the contract period.

B1800: DAY WORK

Add the following section to Series 1000: General of the standard specifications:

SERIES 1000: GENERAL

SECTION B1800: DAY WORK

CONTENTS

B1801	SCOPE
B1802	GENERAL REQUIREMENTS
B1803	LABOUR
B1804	MATERIALS
B1805	PLANT
B1806	MEASUREMENT AND PAYMENT

B1801 SCOPE

This section covers the evaluation and method of measurement and payment for work, ordered by the Engineer in writing, carried out on a day work basis, all in accordance with subclause 6(5) of the General and/or Special Conditions of Contract.

B1802 GENERAL REQUIREMENTS

Work will be classified as day work only if the Engineer considers no other rate in the schedule of quantities appropriate for payment purposes.

Only work ordered in writing by the Engineer to be executed as day work shall be measured and paid for at the rates tendered in the schedule of quantities.

The Contractor shall keep and submit records of the work performed in accordance with the requirements of 6(5) of the General and/or Special Conditions of Contract.

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B1803 LABOUR

The tendered rates for labour to be included as day work charges shall include the salaries and wages of gangers or charge hands working with their gangs but shall exclude the costs of the time of the foremen

or supervisors which will be deemed to have been included in the sums tendered for the relevant items in Section 1300 of the schedule of quantities.

Gross remuneration, as specified in subclause 6(5) of the General and/or Special Conditions of Contract, will be deemed to include the following:

- (a) Basic salary/wage
- (b) Overhead charges such as fringe benefits not reflected in basic salary and wages which may include:
 - normal annual bonus;
 - employer's contribution to medical aid;
 - group life assurance premiums;
 - employer's contribution to pension/provident fund;
 - all other costs as per letter of appointment;

and costs payable due to statutory requirements, which may include:

- Workmen's Compensation Fund contribution;
- Unemployment Insurance Fund contributions;
- District Council levies or the equivalent thereof;

The rates tendered for labour shall include for the actual cost of salaries and wages, all overhead charges, profit, liabilities, obligations, risks and incidentals for all workmen to execute work by day works.

B1804 MATERIALS

The nett cost price of materials (exclusive of VAT) actually delivered to the site to be included as day work charges shall include the costs of delivery to the usual points at which materials are received on the site.

Before ordering any material, the Contractor shall submit quotations to the Engineer for his approval, and shall submit such receipts or vouchers to the Engineer as may be necessary for proving the amount claimed.

The percentage tendered as an on-cost on the net cost price of materials shall include for all handling, overheads, profit, liabilities, obligations, risks, incidentals and other on-costs for the supply, delivery and distribution of material for day work to the individual site(s) where day work is in progress.

B1805 PLANT

The full inclusive hourly cost of operational plant which is available on site or which has been removed without written authorization of the Engineer, to be included as day work charges will be taken to be the tendered rate which, in the opinion of the Contractor, will be applicable in all respects to the situation and terms of the contract.

The hourly rate tendered or agreed shall constitute the day work rate for the plant and will be deemed to include all costs for plant operators, consumable stores, fuel, maintenance, depreciation, ground-engaging tools and all other incidentals necessary to operate the plant for the purposes for which it was designed.

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Failure on the part of the Contractor to state in the schedule of quantities the plant on which his tender is based, shall be considered as a firm agreement on the part of the Contractor that he waives all rights to distinguish between the different types and capacities of plant falling within the description and/or

category given, and the Engineer shall have the right to call upon the Contractor to supply any such plant to the site and perform the work as directed by him at the particular tendered rate.

Sixty percent (60 %) of the hourly rate tendered or agreed will be paid in respect of plant which is being employed for day work, but standing idle on the specific instructions of the Engineer, as full compensation for idle costs of day work plant.

For plant not on site, the costs of establishing items of plant on the site for day work on specific instruction of the Engineer will be negotiated with the Contractor at the time that such day work is contemplated.

B1806 MEASUREMENT AND PAYMENT

Item	Unit
B18.01 Labour charges	
(a) (description of employee/designation/skill indicated)	hour (h)
(b) (etc, for other designations/skills)	hour (h)

The unit of measurement shall be the hour of time worked by the particular employee on the designated work on instruction by the Engineer.

The day work rates submitted for labour in the schedule of quantities shall be the cost of labour for each skill level and shall apply only to the number of workers approved in writing by the Engineer.

The rates shall be for normal working hours and shall be increased pro rata for overtime at the standard rate applicable if the work performed outside working hours is approved in writing by the Engineer.

The tendered rates shall include full compensation for all costs for salaries and wages, use and maintenance of tools and equipment, holidays with pay and financial charges of any description incurred by the Contractor and his subcontractors as well as for all insurance, accommodation, travelling, travelling time, supervision, overheads, profit, obligations, risks and any other emoluments and incidentals necessary for labour to execute work as day work.

Item	Unit
B18.02 Material charges	
(a) Actual cost of material (excluding VAT)	Provisional Sum
(b) Handling cost in respect of subitem B18.02 (a)	Percentage (%)

Expenditure under this item shall be made in accordance with clause 48(1) of the General Conditions of Contract. The provisional sum allowed shall include for the actual cost incurred for materials used in authorised day work. The actual costs for materials shall not be subject to contract price adjustment.

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The tendered percentage is a percentage of the amount actually spent under subitem B18.02(a) and shall include full compensation for the handling costs of the Contractor, profit, overheads and incidentals in connection with materials used for day work on the instructions of the Engineer.

Payment for expenditure under this item will be made in full as and when the money is expended subject to written proof by the Contractor of payment of invoiced amounts.

Item	Unit
B18.03 Plant charges	
(a) (description of plant indicated)	hour (h)
(b) (etc for other plant)	hour (h)

The unit of measurement shall be the hour actually worked by each item of plant (vehicle, machine or equipment) on the designated work on instruction by the Engineer.

The Contractor and the Engineer will agree on the method of recording the working hours prior to the commencement of work. Any long period of idling at any one time which in the opinion of the Engineer or his representative is beyond that required for normal operating conditions will not be paid for as working time. Non-working hours for any reason shall not be measured by payment.

The tendered rates include full compensation for furnishing and using the plant, including the cost of plant operators, consumable stores, fuel, ground-engaging tools, maintenance and for all other incidentals necessary to execute the authorised day work as specified.

Where there is ambiguity between the power developed at the flywheel and mass of machine, the power shall govern the measurement category.

Item	Unit
B18.04 Other plant not specified above	Provisional Sum

The provisional sum provided to cover the cost of other plant shall be expended in accordance with clause 48(1) of the General Conditions of Contract.

SECTION B3200: SELECTION, STOCKPILING AND BREAKING DOWN THE MATERIALS FROM BORROW PITS, CUTTINGS AND EXISTING PAVEMENT LAYERS AND PLACING AND COMPACTING THE GRAVEL LAYERS

B3203: STOCKPILING THE MATERIAL

In the third paragraph, replace the second and third sentences with:

“A photographic record shall be kept of all stockpiling areas. Before any stockpiling may be done the area shall be cleared of topsoil to a sufficient depth that will subsequently allow for the complete rehabilitation of the site with a cover of topsoil that does not exceed 100mm in depth and is not less than 75mm in depth. If there is insufficient topsoil; the contractor shall acquire whatever balance is needed to rehabilitate the area at his own cost. No make-up topsoil shall be taken from the road reserve. The topsoil shall be stored in an area that shall not be affected by construction activities nor impede the natural flow of water. The topsoil so windrowed or stockpiled and its

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surrounds shall be kept free of all undesirable vegetation. The contractor shall not commence his stockpiling activities without prior written approval from the engineer that the site has been adequately prepared.

After the stockpiled material has been removed, the site shall be reinstated as closely as possible to its original condition by ripping of the affected areas, re-landscaping if necessary, re-instatement of the topsoil and re-vegetation.”

SECTION B5600: ROAD SIGNS

B5601: SCOPE

Replace “South African Road Traffic Signs Manual” in the second paragraph with:

“SADC Road Traffic Signs Manual”

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 engineer 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:

“Chromadek section shall be assembled in accordance with the details of Standard Plans SP-B-12-Sheets 4 and 5 and SP-B-4-Sheets 33E and 34E.

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 subclause:

“(e) Application of retro-reflective material

All sign faces shall be faced with 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

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Add the following:

“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 engineer.”

SECTION B5900: FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS

B5901: SCOPE

In the first line of the second paragraph, insert the following after ‘this section’

“...distinguishes between new construction and renewal construction. When construction is new, as in the case of new alignments for example, then this section.....”

B5902: FINISHING THE ROAD AND ROAD RESERVE

Retain the existing paragraphs as new subclause-

“(a) New Construction”

Replace the sixth paragraph with:

“All materials resulting from the finishing operations shall be disposed of at approved spoil sites.”

Add the following:

“(b) Renewal Construction

After completing construction work within the site, the contractor shall ensure that all construction generated or related material that may have been swept, windrowed, stockpiled, stored or spread beyond the road surface is removed. This shall be done before any other rehabilitation work is undertaken, including shaping, top soiling and grassing. Should, during the removal of construction generated or related material, existing vegetation or topsoil be disturbed or destroyed, the contractor shall, at his own cost, re-instate the road reserve to its original state. This shall include ripping, should the construction material have compacted the existing surface.

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Culvert inlets and outlets, culvert barrels, and open drains shall be cleared of debris, soil, silt and other material generated from the construction activities.

The surfacing shall be cleared of all dirt, mud and foreign objects. Dragging, pushing or scraping material across the finished surfacing shall not be permitted.

All junctions, intersections, islands, kerbing and other elements making up the completed works shall be neatly finished off.

The contractor shall ensure that all undesirable plants have been removed from the road reserve and borrow pit areas.

All materials resulting from the finishing operations shall be disposed of at approved spoil sites.”

Particular Specification PCI:

A. Contents

PCI-1	Scope
PCI-2	Materials
PCI-3	Testing
PCI-4	Handling and Placing

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Particular Specification PCI:

Geocells

PCI-1 SCOPE

This specification covers a geocell geosynthetic generally specified for use insitu shuttering for concrete infill for roads, canals, spillways, down chutes and walkways and also used in conjunction with soil infill for erosion control and soil reinforcement.

PCI-2 MATERIALS

PCI-2.1 General

The geocell shall consist of laminated, polypropylene, slit-film woven tape strips that are stitched together, forming three-dimensional square cells. All geocell panels shall be supplied with a offset, half-height border tension strip surround.

PCI-2.2 Chemical and Biological Properties

The geocell geosynthetic shall be rot-proof and shall be resistant to bacteria, algae and fungi.

The geocell geosynthetic shall maintain at least 80 % of the original tensile strength after direct exposure to sunlight for 1 500 hours.

The geocell geosynthetic shall be able to withstand the aggressiveness of the soil and groundwater with a pH in the range of 2 to 10, and soil and groundwater containing salts with a conductivity of up to 1.0 S/m.

The geocell geosynthetic shall not be attractive to rodents and termites.

-2.3 Classification

- 2.3.1 Geocells

The geocells shall be classified into its function according to typical usage, namely:

Geocell

- Concrete infill and soil erosion control

Geocell HD

- Soil reinforcement

The minimum requirements for the application is listed hereafter in table -2.3.1.

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Table -2.3.1 Geocells

STANDARD GRADES		UNITS	GEOCELL	TEST METHOD	
BASE PRODUCT		Laminated Polypropylene Slit-Film Woven Tape			
		Thickness	mm	0.6	SANS 0221-88
TENSILE STRENGTH	BASE PRODUCT	Tensile Strength	kN/m	25	SANS 0221-88
		Elongation (max)	%	25	
	SEAM	Tensile Strength	kN/m	4	
		Elongation (max)	%	15	
CELL SIZE (diagonals)		mm	280 x 280		

-3

DIMENSIONS

-3.1

Supplied Geocell panels shall be [75, 100, 150]mm high by minimum 10m long by [width] (as specified by the engineer to a maximum of 10m). Individual cell sizes shall be 200 x 200mm square.

All geocell panels shall be supplied with an offset, half-height perimeter tension frame.

-4

TESTING

-4.1

General

The index tests to be carried out on the geocell geosynthetic shall relate to the material and the method of manufacture, and are used mainly to ascertain that the correct geocell geosynthetic is supplied, and that the material is equivalent to that selected and specified for use in the works. The Contractor will be required, on the request of the Engineer, to submit a certificate by an accredited ISO/IEC 17025 geosynthetics laboratory to prove compliance with the specified qualities without additional cost to the Employer.

-4.2

Index Tests – Geocells

1. Tensile Strength (N):
Testing shall be carried out in accordance with Standard Test Method ISO 10319.

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-5 HANDLING AND PLACING

-5.1 General

Unless otherwise specified, the surface area shall be trimmed to provide a uniform surface prior to placing any geocell.

-6 PROJECT REFERENCE

The supplier shall provide project reference in South Africa indicating successful application of geocell geosynthetic.

-7 MEASUREMENT AND PAYMENT

Measurement and payment shall be as specified in the relevant sections of the Standard Specifications, the Project Specifications and in the Schedule of Quantities, with typical payment item as follows:

-7.1 Geocell geosynthetic, state grade, material and method of manufacture (eg. laminated, polypropylene, slit-film woven tape) and width of panels.

The unit of measurement shall be the square metre of area covered with the specified geotextile placed in position.

[75; 100; 150 mm high]?

Unit: Square metre (m²)

The tendered rate shall include full compensation for procuring, furnishing, placing the material in position, including tensioning, jointing, pegging and protecting the geocell, for wastage as well as all tests which may be required to certify that the material complies with the specifications.

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**(OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993) HEALTH AND
SAFETY SPECIFICATION**

CONTENTS

- 1. SCOPE**
- 2. DEFINITIONS**
- 3. TENDERS**
- 4. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK**
- 5. RISK ASSESSMENT**
- 6. APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS**
- 7. APPOINTMENT OF SAFETY PERSONNEL**
- 8. RECORDS AND REGISTERS**
- 9. CONTRACTOR'S RESPONSIBILITIES**
- 10. MEASUREMENT AND PAYMENT**

ANNEXURES:

- | | |
|-------------|---|
| ANNEXURE 1: | CHECKLIST OF SAFETY ASPECTS ON THE SITE OF WORKS |
| ANNEXURE 2: | EXAMPLE OF AGREEMENT IN TERMS OF SECTION 37(2) OF THE OHSA ACT No 85 OF 1993 |
| ANNEXURE 3: | PRO FORMA LETTER OF NOTIFICATION IN TERMS OF REGULATION 3 OF THE OHSA CONSTRUCTION REGULATIONS 2003 |

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OHSА (OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993) HEALTH AND SAFETY SPECIFICATION

1. SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2003, and all other safety codes and specifications referred to in the said Construction Regulations.

This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2003, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

2. DEFINITIONS

For the purpose of this contract the following shall apply:

- (a) **"Employer"** where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as **"client"** as defined in the Construction Regulations 2003. **"Employer"** and **"client"** is therefore interchangeable and shall be read in the context of the relevant document.
- (b) **"Contractor"**, wherever used in the contract documents and in this specification, shall have the same meaning as **"Contractor"** as defined in the General Conditions of Contract.

In this specification the terms **"principal contractor"** and **"contractor"** are replaced with **"Contractor"** and **"subcontractor"** respectively.

- (c) **"Mandatory"**, wherever used in the contract, includes an agent, a contractor or a subcontractor for work, but without derogating from his status in his own right as an employer or user.

For the purpose of this contract the **Contractor** will, in terms of the agreement contemplated in Section 37(2) of OHSA 1993, be the mandatory, responsible to comply with all provisions of OHSA 1993 and the Construction Regulations 2003.

- (d) **"Engineer"** where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

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3. TENDERS

The Contractor shall submit the following with his tender:

- (a) a documented Health and Safety Plan as stipulated in Regulation 5 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2003, the OHS Act, Clients Health and Safety Specifications and will be subject to approval by the Employer; The Health and Safety Plan must clearly states the policy of the company concerning the protection of the Health and Safety of his employees at work, the scope of the project and the review of the Health and Safety Plan.
- (b) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2003;
- (c) a declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.
- (d) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations and the OHS Act.

4. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- (a) the demolition of structures and dismantling of fixed plant of height of 3,0 m or more;
- (b) the use of explosives;
- (c) construction work that will exceed 30 days or 300 person-days;
- (d) excavation work deeper than 1,0 m; or
- (e) working at a height greater than 3,0 m above ground or landings.

The notification must be done in the form of the pro forma included as Annexure A in the Construction Regulations (a copy is attached to this safety specification as Annexure 3)

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

5. RISK ASSESSMENT

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person appointed in writing and the risk assessment shall form part of the health and safety plan to be applied on the site. (*Refer Regulation 7 of the Construction Regulations 2003*).

The risk assessment shall identify(all loss exposures), evaluate(the risk in each exposure) , develop(plan), implement(plan) and monitor the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

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6. APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

6.1 Health and Safety plan

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan. To this end the Employer, or the Engineer or Agent on his behalf, will, in terms of Regulations 4(1)(d) and 5(3)(c), carry out audits on a regular basis to ensure that the Contractor as well as any subcontractors in his employ, do implement the Contractor's Safety Plan as well as the Employer's Safety Specifications in accordance with the Construction Regulations.

6.2 Health and safety induction training

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work and ensure that all employees are informed regarding all hazards as stipulated in the risk assessment. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site. The Employer or the Engineer on his behalf, will carry out audits from time to time to ensure compliance by the Contractor.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

7. APPOINTMENT OF SAFETY PERSONNEL

7.1 Construction Supervisor

The Contractor shall appoint a full-time **Construction Supervisor** with the duty of supervising the performance of the construction work. [Refer Regulation 6(1)].

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

7.2 Construction safety officer

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time **Construction Safety Officer** if so decided by the Inspector of the Department of Labour. The Safety Officer shall have the necessary competence and resources to perform his duties diligently. [Refer Regulation 6(2)]

Provision will be made in the schedule of quantities to cover the cost of a dedicated construction safety officer appointed after award of the contract if so ordered by the Engineer.

7.3 Health and safety representatives

In terms of **Sections 17 and 18 of the Act (OHSA 1993)** the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 100 employees.

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The function of the health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in

collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

7.4 Health and safety committee

In terms of **Sections 17 and 18 of the Act (OHSA 1993)** the Contractor (as employer), shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

7.5 Competent persons

In accordance with the Construction Regulations the Contractor has to appoint in writing **competent persons** responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

- (a) Risk assessment and induction training as described in Regulation 7 of the Construction Regulations;
- (b) Fall protection as described in Regulation 8;
- (c) Formwork and support work as described in Regulation 10;
- (d) Excavation work as described in Regulation 11;
- (e) Demolition work as described in Regulation 12;
- (f) Scaffolding work as described in Regulation 14;
- (g) Suspended platform operations as described in Regulation 15;
- (h) Batch plant operations as described in Regulation 18;
- (i) Explosive powered tools in Regulation 19
- (j) Construction vehicle and mobile plant inspections on a daily basis by a competent person as described in Regulation 21(1);
- (k) Control of all temporary electrical installations on the construction site as described in Regulation 22.
- (l) Stacking and storage on construction sites as described in Regulation 26; and
- (m) Inspections of fire equipment as described in Regulation 27.
- (n) Use and temporary storage of flammable liquids on construction sites in Regulation 23.
- (o) Water Environments in Regulation 24.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

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The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with **all** requirements of the Construction Regulations.

8. RECORDS AND REGISTERS

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

- (a) A copy of the OHSA (Occupational Health and Safety Act) No 85 of 1993 and Construction Regulations 2003 in order for Health and Safety Representatives and other employees to study (GAR 3) General Administrative Regulations.
- (b) A copy of the Client's Health and Safety Specification;
- (c) A copy of the Contractor's Health and Safety Plan (Regulation 4);
- (d) A copy of the Notification of Construction Work (Regulation 3);
- (e) A health and safety file in terms of Regulation 5(7) with inputs by the Construction Safety Officer [Regulation 6(7)];
- (f) A copy of the risk assessment described in Regulation 7;
- (g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 8;
- (h) Drawings pertaining to the design of structures [Regulation 9(3)] and formwork and support work structures [Regulation 10(d)];
- (i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site [Regulation 11(3)(h)];
- (j) A copy of the certificate of the system design for suspended platforms [Regulation 15(3)];
- (k) Suspended platforms must be registered and inspection and performance test must be recorded and kept on site [Regulation 15 (11)].
- (l) Medical Certificates of fitness must be recorded [Regulation 15(12)(a)]
- (m) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists [Regulation 7(5)].
- (n) Maintenance records of material hoists and inspection/examination results must be kept in a record book to be kept on site [Regulation 17(8)];
- (o) A record of any repairs to or maintenance of a batch plant must be kept on site [Regulation 18(9)];
- (p) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used [Regulation 19(2)];
- (q) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant [Regulation 21(1)(j)].
- (r) Electrical equipment checked and register kept [Regulation 22(d)]
- (s) Health and Safety Representatives Reports and endorsed by the supervisor must be kept on site [GAR 4.]
- (t) Health and Safety Committee minutes available and endorsed to be on site [GAR 4(a, b, c)].
- (u) Recording of accidents and incidents [GAR 8 (1)(2)]

9. CONTRACTOR'S RESPONSIBILITIES

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For this contract the Contractor will be the mandatary of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor, as employer in his own right in respect of the contract, will be responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2003.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatary (employer) for the contract under consideration. A pro forma agreement is attached to this specification as Annexure 2. The pro forma agreement form must be signed by the contractor and returned to the employer (client) before commencement of work.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2003, and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations. Safety reminders in the form of a checklist of some of the more important aspects of safety as related to personnel on site, must be displayed at a prominent position at the site (see Annexure 1: Safety on the Site of Works).

(a) Contractor's position in relation to the Employer (Client) (*Regulation 4*)

Section 4 of the Regulations by implication requires that the Contractor shall at all times liaise closely with the Employer, or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

(b) The Principal Contractor and Contractor (*Regulation 5*)

The Contractor for the contract under consideration is the equivalent of "Principal Contractor" as defined in Regulation 2(b) of the Construction Regulations, and he shall comply with all the provisions of Regulation 5.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2003.

(c) Supervision of construction work (*Regulation 6*)

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The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 6 and as set out in paragraph 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 6.

(d) Risk assessment (Regulation 7)

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work, and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety

representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

(e) Fall protection (Regulation 8)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

(f) Structures (Regulation 9)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition the Contractor shall comply with all aspects of Regulation 9 of the Construction Regulations.

(g) Formwork and support work (Regulation 10)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 10 of the Construction Regulations shall be followed in every detail.

(h) Excavation work (Regulation 11)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Professional Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 11 of the Construction Regulations.

(i) Demolition work (Regulation 12)

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Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 12 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor, does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

The Contractor's attention is especially drawn to subsections (9) and (10) of Regulation 12, which read as follows:

"(9) Where the risk assessment indicates the presence of asbestos, the Contractor shall ensure that all asbestos-related work is conducted in accordance with the provisions of the

'Asbestos Regulations' promulgated by Government Notice R.155 of 10 February 2002, as amended.

(10) Where the risk assessment indicates the presence of lead, the Contractor shall ensure that all lead-related work is conducted in accordance with the provisions of the Lead Regulations' promulgated by Government Notice R.236 of 28 February 2002, as amended."

(j) Tunnelling (Regulation 13)

The Contractor shall comply with Regulation 13 wherever tunnelling of any kind is involved.

(k) Scaffolding (Regulation 14)

The Contractor shall ensure that all the provisions of Regulation 14 of the Construction Regulations are complied with. [Note : Reference in the Regulations to "Section 44 of the Act" should read "Section 43 of the Act"]

(l) Suspended platforms (Regulation 15)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all work related to suspended platforms are done in accordance with Regulation 15 of the Construction Regulations.

(m) Boatswain's chairs (Regulation 16)

Where boatswain's chairs are required on the construction site, the Contractor shall comply with Regulation 16.

(n) Material Hoists (Regulation 17)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 17 to the letter.

(o) Batch plants (Regulation 18)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 18. The Contractor shall ensure that the General Safety Regulations (Government Notice R1031 of 30 May 1986), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

(p) Explosive powered tools (Regulation 19)

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The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 19 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

(q) Cranes (*Regulation 20*)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

(r) Construction vehicles and mobile plant (*Regulation 21*)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 21.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

(s) Electrical installation and machinery on construction sites (*Regulation 22*)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 22.

(t) Use of temporary storage of flammable liquids on construction sites (*Regulation 23*)

The Contractor shall comply with the provisions of the General Safety Regulations (Government Notice R1031 of 30 May 1986) and all the provisions of Regulation 23 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(u) Water environments (*Regulation 24*)

Where construction work is done over or in close proximity to water, the provisions of Regulation 24 shall apply.

(v) Housekeeping on Construction sites (*Regulation 25*)

Housekeeping on all construction sites shall be in accordance with the provisions of the environmental Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 25 of the Construction Regulations.

(w) Stacking and storage on construction sites (*Regulation 26*)

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The provisions for the stacking of articles contained in the General Safety Regulations (Government Notice R1031 of 30 May 1986) as well as all the provisions of Regulation 26 of the Construction Regulations shall apply.

(x) Fire precautions on construction sites (Regulation 27)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 27 of the Construction Regulations.

(y) Construction welfare facilities (Regulation 28)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (Government Notice R1593 of 12 August 1988) and the provisions of Regulation 28 of the Construction Regulations.

(z) Non-compliance with the Construction Regulations 2003

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 28 as listed in Regulation 30, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 30.

N.B The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

10 MEASUREMENT AND PAYMENT

10.1 Principles

It is a condition of this contract that tenderers shall make provision in their tenders for the cost of all health and safety measures during the construction process. Special reference is made to the following:

(a) Safety personnel

All safety personnel and competent persons referred to in clauses 7.1 to 7.5 will normally be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

However provision will be made in the schedule of quantities for payment under the contract for a Construction Supervisor in terms of Clause 7.1 and for a dedicated Construction Safety Officer in terms of Clause 7.2 on the instruction of the Inspector of the Department of Labour.

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(b) Records and Registers,

Provision will be made in the schedule of quantities for payment to the Contractor for the keeping of health and safety-related records and registers as described in Clause 8.

10.2: Scheduled items

10.2.1 Appointment of dedicated safety personnel

(a) Construction Supervisor Unit: Lump sum

(b) Construction Health and Safety Officer Unit: Lump sum

10.2.2 Records and registers Unit: Lump sum

The lump sums tendered for sub-item 10.2.1(a) and (b) shall cover the cost to the Contractor for the provision of dedicated full-time officers for the duration of the contract.

The lump sum tendered for sub-item 10.2.2 shall cover the cost for providing and maintaining on site all the documents, files, records and registers as specified in Clause 8 of this specification.

Payment of the tendered lump sums will be made as follows:

(i) 50% of the lump sums will be paid once the appointments under 10.2.1 (a) and (b) have been made and approved by the Engineer, and when the required documents, files and registers under 10.2.2 are in place on site and approved by the Engineer.

(ii) The balance of the lump sums will be paid in equal monthly instalments up to the end of the contract period. Monthly payments will be withheld permanently for each month during which the Contractor failed to comply with the specifications.

Payment for these items do not absolve the Contractor from his responsibilities and liabilities in terms of Clause 9(y) of this specification and Regulation 30 of the Construction Regulations 2003.

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ANNEXURE 1:

SAFETY ON THE SITE OF WORKS

The basic day-to-day requirements for safety on the site of works are listed below. Compliance with these aspects does not relieve the Contractor of any of his obligations and responsibilities detailed in Regulations 4 to 28 referred to paragraph 9 of the Safety Specification.

1. Fall protection

- (a) All unprotected openings in floors, slabs, hatchways and stairways must be adequately guarded, fenced or barricaded or similar means must be used to safeguard any person from falling through such openings;
- (b) Notices must be placed conspicuously at all openings where the possibility exists that a person might fall through such openings;
- (c) Where roof work is being performed on a construction site, the contractor shall ensure that:
 - (1) no employees are permitted to work on roofs during inclement weather conditions or if weather conditions are a hazard to the health and safety of the employees;
 - (2) prominent warning notices are to be placed where all covers to openings are not of sufficient strength to withstand any imposed loads and where fragile material exists;
 - (3) there is suitable and sufficient guard-rails or barriers and toe-boards or other similar means of protection to prevent, so far as is reasonably practicable, the fall of any person, material or equipment.
 - (4) people working at heights have medical certificates or ensure that there are physically or psychologically fit to work safely in such an environment

2. Formwork and support work

- (a) **Provision shall be made for safe access by means of secured ladders or staircases for all work to be carried out above the foundation bearing level;**
- (b) **All employees required to erect, move or dismantle formwork and support work structures must be adequately trained and instructed to perform these operations safely; and**
- (c) All formwork and support work structures are inspected by a competent person immediately before, during and after the placement of concrete or any other imposed load and thereafter on a daily basis

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until the formwork and support work structure has been removed and the results have been recorded in a register and made available on site;

- (d) If, after erection, any formwork and support work structure is found to be damaged or weakened to such a degree that its integrity is affected, it shall be safely removed or reinforced immediately

3. Excavation work

The contractor shall:

- (a) take suitable and sufficient steps in order to prevent, any person from being buried or trapped by a fall or dislodgement of material in an excavation;
- (b) not require or allow any person to work in an excavation which has not been adequately shored or braced: Provided that shoring and bracing may not be necessary where the sides of the excavation are sloped to at least the maximum angle of repose of the material to be excavated;
- (c) take steps to ensure that the shoring or bracing contemplated in (b) is designed and constructed in such a manner rendering it strong enough to support the sides of the excavation in question;
- (d) ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it is likely to cause its collapse and thereby endangering the safety of any person unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;
- (e) provide convenient and safe means of access to every excavation in which persons are required to work and such access shall not be further than 6 m from the point where any worker within the excavation is working;
- (f) have every excavation, including all bracing and shoring, inspected:
 - (1) daily, prior to each shift;
 - (2) after every blasting operation;
 - (3) after an unexpected fall of ground;
 - (4) after substantial damage to supports; and
 - (5) after rain, by a competent person in order to pronounce the safety of the excavation.
- (g) where an excavation is accessible to the public or where the safety of persons may be endangered:
 - (1) adequately protect the excavation by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
 - (2) provide warning illuminates or any other clearly visible boundary indicators at night or when visibility is poor;
- (h) place warning signs next to an excavation within which persons are working or carrying out inspections or tests.

4. Demolition work

- (a) The contractor shall not require or allow any person to work under unsupported overhanging material, which has not been adequately supported, shored or braced;
- (b) The contractor shall ensure that no material is dropped to any point, falling outside the exterior walls of the structure, unless the area is effectively protected.
- (c) Where the risk assessment indicates the presence of asbestos or lead, the contractor shall ensure that all asbestos-related work is conducted in accordance with the Asbestos Regulations promulgated by

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Government Notice No.R.155 of 10 February 2002, as amended, and that all lead-related work is conducted in accordance with the provisions of the, Lead Regulations promulgated by Government Notice No.R.236 of 28 February 2002, as amended.

5. *Suspended platforms*

- (a) The contractor shall not use or allow the use of a suspended platform, unless the design, stability and construction thereof comply with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act;
- (b) The contractor shall ensure that each person on a suspended platform is provided with and wears a safety harness as a fall prevention device which must at all times, be attached to the suspended platform or to the anchorage points on the structure whilst on the suspended platform;
- (c) The contractor shall ensure that all employees required to work or to be supported on a suspended platform are physically and psychologically fit to work safely in such an environment by being in possession of a medical certificate of fitness;

6. *Material hoists*

- (a) The contractor shall not require or allow any person to operate such a hoist, unless the person is competent in the operation thereof.
- (b) The contractor shall not require or allow any person to ride on a material hoist.

7. *Batch plants*

- (1) The contractor shall ensure that all persons authorised to operate the batch plant are fully:**
 - (a) aware of all the dangers involved in the operation thereof; and**
 - (b) conversant with the precautionary measures to be taken in the interest of health and safety.**
- (2) No person supervising or operating a batch plant shall authorize any other person to operate the plant, unless such person is competent to operate such machinery.
- (3) A contractor shall ensure that all batch plants are operated and supervised by a competent person who has been appointed in writing.
 - (4) A contractor shall ensure that the placement and erection of a batch plant complies with the requirements set out by the manufacturer and that such plant is erected as designed.
 - (5) A contractor shall ensure that all devices to start and stop a batch plant are provided and that these devices are—**
 - (a) placed in an easily accessible position; and**
 - (b) constructed in such a manner as to prevent accidental starting.**
 - (6) The contractor shall ensure that the machinery and plant selected is suitable for the task and that all dangerous moving parts of a mixer are placed beyond the reach of persons by means of doors, covers or other similar means.**
 - (7) No person shall be permitted to remove or modify any guard or safety equipment relating to a batch plant, unless authorised to do so by the appointed person as contemplated in sub-regulation (1).**

8. *Cranes*

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The Contractor shall ensure that where tower cranes are used, that:

- (a) the tower crane operators are competent to carry out the work safely; and
- (b) the tower crane operators are physically and psychologically fit to work in such an environment by being in possession of a medical certificate of fitness.

9. *Construction vehicles and mobile plant*

- (a) The contractor shall ensure that all construction vehicles and mobile plant: are operated by workers who:
 - (1) have received appropriate training and been certified competent and been authorised to operate such machinery; and
 - (2) are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness;
- (b) The Contractor shall furthermore ensure that:
 - (1) no person rides or be required or allowed to ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
 - (2) vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
 - (3) when workers are working on or adjacent to public roads, reflective indicators are provided and worn by the workers.
 - (4) vehicles are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include barriers.
 - (5) vehicles are inspected on daily basis prior use by a competent person and the findings of such inspection is recorded in a register.

10. Electrical installations and machinery on construction sites

- (a) The contractor shall ensure that: before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;
- (b) in working areas where the exact location of underground electric power lines is unknown, employees using jackhammers, shovels or other hand tools which may make contact with a power line, are provided with insulated protective gloves or otherwise that the handle of the tool being used is insulated;
- (c) All temporary electrical installations are inspected at least once a week and electrical machinery on a daily basis before use on a construction site by competent persons and the records of these inspections are recorded in a register to be kept on site; and
- (d) The control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing.

11. Use and temporary storage of flammable liquids on construction sites

- (a) The Contractor shall ensure that::

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(1) where flammable liquids are being used, applied or stored at the workplace concerned, it is done in a manner that would not cause fire or explosion hazards, and that the workplace is effectively ventilated. Where the workplace cannot effectively be ventilated:

- (i) every employee involved must be provided with a respirator, mask or breathing apparatus of a type approved by the chief inspector, and
 - (ii) steps must be taken to ensure that every such employee, while using or applying flammable liquids, uses the apparatus supplied to him or her;
- (b) no person smokes in any place in which flammable liquid is used or stored, and the contractor shall affix a suitable and conspicuous notice at all entrances to any such areas prohibiting smoking;
- (c) an adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognised symbolic signs.

12. *Fire precautions on construction sites*

The contractor shall ensure that smoking is prohibited and notices in this regard are prominently displayed in all places containing combustible or flammable materials.

13. *Construction welfare facilities*

- (a) The contractor shall, depending on the number of workers and the duration of the work, provide at or within reasonable access of every construction site, the following clean and maintained facilities:
- (1) at least one shower facility for every 15 workers;
 - (2) at least one sanitary facility for every 30 workers;
 - (3) changing facilities for each sex; and
 - (4) sheltered eating areas.
- (b) The contractor shall also ensure that:
- (1) no horseplay between employees or aggressive or threatening behaviour by anybody is allowed on site;
 - (2) workers shall wear appropriate protective clothing for particular tasks, including protective eyewear, gloves, boots, ear protection, masks, etc. Workers shall not be allowed to wear loose clothes or footwear;
 - (3) workers executing tasks in manholes for sewer and stormwater systems shall be made aware of the existence of hazardous gasses in closed areas, and shall be issued with masks as necessary. Only specialists shall be allowed to work in gas-filled chambers;
 - (4) blasting must be done by specialists in accordance with the Explosives Act;
 - (5) workers shall not be allowed to make open fires on any part of the site, unless in designated areas approved by the health and safety manager;
 - (6) no vehicle or equipment shall be operated on site if it produces noise above 90 decibels, measured at a distance of 10 m from the unit;
 - (7) adequate signage shall be used on site to indicate:
 - non-smoking areas on the site;
 - safety exits / emergency exits from buildings under construction;
 - stairs (temporary and permanent works);
 - toilets

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- fire fighting equipment;
 - fire assembly points;
 - fire escapes;
 - overhead works;
 - areas where members of the public are not allowed; and
 - first aid facilities;
- (8) Visitors to the site shall only be allowed to enter the site by pre-determined procedures, including safety induction training. Records of visitors shall be kept in the health and safety files.

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ANNEXURE 2:

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

THIS AGREEMENT made between:
(hereinafter referred to as "the Employer") of the one part, herein represented by :

.....
in his capacity as

AND:

(hereinafter referred to as "the Mandatory") of the other part, herein represented by :

.....
in his capacity as

and being duly authorised to act as Mandatory on behalf of the Contractor;

WHEREAS the Employer is desirous that certain works be constructed, viz (*contract No.*)
(*title*)

and has accepted a tender by the Mandatory for the construction, completion and defects correction 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 WITNESSETH AS FOLLOWS:

1. The Mandatory shall execute the work in accordance with the contract documents pertaining to this Contract.
2. This Agreement shall hold good from its commencement date, which shall be the date on which the site is handed over to the Mandatory by an order in writing from the Engineer, to either:
 - (a) the date of the final certificate issued in terms of clause 52(1) of the General Conditions of Contract 2004 (hereinafter referred to as "the GCC"), as applicable to this Contract, or
 - (b) the date of termination of the contract in terms of clause 55 or clause 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 mandataries; and
 - (iv) Sub-section 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.

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4. In addition to the requirements of Clause 36 of the General Conditions of Contract and all relevant requirements of the Contract, the Mandatory agrees to execute all the works forming part of this Contract and to operate and utilize 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.

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

At for and on behalf of the **EMPLOYER** on this the
.....day of..... 20....

SIGNATURE:

CAPACITY:

WITNESSES:

SIGNATURES: (1) (2)

NAMES: (1) (2)

At for and on behalf of the **MANDATORY** on this the
.....day of..... 20....

SIGNATURE:

CAPACITY:

WITNESSES:

SIGNATURES: (1) (2)

NAMES: (1) (2)

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ANNEXURE 3

PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND

SAFETY ACT 1993 , CONSTRUCTION REGULATIONS 2003

[This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2003, to the office of the Department of Labour]

1. (a) Name and postal address of Contractor:
.....
(b) Name and tel. no of Contractor's contact person:
.....
2. Contractor's compensation registration number:
3. (a) Name and postal address of client:
.....
(b) Name and telephone number of client's contact person or agent:.....
.....
4. (a) Name and postal address of designer(s) for the project:
.....
(b) Name and telephone number of designer's contact person:
.....
5. Name and telephone number of Contractor's construction supervisor on site appointed
in terms of regulation 6(1):
6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms
of regulation 6(2):
7. Exact physical address of the construction site or site office:
.....
8. Nature of the construction work:
.....
9. Expected commencement date:
10. Expected completion date:
11. Estimated maximum number of persons on the construction site:
12. Planned number of subcontractors on the construction site accountable to Contractor:
13. Name(s) of subcontractors already chosen:
.....
.....

SIGNED BY:

CONTRACTOR:..... DATE:.....

CLIENT:..... DATE:.....

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ANNEXURE 4

ENVIRONMENTAL SPECIFICATION

SITE INFORMATION

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C4. Site Information

LOCALITY PLAN



SCHEDULE OF CONTRACT DOCUMENTS

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SCHEDULE OF CONTRACT DOCUMENTS

The following documents form part of this Contract:

- (i) **VOLUME 1:** The General Conditions of Contract of Works of Civil Engineering Construction 3rd Edition, 2015, which the bidder must purchase, which the bidder must purchase at his own cost.
- (ii) **VOLUME 2:** The Standard Specifications for Road and Bridge Works for State Road Authorities 1998, prepared by the Committee of Land Transport Officials, (COLTO), which the bidder must purchase at his own cost.
- (iii) **VOLUME 3:** The Project Document, in which are bound the Bid Notice, Bid Rules, Special Conditions of Contract, Project Specifications, Schedule of Quantities, Form of Bid, and other documents.
- (iv) **VOLUME 4:** Set of drawings issued with Volume 3 for bid purposes (may be bound in at the back of Volume 3 or issued as a separate volume).

NOTE:

1. **SUBMISSION OF BID** – of the above documents, **only VOLUMES 3 and 4 are to be submitted.**

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DRAWINGS