

GREATER TAUNG
LOCAL MUNICIPALITY



GREATER TAUNG LOCAL MUNICIPALITY

**BID No: GTLM/INFR15/09/2021/2022 CONSTRUCTION OF A
STORMWATER DRAINAGE CHANNEL IN MOGOPELA B VILLAGE**

OCTOBER 2021

Issued by Greater Taung Local Municipality Private Bag X1048 Taung Station, 8580 Contact: Name: Mrs. B. Matebele Telephone 053 994 9400	Prepared by: Maruapula Engineers P O Box 50007 Mafikeng, 2791 Contact: Name: Mr. Oageng Motswenyane Telephone: 018 381 1659
Tenderer: Address: Telephone no. Fax no:..... Total of the prices inclusive of value added tax: R.....	

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The Tender

Part T1 Tendering Procedures

T1.1 Tender Notice and Invitation to Tender

GREATER TAUNG
LOCAL MUNICIPALITY



GREATER TAUNG LOCAL MUNICIPALITY

DESCRIPTION	BID No.	LOCAL CONTENT	PRE-BID MEETING/SITE INSPECTION	EVALUATION CRITERIA & CIDB GRADING	DOC FEE	CLOSING DATE
Construction of a Stormwater Channel in Mogopela B Village	GTLM/INFR15/09/2021/2022	Steel Products and Components for Construction (100%)	13/10/2021 @12:00, Municipal Admin Offices (Covid-19 regulations should be adhered to)	80/20 Point Functionality CIDB Grading 4CE or higher	R 1000.00	08/11/2021 @ 12:00

Tender documents will be available from the 06/10/2021

Bids documents with detailed bid specifications and detailed information are obtainable at the Finance Department office hours 08h00 to 15h00 of the GREATER TAUNG LOCAL MUNICIPALITY, Station Street Taung from **06 October 2021**. A non-refundable cash deposit fee of **R 1000.00** is required on collection of the bid.

NB: Bids will be adjudicated according to the GREATER TAUNG LOCAL MUNICIPALITY's Supply Chain Management Policy, the Preferential Procurement Policy Framework Act (Act 5 of 2005) and the Preferential Procurement Regulations, 2011, as well as the Broad Based Black Economic Empowerment Act (Act 53 of 2003). The tender will be evaluated on the 80/20 Preference Points system as prescribed by the Preferential Procurement Regulations, 2011.

No documents will be sold at the office, To purchase the documents, bidders must pay the tender fee into the account below. A proof of payment must be sent to the email below. A complete document with additional documents will be sent to the bidder's e-mail or can be collected at SCM Office. Tenders can still be couriered, but they must be in tender box before 12:00 of the date of the closing, no faxed or emailed tender documents will be accepted. Documents can still be viewed on the National Treasury website to assess if the bidder qualifies. **All enquiries regarding the tender's administration must be directed to supply chain management office @ 053 994 9400.** All submissions are to be made to Greater Taung Local Municipality, Clearly marked with the Contract Number and description addressed for attention of the Municipal Manager and should be submitted in the Tender box situated in the foyer at the Administration Building of the Municipality on or before the indicated closing date and time. NOTE: The Greater Taung Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept in whole or part. The tenders will also be evaluated based on the experience, capacity, and references where relevant. If you do not hear from us after the expiry of the validity period, please accept that your bid is unsuccessful. The tender validity period is 90 days.

Duly completed tenders must be attached with:

■Proof (original receipt) for the purchase of the tender document ■founding Statement/Proof of Registration as a Legal Entity ■Original Valid Tax Clearance Certificate ■Detailed Company Profile ■Letter from the bank confirming the good standing of the company and verifying the company's bank details ■Proof of working capital (5% of Tendered amount) ■Certified Copy of Identity Documents of directors ■Proof of VAT registration ■Original/ Certified copy of company's BBBEE Certificate (valid) ■Company Registration Certificate ■Certified copy/copies of reference "similar work done" and previous appointment letters or completion certificates of 'Applicable Previous Works Executed' ■Certified copies of COIDA ■CIDB Contractor grading of 4CE or higher ■Proof of residence of Directors / Members or Proprietor and Company as well as proof of payment of Municipal Rates account within the last three months for both ■and Proof of registration report on the Web based Central Supplier Database (CSD) with the National Treasury.

All the above mentioned documents must be attached separately as an Annexure.

Sealed Bids clearly marked "**GTLM/INFR15/09/2021/2022: Construction of a Stormwater Channel in Mogopela B Village**" must be placed in the tender box situated at the offices of the **GREATER TAUNG LOCAL MUNICIPALITY**, Station Street, Taung on or before 12h00 on **08 November 2021**

The Council is not bound to accept the lowest or any tender and reserves its right in this regard.

NB: BIDS WHICH ARE LATE, INCOMPLETE, UNSIGNED, COMPLETED BY PENCIL, SENT BY TELEGRAPH, FASCIMALE, ELECTRONICALLY (FAX), OR E-MAIL AND WITHOUT THE COMPULSORY REQUIREMENTS SHALL BE DISQUALIFIED

Enquiries should be directed to Mrs. B. Matebele @ 053 994 9400.

Banking Details:

Bank Name	:	ABSA
Account No	:	2650560046
Branch Code	:	630273
REF	:	Bid Reference Numbe
Email	:	scm.rfq@gtlm.gov.za

K. T. GABANAKGOSI MUNICIPAL MANAGER
01 October 2021

BID DISQUALIFYING CRITERIA LIST

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

BID CONDITIONS

1. If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
2. If the bid document is completed using a pencil. Only ink must be used to complete the bid document.
3. THE BID HAS NOT BEEN PROPERLY SIGNED BY A PARTY HAVING THE AUTHORITY TO DO SO ACCORDING TO THE EXAMPLE OF "AUTHORITY FOR SIGNATORY"
4. No authority for signatory submitted (printed on bidder's letter head) – See example, where it is stated that a duly signed and dated original copy of the company's relevant resolution (for each specific bid) of their members or their board of directors, must be submitted.
5. The bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
6. The bid has been submitted after the relevant closing date and time.
7. If any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
8. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
 - (a) who is in the service of the state, or;
 - (b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
 - (c) Who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest?
9. Bid offers will be rejected if the bidder or any of his directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector
10. Bid offers will be rejected if the bidder has abused the GREATER TAUNG LOCAL MUNICIPALITY's Supply Chain Management System.
11. Failure to attach a copy of a valid signed Joint Venture/Consortium agreement (if applicable) to the bid document.
12. Failure to complete and sign the certificate of independent determination or disclosing of wrong information
13. An updated record of payment of rates and taxes (three months) and services to the relevant Municipality must be attached. Failure to do so will invalidate the tender submitted. In case where a bidder is leasing a property, lease agreement and signed letter from the Landlord/Landlady should be attached. Bidders that are residing in traditional land must attached an updated letter from the Tribal Authority falling within the Bid period. If payment arrangement has been made to relevant municipality, proof must be attached.
14. A copy of Tax compliance Status with PIN issued must be attached
15. A copy of Company registration Certificate must be attached
16. **Local Content : Steel Products and Components for Construction (100%)**
17. **Attach breakdown of the 30% usage of Local resources**
18. Certified copy of BBBEE Certificate or Sworn Affidavit must be attached
19. Prices quoted must be firm (Fixed for the term of the Contract) and must be inclusive of VAT (if applicable).
20. Smart card ID Copies should be certified on both sides.
21. All MBD Forms together with the related Annexures must be completed and signed
22. Certified ID Copies of all Directors must be attached (not older than 3 months)

23. Proof of residence of all directors and business (Not older than three months):
(Statement of municipal account, lease agreement or proof of res for traditional council)
24. Registration summary must be attached as a proof that the bidder is registered with Central Suppliers Database (CSD)
25. Compulsory Briefing session
26. Programme of works to be attached.
27. Copies from certified copies are not allowed
28. All certified copies should not be older than three months
29. A person in the service of state shall not be considered
30. When documents certification is done by the commissioner of oath, ensure that the date of certification is indicated
31. **ONLY LOCALLY PRODUCED OR LOCALLY MANUFACTURED GOODS WITH THE MINIMUM STIPULATED THRESHOLD FOR LOCAL PRODUCTION AND CONTENT WILL BE CONSIDERED (SEE ATTACHED ANNEXURES).**
32. **SABS APPROVED TECHNICAL SPECIFICATION NUMBER SATS 1286:2011 AND THE GUIDANCE ON THE CALCULATION OF LOCAL CONTENT TOGETHER WITH THE LOCAL CONTENT DECLARATION TEMPLATES [annexure C(Local Content Declaration:Summary Schedule), D(Imported Content Declaration : Supporting Schedule to annex C) and E (Local Content Declaration: Supporting Schedule to annexure C)] are accessible to all potential bidders on the dti's official website (http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.**
33. **THE RATES OF EXCHANGE QUOTED BY THE BIDDER IN PAR. 4.1 OF THE DECLARATION CERTIFICATE WILL BE VERIFIED FOR ACCURACY.**
34. **No correction pens will be allowed and any cancellation must be signed**
35. This bid will be evaluated in terms of the 80/20 preference point system as prescribed by PPPFA regulations implemented on the April 2017
 - Where 80/20 is below the transaction value up to R 50 000 000 & •
 - Where 90/10 is above the transaction value of R 50 000 000

N.B FAILURE TO ADHERE TO THE ABOVE-MENTIONED CONDITIONS WILL AUTOMATICALLY DISQUALIFY YOUR BID
Conclusion

BIDDER

T1.2 Tender Data

The Conditions of Tender is the Standard Conditions of Tender as contained in Annex F of CIDB Standard Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of Tenderers in this Tender at the end of Section T1.2 Tender Data.

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

F.1.1	The Employer for this Contract is Greater Taung Local Municipality
F.1.2	Tender Documents The Tender Document consists of the following: <u>TENDER</u> T1: Tendering Procedures T1.1: Tender Notice and Invitation to Tender T1.2: Tender Data T1.3: Standard Conditions of Tender T2: Returnable Documents T2.1: List of Returnable Documents T2.2: Returnable schedules <u>CONTR</u> <u>ACT</u> C1: Agreement and Contract Data C1.1: Form of Offer and Acceptance C1.2: Contract Data C1.3: Form of Guarantee C1.5: Agreement in terms of the Occupational Health and Safety Act, 1993 (Act No 85, 1993) C2: Pricing Data C2.1: Pricing Instructions C2.2: Bill of Quantities C3: Specifications C3.1: Description Of The Works C3.2: Engineering C3.3: Procurement C3.4: Construction C4: Site Information

F.1.4	The Employer's agent is:
	Name : Maruapula Engineers Address: PO Box 50007, Mafikeng South, 2791 Contact person: Oageng Motswenyane Telephone: 018 381 1659 Fax: 018 381 8813 Email: lerato@maruapula.com
F.1.5	The Employer's right to accept or reject any Tender Offer
	The Employer may accept or reject any variation, or deviation, or part of any tender offer, or whole Tender Offer, or alternative Offer, and may cancel the Tender process and reject all Tender Offers at any time before the formation of a Contract. The Employer shall not accept or incur any liability to a Tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.2.1	Eligibility
	A Tenderer will not be eligible to submit a tender if: (a) The Contractor submitting the Tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices; (b) The Tenderer does not have the legal capacity to enter into the Contract; (c) The Contractor submitting the Tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities or is subject to legal proceedings in respect of the foregoing; (d) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy; (e) The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial, resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the Contract; (f) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies, and contributions required in terms of legislation applicable to the work in the Contract. (g) Only those Tenderers who have in their employ management and supervisory staff satisfying the requirements of the Scope of Work for Supervisory and management staff are eligible to submit Tenders; (h) Only those Tenderers who are registered with the CIDB as defined in Board Notice 86 of 2010 (May 2010), in terms of the CIDB Act No 38 of 2000, or are capable of being so prior to the evaluation of submissions, in a Contractor grading designation equal to or higher than a Contractor grading designation determined in accordance with the Sum Tendered of a 4CE or higher class of construction work, are eligible to submit Tenders. 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 in the 4CE or higher class of construction work; and (c) the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the Sum Tendered for a 4CE or higher class of construction work
F.2.1.1	The CIDB grading given here is only a guideline. Contractors are required to be registered in the particular grading arising from the tender sum from the priced bills of quantities for the tenders to be considered responsive should the grading be found to be different,
F.2.1.2	If the Tax Clearance Certificate is found to be incorrect, the Greater Taung Local Municipality may, in addition to any other remedy it may have: - - Recover from the Contractor all costs, losses or damages incurred or sustained by the State as a result of the award of the contract; and/or - Cancel the contract and claim any damages which the State may suffer by having to make less favourable arrangements after such cancellation; and/or - Impose on the Contractor a penalty not exceeding 5% of the value of the contract. Each party to a Consortium / Joint Venture / Sub-Contractors must attach their original Tax Clearance Certificate from the Receiver of Revenue.

F.2.10	Pricing the Tender Offer
	a) <u>Value Added Tax</u> The Valued Added Tax (VAT) rate is 15% as provided for by Legislation. The successful Tenderer shall be required to produce a VAT invoice that shall only be prepared once measurement and valuations for work done in Terms of Contract Offer have been agreed with the Employers agent and a Certificate of Payment issued. Payment of VAT to non VAT vendors shall be processed from the month in which the Tenderer's liability with the South African Revenue Services is effective.
F.2.11	Alterations to document
	A Tender Offer shall not be considered if alterations have been made to the Forms of Tender data or Contract data unless such alterations have been duly authenticated by the Tenderer or if any particulars required therein have not been completed in all respects
F.2.12	Alternative Tender Offers
	No alternative Offers will be considered
F.2.13.4.1	A tender submitted jointly by two companies shall be accompanied by a copy of the document establishing the joint venture, registered and authenticated by an official who is authorized to witness sworn statements. The document shall clearly state the reason for the imagination, its period of validity and persons who will represent it, how their assets will legally be obligated, and any further information that will explain the functions of the joint venture.
F2.13	Submitting to Tender Offer
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as original.
F.2.13.5	The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: Greater Taung Local Municipality Offices Physical address: Main Road, Taung Station, Taung.
	Identification details: Bid No: GTLM/INFR15/09/2021/2022 Postal address: Greater Taung Local Municipality Private Bag X1048 Taung 8580 The name and address of the Tenderer shall be entered on the back of the envelope.
F.2.13	A two-envelope procedure will not be followed.

F.2.15	Closing Time The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.16	Tender Offer Validity The tender offer validity period is 90 days.
F.2.18	Provide Other Material The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.23	Certificates The tenderer is required to submit with his tender a Certificate of Contractor Registration issued by the Construction Industry Development Board and a copy of an original valid Tax Clearance Certificate issued by the South African Revenue Services. Where a tenderer satisfies CIDB Contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner. The tenderers shall also submit a certified copy of a BBBEE verification certificate from an accredited ratings agency. In the event of a Joint Venture (JV), a BEE Verification Certificate for the JV shall be attached. The attached Verification Certificate(s) should identify: (a) The name and domicilium citandi 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

F.3.4	Opening of Tender Submissions Tenders will be opened immediately after the closing time for tenderers at Greater Taung Local Municipality Offices, Main Road, Taung Station, Taung. Time: 12:00 Date: 08 November 2021
F.3.7.1	A tender that does not comply with the requirements in the tender documents and the instructions in the official tender advertisement will be rejected as being invalid.
F.3.11	The procedure of the evaluation of responsive tenders in Method 2 (Formula 2, Option 1). Tenderers must however score a minimum of 70% of the functionality points prior to being evaluated on the method stated. Failure to achieve the minimum functionality score will invalidate the tender and the submission will be rejected. The financial offer will be scored using Formula 2 (option 1) where the value of W_1 is:

	1) 90 where the financial value inclusive of VAT of all responsive tenderers received have a value in excess of R 1 000 000; or 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 1 000 000.																														
F.3.11	The functionality shall be scored as follows: For a Contractor to qualify it is a requirement that a Contractor score a minimum of 70 out of a maximum of 100 points for functionality. 1. <u>Key Personnel</u> <table><tr><th>Description</th><th>No. of work experience</th><th>Points</th><th>Max Points</th></tr><tr><td rowspan="4">Contracts Manager Attach CV and certified Qualifications. Min B-Tech Civil Eng</td><td>10 or more</td><td>10</td><td rowspan="11">20</td></tr><tr><td>5 to 9</td><td>7</td></tr><tr><td>1 to 4</td><td>3</td></tr><tr><td>0</td><td>0</td></tr><tr><td rowspan="4">Site Agent Attach CV and certified Qualifications. Min National Diploma Civil Eng</td><td>10 or more</td><td>5</td></tr><tr><td>5 to 9</td><td>3</td></tr><tr><td>1 to 4</td><td>1</td></tr><tr><td>0</td><td>0</td></tr><tr><td rowspan="3">Foreman Attach CV (Qualifications will be added advantage)</td><td>10 or more</td><td>5</td></tr><tr><td>5 to 9</td><td>3</td></tr><tr><td>1 to 4</td><td>1</td></tr></table>	Description	No. of work experience	Points	Max Points	Contracts Manager Attach CV and certified Qualifications. Min B-Tech Civil Eng	10 or more	10	20	5 to 9	7	1 to 4	3	0	0	Site Agent Attach CV and certified Qualifications. Min National Diploma Civil Eng	10 or more	5	5 to 9	3	1 to 4	1	0	0	Foreman Attach CV (Qualifications will be added advantage)	10 or more	5	5 to 9	3	1 to 4	1
Description	No. of work experience	Points	Max Points																												
Contracts Manager Attach CV and certified Qualifications. Min B-Tech Civil Eng	10 or more	10	20																												
	5 to 9	7																													
	1 to 4	3																													
	0	0																													
Site Agent Attach CV and certified Qualifications. Min National Diploma Civil Eng	10 or more	5																													
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	1 to 4	1																													
	0	0																													
Foreman Attach CV (Qualifications will be added advantage)	10 or more	5																													
	5 to 9	3																													
	1 to 4	1																													

2. Experience

Contractor is required to submit proof of similar project to qualify for points.

Attach appointment and completion letters of completed projects from **Government institutions. If a bidder was a Subcontractor an additional reference letter from the Client (Government Institution) should be attached.**

Description	No. of projects	Points	Max Points
Similar Projects of a minimum value of R4.5m	Over 4	40	40
	3 to 4	30	
	1 to 2	10	
	0	0	

3. Financial Means

The tenderer required to provide adequate proof:

- That the required Performance Guarantee can be obtained (letter of commitment from a reputable financial institution)
- That sufficient working capital is available to commence with this project (letter of verification from the tenderer's bank that working capital to the value of the least 5% of the value of the bid is readily available on demand for a period of at least 3 months)

Description		Points	Max Points
Working Capital	5% or more	10	10

4. Plant and Equipment

The Contractor to attach the proof of ownership of the plant or a signed letter of intent to hire from a plant hire company (signed by the owner of the plant hire company).

Description	Plant	Points	Max Points
Equipment	Grader	5	15
	Water Tanker	5	
	Excavator/ TLB	2.5	
	Tipper Trucks	2.5	
	None	0	

5. Locality

Provide municipal account statement, municipal proof of residence or lease agreement not older than 3 months

Description	Points	Max Points
Contractors with offices within Greater Taung	15	15
Contractors with offices within Dr Ruth Segomotsi Mompoti	10	
Contractors with offices outside the Dr RSM District	5	

F.3.13.1	Tender offers will only be accepted if: a) the tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations; b) the tenderer is registered with the Construction Industry Development Board in an appropriate Contractor grading designation; c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; d) the tenderer has not” i) abused the Employer’s Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; and e) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interests which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
F.3.18	Copies of Contract The number of paper copies of the signed contract to be provided by the employer is two.

Annexure F

T1.3 Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (as amended in Board Notice 86 of 2010 (May 2010))

F.1 General

F.1.1 Actions

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

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

Note:

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which

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

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

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

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 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

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.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

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. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

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

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

F.2.13 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

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

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

F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds, policies, etc.

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

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.

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 venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

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 the quality 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 quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer. **F.3.7 Grounds for rejection and disqualification**

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

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

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

F.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other correction 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.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated

F.3.11.3 Methods 2: Financial offer and preference

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.

- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

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

where:

N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

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

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

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

where:

N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

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

F.3.11.5 Method 4: Financial offer, quality and preferences

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

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the Tender Data:

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

where:

N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

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

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Financial Offers

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

$$N_{FO} = W_1 \times A$$

where:

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

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

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

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

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

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 quality

Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data. Calculate the total number of tender evaluation points for quality using the following formula:

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

where:

S_O is the score for quality allocated to the submission under consideration;
M_S is the maximum possible score for quality in respect of a submission; and *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 unacceptable commercial risk and only if the tenderer:

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

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

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.

Part T2 Returnable Documents

T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1 Returnable Schedules required only for tender evaluation purposes

- Certificate of Attendance at Clarification Meeting
- Certificate of Authority
- Certificate of Authority for Joint Ventures (where applicable)
- Compulsory Enterprise Questionnaire
- Record of Addenda to Tender Documents
- Schedule of Sub-Contractors
- Schedule of Plant and Equipment □ Schedule of the Tenderer's Experience
- Schedule of Current Commitments
- Experience of Key Staff
- Schedule of Management / Owners / Shareholders / Directors
- Schedule of Labour Content
- Proposed Amendments and Qualifications
- Occupational Health and Safety Act: Statement by Tendering Entity
- Financial References
- Form of Intent to Provide Guarantee
- MBD 2: Tax Clearance Requirements
- MBD 4: Declaration of Interest
- MBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2011
- MBD 6.2: Declaration Certificate for Local Production and Content for Designated Production
- MBD 8: Declaration of Bidder's Past Supply Chain Management Practices
- MBD 9: Certificate of Independent Bid Determination
- Confirmation of Outstanding Municipal Rates and Taxes for the Business Entity and Directors / Owners / Members / Partners

2 Other documents required only for tender evaluation purposes

- Certificate of Contractor Registration issued by the Construction Industry Development Board □
An original valid Tax Clearance Certificate issued by the South African Revenue Services.
- Certified copies of Directors / Owners / Members / Partners ID (certification not older than 3 months)
- Share certificates to tendering entity(ies)

3 Returnable Schedules that will be incorporated into the contract

4 Other documents that will be incorporated into the contract

- General Conditions of Contract 2015
- COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998 edition
- Project Specifications as issued by the Employer's Agent
- Drawings as issued by Employer's Agent
- C1.1 Agreements
- C1.3 Contract Data
- C2.2 Bills of Quantities

- 5 Form of Offer and Acceptance (*for tender stage fill in the Offer portion only*)
- 6 C1.2: Contract Data (Part2)
- 7 C2.2: Bills of quantities

T2.2 Returnable Schedules

T2.2.1 CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that I _____

representative of _____

(tender)

of (address) _____

Telephone No. _____

Fax No. _____

in the company of _____ (Engineer's Representative) of

visited and investigated the site on _____

TENDERER'S REPRESENTATIVE.....

ENGINEER'S REPRESENTATIVE

T2.2.2 CERTIFICATE OF AUTHORITY

I/We the undersigned, am/are authorized to enter into this contract on behalf of _____

(Name of Firm)

by virtue of _____ dated _____

Signature of Signatory

WITNESSES:

1. _____
Name Signature

Firm

2. _____
Name Signature

Firm

PLEASE NOTE:

1. Failure to complete all blank spaces on this form or attend to other details mentioned therein will render the Bid liable to rejection.
2. The signatory shall confirm his / her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors / partners.

T2.2.3 CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

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

Mr/Ms _____, authorised signatory of the company

_____, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

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

PLEASE NOTE:

1. Failure to complete all blank spaces on this form or attend to other details mentioned therein will render the Bid liable to rejection.
2. The signatory shall confirm his / her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors / partners.

3. In the event that the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly settings out:

- Authority for signatory,
- Name of designated lead member of the joint venture.

T2.2.4 COMPULSORY ENTERPRISE QUESTIONNAIRE

Section 1: Name of enterprise:		
Section 2: VAT registration number, if any:		
Section 3: CIDB registration number, if any:		
Section 4: Particulars of sole proprietors and partners in partnerships		
Name*	Identity number*	Personal Income tax number*
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners		
Section 5: Particulars of companies and close corporations		
Company registration number		
Close corporation number		
Tax reference number		

Section 6: Record of service of the state

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

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

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

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

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

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

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

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

* insert separate page if necessary

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

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

v) confirms that the contents of this questionnaire are within the personal knowledge and are to the best of my belief both true and correct.

Signed

Date

.....

.....

Name

Position

.....

.....

Enterprise

name

.....

T2.2.5: RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer

T2.2.6 SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following SubContractors for work in this contract. If we are awarded a contract, we agree that this notification does not change the requirements for us to submit the names of proposed SubContractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We confirm that all Subcontractors who are contracted are registered with the CIDB.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
	TO BE NOMINATED DURING CONSTRUCTION STAGE		
3.			
4.			
5			

Signed

Date

.....

Name

Position

.....

Tenderer

.....

T2.2.7 SCHEDULE OF PLANT AND EQUIPMENT

Functionality points will be awarded for availability of plant. The tenderer should record the plant he has available and intend to rent in this schedule in order to score points for functionality.

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

- (a) Details of major equipment that is owned by an immediately available for this contract.

Quantity	Description , size, capacity, etc.

Attach additional pages if more space is required.

- b) Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable.

Quantity	Description , size, capacity, etc.

Attach additional pages if more space is required.

Signed

Date

.....

.....

Name

Position

.....

.....

Tenderer

.....

T2.2.8 SCHEDULE OF THE TENDERER'S EXPERIENCE

Functionality points will be awarded for relevant experience and size of projects recorded in the returnable Schedules as well as feedback received from the References listed.

The following is a statement of similar work successfully executed by myself/ourselves in the last 5 years:			
Employers, contact person (consultant) and telephone number.	Description of contract	Value of work inclusive of VAT (Rand)	Date completed

Signed Date

Name Position

Tenderer

T2.2.9 SCHEDULE OF CURRENT COMMITMENTS

The tenderer shall list below all contracts currently under construction or awarded and about to commence. In the event of a joint venture enterprise, details of all members of the joint venture shall similarly be attached to this form including the share of each member in the joint venture.

TABLE 1: CONTRACTS AWARDED				
Client	Project	Expected total value of contract (incl. VAT)	Duration (Months)	Expected completion date

Signed Date

Name Position

Tenderer

T2.2.10 EXPERIENCE OF KEY STAFF

Functionality points will be awarded for experience and qualifications of key personnel. The following is a statement of similar work successfully executed by key staff members in the last three years:

Position	Name	Years relevant experience	Qualifications
Contracts Director / Manager			
Site Agent			
Foreman			
OHS Officer			

Note: Attach certificates and CVs of all key personnel indicating qualifications and experience.

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

Signed Date

Name Position

Tenderer

T2.2.11 SCHEDULE OF MANAGEMENT/ OWNERS / SHAREHOLDERS / DIRECTORS

List of all Management and shareholders/Members/Owners by Name, Position, ID No, Citizenship, HDI status and ownership.

Name	Position in Enterprise	ID Number	RSA Citizenship Date	HDI Y/N	Women Y/N	% of enterprise owned

**Submit certified copies of company registration documents as proof.

Signed Date

Name Position

Tenderer

T2.2.12 SCHEDULE OF LABOUR CONTENT AND EMPLOYMENT OF SMMEs

The tenderer shall complete the table below to reflect the local labour force anticipated to be employed on this contract, including labour employed by SubContractors.

TYPE OF LABOUR	MAN-HOURS	RATE / HOUR	TOTAL WAGE COSTS (EXCL. VAT)
Skilled labour			
Unskilled labour			
SMME labour			
Other			
TOTAL (A)			
TENDER PRICE (EXCLUDING VAT) (B)			
PERCENTAGE ($\frac{A}{B} \times 100$)			
$\frac{A}{B}$			

The tenderer shall indicate in the table below the target values for work to be executed by and goods and services to be procured from SMMEs in the Greater Taung Local Municipality Area.

			VALUE	
SCHEDULE ITEM NO.	NAME OF SIMME	ITEM DESCRIPTION / GOODS & SERVICES TO BE PROVIDED	RANDS	% OF TENDER SUM (EXCL. VAT)
TOTAL				

Note: Tenderer shall insert “unknown” if an SMME has not been selected prior to tender closing.

T2.2.13 PROGRAMME OF WORKS

The tenderer shall attach to this page a proposed programme of the works

T2.2.15 PROPOSED AMENDMENTS AND QUALIFICATIONS

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

Page	Clause or item	Proposal

Signed

Date _____

.....

Name

Position

.....

Tenderer

**T2.2.16 OCCUPATIONAL HEALTH AND SAFETY ACT: STATEMENT BY
TENDERING ENTITY**

I, _____ duly authorised

to represent _____ (company name)

In my capacity as _____ hereby confirm
that I accept full and exclusive responsibility for compliance by myself and all persons who perform work for me
with the provisions of the Occupational Health and Safety Act, No. 85 of 1993 (as amended) and all regulations
promulgated from time to time, whilst performing work on _____

I confirm that all employees who perform work on the site shall be properly trained to do this in a manner which is
safe and without risk to health and safety to themselves and others in the vicinity and undertake to have our
activities adequately supervised in the interest of health and safety.

Signed	Date
.....	

Name	Position
.....	

Tenderer

.....

T2.2.17 FINANCIAL REFERENCES

(a) FINANCIAL STATEMENTS

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Director's and Auditor's report for consideration by the Employer.

(b) DETAIL OF COMPANY'S BANK

I/We hereby authorise the Employer/Engineer to approach all or any of the following banks for a reference:

DESCRIPTION OF BANK DETAIL	BANK DETAIL APPLICABLE TO COMPANY HEAD OFFICE	BANK DETAIL APPLICABLE TO THE SITE OF THE WORKS
Name of bank		
Branch name		
Branch code		
Street address		
Postal address		
Name of manager		
Telephone number	()	()
Fax number	()	()
Account number		

SIGNED ON BEHALF OF TENDERER:.....

T2.2.18 FORM OF INTENT TO PROVIDE GUARANTEE

1 With reference to the tender of _____

(hereinafter referred to as the **"TENDERER"** for the project

_____ (hereinafter referred to as the
"CONTRACT" for the Greater Taung Local Municipality (hereinafter referred to as the **"EMPLOYER"** for
the

tender dated . _____ for the offered of prices of

(R _____) _____

_____ (in words)

2 I/We _____ in my/our capacity as

_____ and
hereby

representing _____

hereinafter referred to as the **"INSURER"** advise that the **"INSURER"** undertakes to provide a
GUARANTEE to the **EMPLOYER** to the Employer's format included in Part C1.3 of this document within
14 days of the Commencement Date.

Thus done and signed at _____ on _____

Name of signatory

Capacity of authorised signatory

As witness

for and on behalf of the **insurer** who by
signature hereof warrants authorisation hereto

T2.2.19 TAX CLEARANCE REQUIREMENTS

MBD 2

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

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

**APPLICATION FOR TAX CLEARANCE CERTIFICATE
(IN RESPECT OF BIDDERS)**

1. Name of Taxpayer / bidder: _____

2. Trade name: _____

3. Identification number:

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

4. Company / Close Corporation registration number:

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

5. Income tax reference number:

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

6. VAT registration number (if applicable):

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

7. PAYE employer's registration number (if applicable):

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

Signature of contact person requiring Tax Clearance Certificate: _____

Name: _____

Telephone number: Code: _____

Number: _____

Address: _____

Date; 20____ / ____ / ____

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

T2.2.20 DECLARATION OF INTEREST

MBD 4

1. No bid will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 3.1 Full Name of _____ her
bidder or his or
representative: _____
 - 3.2 Identity Number: _____
 - 3.3 Company registration number: _____
 - 3.4 Tax Reference Number: _____
 - 3.5 VAT Registration Number: _____
 - 3.6 Are you presently in the service of the state* **YES / NO**
 - 3.6.1 If so, furnish particulars:

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

(a) a member of –

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

(b) a member of the board or directors of any municipal entity; (c) an official of any municipality or municipal entity;
 (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution with the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); (e) a member of the accounting authority of any national or provincial public entity; or (f) an employee of Parliament or a provincial legislature.

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

3.7.1 If so, furnish particulars:

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

3.8.1 If so furnish particulars:

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

3.9.1 If so furnish particulars:

3.10 Are any of the company's director, managers, principal shareholders or stakeholders in service of the state? **YES / NO**

3.10.1 If so furnish particulars:

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

YES / NO

3.11.1 if so furnish particulars:

CERTIFICATION

I, THE UNDERSIGNED (NAME) _____

CERTIFY THAT THE INFORMATION FURNISHED IN 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 Tenderer

T2.2.21 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

MBD 6.1

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/~~not exceed~~ R1 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

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

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting

Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- 2.1.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad - Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of Section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“SME”** means any enterprise with an annual total revenue of R5 million or less.
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the Contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

- 2.15 “**sub-contract**” means the primary Contractor's assigning, leasing, making out work to, or employing, another person to support such primary Contractor in the execution of part of a project in terms of the contract;
- 2.16 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$Ps \square 80 \square \square 1 \square \frac{Pt \square P_{min}}{P_{min}} \square \square \text{ or } Ps \square 90 \square \square 1 \square \frac{Pt \square P_{min}}{P_{min}} \square \square$$

Where $P_{min} \square \square P_{min} \square$

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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

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

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

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

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

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

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? **YES / NO** (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted? _____ %
- (ii) the name of the sub-Contractor? _____
- (iii) the B-BBEE status level of the sub-Contractor? _____
- (iv) whether the sub-Contractor is an EME? **YES / NO** (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of company/firm: _____
- 9.2 VAT registration number: _____
- 9.3 Company registration number: _____

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business? _____

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

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

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

WITNESSES:

1. _____

2. _____

DATE: _____

SIGNATURE(S) OF BIDDER(S)

ADDRESS: _____

T2.2.22 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

MBD 6.2

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (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, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where x is the imported content in Rand y is the bid price in Rand excluding value added tax (VAT)

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

- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

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

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

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

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?
(**Tick applicable box**)

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

5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. 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 Accounting Officer / Accounting Authority provide directives in this regard.

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

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

IN RESPECT OF BID NO.

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

NB

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

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

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

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

Local content %, as calculated in terms of SATS 1286:2011	

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

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

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

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

Pula EU GBP [illegible]

(C20) Total tender value	R 0	
(C21) Total Exempt imported content	R 0	
(C22) Total Tender value net of exempt imported content	R 0	
(C23) Total Imported content		R 0
(C24) Total local content		R 0
(C25) Average local content % of tender		

Date: _____

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

Note: VAT to be excluded
from all calculations

EU R 9.00 GBP R 12.00

A. Exempted imported content

				Calculation of imported content						Summary	
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	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	

This total must correspond with
Annex C - C 21

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 0	

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 0	

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)	
(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 0	

Signature of tenderer from Annex B

Date: _____

This total must correspond with
Annex C - C 23

Annex E

Local Content Declaration - Supporting Schedule to Annex C

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

Note: VAT to be excluded from all calculations

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

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

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

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

(E13) Total local content R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

T2.2.23: DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

MBD 8

1 This Municipal Bidding Document must form part of all bids invited.

Clause

- 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 disregarded if that bidder, or any of its directors have-
 - a. abused the municipalities / 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>audialterampartem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
Item	Question	Yes	No
4.2.1	If so, furnish particulars:		

Clause

4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated Yes during the past five years on account of failure to perform on or comply with the contract? ☐ ☐	No ☐	☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.5.1	If so, furnish particulars		

CERTIFICATION

I, _____ THE _____ UNDERSIGNED _____ (FULL _____ NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

Signature

Date

Position

Name of Bidder

T2.2.24: CERTIFICATE OF INDEPENDENT BID DETERMINATION

MBD 9

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

Clause

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

Bid Number and Description)

in response to the invitation for the bid made by:

Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

Clause

- (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 19987 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

Clause

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

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.

T2.2.25 CONFIRMATION OF OUTSTANDING MUNICIPAL RATES AND TAXES FOR THE BUSINESS ENTITY AND DIRECTORS / OWNERS / MEMBERS / PARTNERS

Section 38 (1) (d) (i) of the supply chain management of the Greater Taung Local Municipality stipulates that the bidder or any of the directors does not owe rates for municipal services for more than (3) three months.

According to the supply chain management policy of the Greater Taung Local Municipality a bid will be rejected if the municipal rates and taxes are in arrears for more than 3 months based on outcome of the verification carried out before the evaluation and adjudication of tender.

In order for Greater Taung Local Municipality to abide by the above stated section, you are hereby requested to confirm that the following business entity and its directors/owners/members/partners do not owe rates and taxes to your municipality.

PLEASE COMPLETE THE FOLLOWING INFORMATION REQUIRED.

Business entity name: _____

Municipality where business is situated: _____

Municipal Account No. (Business entity): _____

Name of Directors/ Members / Partners / owners	Municipality where the Directors / Members / Partners / Owners reside	Municipal Account Number

Clause

(You may provide all other names on a separate page if the space provided is not enough)

T2.2.26 SECTION 38- DECLARATION FORM

Having examined the Bid and the general conditions thereto, I/we hereby certify that the bid price in the bid schedules and preference claimed are correct.

I/we certify that I/we/the company complies with the issue surround Section 38 of the Supply Chain Management Policy inter-alia:

I/we certify the following: **(IF ALL IS IN PLACE THE ANSWER SHOULD BE YES)**

ISSUE	YES	NO
In terms of Section 38 (1) (c) that the Bidder or any of the Directors is not listed as person prohibited from doing business with the Public Sector.		
In terms of Section 38 (1) (d) (i) that the Bidder or any of the directors does not owe rates or Municipal services charges to any Municipality that is in arrears for more than 3(three months). Copies of the latest Municipal services charges statement of the Bidder and the Directors must be attached to the tender document.		
In terms of Section 38 (1) (d) (ii) that the bidder or any Directors has not failed to perform satisfactory on a previous contract with the Municipality or any organ of state.		
In terms of Section 38 (l) (9) (iv) that the Bidder or any of the Directors has not been convicted for fraud or corruption during the past 5 (five) years.		
In terms of Section 38 (i) (9) (iv) that the Bidder or any of the Directors has not been listed in the Register of tender Defaulters i.t.o. Section 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004		

- ☐ PLEASE INDICATE CLEARLY
☐ NOTE THAT THE MUNICIPALITY WILL VERIFY STATEMENTS ☐ ATTACH INFORMATION IF ANY ANSWER IS NO.

Clause

SIGNATURE OF BIDDER

DATE

NAME IN BLOCK LETTERS

COMPANY NAME _____

ADDRESS _____

EMAIL _____

TELEPHONE _____

FAX _____

WITNESSES:

1. _____ 2. _____

The Contract

Part C1 Agreement and Contract Data

C1.1 FORM OF OFFER AND ACCEPTANCE

This document formalises the legal process of offer and acceptance. It contains:

- a) the offer to provide the engineering and construction works for a price, or in accordance with the terms of the financial proposal made; b) confirmation from the employer that he accepts the tender offer following his tender evaluation, and that a contract therefore exists; and
- c) a schedule of deviations, which records any, agreed changes to the documentation that may occur during the process 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:

CONSTRUCTION OF A STORM WATER DRAINAGE CHANNEL IN MOGOPELA B VILLAGE

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

.....
.....

.....Rand (in words); R(in figures)

Clause

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.

For the tenderer:

Signature

Name

Capacity

Name and address of organisation:

.....

.....

Signature and Name of witness:

.....

Signature

Date

.....

Name

A
c
c
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p
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a
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c
e

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 C.1 Agreements and Contract Data, (which includes this Agreement)

Part C.2 Pricing Data

Part C.3 Scope of Work.

Part C.4 Site Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this agreement. No amendments to

Clause

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 this Agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

For the Employer

Signature

Name

Capacity

Name and address of organisation: **Greater Taung Local Municipality**
Main Road, Taung Station
Taung

Signature and Name of Witness:

.....
Signature Name

Date

Schedule of Deviations

1 Subject
.....
..... Details
.....
.....

.....
..... 2Subject
.....
..... Details
.....

[illegible]

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 and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

C1.2 CONTRACT DATA

This document identifies which standard conditions of contract are applicable, and together with contract specific data, establishes the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the contract

C.1.2.1 PART 1 : DATA PROVIDED BY THE EMPLOYER

C1.2.1.1 Conditions of Contract

The General Conditions of Contract for Construction Works, 2nd Edition, 2015, (GCC2015) published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from www.saice.org.za

C1.2.1.2 Contract Special Data

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

Each item of data given below is cross-referenced to the clause in the general Conditions of Contract for Construction Works to which it mainly applies.

Clause	Data
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1.1.1	Add the following sub-clause:
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“1.1.1.35	“month” shall mean a calendar month inclusive of the non-working times as per clause 5.8”
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1.1.1.13	The defects liability period is 12 months .
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1.1.1.14	The time for achieving practical completion of the Work is 6 months inclusive of the nonworking times as per clause 5.8.
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1.1.1.15	The Name of the Employer is Greater Taung Local Municipality.
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1.1.1.26	The pricing strategy is: Re-measurement Contract
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1.2.1.2	The address of the Employer is:
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Physical	Greater Taung Local Municipality Offices,
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Clause

		Main Road, Taung Station Taung
	Postal	Private Bag X1048 Taung, 8580
	Telephone:	053 994 9400
	Facsimile:	053 994 3917
1.2.1.16	The name of the Engineer is Maruapula Engineers:	
1.2.1.2	The address of the Engineer is:	
	Physical	Kelgor House, 14 Tillard Street, Mafikeng
	Postal	P.O. Box 50007, Mahikeng South 2791
	Telephone:	018 381 1659
	Fax:	018 381 8813
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 Clauses in the General Conditions of Contract:	
	1.	Clause 5.12: Extension of Time for Practical Completion
	2.	Clause 6.3: Variations
	3.	Clause 6.6.3: Expenditure of Contingency Allowance
4.12.2	Add to clause 4.12.2:	
	“The person as approved of by the Engineer in writing shall not be replaced or removed from the Site without the written approval of the Engineer”	
4.12.3	Add Clause 4.12.2:	
	“The Contractor’s Site Agent shall be on Site at all times when work is being performed”	
5.3.1	The documentation required before commencement with Works execution are:	
	Health and Safety Plan (Refer to Clause 4.3)	

Clause

Initial programme (Refer to Clause 5.6)

Security (Refer to Clause 6.2)

Insurance (Refer to Clause 8.6)

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

Date

5.4.2 The access and possession of site shall not be exclusive to the Contractor but shall be shared with various other activities.

The Contractor shall ensure that neither his operations nor his employees shall interfere with or hinder the operations of the Employer or of other Contractors and he shall indemnify the Employer against all claims arising through default of this requirement.

5.8.1 The non-working days are **Saturdays and Sundays**.

5.8.2 Special non-working days are **Public Holidays, voting days if published prior to the tender closing date, and 23 days (inclusive of Saturdays, Sundays and Public Holidays) during the annual year-end break**.

5.9.3 Adequate notice is defined as **28 days**.

5.9.6 Add to Clause 5.9.6:

“Notwithstanding the requirements above, the Contractor shall provide written notice to the Engineer of any outstanding requirements in terms of Clause 5.9.3 within 3 days of the Contractor becoming aware of any possible delay to Practical Completion and/or proven additional costs that might be incurred due to the Engineer not complying with the provisions of Clause 5.9.3”

5.13.1 The penalty for failing to complete the Works is **R2 000** per day.

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

5.17 Add Clause 5.17:

“Reporting

The Contractor shall provide a monthly progress report for the Works showing, as a minimum, the following information to a format acceptable by the Employer:

5.17.1 Detail of supervisory staff and the number of categorized classes of labour employed each day for the said period by the Contractor for execution of the Contract.

5.17.2 A detailed inventory of Plant kept on Site, full particulars given for each day of the month. Distinction shall be made between owned and hired Plant as well as Plant in working order and Plant out of order. Such inventory shall be submitted by the seventh day of the month following the month to be reported.

Clause

- 5.17.3 A Health and Safety report, including detailed report on complacence with regulations and of any safety incidents and “near misses”
- 5.17.4 Progress of each portion of the Works.
- 5.17.5 All other relevant information.”
- 6.5.1.2.3 The percentage allowance to cover overhead charges is 15%

Date

- 6.2.3 *Replace Clause 6.2.3 with the following:*

“If the Contractor has selected a performance guarantee as security, such performance guarantee shall be issued by a registered Commercial Bank or Insurance Company registered in terms of the Short-term Insurance Act (Act 53 of 1998) The Contractor shall ensure that such performance guarantee remains valid and enforceable until the Certificate of Completion is issued. The performance guarantee shall specify an expiry date not less than **84 days** after the Due Completion Date, and if the Contractor has not become entitled to receive the Certificate of Completion of the Works by the date **28 days** prior to the expiry date of the performance guarantee, the Contractor shall extend the validity of the performance guarantee until such time that the Works have been completed.”

- 6.10.1.5 The percentage advance on materials not yet built into the Permanent Work is **80%**.

- 6.11 *Replace clause Heading with Variations exceeding 20 percent*

- 6.11.1 Replace the wording “greater than 15% with “*greater than 20 percent*”

- 7.5.3 Adequate notice is defined as **3 working days**.

- 6.10.3 The percentage retention on amounts due to the Contractor is 10%.

The limit of retention money is 10% of the Tender offer, excluding VAT.

Should the Contractor choose to provide a Retention Money Guarantee, such Guarantee shall be to the form and conditions acceptable by the Employer.

- 8.6.1.1.2 The value of Plant and Materials supplied by the Employer to be included in the insurance sum is **R 0.00**.

- 8.6.1.1.3 The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is **R 500 000.00**

- 8.6.1.2 A Coupon Policy for Special Risks Insurance issued by the South African Special Risk Insurance Association is required.

Clause

-
- 8.6.1.3 The limit of indemnity for liability insurance is **R 5 000 000.00** for any single claim, the number of claims to be unlimited during construction and Defects Liability Period.
- 8.6.1.5 No additional insurances are required.
- 10.5.1 This Contract does not allow for dispute resolution by a standing Adjudication Board.
- 10.5.3 The number of Adjudication Board Members to be appointed is three (3)
- 10.7.1 The determination of dispute shall be by arbitration.

C1.2.1.3 PART 2: DATA PROVIDED BY THE CONTRACTOR

Each item of Data given below is cross-referenced to the clause in the General Conditions of Contract for Construction Works to which it mainly applies.

Clause	Data
1.1.1.9	The Contractor is: [Enter the Legal name of the Contractor].
1.2.1.2	The address of the Contractor is :: Telephone : Facsimile: Email: Address (Postal): Address (Physical):

6.2.1 The security to be provided by the Contractor shall be one of the following:

Type Security: Value Added tax is excluded from the Contract Sum and the value of the Works for calculating the percentages.	Contractor's choice: Indicate "Yes" or "No"
1. Cash Deposit of 10% of the Contract Sum plus retention as per clause 3.10.3	
2. Performance Guarantee of 10% of the Contract Sum plus retention as per clause 6.10.3	

C1.3: FORM OF GUARANTEE

PRO FORMA PERFORMANCE GUARANTEE

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

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Engineer" means:

"Works" means:

"Site" means:

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

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

Amount in words:

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

Amount in words:

"Expiry Date" means:

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum
2. The Guarantor's period of liability shall be from and including the date of issue of this performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

- 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum Certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
- 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the Full outstanding balance upon receipts of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in term 1.
7. Where the Guarantor has made payment in term 5, the Employer shall upon the date of issue of the final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Employer.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the services of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's court.

Signed at.....

Date.....

Guarantor's signatory (1).....

Capacity.....

Guarantor's signatory (2).....

Capacity.....

Witness signatory (1).....

Witness signatory (2).....

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

THIS AGREEMENT made at on this the day of in the year..... between GREATER TAUNG LOCAL MUNICIPALITY (hereinafter called "the Employer") on the one part, herein represented by in his capacity as

..... and delegate of the Employer

and.....

(hereinafter called "the Principal Contractor") of the other part, herein represented by

..... in his capacity as

.....

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

.....

.....and has accepted a tender by the Principal Contractor for the construction, completion & maintenance of such works and whereas the Employer and the Principal Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Principal Contractor with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993 and the Construction Regulation, May 2014);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, which shall be the date of a written notice from the employer or engineer requiring him to commence the execution of the Works, to either:
 - a) the date of the final certificate issued in terms of the relevant clauses of the General Conditions of Contract (hereinafter referred to as "the GCC"), as contained in the contract documents pertaining to this contract, or
 - b) the date of termination of the contract.
3. The Principal Contractor declares himself to be conversant with the following:-
 - a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
 - i) Section 8: General duties of employers to their employees.
 - ii) Section 9: General duties of employers and self-employed persons to persons other than employees.
 - iii) Section 37: Acts or omissions by employees or mandatories and

- iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.
 - v) Construction Regulations 2003, and other safety regulations, as applicable.
 - b) The procedures and safety rules of the employer as pertaining to the Principal Contractor and to all his sub Contractors.
4. The Principal Contractor is responsible for the compliance with the Act by all his sub-Contractors, whether or not selected and/or approved by the employer.
 5. The Principal Contractor warrants that all his and his sub-Contractors' employees are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
 6. The Principal Contractor undertakes to ensure that he and/or his sub-Contractors and/or their respective employees will at all times comply with the following conditions:
 - a) The Principal Contractor shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Principal Contractor shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Principal Contractor obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Principal Contractor to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Principal Contractor and/or his employees and/or his sub-Contractors.

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

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

WITNESS:

1.	2.
NAME(Print):	NAME(Print):

SIGNED FOR AND ON BEHALF OF THE PRINCIPAL CONTRACTOR:.....

WITNESS:

1.	2.
NAME(Print):	NAME(Print):

C1.5 SAFETY AGREEMENT

MEMORANDUM OF AGREEMENT CONCLUDED BY AND BETWEEN:

GREATER TAUNG LOCAL MUNICIPALITY

(HEREINAFTER REFERRED TO AS THE MUNICIPALITY)

herein represented by:
in his capacity as
of the Municipality, he being duly authorized thereto

and

.....
(hereinafter referred to as Mandatory)
hereinafter represented by
.....
in his capacity as
of the Mandatory, he being duly authorised thereto

WHEREAS:

1. The Municipality and the mandatory entered into a written, alternatively oral agreement on the day of 20..... in terms of which the Mandatory undertook to carry out the following work for the Municipality, viz. (give a short description of the type of contract work to be done as well as the address where work will be done)

CONSTRUCTION OF STORM WATER CHANNEL IN MOGOPELA B VILLAGE

(The said contract work is hereinafter referred to as **the Work**)

2. The Occupational Health and Safety Act, Act 85 of 1993 as amended (hereinafter referred to as **the Act**) contains amongst others certain provisions with regard to the health and safety of people at work and in connection with the usage of plant and machinery, as well as the protection of other persons than persons at work against hazards to health and safety that originates from or in connection with the activities of persons at work.
3. Section 37(2) of the Act makes provision for the exclusion by the parties, by way of a written agreement, of supposition and accompanying liability of the Municipality as stipulated in section 37(1) of the Act.
4. The parties have reached consensus with regard to the terms and conditions to which they agree in terms of the provisions of section 37(2) of the Act.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS

1. WRITTEN AGREEMENT

The parties herewith agree in terms of section 37(2) of the Act of arrangements and procedures that must be followed to ensure compliance with the provisions of the Act by the Mandatory.

2. ACKNOWLEDGEMENT BY THE MANDATARY

The Mandatory acknowledge herewith that he is fully acquainted with the contents of the Act, as well as with all regulations and SABS codes of practice that have been made in terms of section 43 of the Act.

3. UNDERTAKING BY MANDATARY

(a) The Mandatary hereby undertakes and bids himself to the Municipality to ensure prompt and strict compliance with the provisions of the Act and the said Regulations as well as with the provisions included in this Safety Agreement at all times during the execution of the Works

(b) It is hereby recommended that the provisions of this Safety Agreement as set out hereinafter are in no way intended to restrict the duties of the Mandatary, nor to exempt the Mandatary from his obligation in accordance with the Act and the said regulations

4. PERSONAL PROTECTIVE EQUIPMENT

(a) It is compulsory to wear equipment for eye protection when working in an eye protection zone or where the work requires eye protection

(b) It is compulsory to wear safety helmets when working in a safety helmet zone or where the Work requires safety helmets.

(c) It is compulsory to wear hearing protection when working in a noise zone or where the Work requires hearing protection.

(d) The wearing of other protective clothing and equipment as prescribed by the Occupational Health and Safety Officer of Greater Taung Local Municipality is compulsory.

(e) The Mandatary shall ensure that the statutory requirements are complied with all times.

5. FENCING AND GENERAL MACHINERY PROTECTION

No shield or fencing may be removed from or be moved at any machinery or installation without written permission.

6. SCAFFOLDING, LADDERS, TOOLS, ET CETERA

The Mandatary without the written permission of the Municipality may use no equipment or tools that belong to the Municipality.

Except where agreed beforehand the Mandatary shall provide enough tools and equipment to enable him to complete the Works and the Mandatary shall provide all storerooms, offices and eating he may need. The Mandatary will be responsible for all his material on site.

In special case where the Municipality may lend equipment, tools or materials to the Mandatary, the Mandatary will use such equipment, tools and/or materials at his own risk and the Mandatary herewith indemnifies the Municipality against any liability of whichever nature or from any cause whatsoever, whether direct or indirect, that may arise from such usage.

7. SERVICES AND WORKING METHODS

The written permission of the Chief Executive/Municipal Manager of the Municipality shall be obtained where any work which must be undertaken by the Mandatary is connected with a working process or machinery or any other service in connection therewith, or may possibly affect it, before he commences with such work.

Approval shall be obtained from the Electrical Engineer of the Municipality before any equipment is connected to the electrical supply of the Municipality. All equipment shall be isolated before any equipment is connected to the electrical supply of the Municipality. It shall be isolated and be provided with earth leakage protection.

Electrical machinery, portable electrical tools and portable lights must comply with the requirements of the applicable regulations.

Work permits must be issued in terms of the Occupational Health and Safety Act and Regulations when the nature of the work requires it. Permits must be issued by the relevant departmental head where necessary.

8. EXCAVATIONS

Written permission for excavation shall be obtained from the Technical Director of the Municipality and the Mandatary shall make sure of the existence and position of the electrical cables, discharge pipes, gas lines, water conduits, et cetera before he commences with any excavation work.

All excavation and obstructions and/or any openings in platforms or floors shall be enclosed in a safe way and warnings notices shall be erected to ensure absolute safety. An adequate number of red or orange caution lights shall be provided when it is dark or should be bad light prevail.

The area surrounding excavations shall be kept in a safe, orderly and tidy condition. No loose material of whatever nature may be left in walkways or workplaces or be allowed to block walkways or workplaces.

Nobody may enter into any restricted area in which hazardous frames or a shortage of oxygen exists without a permit giving permission to do so, issued by the head of the relevant department of the municipality and until it has been certified safe for entrance by the Occupational Health and Safety Office and the Health Inspector of the Municipality.

9 RESTRICTION TO WORKPLACE

Employees of the Mandatary shall be restricted to their work places except when they have to leave their area for work purposes or when they visit toilets.

10. SUBCONTRACTORS

The Mandatary shall ensure that all sub-Contractors receive a copy of this safety agreement and must ensure they comply with it.

11. OCCUPATIONAL HEALTH AND SAFETY OFFICER AND THE REPORTING OF ALL ACCIDENTS

The Occupational Health and Safety Officer of the Municipality is available for consultation and he will make periodical visits to the workplace of the Mandatary. Any hazardous occurrence or incident to the employees of the Mandatary that results in absence from work for a period longer than three days shall be reported in writing to the Occupational Health and Safety Officer of the Municipality within forty-eight hours as well as to the Department of Labour as specified by the Act. Every user, employee, occupier, builder or excavator must, under this Act, keep record of all accidents that occur.

In the case of an accident that results in loss of life, nobody may disturb the scene of the accident or any articles involved in the accident prior to the arrival of the Occupational Health and Safety Officer and the Inspector, unless it is to prevent another accident from happening or the prevention of loss of life or to remove corpses.

The Occupational Health and Safety Officer will issue contravention to the Mandatary or a sub Contractor when there is a non compliance and will specify the time in which it must be certified.

The Occupational Health and Safety Officer will issue work stop notices to the Mandatary or sub Contractor whenever he is of the opinion that the health and safety of any person at work is threatened or that the contravention notices are not adhered to.

12. FIRST AID

Where five or more persons are employed at a workplace, the Mandatary shall provide and maintain an adequately equipped first-aid box that's meets the following requirements.

- (a) Every First-Aid box shall contain the minimum contents as prescribed by the Occupational Health and Safety Act.
- (b) Nothing except articles and equipment required for first-aid purposes may be kept in the first-aid box.
- (c) Each first-aid box shall be kept in a place readily accessible in case of an incident.

All first-aid boxes shall be placed under control of a responsible person except where five or less persons are at work. The responsible person must be in the possession of a valid first-aid certificate issued by one of the following organizations:

- A South-African Red Cross Society
- B St. John's Ambulance Foundation
- C South-African First Aid League

A notice indicating where the first-aid- box is kept as well as the name of the person in charge, shall be affixed in a conspicuous place. The first-aid facilities of the Municipality may be used during emergencies.

13. FIRE PREVENTION MEASURES AND STORAGE OF FLAMMABLE MATERIAL

The Fire department of the Municipality shall be notified before any welding, oxyacetylene welding, cutting, burning of paint or tar from floors or roofs is undertaken so that the necessary fire prevention measures can be arranged. All "NO SMOKING AND OPEN SURFACE FIRES/LIGHTS PROHIBITED" notices shall be adhered to. The Mandatary and his senior employee shall acquaint themselves and their fellow workers with the fire prevention measures of the Municipality, which will also include fire alarm notices and exists in case of fire, and they shall ensure that these rules are strictly complied with.

14. COMPLETION OF WORK

Before the Mandatary or his sub-Contractors leaves the site they shall inform the Head of the relevant Department of the Municipality and obtain his/her approval that the work has been completed satisfactory and that the site of the work is left in good condition.

15 SALVAGED MATERIAL AND EQUIPMENT

Any building demolished or equipment or materials that are salvaged whilst carrying out work shall remain the property of the Municipality, unless the Contractor specifically provide otherwise.

16 BREAKING OF THESE RULES AND POOR CONDUCT

The Mandatary is warned that no behaviour that causes danger to their own employees, to the employees of the Municipality or General public will be tolerated. The Occupational Health and Safety Officer of the Municipality reserves the right of the withdrawal of any employees of the Mandatary or Municipality from the premises in the case of any default or breach of the agreement; alternatively to cancel the agreement referred to in par.2 in which event the Municipality will be entitled to appoint an alternative Contractor to complete the work and recover the costs thereof from the mandatory, without prejudice to any alternative or additional right or action or remedy to the Municipality, to recover from the mandatory damages for the default or breach and the cancellation.

The senior employees of the Mandatary shall sign a note of acknowledgement of this safety agreement to certify that they have received the regulations as included herein and that they understand the regulations

17. INTOXICATION

Nobody that is in a state of intoxication or that is in any other condition that causes or may cause his/her incapability to control him/herself or persons under his control may and shall not be permitted on the premises of the Municipality. The Occupational Health and Safety Officer of the Municipality reserves the right to the withdrawal of any employees of the Mandatary or Municipality from the premises in the case of any transgression of this nature.

18. CONFIDENTIALITY

The Mandatary shall at all times treat data information that have been made known to him or that he requires in connection with his work from the Municipality as confidential and he may not make unauthorised use thereof. He must also ensure that such data and information are not communicated to anybody else that is not an employee of the Mandatary without obtaining prior written approval from the Municipality and he must further ensure that that such persons do in fact know that the said information is confidential and that they are obliged to treat it as such.

The Mandatary shall provide for adequate physical protection for any confidential documents, sketches, et cetera that he receives from the Municipality in connection with the work as well as for any copies thereof that he makes. He shall hand back all documents sketches and copies thereof to the Municipality upon completion of the work, or earlier, if so requested by the Municipality. The Mandatary shall inform the Municipality immediately should any such documents or sketches become lost

19. INDEMNIFICATION BY THE MANDATARY

The following conditions will be applicable to the Mandatary:

(a) The Mandatary is liable and herewith indemnifies the Municipality irrevocably and in full against any claim for loss or damage to property or arising from death or injury of any person and any associated loss or damage suffered, and against all lawsuits, claims, demands, costs, expenses, ad charges that may arise when the said occurrences are caused on purpose or through the negligence, violation of legal obligations or failure by the Mandatary or its employees.

(b) Whenever any of the employees of the Municipality is busy with work to, or with the supply of material that will be used during the execution of the work by the Mandatary, or otherwise busy with work under the instruction and supervision of the Mandatary, in as far as they may be negligent or fail to do their duty, they will be regarded as employees of the Mandatary

(c) All installations, equipment, hoisting-apparatus and other implements, scaffoldings, ladders, material, etc et cetera that are borrowed from the Municipality by the Mandatary for usage during the execution of the work, will be used entirely at the risk of the Mandatary or employees of the Mandatary and the Mandatary herewith indemnifies the Municipality irrevocably and in full against any liability that may arise from such usage.

20. AMENDMENTS MUST BE IN WRITING

The parties agree herewith that this safety agreement is the only safety agreement between them and that no amendment thereof will be valid unless it is in writing and signed by both parties.

21. JURISDICTION AND LEGAL COSTS

In the event of any legal action being instituted pertaining to this agreement, the party in default or breach will be liable for the other party's legal costs on the scale as between attorney and own client and the parties consent to the jurisdiction of the magistrate's court for purpose of any legal action being instituted.

PARTICULARS OF THE MANDATARY

Name (Mandatory)

CEO (Section 16(1))

ID NO

Designation

Name of Business

Address of Business

.....

.....

.....

Tel number

(h)

(w)

e-mail

Number of employees employed

Registration number as allocated to the Mandatory by the Workman's Compensation Commissioner

.....

Date allocated

Thus done and signed on thisday of.....20.....

.....
(Signature)
THE MANDATARY

.....
(Name in print)

As witnesses:

.....
(Signature)

.....
(Name in print)

.....
(Signature)

.....
(Name in print)

Thus done and signed on thisday of.....20.....

.....
(Signature)

.....
(Name in print)

THE MUNICIPALITY

As witnesses:

.....
(Signature)

.....
(Name in print)

.....
(Signature)

.....
(Name in print)

Acknowledgement of receipt of the agreement:

THE MANDATARY

Part C2 Pricing Data

C1.1 PRICING INSTRUCTIONS

Provides the criteria and assumptions, which it will be assumed (in the contract) that the tenderer has taken into account when developing his prices.

This Bill of quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents. For the purposes of this bill of quantities, the following words shall have the meanings hereby assigned to them.

Unit:	The unit of measurement for each item of work as defined in the standard specifications or the project specifications.
Quantity:	The number of units of work for each item.
Rate:	The payment per unit of work for which the tenderer tenders to do the work.
Amount :	The product of the quantity and the rate tendered for an item.
Lump Sum:	An amount tendered for an item, the extent of which is described in the schedule of quantities, the specifications or elsewhere, but of which the quantity of work is not measured in units.

Bill of Quantities

- 1 Measurement and payment shall be in accordance with the relevant provisions of the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition), subject to the following amendments and additions:
- 2 The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in these Bill of Quantities are as follows:

%	=	per cent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometerpass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m ²	=	square metre
m ² .pass	=	square metre-pass
m ³	=	cubic metre
m ³ .km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
P C sum	=	Prime Cost sum

R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Workday

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

Unit : The unit of measurement for each item of work as defined in the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition).

Quantity: The number of units of work for each item.

Rate: The agreed payment per unit of measurement.

Amount: The product of the quantity and the agreed rate for an item.

Lump sum: An agreed amount for an item, the extent of which is described in the Bill of Quantities but the quantity of work of which is not measured in any units.

- 4 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste. Attention is directed to the provisions of clause 1220 of the standard specifications regarding the measurements of quantities for payment. Except where specified otherwise than in clause 1220, the nett measurement or mass of the finished work in place shall be taken for payment, and any volume or mass of work in excess of that prescribed, shall be excluded

- 5 The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and for all the risks, obligations and responsibilities specified in the general conditions of contract, special conditions of contract, standard specifications and project specifications shall be considered as provided for collectively in the items of payment given in the bill of quantities.

Such prices and rates shall also cover full compensation for completing and maintaining, during the defects liability period, all the work shown on the drawings and specified in the standard specifications and project specifications and the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, 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.

- 6 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 shall not be paid for but will be considered to be covered by other prices or rates elsewhere in the Bill of Quantities.

If the tenderer should group a number of items together and tender one lump sum for each group of items, this single tendered lump sum shall apply to that group of items and not to each individual item, or should he indicate that full compensation for any item has been included in the rate for another item, the rate for the item included in another item shall be deemed to be nil.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract

- 7 Reasonable compensation will be received where no pay item appears in respect of work required in terms of the Contract, which is not covered in any other pay item.

- 8 The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work under each item appear in the scope of work. Reference shall, inter alia, be made to the drawings, standard specifications, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entailed under each item.
9. The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition). Item numbers prefixed by the letter B refer to payment items described under part B of the project specifications, those with C to payment items described under part C, and so on for further parts of the project specifications.

Item numbers in schedule B of the schedule of quantities are, in addition, preceded by the number of each separate part of schedule B of the schedule of quantities, e.g. payment item 62.02 described in the standard specifications (clause 6210), when used in part 3 of schedule B of the schedule of quantities, would be numbered 3/62.02, and if this payment item had been amended in part B of the project specifications, the payment item would be indicated as 3/B62.02.

- 10 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the Contractor

The validity of the contract shall in no way be affected by differences between the quantities in the schedule of quantities and the quantities finally certified for payment. Work is valued at the rates or lump sums tendered, subject only to the provisions of sub clause 1209 (a) of the standard specifications.

- 11 The amount of work or the quantities of material stated in the schedule of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the Contractor
- 12 The statement of quantities of material or the amount of work in the schedule of quantities shall not be regarded as authorisation for the Contractor to order material or to execute work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard
- 13 The provisions of clause 6.6 of the general conditions of contract shall apply to provisional sums and prime cost sums.
- 14 Subject to the conditions stated in paragraph 15 below, the rates and lump sums filled in by the tenderer in the schedule of quantities shall be final and binding with regard to submitting the tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled bill of quantities, the tendered sum will be regarded as being correct, and the Employer shall have the right to make adjustments to the tender rates to reconcile the tender sum with the total of the bill of quantities. In such an event the Contractor will be consulted but, failing agreement between the parties, the decision of the Employer shall be final and binding. Adjustment of the tender rates will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.
- 15 A tender may be rejected if the unit rates or lump sums for some of the items in the schedule of quantities are, in the opinion of the Employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the Employer to adjust the unit rates or lump sums for such items, to make such adjustments.
- 16 Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to

the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities, which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.

- 17 Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work, which was to be done labour-intensively will not be condoned, and any works so constructed will not be certified for payment.

C2.1 BILL OF QUANTITIES

CONSTRUCTION OF STORM WATER CHANNEL IN MOGOPELA

Project No : GTLM/INFR15/09/2021/2022

SCHEDULE A : ROADWORKS**SECTION 1200**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
1200	<u>GENERAL REQUIREMENTS AND PROVISIONS</u>				
B12.01	Protection, removal, realignment and replacement of services				
	(a) Utility services				
	(i) Relocation of services and payments to service owners	Prov Sum	1	R 60 000.00	R 60 000.00
	(ii) Handling cost and profit in respect of subitems B12.01(a) (i) above	%	R 60 000.00		R -
B12.02	<u>Quality Control Tests</u>				
	(a) Providing quality control tests ordered by the Engineer	Prov Sum	1	R 20 000.00	R 20 000.00
	(b) Handling cost in respect of B12.02	%	R 20 000.00		R -
B12.03	Excavation to expose underground services				
	(a) Excavation of existing services in soft material situated within the following depth ranges below the surface level:				
	(i) 0m to 2m	m ³	80		R -
	(b) Extra over subitem B12.03 (a) for excavation in intermediate material	m ³	20		R -
	(c) Extra over subitem B12.03 (a) for excavation in hard material	m ³	10		R -
	<u>PROVISION OF THE TEMPORARY WORKFORCE</u>				
B12.04	Project Liaison				
	(a) Project Liaison Officer(s)	PC Sum	1	R 24 000.00	R 24 000.00
	(b) Contractor's charge to allow for handling costs and profit in respect of subitem B12.04(a)	%	R 24 000.00		R -
	(c) Project Steering Committee	PC Sum	1	R 4 000.00	R 4 000.00
	(d) Contractor's charge to allow for handling costs and profit in respect of sub item B12.04 (c)	%	R 4 000.00		R -
TOTAL CARRIED FORWARD					

CONSTRUCTION OF STORM WATER CHANNEL IN MOGOPELA

Project No : GTLM/INFR15/09/2021/2022

SCHEDULE A : ROADWORKS**SECTION 1200**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD					R -
<u>HEALTH AND SAFETY</u>					
B12.05	Contractor's initial obligations in respect of the Occupational Health and Safety Act, Construction Regulations and Covid 19 Regulations	Lump Sum	1		R -
B12.06	Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations, including Covid 19	Month	4		R -
B12.07	Submission of the Health and Safety File	Lump Sum	1		R -
TOTAL CARRIED FORWARD TO SUMMARY					R -

SCHEDULE A: ROAD WORKS

SECTION 1300

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Project No : GTLM/INFR15/09/2021/2022

SECTION 1400

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CONSTRUCTION OF STORM WATER CHANNEL IN MOGOPELA						
Project No : GTLM/INFR15/09/2021/2022						
SCHEDULE A: ROAD WORKS					SECTION 1500	
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT	
1500	ACCOMMODATION OF TRAFFIC					
15.01	Accommodating traffic and maintaining temporary deviations	km	1.4		R	-
B15.02	Earthworks for temporary deviations:					
	(a) Shaping of temporary deviations	km	1.8		R	-
	(b) Cut and borrow to fill	m ³	300.00		R	-
15.03	Temporary traffic - control facilities					
	(a) Flagmen	man-day	160		R	-
	(b) Portable STOP and GO-RY signs	no.	2		R	-
	(d) Amber flicker lights	no.	2		R	-
	(e) Road signs, R- and TR-series.					
	(i) 600 mm. dia.	no.	4		R	-
	(i) 900 mm. dia.	no.	4		R	-
	(f) Road signs, TW-series with distance board					
	(i) 1200 mm. side	no.	4		R	-
	(g) Road signs, STW-, DTG, TGS and TG series (excluding delineators and barricades)	m ²	6		R	-
	(h) Delineators (TW 401 and TW 402) 1000mm x 250mm plus sandbags					
	(i) Single	No	50		R	-
	(ii) Mounted back to back	No	15		R	-
1500	TOTAL CARRIED FORWARD				R	-

Project No : GTLM/INFR15/09/2021/2022

SECTION 1600

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CONSTRUCTION OF STORM WATER CHANNEL IN MOGOPELA					
Project No : GTLM/INFR15/09/2021/2022					
SCHEDULE A: ROAD WORKS				SECTION 1800	
ITEM NO		UNIT	QUANTITY	RATE	AMOUNT
1800	DAYWORKS				
B18.01	Personnel				
	(a) Unskilled labour	h	50		R -
	(b) Semi-skilled labour	h	40		R -
	(c) Skilled labour	h	40		R -
	(d) Ganger	h	20		R -
	(e) Foreman	h	20		R -
B18.02	Equipment				
	(a) TLB (CAT 416 or similar)	h	3		R -
	(b) Tipper trucks (6m3)	h	3		R -
	(c) Water bowser (9000 litre)	h	3		R -
	(d) Rammers	h	3		R -
	(e) Road Grader (CAT 140G or similar)	h	3		R -
B18.03	Materials				
	(a) Procurement of materials	Prov Sum	1	R 5 000.00	R 5 000.00
	(b) Contractor's handling costs,	%	R 5 000.00		R -
	Transport				
	(a) LDV	km	100		R -
	(b) Flatbed truk	km	50		R -
1800					

CONSTRUCTION OF STORM WATER CHANNEL IN MOGOPELA						
Project No : GTLM/INFR15/09/2021/2022						
SCHEDULE A: ROAD WORKS					SECTION 2100	
ITEM NO	DESCRIPTION			UNIT	QUANTITY	AMOUNT
2100	DRAINS					
21.01	Excavation for open drains:					
	(a)	Excavating soft material situated within the following depth ranges below the surface level:				
	(i)	0 m up to 1,5 m	m ³	4 130.00	R	-
	(b)	Extra over item 21.01 (a) for excavation in intermediate material, irrespective of depth	m ³	1 200.00	R	-
	(c)	Extra over item 21.01 (a) for excavation in hard material, irrespective of depth	m ³	200.00	R	-
B21.20	Rip and re-compact in-situ material					
	(a)	Material in compacted layer thickness of 150mm and less:				
	(i)	Compacted to 93% modified AASHTO density	m ³	150.00	R	-
B21.21	Win, place and compact selected excavated gravel to fill sections of collapsed side walls					
	(a)	within free-haul distance of 0.5km	m ³	380.00	R	-
B21.22	Trimming of channel sides and floor to receive stone pitching			m ²	7 190.00	R -
2100	TOTAL CARRIED TO SUMMARY					R -

CONSTRUCTION OF STORM WATER CHANNEL IN MOGOPELA					
Project No : GTLM/INFR15/09/2021/2022					
SCHEDULE A: ROAD WORKS					SECTION 2200
ITEM NO	DESCRIPTION		UNIT	QUANTITY	AMOUNT
2200	<u>PREFABRICATED CULVERTS</u>				
22.01	Excavation:				
	(a)	Excavating soft material situated within the following depth ranges below the surface level			
	(i)	0 m up to 1,5 m	m³	120.00	R -
	(b)	Extra over subitem 22.01 (a) for excavation in intermediate material, irrespective of depth	m³	40.00	R -
22.02	Backfilling:				
	(a)	Using the excavated material	m³	65.00	R -
	(c)	Extra over subitem 22.02(a) for soil cement backfill (5%)	m³	10.00	R -
22.05	Portal and rectangular culverts				
	(b)	Without prefabricated floor slabs:			
	(i)	2400 x 1200 mm	m	68.00	R -
22.07	Cast in situ concrete and formwork:				
	(b)	In floor slabs for portal or rectangular culverts, including formwork, joints and Class U2 surface finish			
	(i)	Class 30 / 19 concrete	m³	49.00	R -
22.10	Steel reinforcement:				
	(a)	Mild steel bars	t	1.10	R -
	(b)	High-tensile steel bars	t	3.50	R -
	(c)	Welded steel fabric Ref 190	kg	60.00	R -
2200	TOTAL CARRIED TO SUMMARY				R -

CONSTRUCTION OF STORM WATER CHANNEL IN MOGOPELA

Project No : GTLM/INFR15/09/2021/2022

SCHEDULE A: ROAD WORKS

SECTION 5500

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5500	FENCING				
55.01	Clearing the fence line, 2m wide strip	km	0.80	R	-
B55.02	Supply and erect new fencing material for new fences and for supplementing material in existing fences which are being repaired or removed:				
(a)	Zinc-coated barbed wire (SABS 675)				
(i)	High tensile grade, single strand, 2.00mm nominal diameter wire	km	5.60	R	-
(b)	Zinc-coated smooth wire (3.15mm diameter)	km	8.38	R	-
(c)	Diamond mesh fencing (75mm x 2mm)	m ²	3 350.00	R	-
(g)	Standards				
(i)	1.85 x 2.50 kg/m mild steel Y-section	No.	324.00	R	-
(h)	Droppers				
(i)	1.4m x 0.56kg/m mild steel ridge back section	No.	80.00	R	-
(i)	Straining posts, stays and anchors:				
(i)	Vertical				
(1)	Steel straining posts with caps 2.13m x 100mm dia x 3.0mm tubular steel (galvanised)	No.	24.00	R	-
(ii)	Inclined				
(1)	Steel stays and anchors, 2.13m x 50mm dia x 3.0mm tubular steel (galvanised)	No.	52.00	R	-
B55.03	New gates (3.6m wide x 1.2m high)	No.	1.00	R	-
5500	TOTAL CARRIED TO SUMMARY			R	-

CONSTRUCTION OF STORM WATER CHANNEL IN MOGOPELA

Project No : GTLM/INFR15/09/2021/2022

SCHEDULE A : ROADWORKS**SECTION 5600**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
5600	<u>ROAD SIGNS</u>				
B56.01	Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or in Class 1 retro-reflective material, where the sign board is constructed from: (c) Prepainted galvanized steel plate (Chromadek 1,4 mm thick or approved equivalent):				
	(i) Area not exceeding 2 m ²	m ²	45.00		R -
	(ii) Area exceeding 2 m ² but not 10 m ²	m ²	4.00		R -
56.02	Extra over item 56.01 for using:				
	(a) Background of retro-reflective material of:				
	(i) Class I	m ²	49.00		R -
	(b) Lettering, symbols, numbers, arrows, emblems and borders of retro-reflective material:				
	(i) Class III	m ²	25.00		R -
56.03	Road sign supports (overhead road sign structures excluded):				
	(a) Steel tubing				
	(i) 75mm external diameter, wall thickness 3mm	m	60.00		R -
56.05	Excavation and backfilling for road sign supports (not applicable to kilometre posts)	m ³	18.00		R -
56.06	Extra over item 56.05 for cement-treated soil backfill	m ³	4.00		R -
56.07	Extra over item 56.05 for rock excavation	m ³	3.00		R -
B56.10	Danger plates at culvert structures (600mm x 150mm)	No	34.00		R -
TOTAL CARRIED FORWARD TO SUMMARY					R -

8100	TOTAL CARRIED TO SUMMARY
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CONSTRUCTION OF STORM WATER CHANNEL IN MOGOPELA

Project No : GTLM/INFR15/09/2021/2022

SUMMARY OF SCHEDULE OF QUANTITIES

SECTION	DESCRIPTION	AMOUNT (R)
1200	General requirements and provisions	R -
1300	Contractor's establishment on site and general obligations	R -
1400	Housing, offices and laboratories for the engineer's site personnel	R -
1500	Accommodation of Traffic	R -
1600	Overhaul	R -
1700	Clearing and Grubbing	R -
1800	Dayworks	R -
2100	Drains	R -
2200	Prefabricated culverts	R -
5100	Stone Pitching	R -
5500	Fencing	R -
5600	Road Signs	R -
8100	Testing materials and workmanship	R -
	TOTAL OF SCHEDULE OF QUANTITIES	R -
	Contingencies (10%)	R -
	SUB- TOTAL	R -
	VAT (15%)	R -
	TOTAL CONSTRUCTION COST	R -

Part C3 Scope of Work

C3.1 Project Specifications

PART A: GENERAL

A1 Miscellaneous

The Standard Specifications that form part of this Contract have been written to cover all phases of work normally required for road contracts, and therefore cover items of work not applicable to this particular Contract.

The Project Specifications form an integral part of the Contract Documents, supplement the Standard Specifications, and take precedence in the event of discrepancies with the Standard Specifications, the Schedule of Quantities or the Drawings.

A2 Description of the Work

A2.1 The Site

A2.2 Employer's Objectives

The objective of the Employer is to construct a storm water drainage channel in Mogopela Village, for purposes of managing and controlling the excessive storm water that flows through the village.

Objectives during construction are to economically empower black enterprise contractors by providing them with a portion of the work, work opportunities to the local communities, provide training to local and other labourers and to execute and complete the work with a high degree of safety and sensitivity to the environment and quality.

A2.3 Location of Works

The project is located in Mogopela Village, approximately 30 km north-east of the town of Taung. The project falls within the jurisdiction of the Greater Taung Local Municipality.

A2.4 Overview of the Project

The project comprises the construction of 1811 metres of a trapezoidal storm water channel in Mogopela Village. The start of the channel is located at the geographical co-ordinate of 27° 24' 59.53" S and 24° 46' 07.56" E. The key elements of the channel construction shall comprise setting out, trench excavation, earthworks and compaction, trimming, stone pitching and grouting, culvert construction, fencing and signage.

The position of all existing services (e.g. water reticulation, house connections, Eskom cables, electricity reticulation, sewer reticulation and Telkom cables) must be verified with the service owner (e.g. Municipality,

Eskom and Telkom) prior to carrying out any excavations and/or working in the area. These services must be adequately protected and must not be damaged during construction.

A2.5 Traffic

There are no traffic counts available for internal roads in Mogopela Village.

Detailed Description of the Works

The project comprises the construction of 1811m length of storm water channel in Mogopela Village. The channel shall be trapezoidal in cross-section, with a channel invert width of 1.2m and overall depth of 1.2m. The invert of the channel shall generally be 1.2m below the natural ground level. The sides of the channel shall be at a slope of 60° to the horizontal. The inside of the channel shall be lined with stone pitching. The preparatory work shall entail the setting out of the storm water channel and the possible relocation of water lines. The key elements of the channel construction shall comprise trench excavation, earthworks and compaction, trimming, stone pitching and grouting, culvert construction, fencing and signage. The invert and sides of the channel shall be well trimmed and compacted to a density of 93% Mod AASHTO. Safety measures are also taken into consideration by installation of diamond fence along the channel on both sides in a built up area and one side in the built up areas. The borrow pit will also be fenced with barbed wire fencing and a access gate.

Since construction shall take place under trafficked conditions, minimum disruption to the residents must be a major consideration.

The positions of all existing services (e.g. water reticulation, house connections, Eskom cables electricity reticulation and Telkom cables) must be verified with the service owner (Municipality, Eskom and Telkom respectively) prior to any excavation and/or working in a specific area. These services must be adequately protected and not be damaged during construction.

A3.1 Extent of the Works

The main items of work to be undertaken in terms of the contract involve the following:

- Contractors establishment on site
- Compliance with EMP requirements
- Compliance with OHS Act requirements
- Provision of temporary workforce
- Office for the Engineer's personnel
- Confirmation of position and protection of existing services
- Accommodation of traffic
- Construction of temporary bypasses, where required
- Repair and blading of internal roads along the storm water channel
- Trench excavation of storm water channel
- Backfilling, where necessary, and compaction of invert and sides
- Trimming of sides and channel floor
- Construction of rectangular portal culverts
- Stone pitching of channel
- Erection of information and danger warning signage
- Construction of fencing around the disused borrow pit □ Finishing-off of the road reserves

A3.2 Typical Cross-Section of Storm Water Channel

The channel shall be trapezoidal in cross-section, with a channel invert width of 1.2m and overall depth of 1.2m. The invert of the channel shall generally be 1.2m below the natural ground level. The sides of the channel shall be at a slope of 60° to the horizontal. The inside of the channel shall be lined with stone pitching.

A3.3 Geotechnical Conditions

During geotechnical investigations it was found that two distinctive soil profiles are present at the Mogopela site. The first profile constitutes weathered granite and the second profile is moderately weathered to highly weathered diabase. Diabase falls within mudstones if completely weathered it tends to have high expansive potentials. The consistency and stiffness of soils encountered during profiling were noted to be medium dense to stiff with estimated allowable bearing capacity above 100Kpa.

A3.4 Sources of Construction Materials

The excavated gravel is generally suitable for backfilling of channel floor and sides.

A3.5 Accommodation of Traffic

The channel construction shall take place in fairly narrow road reserves commonly encountered in traditional villages. This could pose difficulties with respect to accommodation of traffic. The Contractor must ensure smooth flow of traffic at all times and may have to provide by-passes where necessary. The Contractor must manage the traffic in accordance with the prescribed requirements

Along the project route, the Contractor must at all times ensure access to the adjacent properties.

A3.6 Existing Services

The following existing services may be encountered within the road reserves;

- Overhead power lines
- Electrical cables
- Water supply lines
- Water house connection

The Contractor must make the necessary arrangements to locate and safe guard these services during the Works. The Contractor must repair and pay for any damage to known existing services.

Any overhead services crossing the road must clear the final road level by at least 6,1m.

A4 Drawings

The Contractor shall be supplied with three sets of copies of construction drawings at the start of the project. These prints shall be issued free of charge and the Contractor must make any additional prints he may require at his own cost.

Any information in the possession of the Contractor that is required by the Engineer's Representative to complete his as-built drawings must be supplied to the Engineer's Representative before a Certificate of Completion will be issued.

Only figured dimensions must be used and drawings must not be scaled unless instructed by the Engineer. The Engineer shall supply any figured dimensions that may have been omitted from the drawings.

The levels given on the Drawings are subject to confirmation on the Site and Contractor shall submit all levels to the Engineer for confirmation before he commences construction. The Contractor shall check all clearances given on the drawings and shall inform the Engineer of discrepancies.

A5 Power supply and other services

The Contractor must make his own arrangements concerning the supply of electrical power and all other services. No direct payment will be made for the provision of electrical and other services. The cost of providing these services will be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

A6 Construction in confined areas

It may be necessary for the Contractor to work in confined areas. No additional payment will be made for work in "restricted areas" except in the case of structures as described in sub clause 6108 (d) of the Standard Specifications. In certain areas the width of the fill material and pavement layers may reduce to zero and the working space may be confined. The method of construction in these confined areas depends on the Contractor's constructional plant. However, the Contractor must note that measurement and payment will be in accordance with the specified cross-sections and dimensions irrespective of the methods used to achieve these cross-sections and dimensions, and that the rates and amounts tendered will be deemed to include full compensation for any special equipment or construction methods or for any difficulty encountered in working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for payment be considered on account of these difficulties.

A7 Contractors Camp Site

The Contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel and all regulations stipulated by the local authority shall be adhered to.

It is anticipated that the Contractor's choice of a camp site will be influenced by the availability of telephone and electrical connections as well as the supply of portable water.

A8 Security

The Contractor shall be responsible for the security of his personnel and Constructional Plant on and around the site of the works and for the security of his camp. No claims in this regard will be considered by the Employer.

A9 Water for construction purposes

The Contract will be undertaken in an arid area with scarce water resources. The Contractor must make adequate provision in his Tender for all negotiations and procurement of water for construction activities and all related costs will be deemed as to be included in his Tendered rates.

The area is serviced by piped water reticulation network and water for construction purposes may be available, but would depend on negotiations with the Municipality. The Contractor must make the necessary arrangements for a connection point and the associated payments for the connection and water consumed.

A10 Additional requirements for construction activities

- a) 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 roads.

- b) Failure to maintain roads signs, warning flashing lights, etc, in a good condition shall constitute ample reason for the Engineer to bring the works to a stop until the roads signs, etc, have been repaired to his satisfaction.
- c) The Contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual (SARTSM – Vol 2, Chapter 13).
- d) The Contractor may not proceed with permanent works before the required offices and laboratories of the Engineer's site personnel have been erected by him. This includes the provision of electricity, sanitary arrangements, portable water and telephone, email and fax facilities. In the event where the Contractor cannot obtain telephone lines timeously from Telkom, a wireless system shall be provided for telephone, email and fax facilities.

A11 Temporary latrines

The Contractor shall provide sufficient latrine facilities for the use of his employees. He shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the Engineer and the Employer. Latrines shall be positioned within walking distance from wherever employees and labourers are employed on the works.

A12 Moving existing services

Services belonging to any public or private authority, which require moving shall be dealt with in the manner specified in Clause B1202.

The Contractor shall liaise with the necessary service authorities to establish the position of their services. These must be located and marked in advance of construction. The Contractor must take all reasonable steps to protect existing works against damage, which may arise as a result of his operations on the site.

The Contractor will be held responsible for direct or consequential damage to any existing works including any claims which may arise as a result thereof and the cost of repair of any such damage shall be borne by the Contractor unless it is established by the Engineer that the Contractor exercised reasonable care and damage was unavoidable.

The owners and the Engineer shall be notified immediately of any damage done to existing works.

If so directed by the Engineer the positions of existing works shall be changed by the Contractor to meet the requirements of the proposed work. The cost of such work shall be paid for at the applicable rates set out in the Bill of Quantities or, in such rates, at mutually agreed between the Engineer and the Contractor.

All communication by the Contractor with the relevant authorities in connection with services must be directed through the Engineer.

A13 Training

Technical skills, generic and management skills training shall not be provided in this project. Normally Part D of the Project Specifications deals specifically with matters regarding training, and a payment item for that would be included in the Project Specifications.

A14 Use of local resources

A major objective of this Contract is the optimum use of local resources. One of the methods to be adopted to achieve this objective is through the implementation of labour-optimising construction methods. Labour-optimising construction is defined in Clause B 1156 of Part B of the Project Specifications.

A15 Labour-optimising construction activities

(a) General

The portions of the Works listed in sub-clause (b) below shall, unless otherwise instructed by the Engineer, be constructed under this Contract using labour-optimising construction methods only. Payment for works identified in sub-clause (b) below shall be made in accordance with the pay items provided in the Bill of Quantities.

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

(a) Operations to be executed using labour-optimising construction methods

The following portions of the Works shall be executed using labour-optimising construction methods:

- i. Clearing and grubbing the site
- ii. Excavating for all open drains, culverts, inlet and outlet structures, concrete structures, road sign posts and guardrail posts
- iii. Constructing catch-water banks and mitre banks
- iv. Constructing culvert inlet and outlet structures as well as cast in situ slabs, including all masonry work and minor precast work
- v. Removing oversize material, backfilling and compaction of excavation floor and sides
- vi. Trimming of channel floor and sides
- vii. Construction of stone pitching
- viii. Fencing around the borrow pit to be used as an attenuation facility
- ix. Finishing the road reserves
- x. Treating temporary diversions
- xi. Repairing and blading internal roads along the storm water channel

A16 RESTRICTIONS ON THE USE OF PERSONNEL IN THE PERMANENT EMPLOY OF THE CONTRACTOR

(a) The Contractor shall limit the use on the Contract Works of his permanently employed personnel to that of key personnel only (as defined in Part C of the Project Specifications) and shall, subject to the further provisions of the following parts of the Project Specifications

- (i) Part C - Provision of the temporary workforce,
- (ii) Part D - Provision of structured training,

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

(b) The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor and where he deems the circumstances to warrant, authorise in writing that the Contractor may use in the execution of the Works, workers not being his key personnel but who are in his permanent employ. Without limiting the generality of application of this sub-clause, circumstances which may be considered by the Engineer to warrant the authorization of the use of the Contractor's permanent employees not being key personnel, include:

- (i) The unavailability of sufficient numbers of temporary workers and/or SubContractors to execute the Works, provided always that the Contractor has proven that he has exercised his best endeavours and taken all reasonable actions to recruit sufficient numbers of temporary workers and SubContractors and has exhausted all reasonable recruitment options
- (ii) The unavailability within the temporary worker pool and/or subContractor sources available to the Contractor in terms of the Contract, of sufficient of the required knowledge and skills necessary for the execution of the Works or specific portions thereof, in cases where the time for completion allowed in the Contract is insufficient to facilitate the creation of the necessary skills through the provision of training as contemplated in this Contract
- (iii) Any other circumstances which the Engineer may deem as constituting a warrant.

A17 Community liaison and community relations

In all dealings with the various communities and workers employed from within the communities, the Contractor shall take due cognisance of the character, culture and circumstances of the communities involved and shall at all times use his best endeavours to avoid the development of disputes and to foster a spirit of co-operation and harmony towards the Contract.

The Contractor shall at all times keep the Engineer fully informed on all matters affecting the Contract and the communities, and shall attend all meetings of the Project Co-ordinating Committee as may be reasonably required by the Engineer. All matters concerning the communities shall be discussed and, where possible, resolved at such meetings.

Where any resolution of the Project Co-ordinating Committee shall be contrary to the terms and provisions of the Contract, the Contractor shall not give effect to them without a prior written instruction from the Engineer. Where the Contractor is of the opinion that any instruction of the Engineer issued in terms of this clause will result in him incurring additional costs which were not provided for in his tendered rates and prices, and/or that a delay in the progress of the Works will result, he will be entitled to submit a claim in terms of Clause 10 of the General Conditions of Contract, provided always that the period of twenty-eight (28) days referred to in Clause 10 shall be reduced to three (3) normal working days in respect of all claims submitted in terms of this clause

A18 Programme requirements for construction activities

The Contractor shall programme his activities to be suitable in terms of his resources to complete the contract inside the stipulated time period.

PART B: MATTERS RELATING TO THE STANDARD SPECIFICATIONS

The following specifications shall apply for the construction of the Works.

- (a) The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998)

The Contractor may purchase copies of the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998) from the South African Institution of Civil Engineers (SAICE)

SAICE Waterfall Park, Howick Gardens, Becker Street, Vorna Valley, Midrand

Tel 011 805 5947 and Fax 011 805 5971: Contact Angeline Aylward

Or

SABS or BS Specifications and codes of Practice

(b) Wherever any reference is made to the South African Bureau of Standards (SABS) and the British Standards Specifications (BSS) in either these Bill of Quantities or the Specification of Materials and Methods to be used (00G-001E), this reference shall be deemed to read 'SABS or equivalent standard' and BS or equivalent standard respectively.

(c) Various other specifications specified in the COLTO Standard Specifications of the Project Specification

B1 PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS AND ADDITIONAL SPECIFICATIONS

Where reference is made to the Standard specifications in this contract, it shall mean the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998, prepared by the Committee of Land Transport Officials complete with any corrections and amendments applicable at the time of bidding. Amendments to the Standard Specifications are bound in the contract documents in Section B: Project Specifications: Standard Specifications.

In certain clauses the Standard Specifications allow a choice to be specified in the Project Specifications between alternative materials or construction methods, and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this Contract are contained in this part of the Project Specifications. It also contains some additional specifications required for this particular Contract.

The number of each clause and each payment item in this part of the Project Specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the Standard Specifications. The number of a new clause or a new payment item that does not form part of a clause or a payment item in the Standard Specifications and is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the Standard Specifications.

B2 SECTION 1100: DEFINITIONS AND TERMS

B115 GENERAL CONDITIONS OF CONTRACT

Replace Clause 1115 with the following

'The 2015 edition of the General Conditions of Contract for Construction Works published by the South African Institute of Civil Engineering, together with the Special Conditions of Contract form part of the Contract'.

All references in the COLTO Standard Specifications for Road and Bridge Works are to the COLTO General Conditions of Contract for Road and Bridge Works for State Road Authorities. Consequently, all references in the COLTO Standard Specifications have to be amended accordingly to reflect the appropriate General Conditions of Contract relevant for the Contract. The COLTO Standard Specifications have been scrutinized and the clauses, which refer to the COLTO General Conditions of Contract, identified. Each COLTO clause reference is tabulated in Table 1115/1 below (context of reference is also given) together with the relevant equivalent clause in the SAICE General Conditions of Contract for Construction Works (GCC 2010) applicable for this Contract.

Whereas every effort has been made to include all of the affected clauses in the table, there may be some omissions. In every case, however, the General Conditions of Contract for Construction Works, as amended by the Special Conditions of Contract, shall apply and the Contractor shall be responsible for interpretation of the equivalent clause

Table 1115/1: References in COLTO Standard Specifications to the COLTO General Conditions of Contract and relevant SAICE General Conditions of Contract for Construction Works (GCC2010)

COLTO Standard Specification		COLTO General Conditions of Contract 1998 (GCC)		GCC 2010	
Clause No	Page No	Clause No	Description or Reference	Clause No	Description or Reference
1115	1100-2		Definition of GCC		
1204	1200-2	15	Construction programme	5.6	Programme
1204	1200-2		General reference to GCC		
1206	1200-3	14	Setting Out of Works		
1209(a)	1200-4		General references to GCC		
1209(e)	1200-5	52(2)	Valuation of material brought onto site	6.9	Vesting of Plant and materials
1210	1200-5	54(1)	Certificate of practical completion	5.14.4	Certificate of completion
1212(1)	1200-7	49(2)	CPA on alternative designs	6.8	CPA on alternative designs
1215	1200-9	45(2)	Extension of time for completion due to abnormal rainfall.	5.12	Extension of time for practical completion
1217	1200-10	35	Care of the works	8.2	Care of the works
1303(ii)	1300-1		General reference to GCC		
1303(iii)	1300-1	49	Price adjustment Item 13.01(a)	6.8	Price adjustment Item 13.01(a)
COLTO Standard Specification		COLTO General Conditions of Contract 1998 (GCC)		GCC 2010	
1303(iii)	1300-2	49	Price adjustment Item 13.01(b)	6.8	Price adjustment Item 13.01(b)

1303(iii)	1300-1	53	Variations exceeding 20%		
1303(iii)	1300-2	53	Variations exceeding 20%		
1303	1300-2	12	Payment Item 13.01(c)	5.3	Payment Item 13.01(c)
1303	1300-2	45	Payment Item 13.01(c)	5.12	Payment Item 13.01(c)
1403(c)(ii)	1400-4	40(1)	Variation for rented accommodation	6.3	Variations
1505	1500-3	40(1)	Variation for temporary drainage	6.3	Variations
Item 15.08	1500-8	48	Payment of Provisional Sum	6.6	Provisional sums and prime cost sums
Item 15.09	1500/8	48	Payment of Provisional Sum	6.6	Provisional sums and prime cost sums
Item 15.11	1500-8	48	Payment of Provisional Sum	6.6	Provisional sums and prime cost sums
Note (2)	3100-4	40	Payment for prospecting for materials	6.6	Provisional sums and prime cost sums
3204(b)(iii)	3200-2	40	Payment for oversize material	6.3	Variations
3303(b)	3300-2	2	Engineer's decisions, with reference to materials classification	3	Engineer
Item 44.06	4400-3		General reference to GCC, PC Sums	6.6	Provisional sums and prime cost sums
Item 45.06	4500-3		General reference to GCC, PC Sums	6.6	Provisional sums and prime cost sums
5803(c)	5800-3	40	Variation, for landscaping	6.3	Variations
5805(d)	5800-4	40	Variation, for grassing	6.3	Variations
Item 58.10	5800-10	48	Payment for Extra Work	6.6	Provisional sums and prime cost sums
8103(c)	8100-1	40	Variation, for testing material	6.3	Variations
Item 81.02	8100-26		General reference to GCC, Provisional Sums		
Item 81.03	8100-26	22	Clearance of site on completion, with reference to core drilling	5.15.1	Clearance of site on completion, with reference to core drilling

Add the following clause

B1156 LABOUR-OPTIMISING CONSTRUCTION

The cost effective employment of as great portion of labour as this is practically and technically feasible to produce a standard of construction as required by the Specifications, thus the economic substitution of plant and mechanical equipment in favour of available labour using hand tools, on condition that this method is not more expensive than the conventional construction practices.

B3 SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

B 1202 SERVICES

Add the following

'Information regarding known services is shown on the drawings'.

The information shown on the schedule of services is based on the best available information. No guarantee as to the accuracy of the information can be given and the schedule should, therefore, be used as a guide only.

Before work commences, the Contractor shall contact all private owners or public authorities controlling services to allow them to protect, move or relocate a service as required, or to confirm that all such work has been completed.

The relocation and protection of services shall be carried out in conjunction with the service owners and in compliance with the Machinery and Occupational Safety Act 6 of 1983.

Where protective measures involve the construction of permanent work, payment as specified in the order given by the Engineer, shall be either at contract rates, where these are applicable, or where no contract rates are applicable, in accordance with the provisions of clause 6.4 of the General Conditions Contract.

No payment will be made for inconvenience to the Contractor due to services crossing the site or any authority working on such services, nor will delays caused by such workings be accepted as a basis for claiming an extension of time for completing the works.

B 1204 PROGRAMME OF WORK

Insert the following before the first paragraph

"A bar-chart programme shall be provided showing the various activities in such detail as may be required by the Engineer. The programme shall be updated monthly in accordance with the progress made by the Contractor. The critical path of the programme of work shall also be included.

In compiling the programme or work, the Contractor shall incorporate the following important factors specified in these specifications.

- The specified contract period
- Percentage of work to be done by Black Economic Empowered Enterprises and labour intensive work including a breakdown of the labour intensive work.
- The relocation and protection of services
- Accommodation of traffic proposals
- Phase construction detail relating to the relocation and protection of services, accommodation of traffic and weather limitations

The Contractor shall take note of various factors contained in these specifications which will have a significant influence in the compilation of the programme of work.

B 1205 WORKMANSHIP AND QUALITY CONTROL

Replace the third paragraph with the following

"The Contractor shall determine his own frequencies at which quality or process control tests are to be undertaken. The Engineer will however, undertake all acceptance control tests for the judgement of workmanship and quality of products".

Add the following at the end of the clause

“The Engineer shall, for purpose of acceptance control on products and workmanship, assess test results and measurements in accordance with the provisions of Section 8300 of the standard specifications (quality control scheme 2). Where small quantities of work are involved, a lot shall mean a full day’s production for a specific item of work subject to acceptance control testing”.

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

Add the following

“Before commencing construction the Contractor shall align the road horizontally according to the information given on the drawings and shall establish a stake line for control purposes. Subsequently he shall supply the Engineer’s Representative with a full set of cross-sections taken at 10m intervals along the centreline of the road. These cross-sections shall cover the full width of the road reserve. Stake-line beacons shall be clearly marked and protected during construction

Amend the first line of the last paragraph as follows:

“The setting out of work including the survey and staking of the new road centreline will not be measured and paid for”.

B 1209 PAYMENT

(b) Rates to be inclusive

Add the following to the first paragraph

“VAT shall be excluded from the bidden rates and sums and provided for as a lump sum in the summary of the Schedule of Quantities.

(e) **Materials on site**

Add the following to the end of the clause:

“The Engineer may at his sole discretion allow payments under “materials on the site” in respect of any construction materials, if stored off-site, providing that:

- The site selected for this purpose is approved by the Engineer;
- Such land is physically separated from any production plant or operation;
- Only materials for use under this contract are stockpiled on such land; and the Contractor has provided proof of an agreement with the owner of such land that the owner has objection to using the land for these purposes and has no claim whatsoever on any materials stockpiled on such land.”

Add the following sub-clause

“(g) **Payment Certificates**

With reference to Clause 6.10.1 of the General Conditions of Contract, the Engineer’s Certificate will only be issued after he has received a draft certificate prepared by the Contractor at his own expense in the form prescribed by the Engineer. The cost of duplicating and delivering copies of the certificate to the Contractor, the Engineer and the Employer shall be borne by the Contractor. The Engineer and the Employer require a total of three sets of A4-sized paper copies.

B1210 CERTIFICATE OF PRACTICAL COMPLETION OF THE WORKS

Add the following at the end of the clause

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

- (i) In case of partial completion, the estimated cost to complete the outstanding work is less than 2% of the estimated cost to construct the whole section or sections.
- (ii) In the case of the whole works, the estimated cost to complete the outstanding work is less than 2% of the bidden value of work plus the cost of any variation or extra work orders, but excluding CPA and VAT
- (iii) The written list of outstanding items of work can be completed within 28 days of the list having been accepted in writing by the Contractor.

B 1215 EXTENSIONS OF TIME RESULTING FROM ABNORMAL RAINFALL

Add the following:

“Extension of time for completion in terms of Clause 5.12 of the General Conditions of Contract in respect of abnormal rainfall shall be determined in terms of Method (ii) (Critical Path Mode) as described under clause 1215 of the Standard Specifications”.

The value of “n” as specified in this clause shall be taken as 3 working days per calendar month from November to March and 2 working days per Calendar month for the remainder of the year. If no abnormal rainfall or other inclement weather periods occur during a specific calendar month the “n” value shall not be accumulated over the contract period. The calculation for the extension of time due to abnormal rainfall shall be as per the remainder of the clause in the standard specification”.

B 1224 THE HANDING-OVER OF THE ROAD RESERVE

Add the following:

“The total length of the road reserve will be handed over to the Contractor at the start of the contract period”.

B 1229 SABS CEMENT SPECIFICATIONS

Replace the last paragraph of this clause with the following:

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

SABS ENV 197-1: Cement-composition, specifications and conformity criteria.

Part 1: Common cements

Furthermore, where reference is made in this specification or the standard specifications to the different cement types, the following new names/types shall apply

Old product nomenclature	Typical new product nomenclature	
	Cement type	Cement strength class
OPC	CEM1	32,5
	CEM1	32,5R

RHC	CEM1 CEM1	42,5 42,5R
LASRC	No provision made	No provision made
PC15SL	CEM II/A-S CEM II/A-S CEM II/A-S	32,5 32,5R 42,5
PC15FA	CEM II/A-V CEM II/A-V CEM II/A-W CEM II/A-W	32,5 32,5R 32,5 32,5R
RH15FA	CEM II/A-V CEM II/A-V	42,5 42,5R
	CEM II/A-W CEM II/A-W	42,5 42,5R
PBFC	CEM II/A CEM II/A	32,5 32,5R
PFAC	CEM II/B-V CEM II/B-W	32,5 32,5
RH30SL	CEM II/B-S CEM II/B-S	32,5R 42,5
RH40SL	CEM II/A CEM II/A	32,5R 42,5

CEM I 32,5, CEM II A-S, CEM II/A-V, or CEM III A may be used for the manufacture of reinforced concrete members

Add the following new clauses:

B 1230 SUB-CONTRACTORS

It is a condition of the contract that an approved subContractor shall not sublet part of work covered in his appointment by the main Contractor, to another subContractor without the consent and approval of the Engineer.

B 1231 CONTRACTORS ACTIVITIES ON PRIVATE PROPERTY

The Contractor shall not enter onto private property or property not belonging to the employer for the purpose of carrying out any work in connection with the contract without having completed the following formalities well ahead of the intended date for entering such property:

- The Contractor shall give notice, in writing to the owner, lessee or occupier, on a form approved by the Engineer, of his intention of entering upon the property, together with full details of the work he intends to carry out in the property and the intended dates and duration of occupation.
- The Contractor shall arrange a meeting with the owner, lessee or occupier to:
 - Confirm that the owner, lessee or occupier, has permitted the Contractor to enter upon the property for the said purpose
 - Obtain details from the owner, lessee or occupier, regarding any special precautions that should be taken by the Contractor during the execution of works

- Record details, with photographs if necessary, of the condition of the property at that stage, including any defects in buildings, swimming pools, outbuildings, fences, etc. that may be affected by his activities
- Record in writing the details of the above; the form and substance of such records and agreements shall be subject to the Engineer's approval and a copy of the details as recorded shall be sent to the Engineer for his records and his approval
- In the event of the Contractor failing to reach agreement with the owner, lessee or occupier of the property on any of the matters referred to above, the matter shall be referred to the Engineer for further action

B 1232 MATERIALS

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

Earth, stone, gravel, sand and all other materials excavated on the site or in the borrow areas provided by the Employer shall not become the property of the Contractor, but will be at his disposal only in so far as they are approved for use on the Contract. 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.

No materials to be included in the works shall 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.

B 1233 TRAINING

Structured training shall not be provided to Employer's staff, members of the Contractor's permanent staff approved for training, and temporary personnel involved in the Contract in accordance with the provisions set out in Part D. The selection of the candidates will normally be approved by the Engineer, the representatives of the local communities and Employer's Representative in the area, subject to the required entrance levels. All training courses must be offered through approved accredited training organizations.

However, the Contractor may provide the following for any essential training:

- (a) Electrified venue with sufficient lighting and furniture
- (b) All necessary stationary, consumables and study material
- (c) Transport to and from training venue
- (d) Wages for candidates attending technical skills training during working hours
- (e) Payment to approved training organizations for the provision of the training.
- (f) Details of training venue (location, size, facilities available)

B 1234 WORKMEN'S COMPENSATION ACT

All labour employed on the site shall be covered by the Workmen's Compensation Act. The Contractor shall pay in full, including the payment of the necessary levies, such amounts, as are due in terms of the Act. The Contractor at the commencement of the Contract shall resolve the manner in which Workmen's Compensation will be handled. Amounts paid by the Contractor shall not be included in the wage rate but shall be an extra payment allowed for by the Contractor.

B 1235 MEASUREMENT AND PAYMENT

Add the following new clauses:

Item	Unit
B 12.01 Protection, removal, realignment and replacement of services	
(a) Utility services	
(i) Relocation of services and payments to service owners.	Provisional sum
(ii) Handling cost and profit in respect of Sub item B12.01 (a) (i) above	Percentage (%)

The provisional sum for utility services shall be expanded in accordance with Clause 6.6.1 of the General Conditions of Contract. The bidden percentage is of the amount actually spent under item B 12.01 (a) (i), which shall be paid to the Contractor as full compensation for handling costs and profit in connection with dealing with utility services.

Item	unit
B 12.02 Quality control tests	
(a) Provisional sum for providing quality control tests ordered by The Engineer	provisional sum
(b) Handling cost in respect of sub-item B12.02 (a)	percentage (%)

Expenditure under this item shall be made in accordance with the general conditions of contract.

Payment of quality control tests ordered by the Engineer shall be made on presentation of invoices in accordance with the scale of tariffs of the approved testing laboratory. Payment shall only be made for tests on work passing the specification requirements. No payment will be made for tests on work that is rejected because the work does not comply with the specifications.

The billed percentage is a percentage of the amount actually spent under sub-item B12.02 (a), which shall include full compensation for the handling costs of the Contractor and profit in connection with providing quality control tests.

Item	unit
B12.03 Excavation to expose underground services	
(a) Excavation of existing services in soft material situated within the following depth ranges below the surface level:	
(i) 0m to 2m	m ³
(b) Extra over sub-item B12.03 (a) for excavation in intermediate material	m ³
(c) Extra over sub-item B12.03 (a) for excavation in hard material	m ³

Item	unit
B 12.04 Project Liaison	
(a) Community Liaison Officer	provisional sum
(b) Handling cost in respect of sub-item B12.04(a)	percentage (%)
(c) Project Steering Committee	provisional sum
(d) Handling cost in respect of sub-item B12.04(c)	percentage (%)

Payment under this item shall be made in accordance with specifications given in Part C of the Project Specifications: Provision of Temporary Workforce, Section C11.

Payment of these items shall normally be made on a monthly basis to the CLO and members of the steering committee who attend the steering committee meetings.

Item	unit
B 12.05 Contractors initial obligations in respect of the Occupational Health and Safety Act, Construction Regulations	Lump sum and the Covid 19 Regulations
B 12.06 Contractors time related obligations in respect of the Occupational Health and Safety Act, Construction Regulations	Month and the Covid 19 Regulations

B12.07 Submission of the Health and Safety File**Lump Sum**

Payment under these items shall be made as compensation for compliance with specifications given in Part D2 of the Project Specifications: Health and Safety Requirements and Procedures.

B4 SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS**B 1302 GENERAL REQUIREMENTS****(a) Camps, construction plant and testing facilities**

Add the following

The Contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel. No personnel will be allowed to reside on the site. Only night watchmen maybe on the site after hours.

The Contractor shall be responsible for the security of his personnel, construction plant on and around the site of the works, and of his camp. The cost of this will be deemed to be included in item B13.01.

The Contractors office, laboratory and stores shall, unless otherwise agreed be erected in close proximity to the Engineer's office and laboratory. The entire area shall be fenced with a minimum of 1.8m high razor taped mesh. The Contractor's offices, laboratory and stores and Engineer's offices and laboratory shall be provided with sufficient perimeter lighting.

B 1303 PAYMENT

Item	Unit
13.01 The Contractor's general obligations (As specified)	
(a) Fixed obligations	lump Sum
(b) Value-related obligations	lump Sum
(c) Time-related obligations	month

Add the following after the fifth paragraph:

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

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

B5 SECTION 1400: HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL

B 1402 OFFICES AND LABORATORIES

(a) General

Add the following:

"It is a requirement of the contract that the offices for the Engineer's supervisory staff shall be supplied with approved burglar proofing, the cost of which shall be included in the relevant bidden rates"

(b) Offices

Replace sub clause (xii) with the following

"A complete telephone service together with fax equipment shall be provided. The cost of telephone and cell phone calls and fax transmissions are included in the prime cost sum for the provision of the telephone service

The following list is indicative of the number and sizes of offices and other accommodation that will be required:

Description	Area
Offices for the Engineer's personnel	1x16m ²
Laboratory	1x10m ²

Ablution

1x4m²

(c) Ablution units

Add the following

“One ablution unit is required on site. The unit shall contain at least a wash-hand basin, flush toilet, and the necessary accessories.

The towels shall be replaced with clean towels every second day and soap supplied as necessary. The unit shall contain a lockable clothing cupboard for at least two employees.

The ablution unit shall have an interior floor area of at least 5m².

The billed rate under item B14.01 (e) shall include full compensation for the supply, erection and maintenance of the complete unit as specified”

B 1404 SERVICES

(b) Water, electricity and gas

Add the following:

“The power supply shall be regulated by a suitable voltage regulator in order to maintain a constant current and voltage level at all times to prevent damage to the office and laboratory equipment and related machinery during power surges. In the event of damage to the office and laboratory equipment and related machinery because of a faulty voltage regulator, the Contractor shall be liable for payment of all repair or replacement costs of such damaged items.”

SECTION B1500: ACCOMMODATION OF TRAFFIC

B1501 SCOPE

Add the following:

“It is a condition of this contract that traffic is accommodated taking into account the provisions of the latest edition of the South African Road Traffic Signs Manual (SARTSM). The latest version for use in the accommodation of traffic is Volume 2, chapter 13 of the June 1999 Edition. Copies of this publication are available from the South African National Road Agency Limited, P.O. Box 415, Pretoria, 0001.

B1502 GENERAL REQUIREMENTS

(a) Safety

Add the following:

“The Contractor shall take all precautions necessary to programme and conduct his construction operations in such a manner that inconvenience and annoyance to public traffic, property owners and road users is kept to a minimum. The Contractor shall also ensure that safety requirements are strictly enforced at all times.

The Contractor shall be responsible for maintaining the existing road surface both within the site of the works in a safe and trafficable condition for the duration of the contract.

The Contractor, before starting work on any part of the site or at any position, shall submit to the Engineer his method statement and programme for accommodating traffic on that section”.

(e) Access to properties.

Add the following

“Contractor must take note that a number of accesses to private properties must be operational and maintained during this constructional period. No separate payment will be made for providing acceptable and safe access at all times during construction of the channel”.

Add the following new sub-clauses;

“(j) Use of reflective safety jackets

The Contractor shall ensure that all site personnel, excluding those who are permanently office bound, are equipped with reflective safety jackets and that these are worn at all times when working on or in proximity of the channel. The safety jackets shall be of an approved Level 2 type, bright/fluorescent orange, red-orange or yellow in colour with retro-reflective strips as indicated in Chapter 13 of Volume2 of the South African Road Traffic Signs Manual (SARTSM), Figure 13.30 (Detail 13.30.2). Any person found not wearing a reflective safety jacket under these circumstances shall be removed from the site until such time as he/she is in possession of and wearing a reflective jacket. Reflective safety jackets shall be kept in good condition and any jackets that are, in the opinion of the Engineer, ineffective must be immediately replaced by the Contractor.

The covering of permanent road signs, if applicable, shall be by utilizing a hessian bag that shall be pulled over the sign in the form of a hood and fastened to the sign posts. Plastic bags or other materials and fastened by means of adhesive tape shall not be permitted. The cost of covering permanent roads signs shall be included in the bidded rates 15.01.

B1503 TEMPORARY TRAFFIC-CONTROL FACILITIES

(c) Channelization devices and barricades

Add the following:

Delineators shall:

- (i) comply with the manufacturing and reflective requirements of the SARTSM and the blades shall be reversible with dimensions as indicated on the drawings;
- (ii) have smooth and round edges and be mounted on a post and base. All components shall be of durable plastic material;
- (iii) have the lower edge of the reflective part of the delineator mounted not lower than 250mm above the road surface;
- (iv) be capable of withstanding the movement of passing vehicles and gusting winds up to 60 km/h in typical working conditions without falling over. To achieve this, the base shall be at least 0,18m² and ballasted by sandbags with sand;
- (v) together with its mounting be designed such that it will collapse in a safe manner under traffic impact.

Traffic cones manufactured in a fluorescent red-orange or red plastic material may be used only at short term lane deviations during daylight. Cones shall not be used on their own, but shall be interspersed with delineators at a ratio not exceeding 3:1. Cones used on all deviations shall be 750mm high. Lane closures which continue into the night time shall be demarcated by delineators only."

(e) Warning devices

All construction vehicles utilized on site shall be equipped with visible rotating amber warning lights and these shall be operational at all times when travelling on site or when vehicles are stationary in construction areas. The Contractor shall also provide the Engineer's site personnel with warning lights for their vehicles (maximum of two (2) lights required). All construction vehicles shall clearly display an identification sign(s) with the legend "CONSTRUCTION VEHICLE" visible from the front and back of the vehicle.

No separate payment shall be made for the provision of warning lights or identification signs for construction vehicles and shall be deemed to be included in the bid rate for Payment item 15.01.

Add the following subclauses:

(g) Maintenance

All temporary traffic control facilities shall be kept clean and, maintained in good order at all times.

If the coefficient of retro-reflection of any of the Contractor's signs falls between 80% of the value given in Table 1 of CKS 191 – 1987 (observation angle 0,33, entrance angle 5,0) for the grade and colour of the material used the sign shall be considered defective and shall either be rectified or removed.

(h) Sufficiency

The Contractor shall determine, from his proposed programme, the number of temporary traffic control facilities required and shall not commence with any accommodation of traffic before sufficient traffic-control facilities have been delivered to the site.

The Contractor shall keep sufficient surplus barricades, signs and delineators on or around the site to allow for the replacement of damaged or missing items within a period of two (2) hours of the deficiency being discovered.

The Contractor shall allow in his bid rate for the replacement of five (5) percent of the traffic-control facilities scheduled. This percentage is to allow for the replacement of traffic-control facilities which become unserviceable or damaged by traffic or stolen and is beyond the Contractor's control and not the result of his actions or omissions during the period of accommodation of traffic on the site. The replacement of traffic control facilities over and above this five (5) percent of the scheduled item damaged by public traffic or stolen shall be payable at bid rates.

B1506 EARTHWORKS FOR TEMPORARY DEVIATIONS

Add the following at the end of the first paragraph:

"Earthworks for temporary deviations shall also cover repair of damaged internal roads, as indicated by the engineer"

B1507 GRAVELLING OF TEMPORARY DEVIATIONS OR OF EXISTING ROADS USED AS TEMPORARY DEVIATIONS

Add the following statement after the third paragraph:

“Gravelling of temporary deviations shall also include gravelling of damaged internal roads, as indicated by the engineer”

B1511 MAINTENANCE OF GRAVEL TEMPORARY DEVIATIONS AND EXISTING GRAVEL ROADS USED AS TEMPORARY DEVIATIONS

Add the following statement at the end of the first paragraph:

“Maintenance of temporary deviations shall also include repair and maintenance of damaged internal roads, as indicated by the engineer”

B 1517 Measurement and Payment

Item	unit
B15.01 Accommodating traffic and maintaining temporary deviations	kilometre (km)

Add the following:

“The unit of measurement and payment under item 15.01 shall apply mutatis mutandis to item B15.01.

The billed rates for item B15.01 shall however include full compensation for all flagmen as required and as shown or specified on the accommodation of traffic drawings in accordance with the requirements of the South African Road Traffic Signs Manual Volume 2, Chapter 13.

The billed rates shall include full compensation for the following requirements and no additional payment would be made for compliance and provision thereof:

- 1). the earthworks and maintenance required to maintain the deviations,
- 2). all the necessary traffic-control facilities including, but not limited to, flagmen, traffic signs and signals, delineators, barricades, communication devices
- 3). the watering, blading and repairs to the temporary deviations,
- 4). Supply and installation to temporary culverts, and
- 5). Any other aspects, material and activities required to establish and maintain the temporary deviations to the satisfaction of the Engineer”.

Item	unit
B15.02 Earthworks for temporary deviations	
(a) Shaping of temporary deviations	kilometre (km)
(b) Cut and borrow to fill	m ³

Item	unit
B15.05 Gravelling and repair of temporary deviations and existing shoulders used as temporary deviations	gravel

(a) Temporary deviations	m ³ (c)
Existing damaged internal roads	m ³

Item

unit

B15.07 Blading by road grader of:

(a) Temporary deviations	m ³
(d) Existing damaged internal roads	m ³

B7 SECTION 1600: OVERHAUL

B1602 DEFINITIONS

(a) Overhaul material

Add the following:

- (vii) Any material, irrespective of the type of material, which is removed from the excavation of channel trench and spoiled at designated spoil sites, or is re-used in other parts of the works or to approved stockpiles or from stockpiles to any part of the works.

(b) Overhaul

Add the following:

Overhaul shall not be payable on materials transported from commercial sources

B8 SECTION 1700: CLEARING AND GRUBBING

B1702 DESCRIPTION OF WORK

(a) Clearing

Add the following:

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

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

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

Add the following sub-clause

“(e) Removal of trees

Only trees identified and marked by the Engineer shall be removed”.

B9 SECTION 1800: DAY WORK

Add the following new section:

“B 1801 SCOPE

This section covers the listing of day work items for use in determining payment for work which cannot be quantified in specific pay item “units” in the Bill of Quantities or work ordered by the Engineer during the Construction period which was not foreseen at bid stage for which no applicable rate exists in the schedule or for work of a special or different character warranting special payment as decided by the Engineer. No surcharge is applicable to the rates bidden under section B1800 of the schedule of Quantities.

B1802 ORDERING OF DAYWORK

No daywork shall be undertaken unless specific written authorisation is obtained from the Engineer.

B1802 GENERAL

The Contractor shall submit records of the work performed in accordance with requirements of Clause 6.5 “Day Work” of the General Conditions of Contract to the Engineer.

B1803 MEASUREMENT AND PAYMENT

Item	unit
B18.01 Personnel	
(a) Unskilled labour	hour (h)
(b) Semi-skilled labour	hour (h)
(c) Skilled labour	hour (h)
(d) Ganger	hour (h)
(e) Foreman	hour (h)
B18.02 Equipment	
(a) TLB (CAT 416 or similar)	hour (h)
(b) Trucks (6m3)	hour (h)
(c) Water bowser (9000 litre)	hour (h)
(d) Rammers	hour (h)
(e) Road Grader (CAT 140G or similar)	hour (h)
B18.03 Materials	
(a) Procurement of materials	provisional (prov) sum
(b) Contractor's handling costs, profit and all other charges in respect of sub-item B1803(a)	percentage (%)
B18.04 Transport	
(a) LDV	kilometre (km)
(b) Flatbed truck	kilometre (km)

The unit of measurement for items B18.01 and B18.02 shall not be the hour for the item of equipment or personnel. Non-working hours for transport breakdown, lack of operator or any other reason shall not be measured. The time shall be taken from the time that the personnel and/or equipment depart until return.

Measurement shall only be for work instructed and directed by the Engineer, where the engineer considers no other appropriate rate is applicable in the Pricing Schedule. Prior to the commencement of any work by the

personnel described under item B18.01 the Contractor must obtain written consent from the engineer regarding their classification in terms of "unskilled", semi-skilled" and "skilled" personnel.

The tendered rates for labour under B18.01 shall include full compensation to cover overhead charges and profit, leave pay, bonuses, subsistence, allowances, Employer's contributions, additional payment for overtime where applicable, insurances, housing, site supervision, use of small hand tools and appliances, non mechanical plant and equipment and consumable stores, for all administrative, supervisory, operative and contingent costs, relating to the supply of personnel.

The tendered rates for plant for item B18.02 shall be an all-inclusive hire charge for the use of the vehicle and driver or plant/equipment and operator and shall apply only to vehicles plant and equipment nominated in writing by the engineer, for all administrative, supervisory, operative and contingent cost, and profit relating to the running of the plant.

The unit of measurement for sub-item B18.03(a) shall be the amounts actually paid for the procurement of materials to be purchased and shall be made in accordance with the provision of the general conditions of contract. Only the actual quantities of materials used, as verified by the engineer, shall be paid for.

The percentage tendered for sub-item B18.03(b) shall be the percentage of the amounts actually paid for the procurement of materials as ordered under sub-item B18.03(a) and shall be in full and final compensation in respect of the Contractor's handling costs, profit and all other charges in connection with the procurement and supply of the materials to the point of usage.

The unit of measurement for item B18.04 shall be the kilometre distance that the vehicle travelled for transporting personnel and/or plant. All travelling shall be approved by the Engineer.

The tendered rate for item B18.04 shall include full compensation for the cost of the vehicle including fuel, maintenance depreciation and running costs.

The above mentioned tendered rates shall be full compensation for the various items as specified and no further profit shall be paid.

B10 SECTION 2100: DRAINS

B2108 RIP & RECOMPACT IN-SITU

Add the following clause:

After excavation, any visible boulders shall be removed and the in-situ material ripped and re-compacted to 93% Mod AASHTO density.

B2109 FILL MATERIAL

Add the following clause:

Gravel for the filling-in of collapsed channel sides and over-excavated channel floor areas shall be that gathered from excavating the original natural ground. The fill gravel shall be sieved, moisture conditioned and compacted to 93% Mod AASHTO density. The compacted channel floor and sides shall contain material of which 95% of the aggregate size shall not exceed 50mm.

"The top 150mm of the fill shall have a CBR not less than 10 at 90% of modified AASHTO density while the lower 150mm layer shall have a CBR of not less than 7 at 90% modified AASHTO density".

"The maximum swell at 100% Mod ASSHTO density compaction shall not be more than 2%"

B2110 TRIMMING CHANNEL SIDES AND FLOOR

Add the following clause:

After compaction, the channel sides and floor shall be neatly trimmed, true to line and level. Maximum permissible tolerance in final levels shall be 10mm.

B2107 MEASUREMENT AND PAVEMENT

In the fifth line of the first paragraph after the words given in this section", insert the words "including the forming of all joints specified".

Item	unit
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B21.20 Rip and re-compact in-situ material

(a) Material in compacted layer thickness of 150mm and less:

(i) Compacted to 93% Mod AASHTO density	m ³
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B21.21 Win, place and compact selected excavated gravel to fill sections of collapsed side walls

(a) within free-haul distance of 0.5km	m ³
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B21.22 Trimming of channel sides and floor to receive stone pitching

m³

B11 SECTION 5500: FENCING

B5501 SCOPE

“This section also covers the supply and erection of barbed wire fencing around the borrow pit and diamond wire fencing along the storm water channel, as indicated on the drawings or as directed by the Engineer”.

B5502 MATERIALS

(c) Diamond Mesh

Replace the second paragraph with the following:

“The mesh size of the diamond fencing shall be 75mm x 75mm and the nominal diameter of the wire shall be 2.0mm. The wire shall be fully galvanised.”

B5514 MEASUREMENT AND PAYMENT

Item	unit
B55.02 Supply and erect new fencing material for new fences and supplementing material to existing fences which are being repaired or removed:	
(a) Zinc-coated barbed wire (2.0mm, single strand, galvanised wire)	km
(b) Zinc-coated smooth wire (3.15mm, single strand galvanised wire)	km
(c) Diamond mesh (75mm x 2.0mm thickness	m ²
B55.03 New gates (3.6m x 1.2m high)	No

B12 SECTION 5600: ROAD SIGNS

B5601 SCOPE

"This section also covers the supply and erection of permanent danger plates and culverts at the locations indicated on the drawings or as directed by the Engineer".

B5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS

(a) Road sign boards

Add the following:

"The Contractor shall make every effort to ensure that signboards are correct in every respect and before dispatching the boards from the manufacturer's factory shall provide the Engineer with a 10mm x 150mm colour photograph of each sign face for approval of the correctness of the legend. Such approval will not imply final acceptance of the board. If the Contractor is in any doubt as to the correctness of the sign detail, the sign designer shall be contacted for verification."

(a)(ii) Steel profile road sign boards

Add the following:

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

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

B5604 ROAD SIGN FACES AND PAINTING

Add the following new sub-clause;

(e) Application of retro-reflective material

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

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

B5605 STORAGE AND HANDLING

Add the following

"The following shall not be allowed on the sign face:

- Drilling of holes, except for the fastening of overlays

- Application of any form of adhesive
- Cleaning with any chemicals that are not specifically approved by the manufacturer of the retroreflective material.
- Covering the sign face with an impermeable material that does not allow free circulation of air”.

B5606 ERECTING ROAD SIGNS

(C) Erection

Add the following

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

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

B5608 DISMANTLING, STORING AND RE-ERECTING EXISTING ROAD SIGNS

Add the following;

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

Dismantling shall include sign panels and ground mounted sign supports. Ground mounted sign supports shall be cut off just below ground level. Material excavated for removal of buried poles shall be replaced, and any depression made good using excess material from excavation for new signs.

Pay items are provided in the Pricing Schedule. Payment will differentiate between different types of sign panels.”

B5609 MEASUREMENT AND PAYMENT

Item

unit

B56.01 Road sign boards with painted or coloured Semi-matt background. Symbols, lettering, and borders in semi-matt black or in Class I retro-reflective material, where the sign board is constructed from:

m²

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

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

Add the following payment items:

“Item	unit
B56.10 Danger plates at culverts/structures (600mm x 150mm)	(No)

The unit of measurement shall be the number of danger plates provided and erected in accordance with the drawings.

The tendered rate shall include full compensation for all labour and material, painting, posts, excavation, backfilling with soil etc., as may be necessary for completing the work in accordance with the details shown on the drawings”

B13 SECTION 6300: STEEL REINFORCEMENT FOR STRUCTURES

B6302 MATERIALS

(a) Steel Bars

Add the following after the first paragraph of sub-clause 6302 (a) of the specifications

The Engineer may from time to time require the testing of additional samples of reinforcing steel for compliance with the specifications, and in addition with requirements of Clause 22 of BS 4449/1978 in respect of the re-bend test.

B6306 PLACING AND FIXING

Delete the second and third paragraph and replace with the following:

“The concrete cover for all structural concrete shall be within the acceptance ranges shown in Table B6404/6. Prior to fixing the steel, samples of the proposed cover and spacer blocks shall be submitted to the engineer along with a written statement for in-situ manufacture, if applicable, for approval.

Overlap of steel reinforcement bars shall be such that the cover to the lapped bars remains constant at the specified cover.”

B6307 COVER AND SUPPORT

Concrete cover blocks shall be made using the same cement and aggregate type as the main concrete with the same water/cement ratio so that differences in shrinkage, thermal movements and strain are minimized.

PART C: PROVISION OF THE TEMPORARY WORKFORCE

C1 SCOPE

This Specification covers the provisions and requirements relating to the provision of the temporary workforce.

C2 INTERPRETATIONS

C2.1 Supporting documents

The Tender Rules, Conditions of Contract, Standard and Project Specifications, Drawings and statutory minimum requirements relating to the employment and remuneration of labour shall inter alia be read in conjunction with this Specification.

C2.2 Definitions and abbreviations

For the purposes of this specification, the definitions given in the Conditions of Contract, the Standard Specifications and the Project Specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

- (a) "Key Personnel" means all contracts managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators, artisans and the like, and all other personnel in the permanent employ of the Contractor or SubContractor who possess special skills and/or who play key roles in the Contractor's or SubContractor's operation
- (b) "Project Committee" means a committee consisting of the Employer, the Engineer, the Contractor, (or their nominated representatives) as well as representatives of the temporary workforce, which is convened from time to time at the discretion of the Engineer, for the purposes of acting as an avenue for effective communication and liaison between all the parties referred to, in all matters pertaining to the Contract
- (c) "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
- (d) "Worker" for the purposes of this Specification means any person, not being one of the Contractor's key personnel, nor any key personnel of any SubContractor, who is engaged by the Contractor, a SubContractor or the Employer to participate in the execution of any part of the Contract Works and shall include unskilled labour, semi-skilled and skilled labour, clerical workers and the like
- (e) "Workforce" means the aggregate body comprising all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all SubContractors

- (f) "Liaison Officer" means a representative from the temporary workforce, duly elected by them, to act on their behalf and through whom all matters pertaining to the temporary workforce can be channelised.

C2.3 Status

Where any provisions or requirements of this Specification are in conflict with anything elsewhere set out in the Contract, the provisions and requirements of this Specification shall take precedence and prevail.

C3 PERMITTED SOURCES OF TEMPORARY WORKERS

The Contractor shall as far as possible make optimum use of the human resources outside his own workforce and the workforces of all SubContractors. The temporary workforce that is to be used in the execution of the Works in terms of Part A may consist of the workers of various communities, and shall not be bound to one particular community.

C4 EMPLOYMENT RECORDS TO BE PROVIDED

- (a) The Contractor shall maintain accurate and comprehensive records of all workers engaged on the Contract and shall provide the Engineer at monthly intervals from the commencement of the Contract, with interim records substantiating the actual numbers of employment opportunities that shall have been generated to date and the amounts actually paid in respect thereof. Such interim records shall be in a format approved by the Engineer.
- (b) The Contractor shall, on completion of the Contract, and as a pre-requisite event to the release of any retention money in terms of the Conditions of Contract, provide the Engineer with copies of the Terms of Employment as well as independently audited documentary evidence of the total number of temporary and permanent employment opportunities actually generated during the Contract.

C5 VARIATIONS IN WORKER PRODUCTION RATES

Notwithstanding anything to the contrary as may be stated in or inferred from any other provision of this Contract, the Contractor shall not be entitled to any additional payment or compensation whatever, in respect of any differences as may result between the production rates actually achieved by workers in the course of the execution of the Contract Works and those production rates on which he has based his bid.

C6 TRAINING OF THE TEMPORARY WORKFORCE

- (a) Selected members of the workforce are to be provided with structured training in accordance with the provisions of Part D.
- (b) The Contractor shall make all necessary allowances in his programme of work to accommodate and facilitate the delivery of such structured training and shall comply fully with the requirements of Part D.
- (c) The provision of structured training as described in Part D 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 all training of the workforce, additional to that as provided for in Part D, as may be necessary to achieve the execution and completion of the works strictly in accordance with the provisions of the Contract.

C7 RECRUITMENT AND SELECTION PROCEDURES

- (a) The Contractor shall be fully responsible for the recruitment and selection of workers to constitute the temporary workforce.

- (b) 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 cognisance of the provisions of the Contract relating to training).
- (c) The Contractor shall, at his own cost, take all necessary actions to advertise within the communities comprising the personnel resources, the fact that temporary employment opportunities exist and the time and place where recruiting will occur.
- (d) The Contractor shall record in writing, the details of all persons applying for employment, including inter alia:
 - (i) Name, address, age and sex
 - (ii) Marital status and number of dependants
 - (iii) Qualifications and previous work experience (whether substantiated or not)
 - (iv) Period since last economically active
 - (v) Preference for type of work or task.
- (e) The Contractor shall make his selection of workers from amongst the applicants, taking due cognisance of his requirements for the workforce and the provisions of the contract in regard to the provision of training to the workforce and in accordance with the following principles:
 - (i) No potential temporary worker shall be precluded from being employed by the Contractor on the execution of the Works, by virtue of his lack of skill in any suitable operation forming part of the Works, unless –
 - (a) all available vacancies have been or can be filled by temporary workers who already possess suitable skills, or
 - (b) the Time for Completion 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.
 - (ii) Preference shall be given to the unemployed and single heads of households.
 - (iii) The Contractor shall, 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.
 - (iv) The selection process shall not be prejudicial to youth (over the age of fifteen years) and women.
- (f) After making his selection, the Contractor shall advise the Engineer thereof, in writing and the Engineer shall, without undue delay, ratify the Contractor's selection.
- (g) The provisions of this clause shall apply mutatis mutandis in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time during the Contract.
- (h) The Contractor shall, after selecting his temporary workforce, arrange at his own cost for the appointment of the Liaison Officer as representative of the workforce to act on their behalf with regards to all matters pertaining to the workforce."

C 08 TERMS AND CONDITIONS PERTAINING TO THE EMPLOYMENT OF THE TEMPORARY WORKFORCE

- (a) All temporary workers engaged in accordance with the provisions of Part A of the Project Specifications, shall be employed on the terms and conditions of employment as are consistent with those as set out in this Contract. The Contractor shall implement and adhere strictly to such terms and conditions relating to the employment of the temporary workforce, and subject only to the provisions of this Contract, shall not employ any temporary worker on terms and conditions which are less favourable to the worker or inconsistent with the standards and norms generally applicable to temporary workers in the Civil Engineering Industry and applicable to the particular area.

- (b) The Contractor shall pay to all temporary workers engaged in terms of Part A of the Project Specifications, not less than the minimum rate of remuneration

C 09 LABOUR RELATIONS AND WORKER GRIEVANCE PROCEDURES

- (a) The Contractor, as the Employer of the workforce, shall be fully responsible for the establishment and maintenance at his own cost, of satisfactory labour relations on site and the resolution of all grievances of temporary workers as may occur.
- (b) 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.
- (c) In the event of any temporary worker engaged by the Contractor in terms of the Contract, being aggrieved with regard to his Terms of Employment, working conditions and training, he shall have the right, at his discretion, to be supported in any inquiry or disciplinary hearing or investigation instituted by the Contractor in terms of Sub-clause C09.02 above, by one member of the temporary workforce and one member of the Project Committee, which persons shall be nominated by the worker.
- (d) In the event of any grievance not being satisfactorily resolved through the application of normal dispute resolution procedures in accordance with Sub Clauses C 09.02 and C 09.03, then either the Contractor or the worker concerned may require that the matter be referred to the Project Committee for further consideration, with a view to facilitate the resolution thereof.

C10 THE SUBCONTRACTORS' WORKFORCES

- (a) The provisions of this Part C shall apply mutatis mutandis to the workforces employed by all SubContractors engaged by the Contractor and the Contractor shall be fully responsible for ensuring, at his own cost, that the terms of every subcontract agreement entered into are such as to facilitate the application of these provisions in respect of the workforces of all SubContractors.
- (b) The Contractor shall at his own cost and to the extent necessary, assist and monitor all SubContractors in the application of the provisions of this Specification, and shall, in terms of the Conditions of Contract, remain fully liable in respect of the acts, omissions and neglects of all SubContractors, in respect of the application of the provisions of this Specification.

C 11 COMMUNITY LIAISON OFFICER (CLO)

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

(a) Duties of the Community Liaison Officer

The Community Liaison Officer's duties will be:

- (i) To be available on site daily between the hours of 7:00 and 18:00 and at other times as the need arises. His normal working day will extend from 8:00 in the morning until 17:00 in the afternoon.
- (ii) To determine, in consultation with the Contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- (iii) To communicate daily with the Contractor and the engineer to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.
- (iv) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a

“labour desk”.

- (v) To attend all meetings in which the community and/or labour are present or are required to be represented.
- (vi) To assist in the identification, and screening of labourers from the community in accordance with the Contractor's requirements.
- (vii) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
- (viii) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- (ix) To keep a daily written record of his interviews and community liaison.
- (x) To attend monthly site meetings to report on labour and RDP matters.
- (xi) All such other duties as agreed upon between all parties concerned.
- (xii) To submit monthly returns regarding community liaison in a format prescribed by the engineer.

(b) Payment for the Community Liaison Officer

A special pay item is incorporated in Section 1200 of the bill of quantities relating to payment of the liaison officer on a prime cost sum basis. This payment shall only be made for the period for which the duties of the liaison officer are required and not necessarily for the full duration of the contract. The remuneration of the CLO shall be determined jointly by the Contractor, Engineer and Employer.

(C) Period of employment of the Community Liaison Officer

The period of employment of the community liaison officer shall be as decided upon jointly by the Contractor, engineer and employer.

C 12 MEASUREMENT AND PAYMENT

The Contractor will not be separately reimbursed or compensated in respect of the provision of the workforce and creation of temporary employment opportunities and all the Contractor's costs associated with compliance with the provisions of this part of the Project Specifications shall, except to the extent provided for as relevant, be deemed to be included in the rates tendered for in Section 1300 of the Bill of Quantities.

Item	Unit
B12.04 Community Liaison	
(a) Community Liaison Officer(s)	Prime cost (PC) sum
(b) Contractor's charge to allow for handling costs and profit in respect of sub-item B12.04(a)	percentage (%)

Payment under the Prime cost (PC) sum provided in sub-item B12.04 (a) and (b) to cover the employment and remuneration of the Community Liaison Officer, shall be effected in accordance with the provisions of Clause 6.6.2 of the General Conditions of Contract.

The bidden percentage in sub-item B12.04(b) is the percentage of the amount actually spent under sub-item B12.04(a) that will be paid to the Contractor in full compensation for the Contractor's handling costs and profit in respect of the employment and remuneration of the Liaison Officer.

PART D: MANAGEMENT OF THE WORKS

D1 GENERIC SPECIFICATIONS

The COLTO Standardized Specifications are applicable

D2 HEALTH AND SAFETY

D2.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

(a) Construction Regulations 2014

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 40883 and Regulation Gazette No 7721 of 02 June 2017. (A copy of the Construction Regulations is included as an Annexure in this Volume). Non-compliance with Construction regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this contract are detailed in Project Specifications, Bill of Quantities and Drawings, as well as in the Employers Health and Safety specifications (regulation 4(1) of the Construction Regulations 2014, will be issued separately by the Employer.

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

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

(b) Covid 19 Regulations

The Contractor is required to comply with the Covid 19 Regulations and Protocols. As per Department of Employment and Labour COVID 19 Workplace Preparedness, published on the 15th of March 2020, OHS Directives published on the 28th of April 2020, the Employer has to ensure that the workplace is safe as per requirements of the OHS Act Section 8 and 14. The Minister of Co-operative Governance and Traditional Affairs gave notice on 15 March 2020, in terms of Section 23(1)(b) of the Disaster Management Act, 2002 (Act No. 57 of 2002) (the Act) which classified the COVID-19 pandemic as a national disaster. Contractor is required to exercise the necessary protocols in order to protect himself and his employees from infection.

D2.2 PROTECTION OF THE PUBLIC

The safety of the public remains priority at all times.

D2.3 BARRICADES AND LIGHTING

(a) Notices, signs, barricades and advertisement

All notices, signs, barricades and advertisements, may be used only if approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in the tendered rates

The Engineer shall have the right to instruct the Contractor to move any sign, notice or advertisement to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

C3.2 TENDER DRAWINGS

The drawings for tender purposes will be forwarded to the tenderer per request.

Part C4 **Site Information**
C4.1 **LOCALITY PLAN**

