

LEKWA LOCAL MUNICIPALITY



BID No: DTS 1/2023/2024

INSTALLATION OF NEW VIP TOILETS AT WARDS 12 AND 13

Closing Date: 23 May 2023 @ 12h00

VOLUME 1: TENDER DOCUMENT

TENDER SUBMITTED BY:

Name of Company :

Contact Name :

Contact No :

Address :

.....

Tender Amount (VAT incl.) :

Issued by:

Lekwa Local Municipality,
Cnr. Dr Beyers Naude & Mbonani Mayisela Streets,
Standerton
2430.

Tel : (017) 712 9600



LEKWA LOCAL MUNICIPALITY

INSTALLATION OF VIP TOILETS

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Contractor

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Witness 1

Witness 2



LEKWA LOCAL MUNICIPALITY

INSTALLATION OF VIP TOILETS

PORTION 1: TENDER

PART T1: TENDERING PROCEDURES

Contractor

Witness 1

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Employer

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LEKWA LOCAL MUNICIPALITY

INSTALLATION OF VIP TOILETS

PORTION 1: TENDER

PART T1: TENDERING PROCEDURES

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END OF SECTION

Contractor

Witness 1

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Employer

Witness 1

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LEKWA LOCAL MUNICIPALITY
 INSTALLATION OF VIP TOILETS

PORTION 1: TENDER

PART T1: TENDERING PROCEDURES

PART T1.1: TENDER NOTICE AND INVITATION TO TENDER

Contractor

Witness 1

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Employer

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Lekwa Local Municipality hereby invites bids for the following:

TENDER ADVERT



LEKWA LOCAL MUNICIPALITY

Tenders or Bid proposals are hereby invited from suitably qualified service providers for the following projects/services:

Tender No.	Tender Description	Service Provider	Compulsory briefing date time	CIDB Grading	Closing date & time	Briefing Venue
DTS 1/2023/2024	INSTALLATION OF VIP TOILETS AT WARD 12 AND 13	Contractor	04 May 2023 @11h00	2CEPE/2GBPE or Higher	23 May 2023 @ 12h00	Town Hall, cnr. Dr Beyers Naude & Mbonani Mayisela Str, Standerton 2340

All the returnable documents will be listed in all the tender documents. The tender documents must be sealed in an envelope clearly marked **Tender No. DTS 1/2023/2024** and description as stated above. All tender documents must be deposited in the tender box situated at Records section at the Main Building, Cnr. Dr Beyers Naude & Mbonani Mayisela Streets, Standerton 2430. **Tender box is accessible Monday to Friday from 08h00 to 16h00.**

Documents will be available for free on the tender portal. No email or facsimile transmission will be considered. All enquiries relating to this advert must be addressed to Mr Bilaal Cajee (SCM Official) on 082 303 7516 or bcajee@lekwalmm.gov.za

Lekwa Local Municipality subscribe to the PPPFA and the 80/20 principle and functionality will be prequalification criteria to this bid where applicable. All bids submitted shall be valid for 90 days after the closing date. Lekwa Local Municipality reserves the right not to appoint any of the bids.

M.J LAMOLA
MUNICIPAL MANAGER

NOTICE NO. ...2022

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



LEKWA LOCAL MUNICIPALITY
INSTALLATION OF NEW VIP TOILETS

PORTION 1: TENDER

PART T1: TENDERING PROCEDURES

PART T1.2: TENDER DATA

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Contractor

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Employer

Witness 1

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LEKWA LOCAL MUNICIPALITY

INSTALLATION OF NEW VIP TOILETS

PART T1.2: TENDER DATA

The Conditions of Tender reproduced in Section 3 are the Standard Conditions of Tender as contained in Annex F of SANS 294 – Construction Procurement Processes, Methods and Procedures which contain references to the Tender Data for details that apply specifically to this tender.

The Tender Data shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under consideration.

The Tender Data contained hereafter in Section 2 shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of Tender Data given below is cross-referenced to the relevant clause in the standard Conditions of Tender.

Clause	Addition or Variation to Standard Conditions of Tender
1.	General
1.1	<i>Add the following:</i> The Employer is Lekwa Local Municipality
1.2	<i>Add the following:</i> The tender documents issued by the employer comprise of one volume only and consists of the following: VOLUME 1: TENDER DOCUMENT PORTION 1: TENDER Part T1 Tendering Procedures Part T1.1 Tender Notice and Invitation to Tender Part T1.2 Tender Data Part T1.3 Standard Conditions of Tender Part T2 Returnable Documents and Schedules Part T2.1 MBD Forms Part T2.2 Returnable Documents Part T2.3 Returnable Schedules Part T2.4 Checklist PORTION 2: CONTRACT Part C1 Agreements and Contract Data Part C1.1 Form of Offer and Acceptance Part C1.2 Contract Data

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Employer

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Witness 2



Clause	Addition or Variation to Standard Conditions of Tender
	Part C1.3 Form of Guarantee Part C1.4 Ministerial Determination Part C1.5 Health & Safety Specifications by Employer Part C2 Pricing Data Part C2.1 Pricing Instructions Part C2.2 Bill of Quantities Part C2.3 Summary of Bill of Quantities Part C3 Scope of Work Part C3.1 Description of the Works Part C3.2 Engineering Part C3.3 Procurement Part C3.4 Construction Part C3.5 Specifications Part C4 Site Information Part C4.1 Scope of Site Information Part C4.2 Subsoil Investigation Part C4.3 Existing Services Part C5 Annexures The following publications form part of the contract documents but is not supplied by the employer. VOLUME 2: GENERAL CONDITIONS OF CONTRACT The General Conditions of Contract for Construction Works, 3rd Edition (2015), as published by the South African Institution of Civil Engineering. This document is available at the Contractor's expense from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685. VOLUME 3: SANS The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards North Africa (a division of SABS) in Pretoria. SANS 10396: 2003: Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures SANS 1914 – 1 to 6 (2002): Targeted Construction Procurement SANS 1921 – 1 (2004): Construction and Management Requirements for Works Contracts SANS 1921 – 2 (2004): Construction and Management Requirements for Works Contracts Volume 1 is deemed the "Returnable Documents" which must be returned to the Employer in terms of submitting a tender offer. Volume 2 and 3 may also be inspected, by appointment, at the offices of the Employers Agent during office hours.
1.3.2	<i>Replace the item with the following:</i>

Contractor

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Witness 2

Employer

Witness 1

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Clause	Addition or Variation to Standard Conditions of Tender
	The Standard Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules which are required for tender evaluation purposes, shall also form part of the Contract arising from the invitation to tender.
2.	Tenderer's Obligations
2.1	<i>Add the following:</i> Only those tenderers who are registered with the CIDB, 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, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a CE class of construction work are eligible to have their tenders evaluated. For the sake of clarity and subject to satisfactory proof of a tenderer's ability to perform the work specified at the tendered value, the Employer requires the tenderer to have a 2CEPE/2GBPE or HIGHER CIDB rating. Joint Ventures are eligible to submit tenders provided that: (a) every member of the joint venture is registered with the CIDB; (b) the lead partner has a contractor grading designation of 2CEPE/2GBPE or HIGHER; and (c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is one category higher than a contractor grading designation determined in accordance with the sum tendered for a CE class of construction work.
2.2	<i>Add the following:</i> Accept that failing the submission of a bona fide tender, a Tenderer shall forfeit his tender deposit (if he fails to return a complete set of documents prior to the closing time for the submission of tender offers. Accept that on submission of a bona fide tender or return of the documents as required above, a Tenderer shall receive his tender deposit within three (3) months of the closing of tenders, if the deposit is refundable. Accept that the Employer will not compensate the Tenderer for any costs incurred in attending interviews in the office of the Employer or the Employer's Agent (if required). Accept that the Employer will not compensate the tenderer for any cost incurred in supplying additional information or samples for consideration as part of the tender process.
2.3	<i>Add the following:</i> A compulsory site visit and clarification meeting will be held as follows: Refer to Tender Notice and Invitation to Tender (Section T1.1 of the document). Confirmation of attendance will be recorded, on site, in the Site Inspection Certificate included in Section T2.2.10 of the Document. Tender documents will not be made available at the site visit or clarification meeting. Details relating to the collection of tender documents are indicated in the Tender Notice and Invitation to Tender (Section T1.1 of the document).
2.4	<i>Replace the item with the following:</i> Request clarification of the tender documents, if necessary, by notifying the Employer's official or the Employer's agent indicated in the tender notice and invitation to tender (section T1.1) in writing at least ten working days before the closing time stated in clause 2.15.

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Clause	Addition or Variation to Standard Conditions of Tender
2.9	<i>Replace the item with the following:</i> Contractor to provide insurance cover.
2.10.5	<i>Add the following new clause to Item 2.10:</i> A digital copy of the Bill of Quantities in spreadsheet format may be obtained from the Employer's official or the Employer's agent indicated in the tender notice and invitation to tender (section T1.1) upon sufficient notice.
2.11	<i>Add the following:</i> To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry.
2.12.1	<i>Add the following:</i> All alternative tender offers shall be referred to in Section T2.2.19 – Alterations to Tender.
2.12.2	<i>Add the following:</i> Should the Tenderer wish to offer alternative designs and/or construction materials, he shall include with this Tender full detail thereof, including a complete bill of quantities, formal design calculations, and full details of all alternative components proposed to be included in the Works. Failure to properly comply with this clause, thereby preventing the Employer and/or the Engineer to properly assess the full implications of the alternative tender, is likely to disqualify the alternative offered from further consideration. No submission by the Contractor after award for additional payment or time for completion of Works relating to the alternative offer will be considered, the tendered rates submitted shall be considered to reflect the full and final cost implications of the alternative offer.
2.13	<i>Add the following:</i> No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.
2.13.2	<i>Replace the item with the following:</i> Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink. All volumes are to be left intact in their original formats and no pages shall be removed or re-arranged.
2.13.3	<i>Add the following:</i> No copies of the tender offer are required.
2.13.4	<i>Add the following:</i> Only authorised signatories may sign the original and all copies of the tender offer where required in terms of 2.13.3.

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Clause	Addition or Variation to Standard Conditions of Tender
2.13.5	<i>Add the following:</i> The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Tender box location: LEKWA LOCAL MUNICIPALITY MAIN OFFICE Physical address: Cnr. Dr Beyers Naude & Mbonani Mayisela Streets, Standerton 2430 Identification details: BID NO: DTS 1/2023/2024 INSTALLATION OF NEW VIP TOILETS The name and address of the tenderer shall be entered on the back of the envelope.
2.13.6	<i>Add the following:</i> A two-envelope procedure will NOT be followed.
2.13.10	<i>Add the following new clause to Item 2.13:</i> Accept that all conditions, which are printed or written upon any stationery used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.
2.14	<i>Add the following:</i> The Tenderer is required to enter information in the following sections of the document: Part T2.1 : MBD Forms Part T2.2 : Returnable Documents Part T2.3 : Returnable Schedules Part T2.4 : Checklist Part C1.1 : Form of Offer and Acceptance Part C1.2 : Contract Data (Part 2) Part C2.2 : Bill of Quantities Part C2.3 : Summary of Bill of Quantities The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer. The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer. Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in clause 2.23 shall result in a tender offer being regarded as non-responsive. The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer. <u>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works</u>

Contractor

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Employer

Witness 1

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Clause	Addition or Variation to Standard Conditions of Tender
	timeously, safely and with satisfactory quality, and furnish details in section T2 of contracts of a similar nature and magnitude which they have successfully executed in the past. Accept that the Employer is restricted in accordance with clause 4(4) of the Construction Regulations, 2003, to only appoint a contractor whom he is satisfied has the <u>necessary competencies and resources</u> to carry out the work safely.
2.15.1	<i>Add the following:</i> The closing time and location for the submission of tender offers are: Closing date and time: 23 May 2023 at 12h00 Location: Lekwa Local Municipality main building, Cnr. Dr Beyers Naude & Mbonani Mayisela Streets, Standerton, 2430
2.16.1	<i>Add the following:</i> The tender offer validity period is 90 days. If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.
2.16.3	<i>Add the following:</i> Accept that should the Tenderer unilaterally withdraw his tender during this period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed.
2.18.3	<i>Add the following new clause:</i> Accept that if requested, the Tenderer shall within 7 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1)(d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition. Accept that the Employer or his agent, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining the whether required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture.
2.22	<i>Replace the item with the following:</i> Return all retained tender documents prior to the closing time for the submission of Tender Offers.
2.23	<i>Add the following:</i>

Contractor

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Employer

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Witness 2



Clause	Addition or Variation to Standard Conditions of Tender
	The following certificates/information are to be provided with the tender offer: (a) Sars Tax pin (b) CSD Registration to show compliance on tax status. (c) Copy of Certificate of Incorporation (if tenderer is a Company) (d) Certified copy of Identity Document (if tenderer is a One-man concern), (e) Joint venture agreement (if the tenderer is a joint venture). (f) Proof of CIDB Registration. Of minimum 2CEPE/2GBPE. (g) 'Valid Municipal account not older than 60 days and not in arrears or a copy of a valid lease agreement if renting/leasing. (h) Previously successfully completed completion certificates
3.	The Employers Undertakings
3.1.	<i>Replace the item with the following:</i> Respond to a request for clarification received up to ten working days before the Tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents within seven working days of the same date.
3.2	<i>Add the following:</i> The time and location for opening of the tender offers are: Date and time 25 May 2023 at 12h00 Location: Tender Box at the Main Offices Lekwa Local Municipality Cnr. Dr Beyers Naude & Mbonani Mayisela Streets, Standerton, 2430
e	<i>Replace the item with the following:</i> A two-envelope procedure will NOT be followed.
3.4	<i>Add the following new sub item to Item 3.8:</i> Functionality Criteria The below table will be evaluated and adjudicated on basis of information provided, the bidders is required to score a minimum of 45 Points to be considered to the next stage of evaluation.

Contractor

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Employer

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Clause		Addition or Variation to Standard Conditions of Tender		
	Evaluation Description		Minimum Points to be scored	Maximum points to be scored
	2.3.1	Qualification and experience of Site Manager and Site Foreman		35
	2.3.2	Similar type and size of projects successfully completed by the company		30
	2.3.3	Health and Safety Officer		10
		Total	45	75
	Bidders required to score a minimum points of 45. Bidders will be disqualified if they fail to meet the minimum points.			

Contractor

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Witness 2

Employer

Witness 1

Witness 2



Clause	Addition or Variation to Standard Conditions of Tender			
	The functionality criteria are as listed in the table below:			
	Criteria	Evaluation Indicators	Points Allocated	Weight
	Qualification and experience of Contract Manager and Site Manager	Points will be scored on the following basis: Contracts Manager National Diploma (Civil Engineering) 5 years plus Experience Diploma: Between 2 years to less than 5 years' Experience Site Manager Diploma (Civil Engineering) plus 5 years plus experience Site Foreman National certificate (Civil engineering): Between 2 years to 5 years' Experience	20 10 10 5	35
	Number of similar type and size of projects successfully completed by the company	Successful completion of a similar type and size of project by the company (Attach proof in Annexure J) Appointment plus reference letter for the completion certificate	Number of SIMILAR related Projects for successfully completed by the Company: 0 projects = 0 Points (No points) 1 project = 10 Points 2 projects = 20 Points 3 projects = 30 Points	30
	Health and Safety Officer	CV and Certified copy SAMTRAC Certificate (Minimum) No certificate attached will not score any points.	Minimum Two (2) years of experience	10
	TOTAL			75
Description		Special Conditions		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Addition or Variation to Standard Conditions of Tender	
	Site Foreman	Site Foreman will be required to spend 100% of his time on site
	The Tenderer must comply with the minimum requirements in accordance with the Functionality Criteria table above and must obtain at least 45 points under the Points Allocation of the Functionality Criteria to qualify.	
3.9	<i>Replace the item with the following:</i> Check responsive tender offers for arithmetical errors. Correcting arithmetical errors in the following manner: (a) If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line item total shall be corrected. (b) Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the corrected total of the prices shall govern. (c) Where there is a discrepancy between the amount indicated in the Tenderer's tender offer and the corrected amount obtained after completing the above steps, the corrected amount shall govern. Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.	
3.11.3	<i>Add the following:</i> Up to 20 tender evaluation points may be awarded to tenderers for suitable B-BBEE certification of Status Level of contributor and who are found to be eligible for the preference claimed. Unless stated otherwise, and where not in conflict with this Tender Data, the Preferential Procurement Regulations of the Lekwa Local Municipality bound in this document as Part T1.4, shall also apply. Only tenders that pass the eligibility criteria shall be evaluated. Evaluation shall be done in terms of Method 2 (Functionality, Price and Preferences).	
3.12	<i>Replace the item with the following:</i> If requested by any Tenderer, submit for the Tenderers' information the policies or certificates of insurance (or both) which the conditions of contract identified in the Contract Data require the Employer to provide.	
3.13.	<i>Add the following new sub item to Item 3.13:</i> A Tender offer will only be accepted on condition that such acceptance is not prohibited in terms of the Municipal Supply Chain Management Regulations published in terms of the Municipal Finance Management Act, 2003.	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Addition or Variation to Standard Conditions of Tender
3.16	<i>Replace the item with the following:</i> Notice of non-acceptance of tender will not be sent to individual unsuccessful tenderers. Particulars of the accepted tender can be obtained from the Engineer.
3.17	<i>Add the following:</i> The successful tenderer shall receive one copy of the signed contract.

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



LEKWA LOCAL MUNICIPALITY
INSTALLATION OF VIP TOILETS

PORTION 1: TENDER

PART T1: TENDERING PROCEDURES

PART T1.3: STANDARD CONDITIONS OF TENDER

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



LEKWA LOCAL MUNICIPALITY

INSTALLATION OF VIP TOILETS

PART T1.3: STANDARD CONDITIONS OF TENDER

The Standard Conditions of Tender that shall govern, shall be the Standard Conditions of Tender as published in Annexure F of the CIDB Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015 and supplemented by the Tender Data in Part T1.2.

The complete extract entitled "Annex F" is bound hereafter into this volume, and may not have been edited where found in electronic format by any tender document compiler or tenderer. However, where differences between the original published edition and the edition bound in this document are evident, the original published edition shall govern.

Annex F (normative)

Standard Conditions of Tender

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.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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 fulfill 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;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **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 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be 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 Cancellation and Re-Invitation of Tenders

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F1.5.1 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.

F1.5.2 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.

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

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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 complies 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

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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.

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.

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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.

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

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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 and policies

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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.

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

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

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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 B-BBEE 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 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 B-BBEE 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.

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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.

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.

F3.9.2 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.

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.

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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:

- 1) Score tender evaluation points for price
- 2) Score points for specific points.
- 3) Add the points scored for price and specific points.

F.3.11.3 Method 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.

The 80/20 preference point system for acquisition of services, works or goods up to Rand value up to R50 million

- 4)(a) (i) The following formula must be used to calculate the points for price in respect of tenders(including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):

$$Ps=80 \left(1- \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for comparative price of tender or offer under consideration; *Pt* = Comparative price of tender or offer under consideration; and *Pmin* = Comparative price of lowest acceptable tender or offer.

- (4)(a) (ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:

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- (4)(b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining specific points in accordance with the table below:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Previously disadvantaged individuals	4	
Women	4	
Disabled	4	
Youth	4	
Local Labour	4	

- (4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)
- (4)(d) The points scored by tender in respect of specific points contemplated in contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).
- (4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.7 Scoring Price

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

$$NFO = W1 \times A$$

where: *NFO* is the number of tender evaluation points awarded for price.

W1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

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

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

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

F.3.11.8 Scoring preferences

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

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

F.3.11.9 Scoring functionality

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data.

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

$$NQ = W2 \times SO / MS$$

where: *SO* is the score for quality allocated to the submission under consideration;
MS is the maximum possible score for quality in respect of a submission;
and *W2* is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

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- capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

F3.19 Transparency in the procurement process

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- F3.19.1** The CIDB prescripts require that tenders must be advertised and be registered on the CIDB i.Tender system.
- F3.19.2** The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.
- F3.19.3** The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.
- F3.19.4** The client must publish the information on a quarterly basis which contains the following information:
- o Procurement planning process
 - o Procurement method and evaluation process
 - o Contract type
 - o Contract status
 - o Number of firms tendering
 - o Cost estimate
 - o Contract title
 - o Contract firm(s)
 - o Contract price
 - o Contract scope of work
 - o Contract start date and duration
 - o Contract evaluation reports
- F3.19.5** The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.
- F3.19.6** Consultative Forum must be an independent structure from the bid committees.
- F3.19.7** 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.

END OF SECTION

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LEKWA LOCAL MUNICIPALITY
INSTALLATION OF VIP TOILETS

PORTION 1: TENDER
PART T2: RETURNABLE DOCUMENTS AND SCHEDULES

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LEKWA LOCAL MUNICIPALITY
INSTALLATION OF VIP TOILETS

PORTION 1: TENDER

PART T2: RETURNABLE DOCUMENTS AND SCHEDULES

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LEKWA LOCAL MUNICIPALITY
INSTALLATION OF VIP TOILETS

PORTION 1: TENDER
PART T2: RETURNABLE DOCUMENTS AND SCHEDULES
PART T2.1: MBD FORMS

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MBD FORMS CHECKLIST

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| ☐ | MBD 2: TAX CLEARANCE CERTIFICATE REQUIREMENTS |
| ☐ | MBD 3.1: PRICING SCHEDULE FIRM PRICES (PURCHASES) |
| ☐ | MBD 4: DECLARATION OF INTEREST |
| ☐ | MBD 5: DECLARATION FOR PROCUREMENT ABOVE 10 MILLION |
| ☐ | MBD 6.1: PREFERENCE POINTS CLAIM FORM |
| ☐ | MBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS |
| ☐ | MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES |
| ☐ | MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION |



**MBD1
PART A**

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LEKWA LOCAL MUNICIPALITY					
BID NUMBER:	DTS 1/2023/2024	CLOSING DATE:	23 May 2023	CLOSING TIME:	12H00
DESCRIPTION	INSTALLATION OF VIP TOILETS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS					
Lekwa Local Municipality, Cnr. Dr Beyers Naude & Mbonani Mayisela Streets, Standerton 2430.					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			SCM UNIT		
DEPARTMENT	SCM UNIT		CONTACT PERSON		
CONTACT PERSON	Mr Bilaal Cajee (SCM Official)		TELEPHONE NUMBER		
TELEPHONE NUMBER	082 303 7516		FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS	bcajee@lekwalml.gov.za				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**MBD1
PART B**

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

CSD registration report to reflect compliant tax status .

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MBD 3.1

PRICING SCHEDULE – FIRM PRICES

DESCRIPTION	QUANTITY	AMOUNT
COMPANY STAMP		
	SUB-TOTAL	
	VAT (15%)	
	TOTAL	

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

CONDITIONS OF TENDER

- Price(s) quoted must be valid for at least ninety (90) days from date of offer for evaluation purposes.
- Price(s) quoted must be firm and include VAT
- Tenderers original valid tax clearance certificate must be attached.
- Tender original or certified B-BBEE Certificate must be attached to the document
- Tender documents signed by a person who does not have authority to sign will be disqualified.
- Tenderers who did not complete the compulsory questionnaire, who abuse the employer's supply chain management system will not be conceded
- Non-collusion affidavit to be executed by bidder and submitted with the bid.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MBD4

DECLARATION OF INTEREST (must be completed) (circle appropriate)

1. No bid will be accepted from persons in the service of the state. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with this document.**

2.1 Full Name of Supplier or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means – member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces
- (iv) a member of the board of directors of any municipal entity;
- (v) an official of any municipality or municipal entity
- (vi) 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);
- (vii) a member of the accounting authority of any national or provincial public entity; or
- (viii) an employee of Parliament or a provincial legislature.

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

- 2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Portion 1: Tender

Part T2: Returnable Documents and Schedules

connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:
.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:
.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.
.....
.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.
.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



of the company have any interest in any other related companies
whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

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

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE MUNICIPALITY MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF
THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MBD 5

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

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

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

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

.....

.....

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

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

2.2 If yes, provide particulars.

.....

.....

.....

.....

* Delete if not applicable

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

3.1 If yes, furnish particulars

.....
.....

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

4.1 If yes, furnish particulars

.....
.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.2.1. POINTS AWARDED FOR PRICE

$$P_S = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } P_S = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

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

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.



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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Previously disadvantaged individuals	2	4		
Women	2	4		
Disabled	2	4		
Youth	2	4		
Local Labour	2	4		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

1.1. Preferential Procurement Regulations, 2022

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

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

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

Description of services, works or goods Stipulated minimum threshold

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

(Tick applicable box)

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2



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

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

IN RESPECT OF BID NO.

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

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Annex C

Local Content Declaration - Summary Schedule

(C1)

Tender No.

(C2)

Tender description:

(C3)

Designated product(s)

(C4)

Tender Authority:

(C5)

Tendering Entity name:

(C6)

Tender Exchange Rate:

(C7)

Specified local content %

Pula
a

EU

GBP

Note: VAT to be excluded from all calculations

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

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)
(C20) Total tender value	R		
	(C21) Total Exempt imported content	R	
	(C22) Total Tender value net of exempt imported content	R	
	(C23) Total Imported content		R
	(C24) Total local content		R
	(C25) Average local content % of tender		

Signature of tenderer from Annex B

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.

(D2) Tender description:

(D3) Designated Products:

(D4) Tender Authority:

(D5) Tendering Entity name:

(D6) Tender Exchange Rate:

Pula

EU

R

GBP

R

Note: VAT to be excluded from all calculations

A. Exempted imported content

A. Exempted imported content				Calculation of imported content					
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)

Summary	
Tender Qty	Exempted imported value
(D17)	(D18)

(D19) Total exempt imported value

R

This total must correspond with Annex C - C 21

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



B. Imported directly by the Tenderer					Calculation of imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT		Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)		(D30)	(D31)
										(D32)Total imported value by tenderer		
										R		

C. Imported by a 3rd party and supplied to the Tenderer					Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT		Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)		(D43)	(D44)
										(D45) Total imported value by 3rd party		
										R		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



D. Other foreign currency payments			Calculation of foreign currency payments		Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange		Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)		(D51)
Signature of tenderer from Annex B Date:					(D52) Total of foreign currency payments declared by tenderer and/or 3rd party	
					(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above	R

This total must correspond with Annex C - C 23

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



SATS 1286.2011

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)

Tender No.

(E2)

Tender description:

(E3)

Designated products:

(E4)

Tender Authority:

(E5)

Tendering Entity name:

Note: VAT to be excluded from all calculations

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

(E10)

Manpower costs

(Tenderer's manpower cost)

R

(E11)

Factory overheads

(Rental, depreciation & amortisation, utility costs, consumables etc.)

R

(E12)

Administration overheads and mark-up

(Marketing, insurance, financing, interest etc.)

R

(E13) Total local content

R

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	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 ☐
4.7.1	If so, furnish particulars:		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



- 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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:

LEKWA LOCAL MUNICIPALITY

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

I certify, on behalf of: _____ that:

(Name of 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;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- (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

MBD 9

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.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MBD 9

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

Js9141w 4

LEKWA LOCAL MUNICIPALITY
INSTALLATION OF VIP TOILETS

PORTION 1: TENDER

PART T2: RETURNABLE DOCUMENTS AND SCHEDULES

PART T2.2: RETURNABLE DOCUMENTS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



LEKWA LOCAL MUNICIPALITY

INSTALLATION OF VIP TOILETS

PART T2.2: RETURNABLE DOCUMENTS

The tenderer must complete **VOLUME 1: TENDER DOCUMENT** in its entirety.

The documents and schedules the tenderer shall submit with the tender shall include, but not be limited to those set out below.

Mandatory documents required for tender evaluation purposes:

- A: CSD Registration to show compliance on tax status. Tax status to be compliant at date of appointment and duration of the contract.
- B: Valid SARS Tax Compliance Status Pin issued letter
- C: Copy of Certificate of Incorporation (if tenderer is a Company)
- D: Certified copy of Identity Document (Director/s)
- E: Joint Venture Agreement (if the tenderer is a joint venture. Companies on the joint venture must submit all required documents)
- F: Copy of CIDB Registration Certificate
- G: Valid Municipal account not older than 60 days and not in arrears or a copy of a valid lease agreement if renting/leasing.
- H Letter of authority signed on letterhead.
- I. Letter of good standing.
- J. Signed declaration of interest (See Part T2.1-9 Form BD 4)
- K. Compulsory attendance to briefing session.

Other documents required for evaluation:

- M: Previously Successfully Completed Projects: Copies of Appointment letters & Completion Certificates
- N: Certified copies of qualifications of all supervisory and safety personnel.
- A: **CSD REGISTRATION AND TO SHOW COMPLIANCE ON TAX STATUS. TAX STATUS TO BE COMPLIANT AT DATE OF APPOINTMENT AND DURATION OF THE CONTRACT.**

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



Attach CSD Registration

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



B: VALID SARS TAX COMPLIANCE STATUS PIN ISSUED LETTER

**Attach Valid SARS Tax Compliance
Status Pin Issued Letter**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C: CERTIFIED COPY OF CERTIFICATE OF INCORPORATION (if tenderer is a company)

Attach Certificate

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



D: CERTIFIED COPY OF IDENTITY DOCUMENT/s (Director/s)

Attach certified copy of ID/s

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



E: JOINT VENTURE AGREEMENT (if the tenderer is a joint venture. Companies on the joint venture must submit all required documents)

Attach Agreement

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Note to tenderer:

In the event of the tenderer being a joint venture/consortium the following details of the individual members must also be provided after award of Contract.

The tenderer shall provide the following details of this insurance cover:

1. Name of Tenderer:
2. Period of Validity:
3. Value of Insurance:
 - (a) Insurance for Works and Contractor's Equipment:
Company:
Value:
 - (b) Insurance for Contractor's Personnel:
Company:
Value:
 - (c) General Public Liability:
Company:
Value:
 - (d) South African Special Risks Insurance Association (SASRIA):
Company:
Value:

Tenderer (Authorised Signatory Signature):

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



F: COPY OF CIDB REGISTRATION CERTIFICATE

Attach Certificate

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



G: VALID MUNICIPAL ACCOUNT NOT OLDER THAN 60 DAYS AND NOT IN ARREARS OR A COPY OF A VALID LEASE AGREEMENT IF RENTING/LEASING.

Attach valid Municipal Account
or
Valid renting/lease agreement

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



H: LETTER OF AUTHORITY SIGNED ON LETTERHEAD

Attach Letter of Authority

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



I: LETTER OF GOOD STANDING

Attach Letter of good standing

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



J. SIGNED DECLARATION OF INTEREST

(See Part T2.1-9 Form MBD 4)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



K. COMPULSORY ATTENDANCE TO BRIEFING SESSION.

COMPULSORY BRIEFING SESSION ATTENDANCE CERTIFICATE

Tender No.	Tender Description	Compulsory briefing date time	Briefing Venue
DTS 1/2023/2024	INSTALLATION OF VIP TOILETS	04 May 2023 @ 12h00	Town Hall, cnr. Dr Beyers Naude & Mbonani Mayisela Str, Standerton

This is to certify that, I	
representing	
in the company of	
attended the clarification meeting and site visit on	
I have made myself familiar with all conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the clarification meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract. I/we acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the matters incidental to doing the work specified in the tender documents in order for me/us to take account of everything necessary when compiling our rates and prices included in the tender.	

NAME OF REPRESENTATIVE	SIGNATURE	DATE

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

NAME OF MUNICIPAL REPRESENTATIVE	SIGNATURE	DATE

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



L: CERTIFICATE OF TENDERER'S CERTIFIED B-BBEE STATUS LEVEL OF CONTRIBUTOR

Notes to tenderer:

1. The tenderer shall attach to this form a BEE Verification Certificate in accordance with the Construction Sector Codes of Practice promulgated in Gazette 32305 on 5 June 2009 (see F.3.11.8 of the tender data).
2. In the event of a Joint Venture (JV), a consolidated BEE Verification Certificate in the name of the JV shall be attached.
3. The attached Verification Certificate and the associated Assessment Report shall identify:
 - (a) The name and domicilium citandi et executandi of the tenderer.
 - (b) The registration and VAT number of the tenderer.
 - (c) The dates of granting of the BBBEE score and the period of validity.
 - (d) The expiry date of the Verification Certificate.
 - (e) A unique identification number.
 - (f) The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer.
 - (g) The name and/or mark/logo of the BEE Verification Agency.
 - (h) The category (GENERIC, QSE, Exempt) in which the tenderer has been measured.
 - (i) The broad-based BEE status level.
 - (j) The SANAS logo on the Verification Certificate once verification agencies have been accredited.
 - (k) The BBBEE procurement recognition level.
 - (l) The score achieved per BEE element.
 - (m) The % black shareholding.
 - (n) The % black women shareholding.
 - (o) The % black persons with disabilities
 - (p) The value added status of the tenderer.
4. The Employer will not be responsible to acquire data that it needs for its own reporting systems and which may not form part of a Verification Agency's standard certificate format. The tenderer, at its own cost, must acquire any missing specified data listed in 3 above from its selected Verification Agency and have it recorded on the certificate. Alternatively, such missing data must be supplied separately, but certified as correct by the same Verification Agency and also attached to this form. Failure to abide by this requirement will result in such a tenderer scoring zero preference.

Attach Certificate

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**M: PREVIOUSLY SUCCESSFULLY COMPLETED PROJECTS:
CERTIFIED APPOINTMENT LETTERS & COMPLETION CERTIFICATES**

Attach certified Appointment
letters & Completion
Certificates

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



N: CERTIFIED COPIES OF QUALIFICATIONS OF ALL SUPERVISORY AND SAFETY PERSONNEL AS WELL AS ACCOMPANYING CVs.

Attach Curriculum Vitae
+
Certified Certificates

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



O: SUBMIT PROOF OF PLAN AND EQUIPMENT (IF OWNING OR RENTING/LEASING)

Attach colour photos & proof of
ownership (if owning)

Or

Letter from rental company
confirming availability of plant
(if renting/leasing)

END OF SECTION

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



LEKWA LOCAL MUNICIPALITY
INSTALLATION OF VIP TOILETS

PORTION 1: TENDER

PART T2: RETURNABLE DOCUMENTS AND SCHEDULES

PART T2.3: RETURNABLE SCHEDULES

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



LEKWA LOCAL MUNICIPALITY

INSTALLATION OF VIP TOILES.

PART T2.3: RETURNABLE SCHEDULES

The tenderer must complete the following returnable schedules.

The documents and schedules the tenderer shall submit with the tender shall include, but not be limited to those set out below.

Documents that will become part of the Contract:

INDEX		
Section	Description	Page No
T2.3.1	Alterations by Tenderer	T2.3-3
T2.3.2	Works Previously Executed	T2.3-4
T2.3.3	Present Commitments	T2.3-5
T2.3.4	Supervisory and Safety Personnel	T2.3-6
T2.3.5	Contract Participation Goal (CPG) Schedule	T2.3-7
T2.3.6	Labour Utilisation	T2.3-9
T2.3.7	Compliance with OHSA (Act 85 of 1993).....	T2.3-12
T2.3.8	Plant and Equipment	T2.3-13
T2.3.9	Sub-contractors	T2.3-14
T2.3.10	Site Inspection Certificate	T2.3-15
T2.3.11	Authority of Signatory	T2.3-16
T2.3.12	Prospective tenders registration form/Change of registration form	T2.3-17
T2.3.13	Joint Venture Agreement	T2.3-19
T2.3.14	Affidavit	T2.3-21
T2.3.15	Declaration of Interest.....	T2.3-22
T2.3.16	Banking Details	T2.3-23

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.3.1: ALTERATIONS BY TENDERER

Should the Tenderer desire to make any departures from or modifications to the General or Special Conditions of Contract, the Specifications, the Schedule of Quantities or the Drawings, or to qualify his/her tender in any way, he/she shall set out his/her proposals clearly hereunder or alternatively state them in a covering letter attached to his tender and referred to hereunder, failing which the tender will be deemed to be unqualified.

Page	Clause or Item

SIGNATURE OF TENDERER: DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.3.2: WORKS PREVIOUSLY EXECUTED

The following is a statement of major works successfully executed by myself/ourselves in recent years:

Employer	Engineer *	Nature of Works	Value of Works	Duration and Completion Date

Failure to detail the required information, shall signify that the tender is submitted by an inexperienced tenderer.

SIGNATURE OF TENDERER: DATE:

* State firm, contact person and telephone number.

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



T2.3.3: PRESENT COMMITMENTS

Employer	Consulting Engineer *	Nature of Works	Value of Works	Duration and Completion Date

SIGNATURE OF TENDERER: DATE:

* State firm, contact person and telephone number.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



T2.3.4: SUPERVISORY AND SAFETY PERSONNEL

PREVIOUS EXPERIENCE ON WORKS OF A SIMILAR NATURE DURING THE LAST FIVE YEARS

Name	% Time on Site	Position (Current)	Service (Years)	Name of Project And year executed	Value of Works	Position Occupied
Site Manager						
Contractor's Foremen						
Construction Health and Safety Officer						

Tenderers shall indicate the percentage of working time these persons will be engaged on site. Tenderers are required to provide copies of curriculum vitas of all supervisory and safety personnel.

SIGNATURE OF TENDERER:

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.3.5: CONTRACT PARTICIPATION GOAL (CPG) SCHEDULE: PARTICIPATION OF TARGETED LABOUR

1. DEFINITIONS

The following definitions shall apply to this schedule:

1.1 Targeted labour

Individuals, employed by the Contractor or approved SMME/ABE subcontractors in the performance of the contract, who are defined as the target group in the contract and who permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area.

1.2 Target Group

For this project the contract does not specify the target group based on gender, age or disability. However, specifically excluded from the Target Group is the Contractor's own staff, unless such staff are also from the Target Area.

1.3 Target Area

The target area is defined as the area resorting under the Mangaung Metro Areas, in which the project is located.

2. CONDITIONS ASSOCIATED WITH THE GRANTING OF CPG CREDITS

The Tenderer, undertakes to:

- (1) engage Targeted Labour in accordance with the provisions of the SANS 1914-5 as varied in Section 3 hereunder;
- (2) accept the sanctions set out in Section 4 below should such conditions be breached; and
- (3) complete the Tendered Contract Participation Goal contained in section 5 of this schedule.

3. VARIATIONS TO THE TARGETED CONSTRUCTION PROCUREMENT SPECIFICATION SANS 1914-5

The variations to SANS 1914-5 are set out below. Should any requirements of the variations conflict with requirements of SANS 1914-5, the requirements of the variations shall prevail:

- 3 Requirements
- 3.1 Contract participation goal

ADD THE FOLLOWING TO 3.1.1:

"Targeted labour shall be engaged in the performance of the contract to the value of% (insert %) of the Net Amount as defined in 2.6 of SANS 1914-5."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



4. SANCTIONS

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = \frac{1.0 \times (D - D_0)}{(100)} \times N_A$$

where:

- D = tendered Contract Participation Goal percentage
- D₀ = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the Contract
- N_A = Net Amount (Actual contract expenditure, excluding VAT)
- P = Rand value of penalty payable.

5. TENDERED CONTRACT PARTICIPATION GOAL (minimum set-aside on this contract is 7.5%)

I/we hereby tender a Contract Participation Goal of% for the Participation of Targeted Labour.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the tenderer, confirms that he/she understands the conditions under which such Contract Participation Goal is approved and confirms that the tender satisfies the conditions pertaining to the Contract Participation Goal for the Participation of Targeted Enterprises.

SIGNATURE: NAME:

DULY AUTHORISED TO SIGN ON BEHALF OF CONTRACTOR:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.3.6: LABOUR UTILISATION

Labour Categories - Definitions

NOTE: These definitions serve as a guideline to complete the following table and will in no respect alter the Project Specifications or Standardised Specifications.

1. General Foreman/Foreman

An employee who gives out work to and directly co-ordinates and supervises employees. His/her duties encompass any one or more of the following activities:

- (a) Supervision
- (b) Maintaining discipline
- (c) Ensuring safety on the workplace
- (d) Being responsible to the Contractor for efficiency and production for his/her portion of the works
- (e) Performing skilled work, whether in an instructional capacity or otherwise.

2. Charge hand

An employee engaged in any one or more of the following activities:

- (a) Being primarily employed in a supervisory capacity, but who may also be doing the work of an artisan
- (b) Giving out work to other employees under his/her control and supervision
- (c) Ensuring safety on the workplace
- (d) Maintaining discipline
- (e) Being directly responsible to a general foreman or foreman or the Contractor or the Contractor's representative for efficiency and production for his/her portion of the works.

3. Artisan

An employee who has successfully completed all prescribed courses at a practical institutional training centre for a particular trade and who has successfully completed the on-site period of training as prescribed and who has successfully passed the prescribed trade tests.

4. Team Leader

An employee engaged in any one or more of the following activities:

- (a) Being employed in a supervisory capacity, but who may also be doing the work of a skilled person
- (b) Giving out work to other employees under his control and supervision
- (c) Maintaining discipline

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- (d) Being directly responsible to a Charge hand or a foreman or a general foreman or the employer's authorised representative for efficiency and production for his portion of the works.

5. Skilled Employee

An employee engaged in an ancillary trade or an assistant artisan.

6. Semi-Skilled Employee

An employee with any specified skills, an apprentice or a trainee-artisan.

7. Unskilled Employee

An employee engaged on any task or operation not specified above.

8. Imported Employee

Personnel permanently employed by Contractor.

9. Local Employee

Temporary workforce employed through Labour Desk.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MAN DAYS

Categories	No. of Man Days	
	Imported	Local
1. Contracts Manager		
2. Site Agent		
3. Foreman/Supervisors (specify type)		
3.1		
3.2		
3.3		
4. Safety Inspectors (specify type)		
4.1		
4.2		
5. Charge hands		
6. Artisans		
7. Operators/Drivers		
8. Clerks/Storeman		
9. Team Leader		
10. Skilled Labour		
11. Semi-skilled Labour		
12. Unskilled Labour		

SIGNATURE OF TENDERER: DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.3.7: COMPLIANCE WITH OHSA (ACT 85 OF 1993)

Tenderers are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

1. Is the Contractor familiar with the OHSA (ACT 85 OF 1993) and its Regulations? YES / NO
2. Who will prepare the Contractors Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).
.....
3. Does the Contractor have a health and safety policy? (If yes, provide a copy). YES / NO
How is this policy communicated to all employees?
.....
4. Does the Contractor keep records of safety aspects of each construction site? YES / NO
If yes, what records are kept?
.....
5. Does the Contractor conduct monthly safety meetings? If yes, who is the YES / NO
chairperson of the meeting, and who attends these meetings?
.....
6. Does the Contractor have a safety officer in his employment, responsible for the YES / NO
overall safety of his company?
If yes, please explain his duties and provide a copy of his CV.
.....
.....
7. Does the Contractor have trained first aid employees? If yes, indicate who. YES / NO
.....
8. Does the Contractor have a safety induction training programme in place? YES / NO
(If yes, provide a copy).

SIGNATURE OF TENDERER: DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.3.8: PLANT AND EQUIPMENT

1. Major Plant and Equipment available for this Contract:

Quantity	Size, Description, Capacity, etc

2. Major Plant and Equipment that will be acquired for this contract if my/our tender is accepted:

Quantity	Size, Description, Capacity, etc

SIGNATURE OF TENDERER: DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.3.9: SUB-CONTRACTORS

The tenderer shall list below any subcontractors he/she intends to employ to carry out part(s) of the Works.

The acceptance of this tender shall not be construed as being approval of all or any of the listed subcontractors. Should any or all of the subcontractors be not approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding in the event of a subcontractor not listed below being approved by the Employer.

Company	Portion of Contract	Approx. Value

SIGNATURE OF TENDERER: DATE:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



T2.3.10: SITE INSPECTION CERTIFICATE

As required by Clause 2.7 of the Tender Data, I/we certify that I/we have visited the site of the Works and attended the compulsory site visit and clarification meeting on the date certified below.

I/we further certify that I am/we are satisfied with the description of the Work and the explanations given by the Engineer at the site visit and clarification meeting.

SIGNATURE OF TENDERER: DATE:

Site Visit

This will certify that

Representing

Attended a Site Inspection for this Contract on 20.....

FOR THE ENGINEER: (signed)

NB. Please note that the attendance register will be used to double check the tenderer attendance.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.3.11 AUTHORITY OF SIGNATORY

With reference to Clause 2.13.4 of the Tender Data, Part T1.1, I/we herewith certify that this tender is submitted by: *(Mark applicable block)*

- (a) A company, and attach hereto a certified copy of the required resolution of the Board of Directors ☐
- (b) A partnership, and attach hereto a certified copy of the required resolution by all partners ☐
- (c) A close corporation, and attach hereto a certified copy of the required resolution of the Board of Officials ☐
- (d) A one-man business, and attach hereto certified proof that I am the sole owner of the business submitting this tender ☐
- (e) A joint venture, and attach hereto:
- An notarially certified copy of the original document under which the joint venture was constituted ☐
 - Certified authorisation by the participating members of the undersigned to submit tenders and conclude contracts on behalf of the joint venture ☐

SIGNATURE OF TENDERER: DATE:.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.3.12: PROSPECTIVE TENDERER'S REGISTRATION FORM /CHANGE OF REGISTRATION FORM

The Main Tenderers, Subcontractors or Joining Entities listed in Table 1 of the Schedule No 7 must complete this form despite the fact that they must register as a Registered Tenderer separately.

All Tenderers (Main Contractor, Subcontractors or Joining Entities) intending to tender, or a Registered Tenderer who's registration information has changed in the meantime, must complete this form and submit it to the client not later than 7 days before the closing of the relevant tender.

*** Complete in full (indicate N/A where not available or applicable) and indicate if the information is submitted for the first time (F), it is unchanged (U) or has changed (C) since the previous submission.**

- Name of Business (or person, in case of goods/services provided by a person):

..... ()*

- Official physical address of business, e-mail, telephone and fax numbers:

Address: ()*

e-mail: ()*

Telephone: ()*

Fax: ()*

- Electricity account no. if a local business: ()*

- Type of business (Company, cc, etc): ()*

- Main business activity (Stationary Dealer, Building Contractor, etc):

..... ()*

- Estimated annual turnover (to remain confidential): R..... ()*

- Full name of controlling shareholder if not a one-man business (to remain confidential):

..... ()*

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- Equity held by HDI's in the above-mentioned business:

Full Name	ID No	Race	Sex (M/F)	Age	Disability Status	Personal Tax No	Equity Ownership %

I, the owner/manager of the above-mentioned business declare that the above-mentioned information is complete and correct, and that I am fully aware of the penalty that will apply if the tenders are allocated to the above-mentioned business on its own or as a joining entity, based on wrong information submitted above.

SIGNATURE OF TENDERER:

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.3.13: JOINT VENTURE AGREEMENT

The following legal business entities agree to deliver the services and/or goods as required under this Contract as a Joint Venture as follows:

Name and Addresses of Joint Venture:

.....

.....

Consisting of the following businesses (Joining Entities)

NAME JOINING ENTITY	TAX No	PROPORTIONAL PAYMENT THAT WILL BE RECEIVED UNDER THIS CONTRACT
.....		 %
.....		 %
.....		 %
.....		 %
.....		 %

The above-mentioned Joint venture will execute the Contract under the management of (full name)

.....

who is an employee of (name of joining entity)

and in accordance with any further agreements as attached to this document, titled

.....

and dated(if applicable).

Bank guarantees and retention money (where required) will be provided or paid by (name of joining entity)

.....

who will be responsible for the fulfilment of the retention obligations (where required) asset out in the Contract Document.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Signed by the duly authorized representatives of the above-mentioned Joint Entities:

JOINING ENTITY AND POSITION	FULL NAME (Position)	SIGNATURE	DATE
.....			
.....			
.....			
.....			
.....			
WITNESSES:	1.		
	2.		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.3.14: AFFIDAVIT

Affidavit to be completed by every member of a company, closed corporation, trust, partnership or other business entity, claiming preference points regarding their HDI-status:

1. I, the undersigned, hereby
(Full name and surname)
certify that I am a of the tenderer.
(Member, Director, Partner, Owner)

2. I furthermore certify that I personally hold% (per cent) equity shares in the above mentioned business venture and are actively involved in the management and control of the business.

Signed at on this day of20.....

.....
SIGNATURE

I certify that the deponent has acknowledge that he/she knows and understands the contents of this declaration.

This declaration has been sworn/affirmed before me at
on this day of20.....

.....
COMMISSIONER OF OATHS

STAMP:

I, THE UNDERSIGNED, ACTING IN MY CAPACITY AS
THE COMPANY/CORPORATION/BUSINESS VENTURE:

.....
Hereby gives Municipality and its delegates the right to inspect any documents in our possession pertaining to the verification of information reflecting the equity held in our company/corporation/ business venture.

Signed at on this day of20.....

.....
SIGNATURE

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.3.15: DECLARATION OF INTEREST

Tenderers are to satisfy the Employer and the Engineer to their independence of service in the state as well as proof prohibiting them from doing business with the private sector by answering the following questions and providing the relevant confirmation required below:

	<u>YES</u>	<u>NO</u>
(1) Whether he/she is in the service of the state, or has been in the service of the state in the previous twelve months	☐	☐
(2) In the event that the provider is not a natural person, whether any of its directors, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months	☐	☐
(3) Whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months	☐	☐
(4) Proof that his name does not appear on a database maintained by the national treasury as a person prohibited from doing business with the private sector	☐	☐

SIGNATURE OF TENDERER: DATE:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



T2.3.16: BANKING DETAILS

Bank Name:
.....

Account Holder's Name:
.....

Account Number:
.....

Branch Code:
.....

Contact Person:
.....

Contact Number:
.....

SIGNATURE OF TENDERER:

SIGNED ON BEHALF OF:

DATE:

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



LEKWA LOCAL MUNICIPALITY
 INSTALLATION OF VIP TOILETS

PORTION 1: TENDER

PART T2: RETURNABLE DOCUMENTS AND SCHEDULES

PART T2.4: CHECKLIST

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



CHECKLIST

The following information **MUST** be completed in full and/or attached to the tender document:

DESCRIPTION	SECTION	PLEASE TICK :		OUTCOME IF NOT COMPLIED WITH
		COMPLETED/ ATTACHED	NOT COMPLETED/ ATTACHED	
Copy Valid Tax Clearance Certificate Pin	Part T2 Section T2.1.3	☐	☐	CSD Registration not older than 7days at closing of closing and to show compliance on tax status. Tax status to be compliant at date of appointment and duration of the contract.
Certified copy of VAT registration Certificate (if VAT Registration number is not indicated on Tax Clearance Certificate)	Part T2 Section T2.1.4	☐	☐	No contract shall be awarded upon failure to submit a VAT registration Number
Certified copy of Certificate of Incorporation (if tenderer is a Company)	Part T2 Section T2.1.5	☐	☐	Non-responsive, tender eliminated
Certified copy of Partnership Agreement (if tenderer is a Partnership)	Part T2 Section T2.1.7	☐	☐	
Certified copy of Identity Document (if tenderer is a One-man concern)	Part T2 Section T2.1.8	☐	☐	
Joint Venture Agreement (if the tenderer is a joint venture)	Part T2 Section T2.1.9	☐	☐	Non-responsive, tender eliminated
Certified copy of CIDB Registration Certificate	Part T2 Section T2.1.10	☐	☐	Non-responsive, tender eliminated
Municipal account not older than 60 days or copy of valid Lease Agreement (if renting)	Part T.2 Section T2.1.11	☐	☐	Non-responsive, tender eliminated
Copy Bank Rating Certificate	Part T.2 Section T2.1.12	☐	☐	
Certified copies of Curricula Vitae of all Supervisory and Safety personnel	Part T.2 Section T2.1.13	☐	☐	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



DESCRIPTION	SECTION	PLEASE TICK :		OUTCOME IF NOT COMPLIED WITH
		COMPLETED/ ATTACHED	NOT COMPLETED/ ATTACHED	
Form of Offer	Part C1.1.2	☐	☐	Non responsive, tender eliminated
Schedule of Quantities (ALL items in black ink)	Part C2.2	☐	☐	Refer to pricing Instructions
Summary of Schedules	Section C2.3	☐	☐	Refer to pricing Instructions
Alterations by Tenderer	Section T2.3.1	☐	☐	
Works Previously Executed	Section T2.3.2	☐	☐	Regarded as tender with no experience
Present Commitments	Section T2.3.3	☐	☐	Regarded as tender with no experience
Supervisory Personnel	Section T2.3.4	☐	☐	No designated personnel, possible experience risk
Certified copies Qualification, Diploma In Civil Engineering Projects Or National Diploma In Civil Engineering or Degree in Civil Engineering	Section T2.2-14	☐	☐	
Contract Participation Goal (CPG) Schedule	Section T2.3.5	☐	☐	
Labour Utilisation	Section T2.3.6	☐	☐	Regarded as tenderer with limited experience and understanding of contract scope
Compliance with OHSA (Act 85 of 1993)	Section T2.3.7	☐	☐	Regarded as a tenderer with limited ability and available resources to comply with the OHSA act
Plant and Equipment	Section T2.3.8	☐	☐	Regarded as tenderer with limited experience and understanding of contract scope
Sub-contractors	Section T2.3.9	☐	☐	All work to be carried out by main Contractor or joint entity
Site Inspection Certificate or attending briefing	Section T2.3.10	☐	☐	Non responsive, tender eliminated
Authority of Signatory & Certified Resolution	Section T2.3.11	☐	☐	Non responsive, tender eliminated

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



DESCRIPTION	SECTION	PLEASE TICK :		OUTCOME IF NOT COMPLIED WITH
		COMPLETED/ ATTACHED	NOT COMPLETED/ ATTACHED	
Business Registration Form/Change of Registration Form	Section T2.3.12	☐	☐	No contract shall be awarded upon failure to complete the registration form
Joint Venture Form (if the tenderer is a joint venture)	Section T2.3.13	☐	☐	Non-responsive, tender eliminated
Preferential Procurement	Section T2.3.14	☐	☐	Tenderer not tendering for equity ownership points
Declaration of Interest	Section T2.3.16	☐	☐	Non-responsive, tender eliminated
Bank Details (completed in full)	Section T2.3.17	☐	☐	Information or bank history not available. (Evaluated as possible risk)
Rates for Special Materials	Section T2.3.18	☐	☐	
Schedule of Deviations	Section T2.3.9	☐	☐	
CSD Registration not older than 7days at closing of closing and to show compliance on tax status. Tax status to be compliant at date of appointment and duration of the contract.		☐	☐	
Three (3) year financial statement		☐	☐	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Reasons for non-compliance:

.....

.....

Contact Details:

Office Phone No:

Office Fax No:

Cell phone No:

.....
NAME IN CAPITAL (BLOCK) LETTERS

.....
SIGNATURE

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



LEKWA LOCAL MUNICIPALITY
INSTALLATION OF VIP TOILETS

PORTION 2: CONTRACT
PART C1: AGREEMENTS AND CONTRACT DATA

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



LEKWA LOCAL MUNICIPALITY

INSTALLATION OF VIP TOILETS

PART C1: AGREEMENTS AND CONTRACT DATA

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



LEKWA LOCAL MUNICIPALITY
INSTALLATION OF VIP TOILETS

PORTION 2: CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

PART C1.1: FORM OF OFFER AND ACCEPTANCE

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



LEKWA LOCAL MUNICIPALITY

INSTALLATION OF VIP TOILETS

PART C1.1: FORM OF OFFER AND ACCEPTANCE

OFFER

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

BID No: DTS 2/2022/2023– INSTALLATION OF VIP TOILETS

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

By the representative of the Tenderer, deemed to be duly authorised, 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:

AMOUNT	AMOUNT IN WORDS
R	

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

SIGNATURES:

NAME(S):

CAPACITY:

FOR THE TENDERER:
(Name and address of organisation)

NAME AND SIGNATURE OF WITNESS: DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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 T1	Tendering Procedures
Part T2	Returnable Documents and Schedules
Part C1	Agreements and Contract Data, (which includes this Agreement)
Part C2	Pricing Data
Part C3	Scope of Work
Part C4	Site Information
Part C5	Annexures

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

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

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 at, or just after, the date of this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

SIGNATURES:

NAME(S):

CAPACITY:

FOR THE TENDERER:
(Name and address of organisation)

NAME & SIGNATURE OF WITNESS: DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.2.19: SCHEDULE OF DEVIATIONS

Notes:

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

4.1 Subject

Details

4.2 Subject

Details

4.3 Subject

Details

4.4 Subject

Details

4.5 Subject

Details

4.6 Subject

Details

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FOR THE TENDERER:

SIGNATURES:

NAME(S):

CAPACITY:

FOR THE TENDERER:

(NAME AND ADDRESS OF ORGANISATION)
(Name and address of organisation)

NAME & SIGNATURE OF WITNESS: DATE:

FOR THE EMPLOYER:

SIGNATURES:

NAME(S):

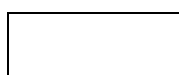
CAPACITY:

FOR THE EMPLOYER:

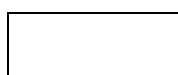
(Name and address of organisation)
(Name and address of organisation)

NAME & SIGNATURE OF WITNESS: DATE:

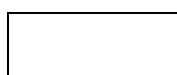
END OF SECTION



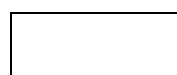
Contractor



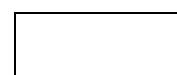
Witness 1



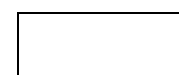
Witness 2



Employer



Witness 1



Witness 2



LEKWA LOCAL MUNICIPALITY
INSTALLATION OF VIP TOILETS

PORTION 2: CONTRACT
PART C1: AGREEMENTS AND CONTRACT DATA
PART C1.2: CONTRACT DATA

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



LEKWA LOCAL MUNICIPALITY

INSTALLATION OF VIP TOILETS

PART C1.2: CONTRACT DATA

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, 3rd Edition (2015), and published by the South African Institution of Civil Engineering, are applicable to this Contract.

The General Conditions of Contract, hereinafter referred to as GCC 2015, are not bound into this document, but are available at the Contractor's expense from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685. Each party to the Contract shall purchase its own copy of the correct print edition of the GCC 2015 that applies to this Contract (see Notes on the next page).

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



CONTRACT DATA

In terms of Clause 1.1.7 of the General Conditions of Contract for Construction Works, 3rd Edition (2015), the following Contract Data apply to this Contract.

The Contract Data consists of two parts. Part 1 contains information provided by the Employer, while Part 2 contains information to be provided by the Contractor.

Part 1: Data provided by the Employer

Clause	Contract Data
1.1.1.12	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “The special non-working days are all South African statutory holidays and as further defined in Clause 5.8.1.”
1.1.1.14	<i>ADD THE FOLLOWING TO THE END OF THIS DEFINITION:</i> “This Clause shall apply mutatis mutandis to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing. The time for completion of the Works is indicated in Clause 5.5.1.
1.1.1.15	The Employer is LEKWA Local Municipality.
1.1.1.16	The Engineer means any Director, Associate or Professional Engineer appointed generally or specifically by the management to fulfil the functions of the Engineer in terms of the Conditions of Contract.
1.2	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise. 1.2.1.4 Posted to the Contractor’s address, and delivered by the postal authorities. 1.2.1.5 Delivered by a courier service, and signed for by the recipient or his representative.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Contract Data																																																																																										
	The address of the Employer is: LEKWA Local Municipality Cnr. Dr Beyers Naude & Mbonani Mayisela Streets, Standerton 2430.																																																																																										
1.3.5	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “The copyright in all documents, drawings and records (prepared by the Engineer) related in any manner to the Works shall vest in the Employer or the Engineer or both (according to the dictates of the Contract that has been entered into by the Engineer and the Employer for the Works and as accorded by law), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.”																																																																																										
3.1.3	The Engineer shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following table: <table><tr><th>Delegated to ER*</th><th>Requires EWA*</th><th>GCC Clause No</th><th>Description</th><th>Financial limit per occurrence</th></tr><tr><td></td><td>Y</td><td>1.2.1.2</td><td>Change of address</td><td>NA</td></tr><tr><td>N</td><td></td><td>2.2.3</td><td>Adverse physical conditions</td><td>NA</td></tr><tr><td></td><td></td><td>2.4.1</td><td>Ambiguity in or discrepancy between documents</td><td>NA</td></tr><tr><td></td><td>Y</td><td>3.2.1</td><td>Engineer's Representative's appointment and termination</td><td>NA</td></tr><tr><td></td><td>Y</td><td>3.2.4</td><td>Engineer's Representative acting on Engineer's behalf</td><td>NA</td></tr><tr><td></td><td></td><td>3.2.6</td><td>Engineer's Representative's orders or instructions causing dissatisfaction</td><td>NA</td></tr><tr><td></td><td></td><td>4.3.1</td><td>Proof of compliance with applicable laws</td><td>NA</td></tr><tr><td></td><td></td><td>4.3.2</td><td>Proof of good standing with payments in terms of legislation</td><td>NA</td></tr><tr><td></td><td></td><td>4.5.4</td><td>Payment for notices and fees</td><td>R.....</td></tr><tr><td></td><td></td><td>4.7.1</td><td>Fossils, etc. on Site</td><td>NA</td></tr><tr><td></td><td>Y</td><td>4.8.2</td><td>Facilities for others</td><td>NA</td></tr><tr><td></td><td>Y</td><td>4.9.1</td><td>Removal of Construction Equipment from Site</td><td>NA</td></tr><tr><td></td><td></td><td>4.10.1</td><td>Use of Site for Contractor's employees</td><td>NA</td></tr><tr><td></td><td></td><td>4.10.2</td><td>Contractor's employee information</td><td>NA</td></tr><tr><td></td><td></td><td>4.11.2</td><td>Removal of Contractor's employee from Works</td><td>NA</td></tr><tr><td></td><td></td><td>4.11.2</td><td>Re-employment of Contractor's employee</td><td>NA</td></tr><tr><td></td><td>Y</td><td>4.12.2</td><td>Approval of Site Agent</td><td>NA</td></tr></table>	Delegated to ER*	Requires EWA*	GCC Clause No	Description	Financial limit per occurrence		Y	1.2.1.2	Change of address	NA	N		2.2.3	Adverse physical conditions	NA			2.4.1	Ambiguity in or discrepancy between documents	NA		Y	3.2.1	Engineer's Representative's appointment and termination	NA		Y	3.2.4	Engineer's Representative acting on Engineer's behalf	NA			3.2.6	Engineer's Representative's orders or instructions causing dissatisfaction	NA			4.3.1	Proof of compliance with applicable laws	NA			4.3.2	Proof of good standing with payments in terms of legislation	NA			4.5.4	Payment for notices and fees	R.....			4.7.1	Fossils, etc. on Site	NA		Y	4.8.2	Facilities for others	NA		Y	4.9.1	Removal of Construction Equipment from Site	NA			4.10.1	Use of Site for Contractor's employees	NA			4.10.2	Contractor's employee information	NA			4.11.2	Removal of Contractor's employee from Works	NA			4.11.2	Re-employment of Contractor's employee	NA		Y	4.12.2	Approval of Site Agent	NA
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	Y	4.12.2	Approval of Site Agent	NA																																																																																							

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Contract Data				
			5.3.1	Commencement with executing the Works	NA
			5.6.3	Approval of programme	NA
			5.6.4	Adjustment of programme	NA
	Y		5.7.1	Rate of progress falling behind programme	NA
	Y		5.7.1	Steps taken to expedite progress	NA
			5.7.2	Work at night	R.....
	Y		5.7.3	Acceleration of rate of progress	NA
			5.7.3	Payment for acceleration	R.....
	Y		5.8.1.1	Work during non-working times	R.....
			5.9.1	Instructions and drawings on Commencement Date	NA
			5.9.2	Further instructions and drawings	NA
			5.9.3	Requested instructions and drawings	NA
	Y		5.9.7	Contractor's designs	NA
	Y		5.9.7	Departing from Contractor's designs	NA
	Y		5.11.1	Suspension of the Works	NA
			5.11.3	Proceeding with Works after suspension	NA
N			5.12.4	Acceleration in stead of extension of time	R.....
			5.13.2	Reduction in penalty	R.....
N	Y		5.14.1	Work to be completed for Practical Completion	NA
N	Y		5.14.2	Certificate of Practical Completion	NA
N			5.14.4	Certificate of Completion	NA
N			5.16.1	Final Approval Certificate	NA
	Y		6.3.1	Variation orders	R.....
	Y		6.3.2.1	Confirmation of a Variation Order	NA
			6.4.1	Valuation of a Variation Order	NA
			6.4.1.3	Consultation on valuation of a Variation Order	NA
			6.4.1.4	Dayworks as a Variation Order	R.....
	Y		6.4.2	Delivering the valuation of a Variation Order	NA
			6.5.1.3	Construction Equipment rates for dayworks	NA
			6.5.2	Materials for dayworks	R.....
			6.5.3	Workmen, materials and Construction Equipment used for dayworks	NA
			6.6.1	Provisional sum work	
			6.6.3	Prime cost work	
			6.7.2	Valuation of the Works	NA
			6.7.3	Measurement of work	NA
			6.8.4	Costs due to changes in legislation	NA
			6.9.3	Plant and materials becoming property of Employer	NA
			6.10.1	Monthly payment certificate	NA
			6.10.4	Delivery of payment certificate	NA
			6.10.7	Correction of previous payment certificate	NA
			6.10.8	Completion payment certificate	NA
			6.10.9	Final payment certificate	NA
			6.11.1	Variations exceeding 15%	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Contract Data				
			7.1.1	Unsuitable Construction Equipment	NA
			7.4.1	Samples of materials	NA
			7.4.2	Test specimens	NA
			7.4.3	Tests	NA
			7.4.5	Reports on tests	NA
			7.5.1	Covering up work	NA
	Y		7.5.2	Delivery of Plant to Site	NA
	Y		7.5.3	Testing and examining Plant and work	NA
			7.5.5	Uncovering work	NA
	Y		7.6.1	Making good and retesting of Plant	NA
			7.6.2	Plant failing testing	NA
	Y		7.6.3	Removal of improper work	NA
	Y		7.7.1	Search for defects	NA
	Y		7.8.1	Making good of defects	NA
	Y		7.9.1	Work by others during emergency	NA
			8.2.2.2	Damage due to excepted risks	NA
			8.5.1	Reporting accidents	NA
			9.1.5	Termination of Contract	NA
N	Y		9.2.1	Consultation on breach of Contract by Contractor	NA
N	Y		9.2.1	Breach of Contract by Contractor	NA
N	Y		10.1.3	Facts to assess Contractor's claim	NA
N	Y		10.1.5	Consultation on Contractor's claim	NA
N	Y		10.1.5	Ruling on Contractor's claim	R.....
N	Y		10.2.3	Consultation on dissatisfaction claim	NA
N	Y		10.2.3	Ruling on dissatisfaction claim	NA
TOTAL FOR CONTRACT					
*The following abbreviations apply to the above table: ER Engineer's Representative EWA Engineer's Written Action N No NA Not Applicable Y Yes					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Contract Data
4.1.2	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “The Contractor shall provide the following to the Engineer for retention by the Employer or his/her assignee in respect of all works designed by the Contractor: 4.1.2.1 A Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice. 4.1.2.2 Proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s). 4.1.2.3 Design calculations should the Engineer request a copy thereof. 4.1.2.4 Engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Engineer to compare the design with the specified requirements and to record any comments he may have with respect thereto. 4.1.2.5 ‘As-Built’ drawings in DXF electronic format after completion of the Works. The Contractor shall be responsible for the design of the Temporary Works.”
4.3.1	Compliance with applicable laws.
	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “4.3.1.1 The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1977 by the Minister of Labour in Government Notice No R63 of 25 January 2002, as appended to these Contract Data as Annexure B, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.
	4.3.1.2 OHS requirements The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993). Without limiting the Contractor’s obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan. The Contractor shall submit an approved Health and Safety Plan to the Engineer within 14 days of the Commencement Date.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Contract Data
	4.3.1.3 Contractor's liability as mandatory Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act. 4.3.1.4 Contractor to notify Employer The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations. 4.3.1.5 Contractor's Designer The Contractor and his/her designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract."
4.4.4	ADD THE FOLLOWING TO THIS CLAUSE: "The Engineer's consent in respect of any particular subcontractor may be withdrawn at any time should reasonable grounds be given therefore in writing to the Contractor by the Engineer, in which event the Contractor shall forthwith terminate the engagement of that subcontractor on the Works. The withdrawal by the Engineer of his consent in respect of any particular sub-contractor that is engaged in the execution of any portion of the works, including any portions of the Works which are sub-let by the Contractor in accordance with Clause 4.4.3 shall not relieve the Contractor of any of his obligations under the Contract, nor of any of his obligations to sub-let the particular portions of the Works concerned."
4.10	ADD THE FOLLOWING TO THIS CLAUSE: "4.10.3 The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work."
5.3.1	ADD THE FOLLOWING TO THIS CLAUSE: "The Contractor shall commence executing the works within a period of 22 working days from the date of the written instruction by the Engineer unless otherwise agreed. The documentation required before commencement with Works execution are:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Contract Data
	• Health and Safety Plan (Refer to Clause 4.3) • A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No 85 of 1993) and the Construction Regulations promulgated thereunder (Refer to Clause 4.3). • Proof of payment to the Employer, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No 130 of 1993 (Refer to Clause 4.3). • Initial programme (Refer to Clause 5.6) • Security (Refer to Clause 6.2) • Insurance (Refer to Clause 8.6) • Cashflow"
5.5.1	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> "The time for Completion shall be six (6) Months from Commencement Date, including year-end break/s."
5.6.2.6	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> "Commencement date after all documents after all documents are submitted
5.7.1	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> "No such instruction by the Engineer to expedite progress shall be the subject of additional compensation to the Contractor unless the instruction explicitly states that the Contractor is entitled to additional compensation, and cites the amount of such compensation or the basis upon which it is to be determined."
5.8.1	The non-working Days are Sundays The special non-working Days are: Statutory public holidays; and All annual year-end shutdown periods as recommended by the South African Federation of Civil Engineering Contractors (SAFCEC), and which commence after the Commencement Date and which commence before the Due Completion Date.
5.13.1	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> "Penalty per day shall be R 5000,00 per day."
6.1	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> "Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Contract Data
	accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.”
6.2.1	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> The amount of the guarantee will be 10% of the Purchase Order as per Engineers instruction (including Value Added Tax) at the time that the Guarantee comes into effect. The guarantee shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Purchase Order. The Form of Guarantee is appended to the Contract Data as Annexure A. The Guarantee shall be returned to the Contractor within 14 days after the issue of the Certificates or Certificates of Completion in respect of the whole of the Permanent Works as per Purchase Order.”
6.2.2	<i>DELETE THIS CLAUSE.</i>
6.3.3	Price Adjustment for variations in the cost of special materials is NOT allowed.
6.8.2	The application of a contract price adjustment will NOT apply to this Contract.
6.8.4	<i>DELETE THE WORDS “between the Employer and the Contractor”.</i>
6.10.1.5	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “The percentage limit for materials not yet built into the Permanent Works is 80%.”
6.10.3	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “The percentage retention is 10%.
6.10.4	<i>IN LINE 3 DELETE THE WORD “said” AND INSERT THE WORD “correct”.</i>
6.10.5.3	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “Defects Liability Period will be 12 months.”
6.11.1.3	<i>IN LINE 2 OF THE SECOND PARAGRAPH DELETE “15 %” AND REPLACE IT WITH “25 %”.</i>
8.6.1.3	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “Limit of indemnity shall be R2 million per event, the number of events being unlimited.”

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Contract Data
8.6.1.5	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “In addition to the insurance required in terms of General Conditions of Contract Clause 8.6.1.1 to 8.6.1.3 the following insurance is also required: Insurance cover against any damages or loss against production due to political unrest. The Employer shall not be held responsible for such damages or losses.”
8.6.6	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “Proof of insurance shall be submitted to the Employer prior to Commencement of the Works (Clause 5.3.1), and copies of the policies and proof of due payment of all premiums shall be presented to the Employer.”
9.2.1.3.7	<i>DELETE THE FIRST TWO LINES OF THE CLAUSE AND INSERT THE FOLLOWING:</i> “The Contractor furnished inaccurate information in the Returnable Documents or Returnable Schedules forming part of the Contract,”
10.7.1	<i>CHANGE THE WORDING OF THE FIRST SENTENCE OF THIS CLAUSE TO READ AS FOLLOWS:</i> This Contract provides for the determination of disputes by arbitration.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Part 2: Data provided by the Contractor

[illegible]

END OF SECTION

Witness 2



LEKWA LOCAL MUNICIPALITY
INSTALLATION NOF VIP TOILETS

PORTION 2: CONTRACT
PART C1: AGREEMENTS AND CONTRACT DATA
PART C1.3: FORM OF GUARANTEE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



LEKWA LOCAL MUNICIPALITY

INSTALLATION OF VIP TOILETS

GUARANTEE FOR EXECUTION OF THE CONTRACT

Employer : LEKWA Local Municipality
Cnr. Dr Beyers Naude & Mbonani
Mayisela Streets, Standerton
2430.

Contractor :

.....

.....

.....

.....

Amount of Guarantee: To be equal to 10% percent of the Tender Sum.

I/WE the undersigned, duly acting on behalf of the Company that is described below, do hereby bind the said Company to the Employer that is described above, as surety or co-principal debtor in solidum for the due performance, fulfilment and completion of the Contract by the Contractor that is described above, and we hereby undertake, on behalf of the Company to pay on demand at the above mentioned address:

- any loss or damage which the Employer may sustain
- as well as any penalties or claims and legal costs to which the Employer may become entitled by reason of the non-fulfilment or breach of the terms of the Contract by the Contractor

always provided that the liability of the Company under this guarantee shall not exceed the guaranteed amount that is described above.

On behalf of the Company I/we do hereby renounce all benefits from the legal exceptions non numeratae pecuniae, non causa debiti excussionis et divisionis and all other exceptions which might or could be pleaded against the validity of this guarantee, the meaning whereof we declare ourselves to be fully acquainted with.

On behalf of the Company, I/we do hereby agree that this guarantee shall be irrevocable and shall remain in full force and effect during the term of the Contract, either until the date of issue of a Certificate of Completion for the whole or the final portion of the Works by the Engineer, or until any liability of the Contractor which has arisen before such date in terms of the Conditions of Contract has been satisfied, whichever is the later.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



I/we do further agree and declare

- that all admissions and acknowledgements of indebtedness by the Contractor shall be binding on the Company,
- that the indebtedness of the Contractor to the Employer shall at all times be determined and proved by a written certificate of the Chief Executive Officer, or by any other person acting in such capacity,
- that such certificate shall be binding on the Company and shall be conclusive proof of the amount of the Company's indebtedness, and that such certificate annexed to this guarantee will be valid as a liquid document against the Company in a competent court in the Republic of South Africa,
- that the Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the Contract, and/or to agree to any modifications, variations or alterations to the Works, or to any extensions of the Due Completion Date for the Works under the Contract, and that the rights of the Employer under this guarantee shall in no way be prejudiced nor the liability of the Company be in any way reduced by reason of any steps or concessions which the Employer may take, make, give, concede or agree to under the Contract.
- that the Employer shall be entitled, without prejudice to any of its rights under this guarantee, to give time to and compound with, release from liability or to make any other arrangement with the Contractor, its assigns, its liquidators or its judicial managers, and that any such actions shall not exonerate the Company from any portion of its liability under this guarantee.
- this guarantee is neither negotiable nor transferable, purports to the payment of money only and should be returned to the Company upon payment, completion or cancellation whichever occurs earlier.

Name of Company:

The Company chooses as its domicilium citandi et executandi, and for the purpose of the service of any notices and legal processes the following address:

..... (insert address)

THUS DONE AND SIGNED AT ON 20.....

ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



In the presence of the following witnesses:

Witness No 1:

.....
NAME

.....
SIGNATURE

Witness No 2:

.....
NAME

.....
SIGNATURE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



LEKWA LOCAL MUNICIPALITY
INSTALLATION OF VIP TOILETS

PORTION 2: CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

**PART C1.4: Ministerial Determination –
Special Public Works Programmes**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



No. 23045

GOVERNMENT GAZETTE, 25 JANUARY 2002

DEPARTMENT OF LABOUR

No. R 63

25 January 2002

BASIC CONDITIONS OF EMPLOYMENT ACT, 1997,

MINISTERIAL DETERMINATION: SPECIAL PUBLIC WORKS PROGRAMMES

I, Membathisi Mphumzi Shephard Mdladlana, Minister of Labour, hereby in terms of section 50 of the Basic Conditions of Employment Act, 1997, make a Ministerial Determination establishing conditions of employment for employees in Special Public Works Programmes, South Africa, in the Schedule hereto and determine the second Monday after the date of publication of this notice as the date from which the provisions of the said ministerial Determination shall become binding.

M.M.S. MDLADLANA
Minister of Labour

SCHEDULE

MINISTERIAL DETERMINATION No 3: SPECIAL PUBLIC WORKS PROGRAMMES

Index

1. Definitions
2. Application of this determination
3. Sections not applicable to public works programmes
4. Conditions

1. Definitions

1.1 In this determination –

“special public works programme” means a programme to provide public assets through a short-term, non-permanent, labour intensive programme initiated by government and funded from public resources.

1.2 Without limiting subsection (1), the following programmes constitute special public works programmes:

- (a) Working for Water
- (b) Community based public works
- (c) Coastal Care
- (d) Sustainable Rural Development (DPLG)
- (e) Landcare
- (f) Community Water and Sanitation
- (g) Arts & Culture poverty relief projects

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



2. Application

This Determination applies to all employers and employees engaged in public works programmes.

3. The following provisions of the Basic Conditions of Employment Act do not apply to public works programmes:

3.1	Section 10(2)	(Overtime rate)
3.2	Section 11	(Compressed working week)
3.3	Section 14(3)	(Remuneration required for meal intervals of longer than 75 minutes)
3.4	Section 16	(Pay for work on Sundays)
3.5	Section 17(1) & (2)	(Payment of night shift allowance and supply of Transportation)
3.6	Section 20	(Annual leave)
3.7	Section 21	(Pay for annual leave)
3.8	Section 22	(Sick leave)
3.9	Section 25 (2) & (3)	(Commencement of maternity leave and return to work)
3.10	Section 26(2)	(Alternative work for pregnant women)
3.11	Section 27	(Family responsibility leave)
3.12	Section 29(h) to (p)	(Written particulars of employment)
3.13	Section 30	(Display of employee's rights)
3.14	Section 33(1)(g)	(Information about remuneration)
3.15	Section 34(1)(a)	(Deduction by individual agreement)
3.16	Section 34(2) & (3)	(Deduction of damages caused by employee)
3.17	Section 37	(Notice of termination)
3.18	Section 38	(Payment instead of notice)
3.19	Section 39	(Notice for employees in employer supplied accommodation)
3.20	Section 40	(Payment of outstanding amounts on termination)
3.21	Section 41	(Severance pay)
3.22	Section 42(c)	(Certificate of services)
3.23	Section 51 – 58	(Sectorial Determinations)
3.24	Section 84	(Duration of employment)

4. Conditions

As set out in the Annexure:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ANNEXURE

CONDITIONS OF EMPLOYMENT FOR SPECIAL PUBLIC WORKS PROGRAMMES

1. Introduction

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

In this document –

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

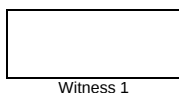
2. Terms of Work

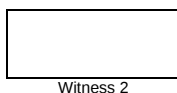
- 2.1 Workers on a SPWP are employed on a temporary basis.
- 2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.
- 2.3 Employment on s SPWP does not qualify as employment as a contributor for the purpose of the Unemployment Insurance Act 30 of 1966.

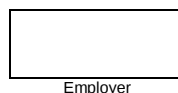
3. Normal hours of Work

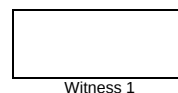
- 3.1 An employer may not set tasks or hours of work that require a worker to work –
- (a) more than forty hours in any week;
 - (b) on more than five days in any week; and
 - (b) for more than eight hour on any day.
- 3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.

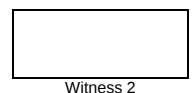

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2



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

4. Meal Breaks

- 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2 An employer and worker may agree on longer meal breaks.
- 4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- 4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

5. Special Conditions for Security Guards

- 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- 5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

6. Daily Rest Period

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

7. Weekly Rest Period

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

8. Work on Sundays and Public Holidays

- 8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.
- 8.2 Work on Sundays is paid at the ordinary rate of pay.
- 8.3 A task-rated worker who works on a public holiday must be paid –
- (a) the worker's daily task rate, if the worker works for less than four hours;
 - (b) double the worker's daily task rate, if the worker works for more than four hours.
- 8.4 A time-rated worker who works on a public holiday must be paid –
- (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
 - (b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.


Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2



9. Sick Leave

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

10. Maternity Leave

- 10.1 A worker may take up to four consecutive months' unpaid maternity leave.
- 10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of their child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 10.5 A worker may begin maternity leave –
- (a) four weeks before the expected date of birth;
 - (b) on an earlier date –


Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2



- (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of their unborn child; or
- (ii) if agreed to between employer and worker; or
- (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

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

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

11. Family responsibility leave

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

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

12. Statement of Conditions

12.1 An employer must give a worker a statement containing the following details at the start of employment -

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

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

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

13. Keeping Records

13.1 Every employer must keep a written record of at least the following:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

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

14. Payment

- 14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 14.2 A task-rated worker will only be paid for tasks that have been completed.
- 14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- 14.4 A time-rated worker will be paid at the end of each month.
- 14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 14.6 Payment in cash or by cheque must take place –
 - (a) at the workplace or at a place agreed to by the worker;
 - (b) during the worker's working hours or within fifteen minutes of the start or finish of work.
 - (c) In a sealed envelope which becomes the property of the worker.
- 14.7 An employer must give a worker the following information in writing –
 - (a) the period for which payment is made;
 - (b) the numbers of tasks completed or hours worked;
 - (c) the worker's earnings;
 - (d) any money deducted from the payment;
 - (e) the actual amount paid to the worker.
- 14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- 14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.


Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2



15. Deductions

- 15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned
- 15.4 An employer may not require or allow a worker to –
- (a) repay any payment except an overpayment previously made by the employer by mistake;
 - (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - (c) pay the employer or any other person for having been employed.

16. Health and Safety

- 16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 16.2 A worker must –
- (a) work in a way that does not endanger his/her health and safety or that of any other person
 - (b) obey and health and safety instruction
 - (c) Obey all health and safety rules of the SPWP
 - (d) Use any personal protective equipment or clothing issued by the employer.
 - (e) Report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

17. Compensation for Injuries and Diseases

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

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

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

An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



18. Termination

- 18.1 The employer may terminate the employment of a worker for good cause after the following a fair procedure.
- 18.2 A worker will not receive severance pay on termination.
- 18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- 18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- 18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

19. Certificate of Service

- 19.1 On termination of employment, a worker is entitled to a certificate stating –
- (a) the worker's full name;
 - (b) the name and address of the employer;
 - (c) the SPWP on which the worker worked;
 - (d) the work performed by the worker;
 - (e) any training received by the worker as part of the SPWP;
 - (f) the period for which the worker worked on the SPWP; and
 - (g) any other information agreed on by the employer and worker.

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



LEKWA LOCAL MUNICIPALITY
 INSTALLATION OF VIP TOILETS

PORTION 2: CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

PART C1.5: Health and Safety
 Specifications by Employer

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

1. PREAMBLE

In terms of Construction Regulation 5(5) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the Client, as the Client shall be responsible to prepare Health & Safety Specifications for any intended construction project and provide any Principal Contractor who is making a bid or appointed to perform construction work for the Client.

The Client's further duties are as described in The Act and the Regulations made there-under. The Principal Contractor shall be responsible for the Health & Safety Policy for the site in terms of Section 7 of the Act and in line with Construction Regulation 5 as well as the Health and Safety Plan for the project.

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognizance should be taken of the fact that no single Act or its set of Regulations can be read in isolation.

Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management shall receive due attention.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Principal Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan. The Health and Safety Plan shall include documented 'Methods of Statement'

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



(see definitions under Construction Regulations) detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.

Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Principal Contractor from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the Client.

Scope of Health and Safety Specification Document

The Health and Safety Specifications pertaining to the project, cover the subjects contained in the index and is intended to outline the normal as well as any special requirements of the Principal Contractor pertaining to the health and safety matters (including the environment) applicable to the project in question. These Specifications should be read in conjunction with the Act, the Construction Regulations and all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

Purpose

The Main Contractor is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments, and is further obligated to monitor that these measures are structured and applied according to the requirements of these Health and Safety Specifications (All references to the singular shall also be regarded as references to the plural).

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



The purpose of this specification document is to provide the relevant Principal Contractor (and his /her contractor) with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and the health and safety of persons; and to protect persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work. The Principal Contractor (and his /her contractor) is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements on inter alia:

- Safety considerations affecting the site of the project and its environment;
- Health and safety aspects of the associated structures and equipment;
- Submissions on health and safety matters required from the Principal Contractor (and his /her contractor); and
- The Principal Contractor's (and his /her contractor) health & safety plan.

To serve to ensure that the Principal Contractor (and his /her contractor) is fully aware of what is expected from him/her with regard to the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Regulations made there-under including the applicable safety standards, and in particular in terms of Section 8 of the Act.

To inform the Principal Contractor that the Occupational Health and Safety Act, 1993 (Act 85 of 1993) in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations promulgated on 07 February 2014 and incorporated into the above Act by Government Notice R84, published in Government Gazette 37305 shall apply to any person involved in construction work pertaining to this project, as will the Act.

Definitions

The following definitions are extracted from the OH&S Act and relevant Regulations.

“Purpose of the Act” to provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



“Client” means any person for whom construction work is performed;

“Construction Work” is defined as any work in connection with:

- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- (b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

“Contractor” means an employer, as defined in Section 1 of the Act, who performs construction work and includes Principal Contractors;

“Health and Safety File” means a file, or other record in permanent form, containing the information required as contemplated in the regulations;

“Health and Safety Plan” means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified;

“Health and Safety Specification” means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons;

“Method Statement” means a document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;

“Principal Contractor” means an employer, as defined in section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site;

“Risk Assessment” means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



HAZARD IDENTIFICATION AND RISK ASSESSMENT (CONSTRUCTION REGULATION 9)

Development of Risk Assessment

The Principal contractor performing construction work shall, before the commencement of any construction work cause a risk assessment to be performed by a competent person, appointed in writing and the risk assessment shall form part of the OH&S plan be implemented and maintained as contemplated in Construction Regulation 7(1).

The risk assessment shall include, at least:

- The identification of the risks and hazards to which persons may be exposed;
- The analysis and evaluation of the risks and hazards identified;
- A documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
- A monitoring plan; and
- A review plan.

Based on the risk assessments, the Principle contractor shall develop a set of site-specific OH&S rules that shall be applied to regulate the OH&S aspects of the construction.

Review of Risk Assessment

The principle shall review the hazard identification, risk assessments and standard working procedure on a monthly basis and update records in the Occupational Health and Safety File. **Please note the risk assessments quality review template to be included in the OHS File.**

LEGAL REQUIREMENTS

A Principal Contractor shall, as minimum, comply with:

- The Occupational Health and Safety Act 85 of 1993 and Regulations, an up-to-date copy of which shall be available on site at all times;
- The Compensation for Occupational Injuries and Disease Act 130 of 1993, an up-to-date copy of which shall be available on site at all times.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- Disaster Management Act 57 of 2002 Amended

STRUCTURES AND RESPONSIBILITIES

Overall Supervision and Responsibility for OH&S

It is a requirement that the Principal Contractor, when he appoints Contractors (Sub-contractors) in terms of Construction Regulation 7(3), 7(5), 7(9), 7(10) and 7(12) includes in his agreement with Contractors the following:

- OH&S 85 of 1993, section 37(2) agreement: “Agreement with mandatory”
- OH&S 85 of 1993, section 16(2) appointee/s as detailed in his/her respective appointment forms.

Appointments

The contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations. Below is a list of identified appropriate appointments for this contract, which the contractor must ensure adherence to.

OH&S Officer	Construction Regulation 8(6)
Assignment by CEO	OHSA 16(2)
Contractor	CR 4(1)(c)
OH&S Representatives	OH&S Section 17
OH&S Committee	OH&S Section 19
Construction Supervisor	Construction Regulation 6(1)
Risk Assessor	Construction Regulation CR 7(1)
Emergency/Security/Fire Coordinator	Construction Regulation 29
First Aider	General Safety Regulation 3
Fire Equipment Inspector	Construction Regulation 29
Incident Investigator	General Admin Regulation 29
HCS Supervisor	HCS Regulations
Stacking and Storage Supervisor	Construction Regulation 28

Please note the site organogram should be included in the OHS File with all responsible appointed persons clearly displayed; please ensure that the regulation applicable is referenced next to the appointed person.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



In Addition, the Principal Contractor is required to list all Sub-Contractors that he/she appoints or intends to appoint and keep the list updated and displayed on site.

ADMINISTRATIVE CONTROL AND THE OCCUPATIONAL HEALTH AND SAFETY FILE

The OH&S File (Construction Regulation 7)

As required by Construction Regulation 7, the Principal Contractor and other sub-contractors shall each keep an OH&S file on site. With the following included in the OH&S file:

- Notification of Construction work
- Latest Copy of OH&S Act & Regulations, COID Act
- Environmental Plan
- Quality Control Plan
- COVID-19 OHS Plan
- COVID-19 Screening of Employees
- OH&S Policy and Site OHS Rules
- Proof of registration and good standing with COID Insurer
- OH&S Plan and Risk Assessments, Safe working Procedures and method statements
- Incident Management
- Emergency evacuation plan
- Copies of OH&S Committee and other relevant minutes
- A list of Sub-contractors including copies of mandatory agreements
- MSDS
- Appointment letters
- Competency Certificates
- Medical certificate of fitness (Occupational Health Practitioner)
- PPE Issue record
- Induction Record
- Tool box Talks topics and Record
- Checklists and Registers as follows:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Accident/Incident Register	Stacking and Storage inspection
Machinery safety inspection register	HCS record (if applicable)
First Aid box contents	Hand Tools Checklist
Housekeeping	Construction vehicle and mobile plant
Portable Electrical Equipment	
Fire equipment inspection and maintenance	

Client will conduct an Audit on the OH&S file of the Principal Contractor on a regular basis.

Notification of Construction Work

The Principal Contractor shall, where the contract meets the requirements laid down in Construction Regulation 4, within 5 working days, notify the Department of Labour of the intention to carry out construction work and use the form (Annexure 2 in the Construction Regulations) for the purpose. A copy shall be kept on the OH&S file.

Training and Competence

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

Consultation, Communication and Liaison

Consultation with the workforce on OH&S matters will be through OH&S representatives and the OH&S committee. The Principal Contractor shall be responsible for the dissemination of all relevant OH&S information to Sub-Contractors. The Principal Contractor's most senior manager on site shall be required to attend all OH&S committee meetings.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



CHECKING, REPORTING AND CORRECTIVE ACTION

Monthly Audit by Client (Construction Regulation 5(1)(o))

Client will conduct monthly audits to comply with CR5(1)(O) to ensure that the Principal Contractor has implemented and is maintaining the agreed and approved OH&S plan.

Contractor's Audits and Inspections

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

Inspections by OH&S Representatives and other Appointees

OH&S representative shall conduct weekly inspections of their areas of responsibility and the report thereon to their foreman or supervisor whilst other appointees shall conduct inspections and the report thereon as specified in their appointments.

Recording and Review of Inspection Results

All the results of the above-mentioned inspections shall be in writing, reviewed at OH&S committee meetings, endorsed by the chairman of the meeting and placed in the OH&S file.

Accidents and Incident Investigation (General Administration Regulation 9)

The Principal Contractor shall be responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to be referred for medical treatment by a doctor, hospital or clinic. The results of the investigation will be entered into an accident/incident register.

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

Reporting

The Principal Contractor shall provide Client with all copies statutory reports required in terms of the Act within 7 days of the incident occurring.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



OPERATIONAL CONTROL

Operational Procedures

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

- To be conversant with Regulation 10 to 30 (inclusive);
- To comply with provisions; and
- To include them in the OH&S plan where relevant.

Emergency Procedures

The Principal Contractor shall identify and formulate emergency procedures in the event an incident does occur. The emergency procedure shall be included in the Principal's contractor OH&S file.

Medical Certificate of Fitness [Construction Regulation 7(8)]

The Contractor must ensure that all his employees have a valid medical certificate of fitness, **specific to the construction work performed** and issued by an occupational health practitioner in the form of Annexure 3.

COVID-19

The Contractor to ensure all employees undergo COVID-19 Screening. Cloth masks, Hand sanitizer and soap is readily available for all the employees and visitors for hygiene purposes. Social distancing of 1m to be exercised at all Times. Awareness talks to be prioritized on a weekly basis and as needed be.

Personal Protective Equipment (PPE) (Sections 8,5,23 of OH&S Act)

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



It is future requirements that the Contractor maintain the said equipment, that he instruct and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employees.

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

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

Other Regulations

Wherever in the Construction Regulations or this specification there is reference to other regulations (e.g Construction Regulation 24: Machinery on Construction Sites) the Principal Contractor shall be conversant with and shall comply with these regulations.

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

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

- Non-employees entering the site for whatever reason;
- The surrounding community; and
- Passer-by to site.

NB: BEFORE CONSTRUCTION, CONTRACTOR TO BE MINDFUL OF EXISTING ELECTRICAL POWER LINES, SEWER LINE AND WATER PIPES.

2. PROTECTION OF EXISTING SERVICES

3. Location of existing services

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Before any underground or excavation work is carried out, the Contractor shall ascertain the presence and position of all services likely to be damaged or interfered with by his activities. For this purpose, he shall obtain from the Engineer up-to-date plans showing the position of services in the area where he intends to work. As the location of services can often not be reliably determined from such plans, he shall further determine the exact position of such services by means of suitable detecting equipment and afterwards by careful hand excavation where necessary in order to expose the service at the positions of possible interference by his activities. The latter procedure shall also be followed in respect of any service not shown on plans but believed to be present.

All such services, the positions of which have been located at the critical points, shall be designated as "known" services and their positions shall be indicated on a separate set of drawings, a copy of which shall be furnished to the Engineer.

Protection during construction

The Contractor shall exercise all the necessary care to prevent damage to known services during construction operations. Major excavating equipment and other plant shall not be operated in dangerously close proximity of these services. Where necessary, excavation in close proximity of these services shall be carefully carried out by means of suitable hand tools, excluding picks wherever their use could cause damage to the services. Services left exposed shall be suitably protected from damage.

4. Erosion control

During construction, the Contractor shall protect all areas susceptible to erosion by installing all necessary temporary and permanent drainage works as soon as possible and by taking such other measures as may be necessary to prevent the concentration of surface water and the scouring of slopes, banks and other areas.

Runnels or erosion channels developing during the construction period or during the defects liability period shall be backfilled and consolidated and the affected areas shall be restored to their former proper condition. The Contractor shall not allow large-scale erosion to develop before effecting repairs and all erosion damage shall be repaired as soon as possible and in any case not later than three months before the end of the defects liability period. Topsoil washed away shall be replaced.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PROJECT/SITE SPECIFIC REQUIREMENTS

List of Risk Assessments (Among others)

- Clearing and Grubbing of the area/site;
- Site establishing including;
- Fire;
- COVID-19;
- Adjacent land uses/surrounding property exposures;
- Exposure to noise;
- Exposure to vibration;
- Protection against dehydration and heat exhaustion;
- Use of portable electrical equipment;
- Loading and offloading of trucks;
- Aggregate/sand and other materials delivery;
- Use and storage of flammable liquids and other HCS;
- Layering and bedding;
- Dust Control;
- Fire Protection;
- Housekeeping

Outlined data, references and information on certain and/or specific obligatory requirements to ensure compliance the Principal Contractor has to comply to the health and safety specification as well as all the OHSA 85 of 1993 requirements and all it's regulations.

1. Administrative & Legal Requirements

5. OHS Act Section/ 6. Regulation	7. Subject	8. Requirements
Construction. Regulation 4	Notice of carrying out Construction work	Department of Labour notified Copy of Notice available on Site
General Admin. Regulation 4	*Copy of OH&S Act (Act 85 of 1993)	Updated copy of Act & Regulations on site. Readily available for perusal by employees.
COID Act Section 80	*Registration with Compensation. Insurer	Written proof of registration/Letter of good standing available on Site
Construction. Regulation 5(1) (b)	H&S Specification & Programmed	H&S Spec received from Client and/or its Agent on its behalf OH&S programmed developed & Updated regularly

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Section 8(2)(d) Construction. Regulation	*Hazard Identification & Risk Assessment Risk assessment should cover all aspects and processes in the whole construction work including the high risk areas which must lead to the development and documenting some safe work procedures on every task being carried out on site.	Hazard Identification carried out/Recorded Risk Assessment and – Plan drawn up/Updated RA Plan available on Site Employees/Sub-Contractors informed/trained The traffic accommodation plan during the construction. Watering of the by-pass road and all areas where employees work.
Section 16(2)	*Assigned duties (Managers)	Responsibility of complying with the OH&S Act assigned to other person/s by CEO.
Construction. Regulation 8(1)	Designation of Person Responsible on Site	Competent person appointed in writing as Construction Supervisor with job description
Construction. Regulation 8(2)	Designation of Assistant for above	Competent person appointed in writing as Assistant Construction Supervisor with job description
Section 17 & 18 General Administrative Regulations 6 & 7 Section 17	*Designation of Health & Safety Representatives	More than 20 employees - one H&S Representative, one additional H&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified in terms of GAR 6 & 7 Meaningful H&S Rep. reports. Reports auctioned by Management.

Section 19 & 20 General Administrative Regulations 5	*Health & Safety Committee/s	H&S Committee/s established. All H&S Reps shall be members of H&S Committees Additional members are appointed in writing. Meetings held monthly, Minutes kept. Auctioned by Management.
Section 37(1) & (2)	*Agreement with Mandataries/ (Sub-)Contractors	Written agreement with (Sub-)Contractors List of (Sub-) Contractors displayed. Proof of Registration with Compensation Insurer/Letter of Good Standing Construction Supervisor designated Written arrangements re. H&S Reps & H&S Committee Written arrangements re. First Aid
Section 24 & General Admin. Regulation 8 COID Act Sect.38, 39 & 41	*Reporting of Incidents (Dept. of Labour)	Incident Reporting Procedure displayed. All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days. (Annexure 1?)(WCL 1 or 2) and to the Client and/or its Agent on its behalf Cases of Occupational Disease Reported Copies of Reports available on Site Record of First Aid injuries kept
General Admin. Regulation 9	*Investigation and Recording of Incidents	All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing. Copies of Reports (Annexure 1) available on Site Tabled at H&S Committee meeting Action taken by Site Management.
Construction. Regulation 13	Excavations	Competent person/s appointed in writing to supervise and inspect excavation work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Inspected: - before every shift

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



		- after any blasting - after an unexpected fall of ground - after any substantial damage to the shoring - after rain. Inspections register kept Method statement developed where explosives will be/ are used
Construction. Regulation 28/ General Safety Regulation 8(1)(a)	*Designation of Stacking & Storage Supervisor.	Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage Written Proof of Competence of above appointee available on Site
Construction. Regulation 29/ Environmental Regulation 9	*Designation of a Person to Co-ordinate Emergency Planning And Fire Protection	Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures Emergency Evacuation Plan developed: - Drilled/Practiced - Plan & Records of Drills/Practices available on Site Fire Risk Assessment carried out All Fire Extinguishing Equipment identified and on register . Inspected weekly. Inspection Register kept Serviced annually
General Safety Regulation 3	*First Aid	Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) First Aid freely available Equipment as per the list in the OH&S Act. One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) List of First Aid Officials and Certificates Name of person/s in charge of First Aid box/es displayed. Location of First Aid box/as clearly indicated. Signs instructing employees to report all Injuries/illness including first aid injuries
General Safety Regulation 2	Personal Safety Equipment (PPE)	PSE Risk Assessment carried out Items of PPE prescribed/use enforced Records of Issue kept Undertaking by Employee to use/wear PPE PSE remain property of Employer, not to be removed from premises GSR 2(4)
Hazardous Chemical Substances (HCS) Regulations Construction Regulation 25	*Control of Storage & Usage of HCS and Flammables	Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of HCS (including Flammables) Written Proof of Competence of above appointee available on Site Risk Assessment carried out Register of HCS kept/used on Site Separate, purpose made storage available for full and empty containers
Construction. Regulation 23	Construction Vehicles & Earth Moving Equipment	Operators/Drivers appointed to: - Carry out a daily inspection prior to use - Drive the vehicle/plant that he/she is competent to operate/drive Written Proof of Competence of above appointee available on Site. Record of Daily inspections kept

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



2. Education & Training

9. Subject	10. Requirement
*Company OH&S Policy Section 7(1) *Company/Site OH&S Rules (Section 13(a)) *Induction & Task Safety Training (Section 13(a)) *General OH&S Training (Section 13(a)) *Occupational Health & Safety Promotion	Policy signed by CEO and published/Circulated to Employees Policy displayed on Employee Notice Boards Management and employees committed. Rules published Rules displayed on Employee Notice Boards Rules issued and employees effectively informed or trained: written proof Follow-up to ensure employees understand/adhere to the policy and rules. All new employees receive OH&S Induction Training. Training includes Task Safety Instructions. Employees acknowledge receipt of training. Follow-up to ensure employees understand/adhere to instructions. All current employees receive specified OH&S training: written proof Operators of Plant & Equipment receive specified training Follow-up to ensure employees understand/adhere to instructions. <u>Incident Experience Board indicating e.g.</u> * No. of hours worked without an Injury * No. of days worked without an Injury Mission, Vision and Goal Star Grading - Board kept up to date. Safety Posters displayed & changed regularly Employee Notice Board for OH&S Notices. Site OH&S Competition.

3. Public Safety, Security Measures & Emergency Preparedness

11. Subject	12. Requirement
*Notices & Signs Site Safeguarding *Security Measures *Emergency Preparedness *Emergency Drill & Evacuation	Notices & Signs at entrances / along perimeters indicating "No Unauthorized Entry" . Notices & Signs at entrance instructing visitors and non - employees what to do, where to go and where to report on entering the site/yard with directional signs. e.g. "Visitors to report to Office" Notices & Signs posted to warn of overhead work and other hazardous activities. e.g. General Warning Signs Nets, Canopies, Platforms, Fans etc. to protect members of the public passing / entering the site. Access control measures/register in operation Security patrols after hours during weekends and holidays Sufficient lighting after dark Guard has access to telephone/ mobile/other means of emergency communication Emergency contact numbers displayed and made available to Security & Guard Emergency Evacuation instructions posted up on all notice boards (including employees' notice boards) Emergency contingency plan available on site/in yard Doors open outwards/unobstructed Emergency alarm audible all over (including in toilets) Adequate No. of employees trained to use Fire Fighting Equipment. Emergency Evacuation Plan available displayed and practiced. (See Section 1 for Designation & Register)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



4. Personal Protective Equipment

13. Subject	14. Requirement
*PPE needs analysis	Need for PPE identified and prescribed in writing. PPE remain property of Employer, not to be removed from premises GSR 2(4)
*Head Protection	All persons on site wearing Safety Helmets including Sub-contractors and Visitors (where prescribed)
*Foot Protection	All employees on site wearing Safety Footwear including Gumboots for concrete / wet work and non-slip shoes for roof work. Visitors to wear same upon request or where prescribed
*Eye and Face Protection	<u>Eye and Face (also Hand and Body) Protection</u> (Goggles, Face Shields, Welding Helmets etc.) used when operating the following: * Jack/ Kango Hammers * Angle / Bench Grinders * Electric Drills (Overhead work into concrete / cement / bricks * Explosive Powered tools * Concrete Vibrators / Pokers * Hammers & Chisels * Cutting / Welding Torches * Cutting Tools and Equipment * Guillotines and Benders * Shears * Sanders and Sanding Machines * CO2 and Arc Welding Equipment * Skill / Bench Saws * Spray Painting Equipment etc.
*Hearing Protection	<u>Hearing Protectors</u> (Muffs, Plugs etc.) used when operating the following: * Jack / Kango Hammers * Explosive Powered Tools * Wood/Aluminum Working Machines e.g. saws, planers, routers
*Hand Protection	<u>Protective Gloves</u> worn by employees handling / using: * Cement / Bricks / Steel / Chemicals * Welding Equipment * Hammers & Chisels * Jack / Kango Hammers etc.
*Respiratory Protection	Suitable/efficient prescribed <u>Respirators</u> worn correctly by employees handling / using: * Dry cement * Dusty areas * Hazardous chemicals * Angle Grinders * Spray Painting etc.
*Protective Clothing	All jobs requiring protective clothing (Overalls, Rain Wear, Welding Aprons etc.) Identified and clothing worn.
*PPE Issue & Control	Identified Equipment issued free of charge. All PPE maintained in good condition. (Regular checks). Workers instructed in the proper use & maintenance of PPE. Commitment obtained from wearer accepting conditions and to wear the PPE. Record of PPE issued kept on H&S File. PPE remain property of Employer, not to be removed from premises GSR 2(4)

5. Housekeeping.

Subject	Requirement
*Scrap Removal System	All items of Scrap/Unusable Off-cuts/Rubble and redundant material removed from working areas on a regular basis. (Daily)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



	Scrap/Waste removal from heights by chute/hoist/crane. Nothing thrown/swept over sides. Scrap disposed of in designated containers/areas Removal from site/yard on a regular basis.
Stacking & Storage (See Section 1 for Designation & Register)	<u>Stacking:</u> * Stable, on firm level surface/base. * Prevent leaning/collapsing * Irregular shapes bonded * Not exceeding 3x the base * Stacks accessible * Removal from top only. <u>Storage:</u> * Adequate storage areas provided. * Functional – e.g. demarcated storage areas/racks/bins etc. * Special areas identified and demarcated e.g. flammable gas, cement etc. * Neat, safe, stable and square. * Store/storage areas clear of superfluous material. * Storage behind sheds etc. neat/under controls. * Storage areas free from weeds, litter etc.
*Waste Control/Reclamation	Re-usable off-cuts and other re-usable material removed daily and kept to a minimum in the work areas. All re-usable materials neatly stacked/stored in designated areas. (Nails removed/bent over in re-usable timber). Issue of hardware/nails/screws/cartridges etc. controlled and return of unused items monitored.
Sub-contractors.	Sub-contractors required complying with Housekeeping requirements.

6. Plant & Storage Yards/Site Workshops Specifics

15. Subject	16. Requirements
Section 8(2)(1) General Machinery Regulation 2(1): Supervision of the Use & Maintenance of Machinery	Person/s with specific knowledge and experience designated in writing to Supervise the Use & Maintenance of Machinery Critical items of Machinery identified/numbered/placed on register/inventory Inspection/maintenance schedules for abovementioned Inspections/maintenance carried out to above schedules Results recorded

7. Workplace Environment, Health and Hygiene

17. Subject	18. Requirement
*Ventilation	Adequate ventilation / extraction / exhausting in hazardous areas e.g. chemicals / adhesives / welding / petrol or diesel/ motors running and in confined spaces / basements.
*Noise	Tasks identified where noise levels exceeds 85 dB at any one time. All reasonable steps taken to reduce noise levels at the source. Hearing protection used where noise levels could not be reduced to below 85 dB.
*Heat Stress	Measures in place to prevent heat exhaustion in heat stress problem areas e.g. steel decks, when the WBGT index reaches 30. (See Environmental Regulation 4) Cold drinking water readily available at all times.
*Ablutions	Sufficient hygiene facilities provided - 1 toilet per 30 employees (National Building Regulations prescribe chemical toilets for Construction sites)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



	Toilet paper available. Sufficient showers provided. Facilities for washing hands provided Soap/cleaning agent available for washing hands Means of drying hands available Lock-up changing facilities / area provided. Ablution facilities kept hygienic and clean.
*Eating / Cooking Facilities	Adequate storage facilities provided. Weather protected eating area provided, separate from changing area Refuse bins with lids provided. Facilities kept clean and hygienic.
*Pollution of Environment	Measures in place to minimize dust generation. Accumulation or littering of empty cement pockets, plastic wrapping / bags, packing materials etc. prevented. Spillage / discarding of oil, chemicals and diesel into storm water and other drains or into existing or newly dug holes/cavities on site expressly prohibited.
*Hazardous Chemical Substances	All substances identified and list available e.g. acids, flammables, poisons etc. Material Safety Data Sheets (MSDS) indicating hazardous properties and emergency procedures in case of incident on file and readily available. Substances stored safely. Expiry dates meticulously checked where applicable
COVID-19	Toolbox Talks Sessions PPE (Cloth face masks and surgical gloves) Soap and Water, Hand Sanitisers Social distancing (1metre)

I, the undersigned hereby acknowledge that I fully understand the contents of this Health and Safety Specification and the consequences of non-compliance.

SIGNATURE OF CLIENT (CLIENT)

NameSignatureDate.....

SIGNATURE OF PRINCIPAL CONTRACTOR

NameSignatureDate.....

10. MEASUREMENT AND PAYMENT

10.1 Principles

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in the applicable payment item in the Bill of Quantities for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rate for "Health and Safety Obligations".

(a) Safety personnel

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to shall be members of the Contactor’s personnel, and no additional payment will be made for the appointment of such safety personnel.

(b) Records and registers

The keeping of health and safety-related records and registers as described is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor’s tendered rates and prices.

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



LEKWA LOCAL MUNICIPALITY
INSTALLATION OF VIP TOILETS

PORTION 2: CONTRACT

PART C2: PRICING DATA

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

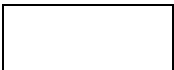


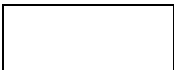
LEKWA LOCAL MUNICIPALITY
INSTALLATION OF VIP TOILETS

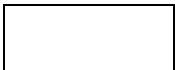
PART C2: PRICING DATA

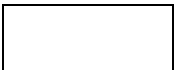
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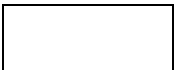
Section	Description	Page No
C2.1	Pricing Instructions	C2.1-1to4
C2.2	Bill of Quantities	C2.2-1to24
C2.3	Summary of Bill of Quantities.....	C2.3-1to2

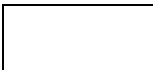

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2



LEKWA LOCAL MUNICIPALITY

INSTALLATION OF VIP TOILETS

PORTION 2: CONTRACT

PART C2: PRICING DATA

PART C2.1: PRICING INSTRUCTIONS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



LEKWA LOCAL MUNICIPALITY

INSTALLATION OF VIP TOILETS

PART C2.1: PRICING INSTRUCTIONS

1. GENERAL

These pricing instructions provide the Tenderer with guidelines and requirements with regard to the completion of the Bill of Quantities. These pricing instructions also describe the criteria and assumptions which will be assumed in the Contract to have been taken into account by the Tenderer when developing his prices.

The Bill of Quantities shall be read with all the documents which form part of this Contract.

The following words have the meaning hereby assigned to them:

Unit	:	The Unit of measurement for each item of work in terms of the Scope of Work.
Quantity	:	The number of units for each item.
Rate	:	The payment per unit of work at which the tenderer tenders to do the work.
Amount	:	The product of the quantity and the rate tendered for an item.
Lump sum (L.Sum)	:	An amount tendered for an item, the extend of which is described in the Pricing Instructions, Bill of Quantities or the Scope of Work but the quantity of work of which is not measured in any units.

2. PAY ITEMS

The method of measurement as published in the SABS 1200 Standardized Specifications subject to the variations and amendments contained in section C3.4.2 shall be applicable to this contract.

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standard Specifications. The measurement and payment clause of each Standard Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standard Specification, or the Scope of Work, conflict with the terms of the Bill of Quantities, the requirements of the Standard Specification or Scope of Work, as applicable, shall prevail.

The item numbers appearing in the Bill of Quantities refer to the corresponding item number in the standard specifications or as amended in the Scope of Work. In the letter case, the item number is prefixed with the letter "B". The same applies to new clauses added to the standard specification.

The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

3. QUANTITIES

- 3.1 Unless otherwise stated, items are measured net and no allowance is made for waste.
- 3.2 The quantities set out in the Bill of Quantities are the estimated quantities of the Works, and do not necessarily represent the actual amount of work to be done. The quantities shown in the bills of quantities are for all the total estimated work per part of work during the current financial year only. It is anticipated that the budget amount for the next financial year will be similar.
- 3.3 All the work of a specific part may be allocated to one contractor by the municipality or it may be shared between all the appointed contractors for that specific part of the work.
- 3.4 The quantities certified for payment, and not the quantities given in the Bill of Quantities, shall be used for determining payments to the Contractor. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

4. RATES

- 4.1 The prices and rates to be inserted in the Bill of Quantities are to be full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

- 4.2 A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as "included" or "provided elsewhere" will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the schedule.

Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Bill of Quantities and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

- 4.3 The Tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. The intention is that, although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item be actually required.
- 4.4 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



-
- 4.5 The Tenderer shall not group together a number of items and tender one rate for such group of items.
- 4.6 All rates and sums of money quoted in the Bill of Quantities shall be in rands and whole cents. Fractions of a cent shall be discarded.
- 4.7 All prices and rates entered in the Bill of Quantities must be **excluding Value Added Tax (VAT)**. VAT will be added last on the summary page of the Bill of Quantities.
- 4.8 Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the Employer.
- 4.9 Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Documents, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts tendered for the items scheduled in the Bill of Quantities, and separate additional payments will not be made.
- 4.10 If 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 unit rate shall be corrected. Where there is an obvious gross misplacement of the decimal point in the unit rate, the unit rate as quoted shall govern, and the line item total shall be corrected.
- 4.11 **Preliminary and generals not exceed 15% of total construction cost estimate.**

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



LEKWA LOCAL MUNICIPALITY
INSTALLATION OF VIP TOILETS

PORTION 2: CONTRACT
PART C2.2
BILL OF QUANTITIES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



LEKWA LOCAL MUNICIPALITY

INSTALLATION OF VIP TOILETS

PORTION 2: CONTRACT

PART C2.3

SUMMARY OF BILL OF QUANTITIES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



SUMMARY OF BILL OF QUANTITIES

Note:

Tenderers are reminded to transfer the Total Tender Sum to Part C1.1: Form of Offer and Acceptance.

Item No	Description	Unit	Quantity	Rate (R)	Total (R)
	NEW VIP TOILETS				
1	Preliminary and General	Sum	1		
	1.1 Site establishment	Sum	1		
2	Excavation of pit	m3	720		
3	Supply and handling of complete material for a VIP toilet	each	100		
4	Installation of material	each	100		
	Subtotal A				
	Contingencies @ 5%				
	Subtotal A				
	Vat @15%				
	Total				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



LEKWA LOCAL MUNICIPALITY
INSTALLATION OF VIP TOILETS

PORTION 2: CONTRACT
PART C3: SCOPE OF WORK

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



LEKWA LOCAL MUNICIPALITY

INSTALLATION OF VIP TOILETS

PART C3: SCOPE OF WORK

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



LEKWA LOCAL MUNICIPALITY

INSTALLATION OF VIP TOILETS

PART C3.1: DESCRIPTION OF THE WORKS

C3.1.1 Employer's Objectives

The Lekwa Local Municipality has identified the need to install ablution facilities within the rural areas of Lekwa Local Municipality. As part of this process Lekwa LM has identified the wards, which is a priority.

C3.1.2 Overview and Location of Works

The VIP Toilets will be at ward 12 and 13.

C3.1.3 Extent of Works

Construction Philosophy

The Rural Wards are in a bad space in terms of availability of sanitation. Virtually the Current state sanitation availability in Rural wards it's becoming a problem some of the areas never had toilets and other areas are building more houses and the population is growing.

Taking all of the above into account it was concluded that the VIP toilets be constructed along in the rural wards as far as possible.

DRILLING OF BOREHOLES IN RURAL WARDS (9,12 & 13).

The scope of works entails the following:

Installation of 100 VIP toilets, with 50 installed each in rural wards 12 & 13

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



LEKWA LOCAL MUNICIPALITY

INSTALLATION OF VIP TOILETS

PART C3.2: ENGINEERING

C3.2.1 DRAWINGS

No drawings will be issued.

C3.2.2 MANAGEMENT

Management of the Works

The management of the site shall be in accordance with the provisions of the relevant SANS standards and the General Conditions of Contract.

Setting-out Detail

The works should be set out according to the Construction drawings. Contractors should familiarize with the boundaries of region.

It remains the Contractor's responsibility to set out all work from the benchmarks and reference pegs.

Provision of access to yards/homes

C3.2.3 CHANGES TO SCOPE OF WORK

It is a condition of this contract that the employer reserves the right to limit the total expenditure on the Works due to possible budget constraints. Should the tender sum exceed the budgeted amount, the scope of the works may be reduced at any time before or during the contract period to ensure that the final contract amount does not exceed the budgeted amount.

For any particular works' instruction, all work shall be subject to the approval and issuing of a works order by the municipality.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C3.2.4 TRAFFIC

C3.2.4.1 Access

Access to adjacent properties shall be maintained at all times. If closures are unavoidable and approved by the Engineer, property owners shall be warned by the contractor in writing, at least 3 days in advance, of any such intended closure and be advised of the extent of the closure.

The Contractor shall organize the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work.

If, as a result of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties.

The Contractor may, with the approval of the Engineer, make arrangements with the occupiers of erven and properties via the PSC to close off part of a street, road, and footpath or entrance temporarily, provided that the Contractor duly notifies the occupiers of the intended closure and its probable duration and re-opens the route as punctually as possible. Where possible, the road shall be made safe and re-opened to traffic overnight.

Such closure shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs and drums shall be provided by the Contractor to suit the specific conditions.

C3.2.4.2 Accommodation of traffic

The travelling public shall have the right of way on public roads and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

Failure to maintain road signs, warning signs, etc. in a good condition shall constitute ample reason for the Engineer to apply penalties as specified and to bring the Works to a stop until the road signs, etc. have been repaired to his satisfaction. All temporary road signs will be placed on stands with a minimum height from the ground of 750 mm. All road signs will be a minimum size of 900 mm signs. The Contractor shall not be permitted to use traffic cones as a singular method for traffic accommodation and all traffic cones will be used alternating with delineators and the appropriate sign boards.

The Contractor shall not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the SADC Road Traffic Signs Manual, volume 13. Typical sections are indicated in the drawings.

The Contractor shall program his activities, taking note of all the above-mentioned restrictions. The Contractor's tendered rates for the relevant items in the Schedule of Quantities shall include full compensation for all possible additional costs which may arise from the above and no claims for extra payment due to inconvenience as a result of the *modus operandi* will be considered.

The Contractor shall take special precautions to ensure the safety of traffic on all roads that are affected by the works. Furthermore, the Contractor shall adjust his work program to ensure that the hazard posed to the traveling public by equipment and/or personnel working on the road during periods of reduced visibility or other unfavourable environmental or traffic conditions are limited as far as possible.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



The Contractor's tendered rates shall include full compensation for all possible additional costs, which may arise from the above and no claims for extra payment or for an extension of time due to inconvenience as a result of the prescribed process will be considered. The Contractor shall nominate properly trained traffic safety officers who shall be approved by the Engineer, and who shall be responsible at all times, including after hours, nights, weekends and public holidays, for the traffic safety of the work area and the accommodation of traffic.

The traffic safety officer shall not be the site agent, contracts manager, foreman or any employee who is involved directly with the construction process. The duties of the traffic safety officer shall be dedicated to traffic safety and accommodation of traffic. The contractor shall provide for at least one day and one night person.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



LEKWA LOCAL MUNICIPALITY

INSTALLATION OF VIP TOILETS

PART C3.3: PROCUREMENT: GUIDELINES FOR SUBCONTRACTING AND LABOUR ENHANCEMENT

C3.3.1 DEFINITIONS

"The community" means individual and communal property owners, organised groups of road users, other interest groups and departments or spheres of government that may be affected by the location, construction, operation and maintenance of the road to which this contract applies.

"Conventional contract" means any contract for the execution of civil engineering or building or similar construction works, in which the liabilities and responsibilities of the two parties thereto are assigned essentially in a manner which is consistent with that set out in the General Conditions of Contract for Road and Bridge Works for State Road Authorities, 1998 (as published by the Committee of Land Transport Officials) or other similar documents.

"Conventional subcontract" shall be similarly and appropriately construed.

"Contract Participation Goal" (or CPG), is the value of goods, services and works, excluding VAT, for which the Contractor proposes to engage labour and subcontractors.

"Contractor" means any person or group of persons in association, or firm, or body corporate who is registered with the Construction Industry Development Board (CIDB) and:

- a) have a contractor grading designation equal to or higher than a contractor grading designation specified for the Contract, or
- b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above

"Subcontractor" shall be similarly and appropriately construed.

"Emerging contractor" means an ABE that cannot reasonably be categorized as a conventional contractor defined above.

"Affirmable Business Enterprise (ABE)" means a business which adheres to statutory labour practices, is a legal entity, registered with the South African Revenue Service and a continuing and Independent Enterprise for profit, providing a Commercially Useful Function and:

- a) Which is at least two thirds owned by one or more previously disadvantaged individuals or, in the case of a company, at least two thirds of the shares are owned by one or more previously disadvantaged individual; and

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- b) Whose management and daily business operations are in the control of one or more of the previously disadvantaged individuals who effectively own it.

"Key Personnel" means all contracts managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators, and all other personnel in the permanent employ of the Contractor or his subcontractor who possesses special skills and/or who play key roles in the Contractor's or subcontractor's operations.

"Worker" for the purposes of this specification means any person, not being one of the defined key personnel of the Contractor or his subcontractor, who is engaged by the Contractor or subcontractor to participate in the execution of any part of the contract works and shall include unskilled labour, semi-skilled and skilled labour, artisans, clerical workers and the like.

"Workforce" means the aggregate body comprising all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all his subcontractors.

"Subcontractor" means any person or group of persons in association, or firm, or body corporate (whether formally constituted or otherwise) not being the Contractor, to whom specific portions or aspects of the works are sublet or subcontracted by the Contractor in accordance with the provisions of the contract.

"Level of subcontractor" means the level of responsibility carried by and the assistance to be provided to the different grades of subcontractor in the execution of subcontracts.

"Project Committee" is the committee comprising out of the Employer's representative, The Engineer or his representative, the Contractor or his representative and the CLO.

"CLO" is the Community Liaison Officer as appointed by the Contractor and paid under the Contract.

C3.3.2

LABOUR ENHANCED CONSTRUCTION

The Contractor's attention is drawn to the fact that it is an objective of the contract to maximize the labour content of certain operations or portions thereof. In this regard, where the specified work allows for a choice between mechanical or labour-enhanced means, the former shall generally be kept to the practical minimum.

The Contractor shall submit on a monthly basis on the date as determined by the Employer, daily labour returns on the prescribed templates to the Engineer indicating the numbers of labour employed on the works and the activities on which they were engaged. The minimum daily rate is **R160 per day**

It is also an objective to utilize SMME's / ABE's in the vicinity of the project, the development of these resources in the execution of the project, and by maximizing the amount of project funds retained within the project locality.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C3.3.3

TEMPORARY WORKFORCE

a) Record of workforce and subcontractors

The Contractor shall maintain accurate and comprehensive records of all workers engaged on the contract and shall provide to the Engineer at monthly intervals from the commencement of the contract, interim records substantiating the actual numbers of employment opportunities which have been generated to date and the amounts actually paid in respect thereof. Such interim records shall be in a format approved by the Employer. Labour records of emerging contractors, SMME or ABE subcontractors, where applicable, shall also be provided by the Contractor and shall be deemed to form part of the workforce.

The Contractor shall, on completion of the contract, and as a pre-requisite to the release of any retention money, provide the Engineer with independently audited documentary evidence of the total number of employment opportunities actually generated during the contract.

The value of the target amount (minimum Contract Participation Goal) spent on local labour is prescribed elsewhere in this document.

b) Recruitment and selection procedures

The Contractor shall be responsible for the final selection of workers and subcontractors to constitute the temporary workforce but in doing so, shall adhere to the procedures adopted by the CLO along the following guidelines:

The Contractor shall advise the Engineer in writing, of the numbers of each category of temporary worker which he requires, together with the personal attributes which he considers desirable that each category of worker shall possess (taking due cognizance of the provisions of the contract relating to training).

The CLO shall take the necessary actions to identify potential workers for the temporary workforce from communities in the vicinity of the works. The details of all persons applying for employment shall be recorded, including inter-alia:

- Name, address, age and sex
- Marital status and number of dependants
- Qualifications and previous work experience (whether substantiated or not)
- Period since last economically active
- Preference for type of work or task.

The CLO shall make a selection of workers from amongst the applicants, taking due cognizance of his requirements for the workforce as supplied by the Contractor and the provisions of the contract in regard to the provision of training to selected members of the workforce and in accordance with the following principles:

No potential temporary worker shall be precluded from selection by virtue of a lack of skill in any suitable operation forming part of the works, unless:

- all available vacancies have been or can be filled by temporary workers who already possess suitable skills; or
- the completion period allowed in the contract, or the remaining portion of the contract period (as the case may be) is insufficient to facilitate the creation of the necessary skills;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



The Contractor shall make a final selection from the list provided by the CLO using the following criteria:

- preference shall be given to the long term unemployed and single heads of households
- in so far as is reasonably practicable, give priority to accommodating the applicants' expressed preferences regarding the types of work for which they are selected and shall not be prejudicial to youth over the age of fifteen years and women.

The same provisions shall apply as is in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time during the contract.

c) **Terms and Conditions pertaining to the Employment of the Temporary Workforce and subcontractors**

The onus shall be on the Contractor to ensure that all the requirements of all the acts relating to the employment of workers and subcontractors are observed.

d) **Labour Relations and Worker Grievance Procedures**

In accordance with the provisions of the General Conditions of Contract, the Contractor shall, at his own cost, be fully responsible for the establishment and maintenance of satisfactory labour relations on site and the resolution of all grievances of temporary workers and subcontractors as may occur.

The Contractor shall at all times adhere to the accepted norms and standards of labour relations prevailing generally in the civil engineering construction industry and shall conduct himself in a fair and reasonable manner, within the constraints as may be imposed upon him by the terms of the contract.

In the event of any temporary worker engaged by the Contractor in terms of the contract, being aggrieved on any issue, he shall have the right to nominate and be supported in any inquiry or disciplinary hearing or investigation instituted by the Contractor, by one member of the temporary workforce.

In the event of any grievance not being satisfactorily resolved through the application of normal dispute resolution procedures described above, then either the Contractor or the worker concerned may require that the matter be referred to the PC for further consideration, with a view to facilitating resolution thereof.

C3.3.4 TRAINING OF THE TEMPORARY WORKFORCE

Selected members of the workforce are to be provided at least with structured training by a nominated subcontractor, in accordance with the provisions of this section. The Contractor shall make all necessary allowances in his program of work to accommodate and facilitate the delivery of such structured training.

ABE subcontractor's workforces will be entitled to receive accredited training that will improve on task skills necessary for the execution and successful completion of the various subcontracts. The Contractor, in conjunction with the Engineer, shall monitor each ABE's progress closely and shall identify those who will benefit from structured construction skills training

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



The technical training shall comprise of items selected from the table in paragraph 7 of this section and which are relevant to this project.

C3.3.5 ACCREDITED TRAINING AND ATTENDANCE

Only qualified trainers employed by training agencies who are accredited by the Civil Engineering Industry Training Scheme (CEITS), or any other institution recognized by the Department of Labour shall deliver all training certificates affirming the successful participation in the various courses and shall be presented to each attendant.

The contractor shall facilitate in the delivery of training, by instructing and motivating the relevant subcontractor regarding his staff's attendance and participation therein.

The contractor shall further make all reasonable efforts to co-ordinate subcontractor's work with that of the delivery of the structured training

The provision of structured training shall not relieve the Contractor of any of his obligations in terms of the Conditions of Contract and the Contractor shall remain fully liable for the provision, at his own cost, of any other training of the workforce, additional to the structured training, as deemed to be necessary by the Contractor to achieve the execution and completion of the works strictly in accordance with the provisions of the contract.

C3.3.6 PENALTIES FOR NON-COMPLIANCE

Any deliberate failure or neglect by the Contractor to comply with the provisions of this specification, or any deliberate omission or neglect by the Contractor in adhering to or applying the principles as are described and inherent in this specification, shall be deemed to constitute a warrant for the Engineer to act in terms of the Conditions of Contract or the penalties specified for non-attaining the prescribed CPG's will be applied and doubled.

C3.3.7 MEASUREMENT AND PAYMENT

ITEM	UNIT
-------------	-------------

C3.3.1 Community Liaison Officer Salary	provisional (Prov) sum
--	------------------------

The provisional sum provided shall cover the salary of the duly elected and approved CLO.

C3.3.2 **Training**

- a) Training of the temporary workforce
 - i) Technical training provisional (Prov) sum
 - ii) HIV/AIDS provisional (Prov) sum

The provisional sums provided shall cover all the cost for the training of the temporary workforce.

C3.3.3 Handling costs and profits in respect of items	
C3.3.1 and C3.3.2	percentage (%)

The tendered percentage is a percentage of the amounts actually spent under the items, which shall include full compensation for the handling costs of the Contractor, and the profit in connection with the training.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C3.3.6 Penalties

b) Targeted Labour percentage point

The penalty for item (b) for not attaining at least the tendered number of person-days (refer to Part T2: Returnable Documents) will be calculated as follows:

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = \frac{1.0 \times (D - D_0) \times N_A}{(100)}$$

Where

D = tendered Contract Participation Goal percentage
D₀ = the Contract Participation Goal which the Engineer based on the credits passed, certifies as being achieved upon completion of the Contract
N_A = Net Amount (Contract expenditure, excluding VAT)
P = Rand value of penalty payable.

The Minimum set-aside on this contract for Targeted Labour is 7.5%

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



LEKWA LOCAL MUNICIPALITY

INSTALLATION OF VIP TOILETS

PART C3.4: CONSTRUCTION

C3.4.1 Site Establishment

The Contractor shall negotiate with property owners and make his own arrangements to obtain sites for the erection of offices, laboratories, yards, etc. Written approval must be obtained from the owners on whose property the camp is to be situated. The choice of all sites for the establishment of camps is subject to the approval of the Engineer. Campsites within the road reserve will not be permitted. The site for the Engineer's offices and laboratories shall not be used for the accommodation or housing of the Contractor's personnel and employees.

The Contractor shall make his own arrangements concerning the supply of electrical power, water, telephone and all other services, both for use at the site establishment area as well as for the use in the construction of the Works. No direct payment shall be made for the provision of any service and the cost thereof shall be deemed to be included in the rates tendered for the various items of work for which these services are required

C3.4.2 Survey Control and Setting Out of the Works

Reference and level beacons will be shown to the Contractor by the Engineer at the commencement of the Contract and the Contractor will be responsible for transferring the data to the Site of Works.

The Contractor shall check the condition and accuracy of all reference and level beacons and satisfy himself that they have not been disturbed and are true with regard to position and level. A beacon that has been disturbed shall not be used until its true position and level have been re-established and the new values have been certified by the Engineer. The Contractor shall thereafter be held entirely responsible for the protection of all reference and level beacons.

The Contractor shall employ a capable surveyor to set out the Works to the required lines and levels. The Engineer shall be informed immediately should any discrepancy be discovered between the levels or dimensions obtained by the Contractor and those shown on the drawings.

Where a beacon is likely to be disturbed during construction operations, the Contractor shall establish suitable reference beacons at locations where they will not be disturbed during construction. No beacons shall be covered over, disturbed or destroyed before accurate reference beacons have been established and details of the positions and levels of such beacons have been submitted to the Engineer. The Contractor's reference beacons shall be of at least the same accuracy and sturdiness of construction as the existing beacons.

The Contractor shall submit the method of setting out he proposes to employ to the Engineer. Accurate control of line and level shall be provided by the Contractor at all stages of construction.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Work set out by the Contractor may be checked by the Engineer and any errors found shall be rectified by the Contractor at his own expense. The Contractor shall supply any instrument, equipment, material and labour required by the Engineer for this survey work. Any assistance, including checking given to the Contractor by the Engineer or any setting out done by the Engineer for Contractor shall not be held as relieving the Contractor of his responsibility for the accurate construction of the Works.

The Contractor's survey instruments and survey equipment shall be suitable for the accurate setting out of the Works and shall be subject to the approval of the Engineer. They shall furthermore be checked and correctly adjusted by the authorized agents before the commencement of the contract and subsequently when required by the Engineer and when otherwise necessary.

When required the Contractor shall, at his own expense, provide two labourers to assist the Engineer. The Engineer shall have the sole right of approving of such a labourer.

Survey work shall not be measured and paid for directly and compensation for the work involved in setting out shall be deemed to be covered by the rates tendered and paid for the various items of work included under the contract.

C3.4.3 Inspection of Adjoining Properties

The Contractor shall take cognizance of the following:

Before any construction work commences in any section of the Works, the Contractor shall inspect all properties adjoining that section, preferably in the company of the relevant property owner or representative of the owner, and record the following:

- A photographic record of each property;
- All existing visible cracks in the adjoining buildings;
- Alternative accesses to the property;
- Location of services entering the property.

C3.4.4 Construction in Confined Areas

It will be necessary for the Contractor to work within confined or restricted areas. No additional or extra over payment will be made as described for in "restricted areas" in the Standard Specifications. The Contractor shall note that measurement and payment will be in accordance with the specifications, excluding payment for work in restricted areas, irrespective of the method used, and that the rates and amounts tendered shall be deemed to include full compensation for any special equipment or construction methods or for any difficulty encountered in working in confined or restricted areas and narrow widths at or around obstructions, and that no extra payment will be made nor will any claim for payment be considered on account of these difficulties.

C3.4.5 Existing Services

The scope of works for this contract shall be affected by existing services. Where necessary the Contractor must familiarize himself with the position and extent of existing services and to carry out the works in such a manner as not to cause damage to existing services. All manhole covers in the road must be clearly referenced and absolutely no surfacing shall be allowed on any manhole cover.

Any cost of repairs, replacement and/or installation of services and equipment resulting from the Contractor's negligence or unauthorized action shall be to the Contractor's account.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Where applicable, the employer's standard specification for repairing and installation of water and sanitation services shall be used.

C3.4.6 Plant and Materials

The Contractor, when using materials that are required to comply with any standard specification, shall, if so ordered, furnish the Engineer with certificates of compliance.

Where so specified, materials shall bear the official mark of the appropriate authority. Samples ordered or specified shall be delivered to the Engineer's office on the site free of charge.

Where proprietary products have been specified, similar products may be used subject to the prior written approval of the Engineer.

Unless otherwise specified, all proprietary materials shall be used and placed in strict accordance with the relevant manufacturer's current published instructions.

Unless anything to the contrary is specified, all manufactured articles or materials supplied by the Contractor for the permanent works shall be unused and fresh, not older than three months or as approved by the engineer.

Existing structures on the site shall remain the property of the employer and except as and to the extent required elsewhere in the contract, shall not be interfered with by the Contractor in any way.

Materials to be included in the works shall not be damaged in any way and, should they be damaged on delivery or by the Contractor during handling, transportation, storage, installation or testing they shall be replaced by the Contractor at his own expense.

All places where materials are being manufactured or obtained for use in the works, and all the processes in their entirety connected therewith shall be open to inspection by the Engineer (or other persons authorised by the Engineer) at all reasonable times, and the Engineer shall be at liberty to suspend any portion of work which is not being executed in conformity with these specifications.

The Contractor shall satisfy himself that any quarry selected for use provides the necessary mined material in accordance with the specification and that the quarry or borrow pits are in compliance with the latest environmental and mining legislation.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



LEKWA LOCAL MUNICIPALITY

INSTALLATION OF VIP TOILETS

PART C3.5: SPECIFICATIONS

C3.5.1 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are the **SABS 1200 Standardized Specifications**.

Although not bound in nor issued with this Document, the following Parts of the SABS 1200 Standardized Specifications shall apply:

SABS 1200 A:	General (1986)
SABS 1200 C:	Site Clearance (1980)
SABS 1200 D:	Earthworks (1988)
SABS 1200 DB:	Earthworks (Pipe Trenches) (1989)
SABS 1200 DK:	Gabions and pitching (1996)
SABS 1200 DM:	Earthworks (Roads, Subgrades) (1981)
SABS 1200 G:	Concrete (Structural) (1982)
SABS 1200 GA:	Concrete (Small Works) (1982)
SABS 1200 GB:	Concrete ordinary buildings (1984)
SABS 1200 HA:	Structural Steelworks sundry items (1990)
SABS 1200 L:	Medium-Pressure Pipelines (1983)
SABS 1200 LB:	Bedding (Pipes) (1983)
SABS 1200 LC:	Cable Ducts (1981)
SABS 1200 LD:	Sewer (1982)
SABS 1200 MFL:	Base (Light pavement structures) (1996)
SABS 1200 MJ:	Segmented paving (1984)
SABS 1200 MK:	Kerbing and channelling (1983)

Variations and additions to the various SABS 1200 Standardised Specifications are given in Portion B of the Project Specifications

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 to 6 (2002):	Targeted Construction Procurement
SANS 1921-1 (2004):	Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works and where accommodation of traffic is involved:



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



SANS 1921-2 (2004): Construction and Management Requirements for Works Contracts;
Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.

SANS 10298 (2004): Indirect small to medium-sized gas chlorination systems for the disinfection of water.

Other documents:

The latest edition of "Standards and Guidelines" from the National Home Builders Registration Council.

Model Preamble for Trades from the Association of SA Quantity Surveyors

General Conditions of Contract 2015 (third edition, 2015) Obtainable from the SA. Association of Consulting Engineers

C3.5.2 AMENDMENTS TO THE STANDARD SPECIFICATIONS

There are no amendments to the Standard Specifications.

C3.5.3 PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS

INTRODUCTION

In certain clauses in the Standard Specifications, allowance is made for 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 alternative or additional requirements applicable to this contract are contained in this section of the project specifications.

The number of each clause and each payment item in this part of the project specifications is prefixed "PS" and numbered sequentially followed by a number corresponding to the relevant clause or payment item in the standard specification in parentheses.

New clauses and payment items not covered by clauses or items in the Standard Specifications have also been included.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PART B1: AMENDMENTS TO THE STANDARD SPECIFICATIONS

PSA GENERAL

PSA.1 MATERIALS (3)

PSA 1.1 QUALITY (3.1)

All materials used in this contract shall comply with the relevant SABS Specification (as amended) or particular specification as noted.

PSA.2 PLANT (4)

PSA.2.1 PLANT FOR CONSTRUCTION PURPOSES (No reference)

The Contractor's plant for construction purposes shall be of modern design, adaptable for the purpose for which it is required, in sound condition, and ample in capacity for carrying out the Works expeditiously.

Should the Engineer be of the opinion that the plant in use is in any way unsuitable for carrying out the Works in a manner or at a rate commensurate with the requirements of the Contract, they shall have the right to call on the Contractor at any time during the progress of the works to provide additional or improved plant and tools as may be necessary to meet these requirements.

PSA.2.2 CONTRACTOR'S CAMP (4.2)

No housing is available for the Contractor's employees, and the Contractor shall make his own arrangements with the Local Authority regarding the housing of his employees and transporting them to site.

The Contractor shall provide in locations approved by the Engineer, adequate sanitary facilities for the use of all persons engaged on the Works. Such conveniences, which shall comply with Local Authority regulations, shall be maintained in a clean and hygienic condition and shall be properly secluded from public view and their use shall be strictly enforced.

The Contractor shall make his own arrangements with the municipal authorities for any bucket removals and shall bear all the costs in connection with such service. On removal of such conveniences the sites thereof shall be left in a clean, sanitary and tidy condition.

PSAB ENGINEER'S OFFICE

PSAB.1 NORMAL PROJECTS

PSAB.1.1 OFFICE BUILDINGS (Engineers Site Office) (1)

One site office shall be provided of at least 20m² area, complete with a level, 85mm concrete floor over 250micron USB green water proofing, insulated roof / ceiling, lockable door and be supplied with a table of at least 3.0m x 1.8m and 12 chairs. Allowance shall be made for the proper display and storage of plans.

In addition, this office shall be fitted with an air conditioning unit of at least 12000 BTU capacity and powered by the contractor's electrical provision / arrangement during meetings at least twice monthly. This office shall not be used for the contractor's storeroom.

This office will be paid for per week and only once it is erected and approved.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



At least one pit latrine or chemical toilets, suitably enclosed, shall be maintained close to all the engineers office at all times. All possible measures shall be taken to control odours.

No telephone facilities are required by the Engineer

PSAB.1.2 NAMEBOARDS (3.2.1)

The Contractor shall supply one name board in accordance with the details indicated in this document. (2.4 m x 1.2 m on metal frame on timber posts)

The board shall be placed in a position designated by the Engineer.

This board shall remain the property of the Contractor who shall dismantle and remove the said board on completion of the contract.

PSAB.1.3 LABORATORY (3.2.3)

Provide a suitably sized concrete curing pit / bath, filled with water and maintained, to keep all concrete test cubes submerged prior to delivery to an independent test laboratory.

PSAB.1.4 SURVEY FACILITIES (3.2.4)

The Contractor shall make available on site and maintain for use by the Engineer and / or his representative the following:-

- a) Two survey assistants as and when required.
- b) Two automatic levels (new, with calibration certificates) each with tripod;
- c) Two level staffs, all graduated metrically;
- d) Two 5 m and one 30 m tape measure;
- e) four ranging rods;
- f) steel pegs – No: 50, 12 mm dia. x 400 mm long; and
- g) Two x 1.8 kg hammer.

PSAB.1.5 HOUSING FOR THE ENGINEER'S STAFF (3.2.5)

No engineer's staff housing is required for this contract.

PSC SITE CLEARANCE

PSC.1 **MATERIALS (3)**

PSC .1.1 DISPOSAL OF MATERIAL (3.1)

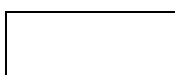
Suitable spoil sites will be located on site by the Engineer and confirmed by the issue of a site instruction. The Contractor may not make his own arrangements in this regard without the written approval of the Engineer.

PSC.2 **CONSTRUCTION (5)**

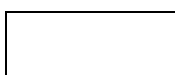
PSC.2.1 AREAS TO BE CLEARED AND GRUBBED (5.1)

Areas to be cleared and grubbed shall be classified as follows:

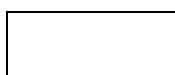
- a) General Clearing and Grubbing



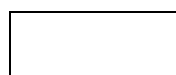
Contractor



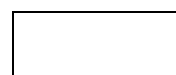
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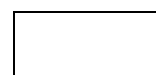
Witness 2



Employer



Witness 1



Witness 2



Any areas requiring particular clearing and grubbing must be agreed with the Engineer prior to any such clearing taking place. Any area cleared without the consent of the Engineer will not be measured in terms of this Clause and may result in further action being taken against the Contractor in terms of any contravention with the environmental management plan. Where the Engineer has instructed that clearing must take place or is required, it shall be measured as a strip 3m wide.

PSDB.1 MATERIALS (3)

PSDB.1.1 CLASSES OF EXCAVATION (3.1)

The classification of excavated materials shall be as specified in Subclause 3.1 of SABS 1200 D.

PSDB.1.2 CONTROL OF WATER (4.2)

The Contractor will encounter water & seepage water in some of the trench excavation. The contractor is required to assess the condition and nature of the site and to price a "lump sum" item to take care of water in trenches. No other payment will be made for measures required to deal with this water.

PSDB.2 CONSTRUCTION (5)

PSDB.2.1 MINIMUM BASE WIDTHS (5.2)

Base widths shall be as detailed on SABS 1200DB.

PSDB.2.3 BACKFILLING (5.6)

PSDB.2.3.1 General (5.6.1)

ADD the following to the clause:

No thrust block or pipe requiring special wrapping may be covered by either the fill blanket or the main backfill until inspected and passed by the Engineer.

PSDB.2.3.2 Disposal of unsuitable and make up of deficiency of backfill material (5.6.3 and 5.6.5)

The freehaul distance shall be: -

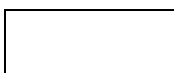
1.0km for machines

PSDB.2.4 COMPACTION (5.7)

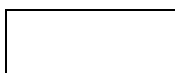
PSDB.2.4.1 Areas subject to traffic loads (5.7.2)

Areas subject to traffic loads will be instructed by the Engineer in writing. No other areas will be considered for payment. The contractor will be expected to provide test results from an approved laboratory demonstrating that the additional compactive effort has been achieved. No additional payment will be made for these tests.

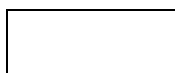
PSDB.2.5 SHORING (5.11)



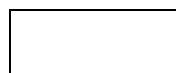
Contractor



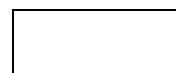
Witness 1



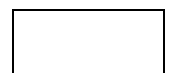
Witness 2



Employer



Witness 1



Witness 2



The provision for shoring shall be deemed to be included in the relevant rates for excavation. The Contractor's attention is drawn to the need to operate safely and to ensure that trenches are either shored or battered to a safe slope.

PSDB.3 MEASUREMENT AND PAYMENT (8)

PSDB.3.1 BASIC PRINCIPLES (8.1)

In addition to the activities listed in 8.1.1, excavation shall also include for the cost of piping and compacting the trench bottom to a minimum of 90% MOD AASHTO density in all materials irrespective of whether the base has been loosened or not during excavation.

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

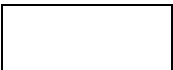


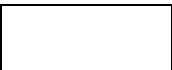
LEKWA LOCAL MUNICIPALITY
INSTALLATION OF VIP TOILETS

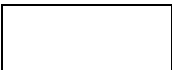
PART C4: SITE INFORMATION

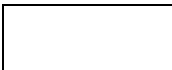
CONTENTS

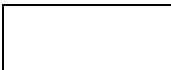
Section	Description	Page No
C4.1	SCOPE OF SITE INFORMATION	C4.1-1to1
C4.2	SUBSOIL INVESTIGATION	C4.2-1to1
C4.3	EXISTING SERVICES	C4.3-1to1
C4.4	EXISTING BUILDINGS & STRUCTURES	C4.4-1to1

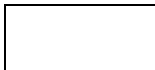

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2



LEKWA LOCAL MUNICIPALITY INSTALLATION OF VIP TOILETS

PART C4.1: SCOPE OF SITE INFORMATION

The documentation included in this section describes the site as at the time of tender so as to have enabled tender pricing, determining work methods, programming and all other requirements for award of contract.

Only actual information about physical conditions on the site and its surroundings are included in this section.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



LEKWA LOCAL MUNICIPALITY
INSTALLATION OF VIP TOILETS

PART C4.2: SUBSOIL INVESTIGATION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



LEKWA LOCAL MUNICIPALITY

INSTALLATION OF VIP TOILETS

PART C4.3: EXISTING SERVICES

CONSTRUCTION RESTRAINTS

It is to be noted that there are existing services such as water, sewer, roads, storm water, fibre, Telkom lines and power lines within the site boundaries and their positions and levels are to be confirmed on site. There will be possible clashes these existing services. It remains the responsibility of the contractor to relocate the services if instructed to do so and to recommission the same.

The following existing services are present in these areas:

- Water network.
- Sewer network
- Telkom services.
- Electrical service with underground cables.
- Road networks
- Storm water
- Fibre optic lines.

The known services are indicated on the drawings but it remains the responsibility of the Contractor to detect and protect the existing services. The Contractor must liaise with all service owners before any excavation begins.

It is hence deemed that the contractor will obtain the necessary authorisation to open up existing services so as to ascertain the proximity thereof in relation to where construction is to take place and in respect of cover to protect such works. It must be noted that the Engineer will use the factual circumstances as indicated above to adjudicate if the contractor has observed the necessary precaution when damage to or interruption of an existing service occurs.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2