



Nkomazi Local Municipality

TENDER NO: NKO 34/2023

**CONSTRUCTION OF 270 VIP TOILETS IN VARIOUS NEW VILLAGES
(SCHULZENDAL, BLOCK B, SKHWAHLANE, MIDDLEPLAAS) IN
NKOMAZI LOCAL MUNICIPALITY (PHASE 5)**

Issued by:	Prepared by:
NKOMAZI LOCAL MUNICIPALITY Private Bag X101 Malelane 1320 Telephone: 013 790 1189 Fax: 013 790 1476	BM Consulting Engineers 20 Andries Pretorius Street Sonheuwel Central Mbombela, 1200 Telephone: 013 101 3018

TENDERER:.....

CIDB REGISTRATION NUMBER.....

TOTAL OF PRICE INCLUSIVE OF VALUE ADDED TAX: R:.....

AMOUNT IN WORDS:.....

CONTACT NO:.....

EMAIL ADDRESS:.....

CLOSING DATE:	05 JULY 2023	TIME:	12H00
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9 Park Street - Malalane
Private Bag X101
Malalane,
1320

Tel: (013) 790 0245

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Customer Care No. (013) 790 0990

www.nkomazi.gov.za

BID NO: NKO 34/2023 ADVERT FOR THE CONSTRUCTION OF 270 VIP TOILETS IN VARIOUS NEW VILLAGES (SCHULZENDAL, BLOCK B, SKHWAHLANE, MIDDLEPLAAS) IN NKOMAZI LOCAL MUNICIPALITY (PHASE 5).

The Nkomazi Municipality invites interested parties who are registered as CIDB Grading 4CE or Higher to tender / bid for the construction of 270 VIP toilets in various new villages (Schulzendal, Block B, Skhwahlane, Middleplaas) in Nkomazi Local Municipality (Phase 5). Tender documentation with complete details is available upon the payment of a non-refundable amount of **R1 425.73** on each tender document or can be downloaded for free on the e-Tender portal. Tender document(s) will be available as from **12/06/2023** and to be obtained at Nkomazi Local Municipality: Budget and Treasury (Old Malalane Taxi Rank) Impala Street from the Cashiers Desk from **07h45 to 15h30** (Monday-Friday).

An optional or non-compulsory tenderer briefing session will be held on **10h00 20/06/2023** at the Municipal Town Hall Malalane (Kobwa Hall) at Fish Eagle. It is advisable that Service Providers do attend the briefing session though it is not compulsory, but for explanation and clarity purposes service providers are encouraged to attend. It is also important to note that those who will not make it to the briefing would not be penalized, beside they will be allowed to contact the office for clarity.

Bidders are advised not to commit fraudulent activities or forge document. All abusers of the SCM system, including or faking of returnable documents, may be reported to SAPS and restricted from doing business with any public institution for a period not exceeding 10 years in line with section 28 and 29 of the prevention and combating of corrupt activities Act 12 of 2004

A preferential system shall apply whereby this contract will be allocated to a bidder in accordance with the Preferential Procurement Policy Framework Act, no 5 of 2000 and as defined in the bid document, read in conjunction with the Preferential Procurement Regulation, 2022 where 80 points will be allocated in respect of price and 20 points in respect of targeted goals.

Completed bid documentation must be deposited on/before **12h00 on 05/07/2023** in the Tender Box situated at the main entrance of the municipality (Civic Centre), 9 Park Street Malalane.

Tenders/Bids must be submitted in a sealed envelope or container on which the tender/bid number and addressee is clearly marked. No bids transmitted by fax or e-mail will be accepted. It must be noted that the municipality is not bound to accept the lowest on any other tender. Tender/bid documentation which is incomplete or filled incorrectly, not filled in on the official bid documentation or which is received after the close of the bids, will be ignored. It must also be noted that tender submitted in a wrong tender box will not be considered.

For Supply Chain enquiries contact Mr. R. Mabuza at 013 790 0386, and for technical enquiries contact Ms G Thwala at 013 790 0245, between 07H15 – 16H00 on working weekdays.

XT MABILA
MUNICIPAL MANAGER

08.06.2023

Date

IMPORTANT INFORMATION**PLEASE READ CAREFULLY BEFORE COMPLETING THE DOCUMENT**

1. Notice to all tenderers.
2. Standards applied in this document

1. NOTICE TO ALL TENDERERS

This is an original document.

General:

- Bids must be in South African Rand, fixed price basis **including VAT**;
- The Nkomazi Local Municipality reserves the right to call interviews with short-listed bidders before final selection;
- The Nkomazi Local Municipality reserves the right to negotiate the price with the preferred bidder in terms of Clause F.1.6.2;
- Bidders must provide details of a physical address and contact numbers to enable the Nkomazi Local Municipality to assess the ability of the bidder to deliver on the submission made;
- A bidder must submit a comprehensive tender and cannot tender for portions of the scope;
- The Nkomazi Local Municipality is not compelled to accept the lowest price offer or any other tender.

Bid Instructions:

1. The tender document(s) have been drafted to ensure that essential information is furnished upon completing the document(s) correctly. Where there is insufficient space, or additional particulars are required to be furnished, such must be provided on a separate annexure, clearly indicated.
2. Tender document(s) may not be retyped or redrafted. Also, no photocopies of the original document(s) may be used.
3. Tender document(s) may be completed by mechanical devices such as typewriters; alternatively, black ink must be used to fill in the document(s).
4. Tenderer must ensure that no pages are missing from the bid document(s) and that the pages of the bid are numbered consecutively. Nkomazi Local Municipality shall not be held liable with regard to claims arising from the fact that pages are missing or duplicated.
5. Firm tender prices (rates) and delivery periods are preferred, and tenders must clearly state whether prices and delivery periods will remain firm for the duration of the contract or not.
6. Tenderer must be strictly to specification. In cases where items are not to specification, deviations must be clearly indicated. It must also be noted that the supplier/tenderer may quote for other items other than the one indicated on the schedule of quantity on a separate sheet, but it would not form part of the items to be evaluated for.

7. Tender prices must be quoted in South African currency and in the specified units unless the contrary is clearly indicated.
8. All the documents herewith form part of the bid and failure to comply with any part thereof may invalidate a bid.
9. Nkomazi Local Municipality may issue Briefing Notes during the briefing session which may contain amendments or information that may assist bidders in articulating their bids.
10. Nkomazi Local Municipality require as a condition of the bid that the compulsory explanatory meeting be attended by prospective bidders. This requirement will be clearly stated in the tender advertisement as well as in the documentation.
11. Nkomazi Local Municipality requires the furnishing of a non-refundable bid deposit together with the drawing of bid documentation (if applicable). Where such a non-refundable bid deposit is requested in the bid documentation, no bid will be accepted unless such a deposit (or cash) is submitted in the form of a bank cheque payable to Nkomazi Local Municipality before submission of the bid.
12. Tenders must be submitted to the addressee before the closing time. Bids submitted after the closing time shall be considered late, and will not be admitted for consideration.
13. The contractor/Service provider shall not abandon, transfer, assign or sublet a contract or part thereof without the prior written consent of the council.
14. It is an irrefutable condition of this contract that the successful tenderer will have to negotiate and conclude a service-level agreement with the council.

The following conditions must be complied with:

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

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

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

- Attach a Copy of the SARS Tax Pin or tax clearance certificate
- Copy of Central Supplier Database Registration Report
- Certified copy of Company Registration (CK)
- Certified copy of ID's for all the company directors, rates and taxes
- "Acceptable bid" means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as defined in this bid document, read in conjunction with the Preferential Procurement Regulation, 2022 where 80 points will be allocated in respect of price and 20 points in respect of targeted goals.
- JV agreements must be completely signed by both companies
- All declarations and authorizations must be duly signed.
- All returnable schedules must be completed
- Certified copy of proof of payment for Municipal rates and taxes or letter from the municipality indicating that your business is situated in an area where it does not bill. If the rates and taxes account is not in the name of the company, the attached municipal rates and taxes statement must be submitted together with an original affidavit from the property owner whose name is reflected on the municipal rates and taxes statement to confirm that the company operates from their property.
- Copy of Authority for signatory (Must be on the company letterhead)
- Certified Copy of CIDB grading
- Complete the form of Offer
- Complete the all the MBD Forms

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

2. STANDARDS APPLICABLE TO THIS DOCUMENT

Available from the S.A. Federation of Civil Engineering Contractors, the S.A. Institution of Civil Engineering and the S.A. Bureau of Standards, as applicable:

- | | | |
|----|------------------------------|--|
| 1. | CIDB | <i>CIDB Standard for Uniformity in Construction Procurement, 10 July 2015, as amended.</i> |
| 2. | SANS 10845-1 | <i>Processes, methods and procedures.</i> |
| 3. | SANS 10845-2 | <i>Formatting and compilation of procurement documentation.</i> |
| 4. | SANS 10845-3 | <i>Standard conditions of the tender.</i> |
| 5. | GCC | <i>General Conditions of Contract for Construction Works, Third Edition (2015) issued by the South African Institution of Civil Engineering.</i> |
| 6. | COLTO | Standard Specifications for Road and Bridge Works for State Road Authorities (1998) |
| 7. | This Document, as presented. | |

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**PART A:
INVITATION TO BID**

MBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NKOMAZI LOCAL MUNICIPALITY)					
BID NUMBER:	NKO: 34/2023	CLOSING DATE:	05/07/2023	CLOSING TIME:	12H00
DESCRIPTION	CONSTRUCTION OF 270 VIP TOILETS IN VARIOUS NEW VILLAGES (SCHULZENDAL, BLOCK B, SKHWAHLANE, MIDDLEPLAAS) IN NKOMAZI LOCAL MUNICIPALITY (PHASE 5)				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

MALELANE CIVIC CENTRE					
9 PARK STREET MALELANE					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ No
PREFERENCE POINTS IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 WILL APPLY					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR GOODS/ SERVICES/ WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN-BASED SUPPLIER FOR THE GOODS/ SERVICES/ WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SUPPLY CHAIN UNIT		CONTACT PERSON	Mr M Sibuyi	
CONTACT PERSON	Richard Mabuza		TELEPHONE NUMBER	013 790 00245	
TELEPHONE NUMBER	013 7900386		FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS	gift.mbatsane@nkomazi.gov.za	
E-MAIL ADDRESS	Richard.Mabuza@nkomazi.gov.za				

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) 2015 AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF THE CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF THE STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA .	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

T1.2 TENDER DATA

The conditions of tender are the standard conditions of tender as contained in SANS 10845-3 Construction procurement, Part 3: Standard conditions of tender, that apply specifically to this tender.

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

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

Each item of data given below is cross-referenced to the clause in the standard conditions of tender to which it mainly applies.

Clause	Data
	The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of CIDB standard uniformity in construction procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers in this tender in section T1.3 of the tender data. The Standard Conditions of Tender for Procurement makes several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender for procurement other than disposals. Each item of data given below is cross-referenced to the relevant clause in the above-mentioned Standard Conditions of Tender.
3.1	The employer is Nkomazi Local Municipality
3.2	The tender documents issued by the employer comprise the following documents: THE TENDER Part T1: Tendering procedures T1.1 - Tender notice and the invitation to tender T1.2 - Tender data Part T2: Returnable documents T2.1 - List of returnable documents T2.2 - Returnable schedules THE CONTRACT Part C1: Agreements and Contract Data C1.1 - Form of offer and acceptance C1.2 - Form of Acceptance C1.3 - Schedule of Deviations C1.4 - Contract Data C1.5 - Performance Guarantee

	C1.6 - Agreement in terms of the Occupational Health and Safety Act C1.7 - Certificate of Authority for Signatory in Terms of OHS Act, 1993 Part C2: Pricing data C2.1 - Pricing assumptions C2.2 - Bill of Quantities Part C3: Scope of work C3.1 - Description of Works C3.2 - Engineering C3.3 - Procurement C3.4 - Construction C3.5 - Management C3.6 - Health and Safety Part C4: Site information C4.1 - Site information
3.4	The employer's agent is: Name: BM Consulting Engineers Address: 20 Andries Pretorius Street Sonheuwel Central, 1201 Tel: (013) 101 3018 Email: admin@bmcengineers.co.za
3.4	The language for communications is English.
3.6	The competitive negotiation procedure shall not be applied.
4.1	Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated: a) CIDB registration Only those tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 4CE or higher class of construction work, are eligible to have their tenders evaluated.

Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, are not eligible to have their tenders evaluated.

For the sake of clarity and subject to satisfactory proof of a tenderer's ability to perform the work specified at the tendered value, the Employer lists in the table below the margins it considers reasonable. However, in the event that the sum tendered exceeds the margins shown then such tender shall be deemed non-responsive.

Category of tender	Upper limits per CIDB Table 8 Regulation 17
CE 3	R3.0m
CE 4	R6.0m
CE 5	R10.0m
CE 6	R40.0m

Joint Ventures are eligible to submit bids provided that:

- (1) every member of the joint venture is registered with the CIDB;
- (2) the lead partner has a contractor grading designation in the **4CE or higher** of construction work; and
- (3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **4CE or higher** of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

b) Key Personnel

In order to be considered for an appointment in terms of this tender, the tenderer must have in its permanent employment key personnel who will be the single point of accountability and responsibility for the management of the construction works. Alternatively, a signed undertaking from an organization having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-contractor agreement, will be acceptable. Such undertaking must be attached to **Forms P** of the Returnable Schedules.

Individuals must be identified for each of the key personnel listed under **Forms P**. Where

	thekey personnel are no longer available to undertake the necessary work after the award ofthe tender, the contractor shall within a period of 14 working days replace the key personnellisted in Forms P with personnel with equivalent competencies and subject to approval bythe Employer. Such approval shall not be unreasonably withheld. The key person shall be a suitably qualified and experienced contracts manager who will be the single point of accountability and responsibility for the management of the constructionworks, and who is registered with SACPCMP as Pr.CM or ECSA as Pr.Eng or Pr.Tech.Eng shall be required as a minimum. Where the Contracts Manager will not be employed on the Works full time, his powers willbe delegated to the approved construction manager. Failure to comply with the requirements or to complete Form P may render the tender non-responsive. c) National Treasury Central Supplier Database Tenderers who are not registered on the National Treasury Central Supplier Database at the close of the tender shall submit a copy of their application of registration, with their tender submission. Tenders received from such tenderers who have not submitted proof of their registration within 21 days after the closing date for tender submissions, will not be considered.
4.6	Bidders are encouraged to revisit the Municipal Website regularly prior to the closing date particularly on this project folder to ensure that all addenda/erratum that may be issued are adhered to. Failure to apply instructions contained in the addenda may render a tenderer's offer non-responsive interms of Condition of Tender 5.8.
4.7	A non-compulsory tenderer briefing session will be held at 10H00 on the 20th of June 2023 at the Municipal Town Hall Malalane (Kobwa Hall) at Fish Eagle. It is advisable that Service Providers do attend this briefing session though it is not compulsory, but for explanation and clarity purposes service providers are encouraged to attend. It is also important to note that those who will not make it to the briefing will not be penalized, beside they will be allowed to contact the office for clarity.
4.8	Request clarifications at least 7 working days before the closing time.
4.10	Tenderers are required to state the rates and currencies in Rand.

4.12	Alternative tenders will not accepted
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original, no copies required. The signed print-out shall be taken as the valid submission.
	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:
4.13	Location of tender box: Nkomazi Local Municipality
4.15	Physical address: 09 Park Street Malelane
	Identification details: Tender No: NKO 34/2023 CONSTRUCTION OF 270 VIP TOILETS IN VARIOUS NEW VILLAGES (SCHUIZENDAL, BLOCK B, SKHWAHLANE, MIDDLEPLAAS) IN NKOMAZI LOCAL MUNICIPALITY Tenders can be submitted 24 hours a day on or before the closing date and time as stipulated on the tender invitation. It is in the tenderer's interest to ensure that the delivery of the tender offer is recorded in the Employer's tenders received register.
4.13.4	The tenderer is required to submit all certificates as listed in the Schedule of Tender Compliance (Form Q).
4.13.5	Place and seal the printed and completed tender document in an envelope clearly marked "TENDER" and bearing the Employer's name, the contract number and description, the tenderer's authorized representative's name, the tenderer's postal address and contact telephone numbers.
4.13.5	A two-envelope procedure will not be followed.
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers shall NOT be accepted.
4.15	The closing time for submission of tender offer is as stated in the Tender Notice and Invitation to Tender.
4.16.1	The tender offer validity period is 90 days.
4.16.2	Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer: a) withdraws his tender; b) gives notice of his inability to execute the contract in terms of his tender; or c) fails to comply with a request made in terms of 4.17, 4.18 or 5.9, such tenderer shall be barred from tendering on any of the Employer's future tenders for a period to be determined by the Employer, but not less than six (6) months, from the date

	of tender closure. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.
4.18	Any additional information requested under this clause must be provided within 5 (five) working days of date of request.
5.1	The employer shall respond to clarifications received up to 7 working days before tender closing time.
5.2	The employer shall issue addenda until 5 working days before tender closing time.
5.4	The time and location for opening of the tender offers are: Time: 12:00 on 05/07/2023. Location: 09 Park Street, The Nkomazi Local Municipality offices Malelane, 1320
5.7	In the event of disqualification, the Employer may, at its sole discretion, impose a specified period during which tender offers will not be accepted from the offending tenderer and report same to CIDB and National Treasury.
5.9	Arithmetical errors, omissions, discrepancies and imbalanced unit rates 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 appearing in the summary to the Pricing Schedule shall govern. Check responsive tender offers 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. d) imbalanced unit rates. Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers. Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected 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 unit rate shall govern and the line item total shall be corrected. Where there is an obviously gross misplacement

	of the decimal point in the unitrate, the line item total as quoted and the unit rate shall be corrected. b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected. (a) Where the unit rates are imbalanced adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under (a) and (b) above. Where there is an omission of a line item, no correction is possible and the offer maybe declared non-responsive. Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under 4.16.2. The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. Therates submitted for these items will be taken into account in the evaluation of tenders.
5.11.1	The procedure for the evaluation of responsive tenders points will be allocated in respect of price and pointsin respect of targeted goals.
5.12	All requests shall be in writing.
Special Clause	More than one service provider can be appointed and work to be allocated per zone

PART T2: RETURNABLE DOCUMENTS

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T2.1 LIST OF RETURNABLE DOCUMENTS.....17

PART T2: RETURNABLE DOCUMENTS

1. Failure to fully complete the compulsory returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. **If subsequently any information is found to be incorrect such discovery shall be taken as willful misrepresentation by that tenderer to induce the contract.** In such an event, the Employer has the discretionary right under contract condition 9.2 to terminate the contract.

The Tenderer must complete the following returnable Schedules:

Returnable Schedules are required for Tender evaluation purposes

COMPULSORY TENDER DOCUMENTS	
FORM A	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING
FORM B	RECORD OF ADDENDA TO TENDER DOCUMENTS
FORM C	PROPOSED AMENDMENTS, QUALIFICATIONS, AND ALTERNATIVES
FORM D	Fully completed MBD forms: MBD 2, MBD 3.1, MBD 3.2, MBD 4, MBD 5, MBD 6.1, MBD 7.1, MBD 7.2, MBD 8, MBD 9
FORM E	MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS
FORM F	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE
FORM G	DECLARATION OF TENDERER'S LITIGATION HISTORY
FORM H	AUTHORITY OF SIGNATORY
FORM I	SCHEDULE OF SPECIALIST SUBCONTRACTORS
FORM J	PROOF OF GOOD STANDING WITH THE COMPENSATION COMMISSIONER
FORM K	SCHEDULE OF CURRENT COMMITMENTS
FORM L	REGISTRATION WITH CIDB
RETURNABLE FOR QUALITY CRITERIA	
FORM M	COMPANY EXPERIENCE IN RELATION TO THE SCOPE OF WORKS
FORM N	PLANT & EQUIPMENT
FORM O	FINANCIAL RESOURCES

	DOCUMENTATION OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE
FORM P	MANAGERIAL CAPACITY, EXPERIENCE, AND QUALIFICATIONS
CERTIFICATE FOR TENDER COMPLIANCE	
FORM Q	SCHEDULE OF TENDER COMPLIANCE

COMPULSORY TENDER DOCUMENTS

FORM A: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

Notes to Tenderer:

- 1. Unless the attendee’s name, details and signature also appear on the attendance register this Certificate of Attendance shall not be accepted and the tenderer’s offer shall be deemed non-responsive.

This is to certify that I,
representative of (tenderer)
of (address)
.....
.....
telephone number
fax number
e-mail
attended the clarification meeting on (date)

Signature of Representative

FORM B: 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
▪		
▪		
▪		
▪		
▪		
▪		
▪		
▪		
▪		
▪		

Attach additional pages if more space is required.

Signed
.....

Date
.....

Name
.....

Position
.....

FORM C: PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

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 cover letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

(a) AMENDMENTS

Page, Clause or Item No	Proposed Amendment

Note: (1) Amendments to the General and Special Conditions of Contract are not acceptable;
 (2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a cover letter attached to his tender.

(b) ALTERNATIVES

Proposed Alternative	Description of Alternative

Note: (1) Individual alternative items that do not justify an alternative tender and an alternative offer for time for completion should be listed here
 (2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc. and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender
 (3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.

Signed

Date

Name

Position

FORM D: MUNICIPAL BIDDING DOCUMENTS**MBD 2****TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

1. In order to meet these requirements bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders/individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The Tax Clearance Certificate must be submitted together with the bid. Failure to submit the Tax Clearance Certificate will result in the invalidation of the bid.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

MBD 3.1

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid Number.....
Closing Time	Closing Date

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

—			
ITEM NO. INCLUDED)	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES
-	Required by:	.....	
-	At:	.....	
			
-	Brand and Model	.....	
-	Country of Origin	.....	
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	.....	
-	Period required for delivery	.....	
			*Delivery: Firm/Not firm
-	Delivery basis	.....	

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

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

*Delete if not applicable

MBD 3.2

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder..... number.....	Bid
Closing Time	Closing Date

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- | | | |
|---|---|----------------|
| - | Required by: | ..... |
| - | At: | ..... |
| - | Brand and model | ..... |
| - | Country of origin | ..... |
| - | Does the offer comply with the specification(s)?
*YES/NO | |
| - | If not to specification, indicate deviation(s) | ..... |
| - | Period required for delivery | ..... |
| - | Delivery: | *Firm/Not firm |

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

*Delete if not applicable

MBD 3.2

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
 (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
 D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
 R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
 R1o, R2o = Index figure at time of bidding.
 VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

MBD 3.2

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to the rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

MBD 4

DECLARATION OF INTEREST

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

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell No:	
Fax:	
Physical Address:	
Postal Address:	

Section 2: Particulars of companies and close corporations:

Company/ Close Corporation registration number	
---	--

Section 3: SARS Information

Tax reference number:	
VAT registration number:	(State Not Registered if not registered for VAT)

Section 4: CIDB registration number

CIDB Registration number <i>(if applicable)</i>	
--	--

Section 5: National Treasury Central Suppliers Database

Supplier number:	
Unique registration reference number:	

Section 6: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference
-------------------------------	------------------------	-------------------------------

		number

*Attach a separate page if necessary

Section 7: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- a) a member of any municipal council ☐ an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999)
- b) a member of any provincial legislature ☐
- c) a member of the National Assembly or the National Council of Province ☐ a member of an accounting authority of any national or provincial public entity
1. a member of the board of directors of any municipal entity ☐ an employee of Parliament or a provincial legislature
2. an official of any municipality or municipal entity ☐

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

Name of principal	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 8: Record if family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption. Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

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

Name of family member	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 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

- ☐ Yes ☐ No (Tick appropriate box)
- If yes, provide particulars (insert separate page if necessary)

Section 10: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;

viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed

Date

Name

Position

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

BIDDER INFORMATION

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

Full time.....

Part time:
.....

Did your firm exist under a previous name?

☐ Yes ☐ No

If yes, what was its previous name?

.....

Who were the owners/partners/directors?

.....

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

citizenship and shareholding:

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

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

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

	Description	Number
1		
2		
3		
4		
5		
6		

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

.....

23. List the four largest contracts/assignments completed or in the process of being completed by your enterprise in years. (N.B.: Provide additional information on a separate paper if necessary)

Schedule of previous work carried out by Bidder

Scope of work/Nature of work carried out previously	Contracted by whom/Employer name, tel & fax	Contract fee amount/value of work	Year of Completion

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

Signature

Duly authorised to sign on behalf of

.....
COMMISSIONER OF OATH

.....
DATE

ATTACH THE FOLLOWING DOCUMENTS TO THIS PAGE

- **For Closed Corporations**

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

OR

- **For Companies**

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

OR

- **For Joint Venture Agreements**

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

OR

- **For Partnership**

1. Certified Copies of the ID's of the partners

OR

- **One-person Business / Sole trader**

2. Certified Copy of ID

MBD 5

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

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

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

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years. *YES / NO

.....
.....

2. Do you have any outstanding undisputed commitments for? municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

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

2.2 If yes, provide particulars.

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

* Delete if not applicable

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

3.1 If yes, furnish particulars

.....
.....

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

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the **80/20** preference point system.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for the price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for the price of tender under consideration

P_t = Price of the tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulations 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement

Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender, the tenderer will be allocated points based on the goals stated in Table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

Item no.	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1.	100% Black owned enterprises within the definition of the HDI	5	
2.	At least 30% of women-owned enterprises	2.5	
3.	At least 30% youth owned enterprises	2.5	
4.	At least 30% of enterprises people living with disabilities	2.5	
5.	Enterprises regarded as EMEs located within the District Municipality	2.5	
6.	B-BBEE level 1 contribution (SANAS verified B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued a certificate confirming annual turnover and level of Black Ownership)	5	

Nkomazi Local Municipality will utilize the CSD report for the above-mentioned information

Corporate Social Investment (CSI)

NB: The minimum total value of the CSI should not be less than 2% of the total project value excluding vat and contingencies. The CSI project should be delivered concurrently with the project.

The final product should be delivered prior to the issuing of the completion certificate. The nature of the CSI project must benefit the community at large. (1 page, Arial font size 12) Prospective bidders will be expected to provide the Municipality with a written explanation of how to implement the Corporate Service Investment in that particular ward, community or region.

The investment must benefit the community at large. In order to claim points, a detailed one-page report must be included in the list of returnable documents. The corporate social investment initiatives must be implemented by the company/successful bidder. The final details of the CSI project will be finalized prior to the signing of the contract in consultations with relevant stakeholders.

1. DECLARATION WITH REGARD TO COMPANY/FIRM

1.1 Name of company/firm:.....

1.2 VAT registration number:.....

1.3 Company registration number:.....

1.4 TYPE OF COMPANY/ FIRM☐ Partnership/Joint Venture / Consortium☐ One person business/sole propriety☐ Close corporation☐ Company☐ (Pty) Limited

[TICK APPLICABLE BOX]

1.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

1.6 COMPANY CLASSIFICATION☐ Manufacturer☐ Supplier☐ Professional service provider☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

1.8 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 contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I/we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of the contributor has been claimed or obtained on a fraudulent basis or any of the conditions of the 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;

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

- (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

DATE:

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as.....
accept your bid under reference numberdated.....for the supply
of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the
terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice
accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP



WITNESSES	
1.	.....
2.	.....
DATE:	

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

- (iv) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
- (v) General Conditions of Contract; and
- (vi) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)
CAPACITY
SIGNATURE
NAME OF FIRM
DATE

WITNESSES	
1	.....
2	.....
DATE:	

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP



WITNESSES

1

2

DATE:

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions 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 institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court 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 during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding 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.

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.

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf

of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

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.

FORM E: MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS

(SIPDM)

The following particulars must be furnished in relation to tenders for municipalities and municipal entities where:

- a) consultancy services are required; and
- b) goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT.

In the case of a joint venture, separate municipal declarations and returnable documents shall be submitted in respect of each partner.

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Declaration for consultancy services:

The enterprise has been awarded the following consultancy services by an organ of state during the last five years.

Name of organ of state	Estimated number of contracts	Nature of service, e.g, quantity surveying	Service similar to required service (yes / no) ?

Attach separate page as necessary

Section 3: Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT

I / we certify that

1) (tick one of the boxes):

- ☐ the enterprise **is not** required by law to prepare annual financial statements for auditing
- ☐ the enterprise **is** required by law to have audited annual financial statements and attached the audited financial statements for the past three financial years, or since the establishment as the enterprise was established within the past three years.

2) the enterprise and its directors has / have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days (*ie: all municipal accounts are paid up to date*);

3) source of goods and / or services :

(tick one of the boxes and insert percentages if applicable):

- ☐ goods and / or services are sourced only from within the Republic of South Africa
- ☐ % of the total cost of goods and / or services will be sourced from outside the Republic of South Africa and the percentage of payment from the municipality or municipal entity which is expected to be transferred out of the Republic is %

I furthermore confirm that the following contracts were awarded to the enterprise by an organ of state during the last five years and attached particulars of any material non-compliance or dispute concerning the execution of such contracts:

Name of organ of state	Estimated number of contracts	Nature of contracts

*Attach separate page as necessary

I, the undersigned who warrants that I am duly authorised on behalf of the tendering entity, hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct

Signed

Date

Name

Position

**ATTACHED HERETO AN ORIGINAL OR CERTIFIED COPY OF THE MUNICIPAL
UTILITY ACCOUNT NOT OLDER THAN 3 MONTHS**

FORM F: REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

The tenderer shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database. (www.treasury.gov.za). Tenderers who are not registered on the Central Supplier Database should attach proof of their application for registration (refer to Tender Data Clause 4.1). In the case of a Joint Venture, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture.

Name of Contractor:

Central Supplier Database Supplier Number:

Affix Proof of the National Treasury Central Supplier Database to this page

FORM G: DECLARATION OF TENDERER'S LITIGATION HISTORY

Does the tenderer have any litigation with which tenderer (including its directors, shareholders or other senior members in previous companies) have been involved with any organ of state or state department within the last ten years?

If yes, furnish your details in table below.

YES**NO**

NB: It is compulsory for all bidders to sign this form

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

Client	Other Litigating Party	Dispute	Award Value	Date Resolved

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

FORM H: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name :

.....

Contact number :

.....

Office address :

.....

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

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

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

Mr

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

..... and any Contract which may

arise there from on behalf of

.....
(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY

.....

IN HIS CAPACITY AS

.....

DATE

.....

FULL NAMES OF SIGNATORY

.....

SIGNATURE

.....

AS WITNESSES:

1. NAME SIGNATURE

2. NAME SIGNATURE

PRO-FORMA FOR JOINT VENTURES:**Certificate of Authority for Joint Ventures**

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

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

**ATTACHED HERETO THE DULY SIGNED AND DATED ORIGINAL OR
CERTIFIED COPY OF AUTHORITY OF SIGNATORY ON COMPANY**

FORM I: SCHEDULE OF SPECIALIST SUBCONTRACTORS

Notes to tenderer:

1. The tenderer shall list below the specialist items of work on this contract. Alternatives may be mentioned.
2. The tenderer shall state whether he intends to carry out any specialised work himself.

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

SPECIALISED ITEM	INDICATE IF SUB-CONTRACTED (Tick correct option)	
	YES	NO

In order to complete the Works under this Contract, I/we propose to employ the following sub-contractors to carry out the portion/type of work as detailed. **Affix Original or Certified proof of 3 previous projects for each sub-contractor.**

(Note: All proposed sub-contractors must be listed).

Sub-contractor: Name, Address and Telephone No.	Portion/type of work to be undertaken	
_____ _____ () _____	General Building Works 4GB or Higher	Previous value of work:
		Previous Experience:
_____ _____	Electrical Engineering Works 4EB/EP or Higher	Previous value of work:
		Previous Experience:
	Mechanical Engineering Works	Previous value of work:

	4ME or Higher	
		Previous Experience:

**FORM J: PROOF OF GOOD STANDING WITH THE COMPENSATION
COMMISSIONER**

Notes to tenderer:

1. Discovery that the tenderer has failed to make proper disclosure may result in Ehlanzeni District Municipality terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.
2. The tenderer shall attach to this Form evidence that he is registered and in good standing with the compensation fund or with a licensed compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act 1993 (COIDA) (Act 130 of 1993).

Affix certified Proof of Good Standing with Compensation Commissioner to this page

FORM K: SCHEDULE OF CURRENT COMMITMENTS

Notes to tenderer:

- a) The tenderer shall list below all contracts currently under construction or awarded and about to commence and tenders for which offers have been submitted but awards not yet made.
- b) In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.
- c) The lists must be restricted to not more than 5 contracts and 5 tenders. If a tenderer's actual commitments or potential commitments are greater than 5 each, those listed should be in descending order of expected final contract value or sum tendered.

Contracts Awarded				
Employer	Project	Expected Value of contract (Inclusive of VAT)	Durations (Months)	Expected Completion Date

Tenders not Yet Awarded				
Employer	Project	Tendered Amount (Inclusive of VAT)	Tendered Durations (Months)	Expected Commencement Date

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

FORM L: REGISTRATION WITH CIDB

The tenderer shall provide a printed copy of the Active Contractor's Listing off the CIDB website. (www.cidb.org.za). Tenderers whose CIDB registration expires within 21 days after close of tender should attach proof of their applicationfor re-registration (refer to Tender Data Clause 4.1). In the case of a Joint Venture, a printed copy of the Active Contractor's Listing must be provided for each member of the Joint Venture.

Name of Contractor:

Contractor Grading Designation:

CIDB Contractor Registration Number:

Expiry Date:

RETURNABLE FOR QUALITY CRITERIA

FORM M: COMPANY EXPERIENCE IN RELATION TO THE SCOPE OF WORK

The Tenderer will receive a maximum of 50 points based on the information provided in this schedule.

Certified Appointment letters as well as Completion Certificates (signed by client and engineer) of similar projects in nature and scope to be attached – zero point if both are not attached)

The following is a statement of work of similar nature, scope and size, successfully executed by myself/ourselves in the past 5 years (explicitly Sanitation projects, VIP toilets or any similar projects of scope and nature):

1. Previously completed sanitation projects of similar scope amounting to a total of not less than R4 million in the last five years, Fifty (50) points allocated.
2. Previously completed sanitation projects of similar scope amounting to a total of not less than R3 million in the last five years, Forty (40) points allocated.
3. Previously completed sanitation projects of similar scope amounting to a total of not less than 2.5 million in the last five years, Thirty (30) points allocated.
4. Previously completed sanitation projects of similar scope amounting to a total of not less than R2 million in the last ten years, Twenty (20) points allocated.
5. Previously completed sanitation projects of similar scope amounting to a total of not less than R1.5 million in the last five years, Ten (10) points allocated.

No	Certified Appointment letter as well as Completion Certificate (signedby client and engineer) of explicitly Sanitation projects, VIP toilets of any similar projects of scope and nature(to be attached – zero point if both are not attached)	Consulting Engineer: Contact Person and Telephone Number	Employer: Contact Person and Telephone Number	Value of Work (inclusive of VAT)	Date Completed (Attach Certified Completion Certificate)	Value/Size of Individual Contracts	Points
1						≤R1.5million	10
2						≤R2.0million	20
3						≤R2.5million	30
4						≤R3.0million	40
5						≤R4.0million	50
	*Attach additional pages if more space is required	Total Points					50

FORM N: PLANT & EQUIPEMNT

The tenderer will receive a maximum of 15 points based on information provided in this schedule.

1. 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.
2. The tenderer will receive Quality points for listing of plant available for this specific contract as follows:
 - Major plant for construction works if well identified and 100% is owned and available at start of contract maximum points will be as stated in allocated points if owned column.
 - Maximum points for hired plant will be as stated in the Allocated points for hired plant column subject to provision of a letter of intent to hire the plant from Plant leasing institutions.
 - Plant correctly identified and owned will be calculated according to allocated points.
3. Proof of ownership to be submitted

Description, size, capacity, etc.	Allocate Points if owned	Allocate Points if hired	Quantity Required	Quantity owned	Quantity hired	Points Scored
Excavator	5	5	1			
TLB	10	10	2			
Total	15.0	15.0				
Total Points Allocated						

* **Attach additional pages if more space is required.**

FORM O: FINANCIAL RESOURCES – BANKING INFORMATION

The tenderer will receive a maximum of 5 points for information provided in this schedule.

DETAILS OF TENDERER BANKING INFORMATION

Notes to tenderer:

- The tenderer shall attach to this form an original letter from the bank not older than three (3) months confirming the bank account, details and bank rating. Failure to provide the required letter with the tender submission shall render the tenderer's offer non-responsive.
- Attached bank letter plus
- 3 points if the bank rating of C or better is indicated on the bank letter.
- 2 point if the bank rating of D is indicated
- 0 points for no submission or if a bank rating of E or lower is indicated
- 1 Point will be given for the tenderer's banking details as they appear in the completed section below.
- If the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form

BANK NAME:										
ACCOUNT NAME: <i>(e.g. ABC Civil Construction cc)</i>										
ACCOUNT TYPE: <i>(e.g. Savings, Cheque, etc.)</i>										
ACCOUNT NO:										
ADDRESS OF BANK:										
CONTACT PERSON:										
TEL. NO. OF BANK / CONTACT:										
How long has this account been in existence:	<table border="1" style="display: inline-table; vertical-align: top;"> <tr> <td style="padding: 2px 5px;">0-6 months</td> <td style="width: 30px; text-align: center;"> ☐ </td> </tr> <tr> <td style="padding: 2px 5px;">7-12 months</td> <td style="text-align: center;"> ☐ </td> </tr> <tr> <td style="padding: 2px 5px;">13-24 months</td> <td style="text-align: center;"> ☐ </td> </tr> <tr> <td style="padding: 2px 5px;">More than 24 months</td> <td style="text-align: center;"> ☐ </td> </tr> </table> (Appropriate Tick)		0-6 months	☐	7-12 months	☐	13-24 months	☐	More than 24 months	☐
0-6 months	☐									
7-12 months	☐									
13-24 months	☐									
More than 24 months	☐									

**ATTACH HERETO AN ORIGINAL LETTER FORM THE BANK TO THIS
PAGE NOT OLDER THAN THREE (3) MONTHS**

FORM O: FINANCIAL RESOURCES

DOCUMENTATION OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

The Tenderer will receive a maximum of 5 points based on the information provided in this schedule.

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

A Pro forma follows herewith for the tenderer to use.

PRO-FORMA FOR A PERFORMANCE GUARANTEE PERFORMANCE GUARANTEE

Employer
(Name and Address)

Contract No

Contract Title

WHEREAS

(hereinafter referred to as "the Employer") entered into, a contract with:

(hereinafter called "the Contractor")

on
the

day of

_____ 20

for the construction of (Contract Title)

at

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfillment of such Contract by the Contractor;

AND WHEREAS

WE

(hereinafter referred to as
"the

Guarantor") has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-Principal Debtor to the Employer under renunciation of the benefits of division and exclusion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

- 1) The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extension of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor or liability hereunder be affected because of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
- 2) This guarantee shall be limited to the payment of a sum of money.
- 3) The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.

However, upon receipt by us of an authenticated copy of the Certificate of Completion in terms of the Contract, the amount of liability shall be reduced by 50% which shall be in force until the issue of the Final Approval Certificate at the expiry of the Defects Liability Period

This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract unless we are advised in writing by the Employer before the issue of the said Certificate of Completion

- 4) His intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid of liquidated,
- 5) Our total liability hereunder shall not exceed the sum of

	(in words)
R	(in figures)

(10% of the tender sum) that amount I/we agree to hold at your disposal.

- 6) The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

I/We declare that I/we, on behalf of the Guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you.

A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability to enable provisional sentence or any similar relief to be obtained against the Guarantor.

This guarantee is neither negotiable or transferable and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to the Employer.

- 7) I/We hereby choose our address for the serving of all notices for all purposes arising here from as

IN WITNESS WHEREOF this guarantee has been executed by us at

_____ on the _____ day of _____ 20 _____

As witness:

1. _____	Signature	_____
2. _____	Signature	_____

Duly authorized to sign on behalf of
Guarantor)

Address _____

FORM P: MANAGERIAL CAPACITY, EXPERIENCE AND QUALIFICATIONS

The Tenderer will receive a maximum of 20 +5 points based on information provided in this Schedule

Notes to tenderer:

1. The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and the overall company structure. Attach own organogram to this form.
2. Joint Venture tenders require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition, there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work will become a contractual obligation between the members of the joint venture.
3. State the city or town where the company's head office is located. The locality of regional or satellite offices, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA.
4. Registered professional engineers, technicians or technologists means those who are involved in the construction of water reticulation networks, raising mains, bulk water lines, water pump station projects. Registered professionals of other disciplines (e.g. mechanical) are considered as employees only.

Head Office: State City/Town: (See note 3.)	
Other Offices: Only list number: (See note 3.)	
Registered Professionals: ECSA or in terms of ECSA approved International Agreements (PrEng, PrTechEng, PrTechniEng) (See note 4.)	
Registered Professionals: SACPCMP (Pr CM) (See note 4)	
Total Employees:	
% share in JV agreement: (State 100% if no JV)	

CONSTRUCTION TEAM KEY PERSONNEL

TARGETED GOALS (Attach all CV's and Certified Qualifications)		TENDERED GOAL	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1.	Safety Officer with First Aid plus OHSA. (Construction Regulations qualification), 2 projects (0-2 years' experience) Name:	2.5		
OR				
2.	Safety Officer with First Aid plus OHSA. (Construction Regulations qualification) 2 projects (3+ years' experience) Name:	5.0		
PLUS				
3.	Site Agent/ Contracts Manager has National Diploma/ BTech or higher in Civil Engineering/ Construction management Name:	4.0		
PLUS				
4.	Site Agent/ Contracts Manager has NQF level 5 (Labor Intensive Qualification) and a least five years of experience in similar projects in the last 5 years. (Site Agent used in point 3 above) Name:	4.0		
PLUS				
5.	Site Agent/ Contracts Manager has completed five or more similar projects in the past. (Site Agent used in point 3 above) Name:	2.0		
PLUS				
6.	General Foreman has a civil engineering trade qualification (2): NQF level 2 Labor Intensive Qualification (1) and has completed a minimum of 2 projects (1) with three years of experience (1) Name: Qualification:	5.0		
PLUS				
7.	Plant Operator with relevant trade certificate (2.5); Three or more years of experience (2.5) Name: Qualification:	5.0		
SUB-TOTAL: Construction Team Key Personnel		25.0		

KEY PERSONNEL EXPERIENCE (SITE AGENT/ CONTRACTS MANAGER)

The tenderer shall provide details of previous experience required for this project. Proof of registration must be attached to this form.

Name	Position in Team	ECSA Reg. No	Category	SACPCMP Reg. No	Category	No. of Years' Experience
	Contracts Manager					

Technical/Managerial Experience

(List only the most recent 5 projects of the key staff that the tenderer considers relevant to the specified scope of works.)

Description of Project	Position Held	Project Start Date	Project Completion Date	Contract Value	Client and Contact Person	Contact No.

KEY PERSONNEL EXPERIENCE (GENERAL FOREMAN)

The tenderer shall provide details of previous experience required for this project. Proof of registration must be attached to this form.

Name	Position in Team	ECSA Reg. No	Category	SACPCMP Reg. No	Category	No. of Years' Experience
	General Foreman					

Technical/Managerial Experience

(List only the most recent 5 projects of the key staff that the tenderer considers relevant to the specified scope of works.)

Description of Project	Position Held	Project Start Date	Project Completion Date	Contract Value	Client and Contact Person	Contact No.

ATTACH CV'S AND CERTIFIED QUALIFICATIONS OF KEY PERSONNEL TO THIS PAGE

**Note: Only CV's and Certified Qualifications of Key personnel that were named and shown
on the organogram to be attached.**

COMPETENCE ACHIEVEMENT SCHEDULE (QUALITY)

		MAXIMUM POINTS TO BE ALLOCATED	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
Company Experience:	Form M	50		
Plant and Equipment:	Form N	15		
Financial References:	Form O			
• Bank Information		5		
• Documentation of Intent to provide a Performance Guarantee		5		
Managerial Capacity:	Form P	25		
	Sub- Total	100		
	TOTAL	100		

Note:

Total allocated for Quality is 100 points. The minimum threshold required to qualify for the next stage of evaluation is 70 points. Only those tenders that achieve the minimum number will proceed to the price and preference evaluation stage.

SUPPLY CHAIN POLICY USING 80/20 PREFERENCE POINT SYSTEM

	MAXIMUM POINTS TO BE ALLOCATED
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

FORM Q: SCHEDULE OF TENDER COMPLIANCE

FORM NO/ MBD NO	FORM DESCRIPTION	TICK IF COMPLETED
FORM A	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING	
FORM B	RECORD OF ADDENDA TO TENDER DOCUMENTS	
FORM C	PROPOSED AMENDMENTS, QUALIFICATIONS, AND ALTERNATIVES	
FORM D	Fully completed MBD forms: MBD 2, MBD 3.1, MBD 3.2, MBD 4, MBD 5, MBD 6.1, MBD 7.1, MBD 7.2, MBD 8, MBD 9	
FORM E	MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS	
FORM F	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	
FORM G	DECLARATION OF TENDERER'S LITIGATION HISTORY	
FORM H	AUTHORITY OF SIGNATORY	
FORM I	SCHEDULE OF SPECIALIST SUBCONTRACTORS	
FORM J	PROOF OF GOOD STANDING WITH THE COMPENSATION COMMISSIONER	
FORM K	SCHEDULE OF CURRENT COMMITMENTS	
FORM L	REGISTRATION WITH CIDB	
RETURNABLE FOR QUALITY CRITERIA		
FORM M	COMPANY EXPERIENCE IN RELATION TO THE SCOPE OF WORKS	
FORM N	PLANT & EQUIPMENT	
FORM O	FINANCIAL RESOURCES	
FORM P	DOCUMENTATION OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE	
	MANAGERIAL CAPACITY, EXPERIENCE, AND QUALIFICATIONS	
CERTIFICATE FOR TENDER COMPLIANCE		
FORM Q	SCHEDULE OF TENDER COMPLIANCE	

AGREEMENT AND CONTRACT DATA

PART C1: AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE.....81

C1.2 FORM OF ACCEPTANCE.....82

C1.3 SCHEDULE OF DECIATIONS.....83

C1.4 CONTRACT DATA.....84

C1.5 PERFORMANCE GUARANTEE.....85

C1.6 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT.....95

C1.7 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT.....99

C1.1: FORM OF OFFER**OFFER**

The Employer, identified in the acceptance signature block, has solicited offers to enter into a Contract for the procurement of: **BID NUMBER: NKO 34/2023: CONSTRUCTION OF 270 VIP TOILETS IN VARIOUS NEW VILLAGES (SCHUIZENDAL, BLOCK B, SKHWAHLANE, MIDDLEPLAAS) IN NKOMAZI LOCAL MUNICIPALITY (PHASE 5)**

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

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

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

.....

.....Rand (in words)

R.....(in figures)

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

Signature Block: Tenderer

Signature Date

Name

Capacity

Name of organization

Address of organization

.....

Signature of witness Date

Name of witness

C1.2: FORM OF ACCEPTANCE**ACCEPTANCE**

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

The terms of the contract, are contained in:

Part 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 C1 to C4 above.

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, 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 fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

for the EMPLOYER

Signature: Date:

Name:

Capacity:

Name and address:

Witness:

Name:

Signature: Date:

C1.3: SCHEDULE of DEVIATIONS

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to 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 returnable 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.

for the TENDERER

Signature:..... Date:

Name:

Capacity:

for the EMPLOYER

Signature:..... Date:

Name:

Capacity:

Witness:

Name:

Signature:..... Date:

C1.4 CONTRACT DATA

PART C1.4: CONTRACT DATA

CONDITIONS OF CONTRACT

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

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

CONTRACT SPECIFIC DATA

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

PART 1: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this Contract:

Clause	Description								
1.1.1.1.3	The Defects Liability Period is 12 months								
1.1.1.1.5	The Name of the Employer is the Nkomazi Local Municipality .								
1.1.1.1.6	The Name of the Employer's Agent is BM Consulting Engineers								
1.1.1.2.6	The pricing strategy: Re-Measurement Contract								
1.2.1.2	The Employer's address for receipt of communications is: <table> <tr> <td>Physical address:</td><td>Postal address:</td></tr> <tr> <td>09 Park Street</td><td>PO Box X 101</td></tr> <tr> <td>MALALANE</td><td>MALALANE</td></tr> <tr> <td>1320</td><td>1320</td></tr> </table> Telephone: 013 790 145 Fax: 013 790 1476	Physical address:	Postal address:	09 Park Street	PO Box X 101	MALALANE	MALALANE	1320	1320
Physical address:	Postal address:								
09 Park Street	PO Box X 101								
MALALANE	MALALANE								
1320	1320								

Clause	Description
1.2.1.2	The address of the Employer's Agent is: BM Consulting Engineers 20 Andries Pretorius Street, Sonheuwel Central, 1201, Mbombela Tel: +27 13 101 3018 E-mail: admin@bmcengineers.co.za
4.3.3	Add the following at the end of sub clause 4.3.2: "4.3.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act: i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act. ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with. iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations. iv) The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor. v) The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge. The Contractor shall furthermore, in compliance with Construction Regulations 2003 to the Act: vi) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 6(1) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within seven (7) days after acceptance of the bid. and shall be implemented and maintained from the Commencement of the Works. vii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2003, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."

Clause	Description
5.3.1	The documentation required before commencement with Works execution are: • Approved Health and Safety File (Clause 4.3) • Programme of works (Clause 5.6) • Insurance of Construction Machinery Plant (Clause 8.6) • Insurance of Motor Vehicle Liability (Clause 8.6) • Insurance of the works (Clause 8.6) • Signed Notification to the Department of Labour • Construction Permit where applicable
5.3.2	The time to submit the documentation required, before commencement with Works execution is 14 calendar days .
5.4.2	The access and possession of site shall not be exclusive to the Contractor.
6.5.1.2.3	The percentage allowance to cover overhead charges is 10%
5.6	The Contractor shall deliver his programme of work within 14 days of the Commencement date.
5.8.1	The non-working days are Sundays Special non-working days are: All Public Holidays in terms of the Public Holidays Act as amended. The year-end break as published by SAFCEC.
5.13.1	The penalty for failing to complete the Works is: R 5,000-00 per calendar day
5.16.3	The latent defect period is 2 years after date of completion
6.8.2	Contract Price Adjustment shall apply to this contract. The value of the payment certificates is to be adjusted in accordance with the Contract Price Adjustment Schedule, where: The value of “x” is <u>0.15</u> The values of the coefficients are: a (Labour).....= 0,1 b (Civil Engineering plant).....= 0,45 c (Civil Engineering materials)= 0,35 d (Fuel).....= 0,1 The indices for “L”, “P”, “M” and “F” are the following as published by Statistics South Africa: “L” is the “Labour Index” As published in the Statistical News Release P0141 Additional tables: Table 14 “CPI – all items, according to area” of Statistics South Africa. “P” is the “Contractors Equipment Index” as published in the Statistical News Release PO151, Table 4 – “Civil Engineering Plant” of Statistics South Africa.

Clause	Description
	"M" is the "Materials Index" published in the Statistical News Release PO151, Table 3 - "Building and construction" – "Civil Engineering" of Statistics South Africa. "F" is the "Fuel Index" as published in Statistical News Release PO151, Table 4 of Statistics South Africa. The urban area nearest the Site is Malelane The base month is the month prior to the closing of the tender.
6.8.3	Price adjustments for variations in the costs of special materials are allowed.
6.10.3	The limit of retention money is 10% according to the annual allocation
8.6.1.3	The limit of liability insurance is R 5 million.
10.5.2	Dispute resolution shall be ad-hoc adjudication.
10.7.1	The determination of disputes shall be by arbitration.
	The Defects Liability Period is 12 months measured from the date of the Certificate of Completion
Special Clause	The Contractor's CIDB grading must remain active at the same of higher level as at time of appointment, should the grading be suspended, downgraded and or expire the Contractor will only be allowed 21 days to remedy such and failure could result in termination of the Contract.
Contract Period	The Contract Period shall be 4 months based on the scope of works determined

Part 1.1 Additions to General Conditions of Contract**Add the following Table:**

1.1	Definitions Add the following at the end of Sub-Clause 1.1.1: 1.1.1.34 "Client", as used in the Occupational Health and Safety Act and its Construction Regulations, means Employer. 1.1.1.35 "Principal Contractor", as used in the Occupational Health and Safety Act - Construction Regulations, means Contractor.
C1.2.1.2.1	Penalties In addition to GCC 2015 clause 5.13, during the Contract Period should the Contractor:
	a) Penalties irreversible The Contractor shall note that all penalties once imposed shall be non-recoverable or reversible, even if the default is remedied.
C1.1.1.2.2	Source of instructions The Contractor shall neither seek nor accept instructions from any authority external to the Employer's Agent or their authorized representatives in connection with the performance of his services under this Contract.
C1.2.1.2.6	Officials not to benefit The Contractor warrants that no official of the Employer has been or shall be admitted by the Contractor to any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of the Contract.
C1.2.1.2.4	Prevention of corruption The Employer shall be entitled to cancel the Contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the Contractor has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the Contract or any other contract with the Employer or for showing or intending to show favor or disfavor to any person in relation to the Contract or any other contract with the Employer, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other Contract with the Employer.

C1.2.1.2.6	Returns of labour, plant, equipment and material The Contractor shall provide a return in detail in the form and at such intervals as the Employer's Agent or his duly authorized representative may prescribe showing the supervisory staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such information respecting constructional plant, equipment and material as the Employer's Agent or his duly authorized representative may require.
C1.2.1.2.8	Ambiguities and inconsistencies The Employer or the Contractor shall notify the other as soon as either becomes aware of an ambiguity or inconsistency in or between the documents, which are part of this Contract. Governed by the spirit and intention of the Contract, the Employer's Agent shall give a binding instruction resolving the ambiguity or inconsistency.
C1.2.1.2.9	False claims by the Contractor - Failure, by the Contractor, to demonstrate or present any feature declared during the procurement stage shall constitute grounds for Contract termination or the market related equivalent price discount, if no market related value is available, the Employer shall give a final ruling on the amount. This shall be at the discretion of the Employer based on the implication of such omission. Should the Contractor refuse to accept the Employer's price, the Contract shall be terminated? - Any false claims by the Contractor or his staff (with or without his knowledge), based on Works to be performed or completed per site stage shall constitute grounds for Contract termination and result in blacklisting on the Employer's database.

PART 2: DATA PROVIDED BY THE CONTRACTOR

The Contractor is advised to read the *General Conditions of Contract for Construction Works*, Third Edition (2015) published by the South African Institution of Civil Engineering, in order to understand the implications of this Data which is required to be completed.

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

Clause	Description						
1.1.1.9	The Contractor isThe Contractor's address for receipt of communications is: Physical address: Postal address: 						
1.2.1.2	 Telephone : Fax: E-mail:						
1.1.1.14	The time for achieving Practical Completion of the whole of the Works isweeks after Commencement Date (site handover).						
6.2.1	The security to be provided by the Contractor shall be one of the following <table border="1"> <thead> <tr> <th>Type of Security</th><th>Contractor to choose indicate "Yes" or "No"</th></tr> </thead> <tbody> <tr> <td>Cash deposit of 10% of the contract sum</td><td></td></tr> <tr> <td>Performance guarantee of 10% of the contract sum</td><td></td></tr> </tbody> </table>	Type of Security	Contractor to choose indicate "Yes" or "No"	Cash deposit of 10% of the contract sum		Performance guarantee of 10% of the contract sum	
Type of Security	Contractor to choose indicate "Yes" or "No"						
Cash deposit of 10% of the contract sum							
Performance guarantee of 10% of the contract sum							

PRO FORMA PERFORMANCE**GUARANTEE****GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means:.....

Physical address:.....

"Employer" means:

"Contractor" means:

"Employer's Agent" means:

"Works" means:

"Site" means:

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

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

Amount in words:

.....

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

Amount in words.....

"Expiry Date" means.....

CONTRACT DETAILS

Employer's Agent 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 Employer's Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. 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 Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 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 receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:

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 terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear 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 Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having 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

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

C 1.6 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993(ACT NO 85 OF 1993)

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

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

 in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, viz **CONSTRUCTION OF A BULK LINE, WATER RETICULATION AND ELEVATED TANK AT STEENBOK IN NKOMAZI LOCAL MUNICIPALITY** and has accepted a Tender by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
2. This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Employer's Agent requiring him to commence the execution of the Works, to either
 - (a) the date of the Final Approval Certificate issued in terms of Clause 52.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
 - (b) the date of termination of the Contract in terms of Clauses 54, 55 or 56 of the GCC.
3. The Mandatory declares himself to be conversant with the following:
 - 3.1.1 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:

3.1.1.1 Section 8 : General duties of employers to their employees;

3.1.1.2 Section 9 : General duties
of employers and self-employed
persons to persons other than
employees;

3.1.1.3 Section 37: Acts or omissions by employees or Mandatory,
and

3.1.1.4 Subsection 37(2) relating to the purpose and meaning of this
Agreement.

3.1.2 The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.

4. In addition to the requirements of Clause 33 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilize all machinery, plant and equipment in accordance with the Act.
5. The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
6. The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993, which cover, shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
7. The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
 - (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labor as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

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

SIGNED _____ FOR AND ON BEHALF OF THE _____

EMPLOYER:

WITNESS 1 _____ 2 _____

NAME 1 _____ 2 _____

(IN CAPITALS)

SIGNED _____ FOR AND ON BEHALF OF THE _____

MANDATORY:

WITNESS 1 _____ 2 _____

NAME 1 _____ 2 _____

(IN CAPITALS)

**C1.7 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT
IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
(ACT NO 85 OF 1993)**

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

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

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on _____ 20 ,
Mr/Ms _____ whose
signature appears below, has been duly authorised to sign the AGREEMENT in terms of
THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of"

.....

SIGNED ON BEHALF OF THE COMPANY.....

IN HIS CAPACITY AS:.....

DATE:

SIGNATURE OF SIGNATORY:

WITNESS: 1. 2.

NAME (in capital) 1. 2.

PART C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.1: PRICING INSTRUCTION

- 1 The Tender Data, the Contract Data, the Scope of Work, the Site Information and the Drawings shall be read in conjunction with the Schedule of Quantities.
- 2 The Schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

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

The measurement and payment clauses of each Specification, read together with the relevant clauses of the Specification Data, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 3 Descriptions in the Schedule of Quantities are abbreviated and may differ from those in the Standardized and Specification Data. No consideration will be given to any claim by the Contractor submitted on such a basis. The Schedule has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities¹. Should any requirement of the measurement and payment clause of the appropriate Standardized or Specification Data be contrary to the terms of the Schedule or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized Specification or Specification Data as the case may be, shall prevail.
- 4 Unless stated to the contrary, items are measured and paid for net, in accordance with the Drawings, without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Schedule of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
- 6 An amount or rate shall be entered against each item in the Schedule of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Schedule.
- 7 The Tenderer shall also fill in a rate against the items where the words "rate only" appears in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tender rates shall apply should work under these items actually be required.
- 8 Should the Tenderer group a number of items together and tender one sum for such group of items, the single tender sum shall apply to that group of items pro rata and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.
- 9 The tender rates, prices and sums shall, subject only to the provisions of the General Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

- 10 The standard system of measurement of civil engineering quantities published by the South African Institution of Civil Engineers.
- 11 The quantities of work as measured and accepted and certified for payment in accordance with the General Conditions of Contract, and not the quantities stated 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 any differences between the quantities in the Schedule of Quantities and the quantities certified for payment. The ordering of materials shall not be based on the quantities in the Schedule of Quantities. Materials ordered from the Schedule of Quantities without prior confirmation by the Employer's Agent shall be at the risk of the Contractor. No compensation shall be paid for materials ordered erroneously and all costs shall be borne by the Contractor.
- 12 For the purposes of this Schedule 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 Standardized Specification for Road and Bridge Works for State Authorities (1998 edition) or the Specification Data.

Quantity : The number of units of work for each item

Rate The payment per unit of work at which the Tenderer tenders to do the work

Amount : The quantity of an item multiplied by the tender rate of the (same) item

Sum : An amount tender 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

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

mm	=	millimetre
m	=	meter
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square meter-pass
ha	=	hectare
m ³	=	cubic meter
m ³ -km	=	cubic meter kilometre
kW	=	kilowatt
kN	=	kilo-Newton
kg	=	kilogram
l	=	litre
kl	=	kilolitre
MI	=	mega litre
t	=	ton (1 000 kg)
%	=	per cent
MN	=	mega-Newton
MN-m	=	mega-Newton-meter
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum
Sum	=	Lump Sum

C2.2 SCHEDULE OF QUANTITIES

C2.2: BILL of QUANTITIES**BILL OF QUANTITIES**

THE QUANTITIES GIVEN ARE ONLY TO PROVIDE A METHOD TO EVALUATE THE TENDERS AND IS NOT A TRUE REFLECTION OF THE ACTUAL EXPECTED QUANTITIES, AND AS SUCH THE APPOINTMENT WILL BE ON TENDERED RATES AND AS A RESULT ANY RATES FOUND TO POSE A RISK OF NON- PERFORMANCE WILL LEAD TO DISQUALIFICATION.

ALL RATES TO BE EXCLUSIVE OF VAT.

THE NKOMAZI LOCAL MUNICIPALITY RESERVES THE RIGHT TO AWARD THE CONTRACT IN TOTAL TO ONE CONTRACTOR FOR ALL SECTIONS AND AREAS OR TO VARIOUS CONTRACTORS.

Bidders may submit bids for one section only or for more than one section. The appointment of contractors will be per Area.

All items in a section must be priced. Incomplete sections shall not be considered.

Expanded Public Works Program

The contractor is required to report on EPWP template to report the number of jobs created with monthly payment certificates.

ITEM	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1		SECTION 1200A - GENERAL SCHEDULE				
1.1	8.3	FIXED-CHARGE AND VALUE RELATED ITEMS (incl. OHS & EMP measure)				
	8,3,1	Contractual Requirements(excl. items included below) the sum shall cover the Contractor's initial obligations (of providing surety , insurance of works and plant, third party or public liability insurance and unemployment insurance)	Sum	1.00		
1,1,2	8,3,2	Establishment of Facilities on the Site Facilities for Engineer				
		a) Provision of Nameboards as detailed on the drawings	Sum	1.00		
		b) Furnished office and ablution unit	Sum	1.00		
		c) Safety equipment incl. hard hat, removable revolving orange light for vehicles , safety shoes & reflective vest	Sum	1.00		
		Facilities for Contractor				
		a) Offices and storage shed for the duration of the contract , including the provision of water and electricity	Sum	1.00		
		b) Workshops (catering for all cutting , modification and fabrication)	Sum	1.00		
		c) Ablution and Latrine Facilities (Male and female to cater for a group of 10 employees)	Sum	1.00		
		d) Living accommodation	Sum	1.00		
		e) Dealing with water (Subclause 5.5)	Sum	1.00		
		f) Other fixed charge obligations	Sum	1.00		
	8,3,3	Removal of Site Establishment (make good of site for all items established above and restore the site to the satisfaction of the engineer	Sum	1.00		
	8,3,4	ENVIRONMENTAL MANAGEMENT PLAN				
	8,3,5	Compliance with environmental management plan	Sum	1.00		
	PSA 9,1	OPERATION AND MAINTENANCE OF FACILITIES ONSITE FOR THE DURATION OF THE PROJECT - TIME RELATED ITEMS				
1,2	8,4	Contractual Requirements Facilities for the Engineer a) Facilities for the Engineer for the duration of the contract (SABS 1200 AB) - Office as per Item 1,1,2	Sum	1.00		
		Facilities for Contractor				
1,2,1		The sums for the items shall cover the contractor's costs for the period stated for site rentals, repairs to structures , furniture , tools and equipment , storage and distribution of fuels and lubricants, water , electricity , communications , access and sanitation and wages of staff	Sum	1.00		
1,2,2						
1,2,3		a) Offices and storage sheds	Sum	1.00		
		b) Workshops	Sum	1.00		
		c) Living accommodation	Sum	1.00		
		d) Ablution and latrine facilities (Portable)	Sum	1.00		
		e) Supervision for duration of construction	Sum	1.00		
1200A		TOTAL CARRIED TO FORWARD				

ITEM	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		BALANCE BROUGHT FORWARD				
		Preparation of principal contractor's site specific health and safety plan, safety file, risk assessments, fall prevention/protection plan, notification to Department of Labour, demolition method statement, other method statements requested to be prepared for safety reasons, permits, amendments to safety plan during course of project, traffic management/ accommodation plans, and any other legally required health and safety documentation	Sum	1.00		
1,3	8,5	SUMS STATED PROVISIONALLY BY THE ENGINEER				
1,3,1	PSA 8,12	.01 Provisional salary for Community Liaison Officer	Prov. Sum	4.00	R6,500.00	R26,000.00
1,3,2		.02 Overheads, charges and profit on the item .01 above	%	R26,000.00		
1,3,3	PSA 8,13	.03 Special control test ordered by the Engineer on site as detailed in the instruction book. The date, nature and costs of tests must be recorded & a copy accompanies the contractor's IPC	Prov. Sum	1.00	R40,000.00	R40,000.00
1,3,4		.04 Overheads, charges and profit on the item .04 above	%	R40,000.00		
1,3,5	PSA 8,14	.05 Provision for communication and GPS locator	Prov. Sum	1.00	R10,000.00	R10,000.00
1,3,6		.06 Overheads, charges and profit on the item .05 above	%	R10,000.00		
1,3,7	PSA 8,15	.07 Compilation of Environmental Management Plan	Prov. Sum	1.00	R25,000.00	R25,000.00
1,3,8		.08 Overheads, charges and profit on the item .04 above	%	R25,000.00		
1,3,9	PSA 8,16	.09 Data Collection	Prov Sum	1.00	R20,000.00	R20,000.00
1,3,10		.10 Overheads, charges and profit on the item .04 above	%	R20,000.00		
1200A		TOTAL CARRIED TO SUMMARY				

ITEM	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2		SECTION 1200C - EARTHWORKS				
		NOTE				
		Hard and soft rock are as defined in accordance with the relevant SABS 1200 definitions				
		SITE CLEARANCE ETC				
		<i>User Note:</i> <i>Where the value of significance, the removal of hedges etc shall be given seperately in metres or in number</i>				
2,1	8,2,1	Site Clearance Stripping of an average of 150mm thick layer of topsoil and dumping to a suitable dumping site to be located by the contractor or stockpile and maintain	m2	1200		
	8,2,2	EXCAVATIONS Nature of materials to be excavated , Materials is of a pickable nature. Excavate in earth not exceeding 2m deep below natural ground elevation to reduce ground level for Pit	m3	850		
		Ditto but exceeding 2m deep below natural elevated or reduced Ground Level for Bulk Trenches	m3	330		
		Extra over all excavations for carting away surplus material from excavations and stockpile on site to a dumping site Located by the Contractor excavations and/or stockpile on site to a dumping	m3	200		
		Ditto in hard rock	m3	300		
		Allow for risk of collapse to sides of hole exceeding 1.5m deep	m,	1680		
		Allow for anti termite treatment	No	270		
1200C		TOTAL CARRIED TO SUMMARY				

ITEM	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3		SECTION 1200GA - CONCRETE (SMALL WORKS)				
3,1		BRICKWORK, VIP TOILET SUB-STRUCTURE				
		<i>Construct a sub-structure out of brickwork according to the drawing schedule 28-2023-BM-SP</i>				
3,1,2		Blinding layer (25mm thick blinding layer, class 15/19 concrete)	m3	15.00		
3,1,3		Brickwork in accordance with SANS 0164: Part 1 - 1980 (Class Mortar II)				
		a) 390 x 190 x 140mm concrete blocks on walls of sub- structure	m,	1800.00		
3,1,4		150mm Brick reinforcement in every four (4) courses in sub-structure	m	2400.00		
3,1,5		Concrete base 15Mpa	m3	180.00		
3,2		VIP TOILET PRECAST TOP-STRUCTURE				
3,2,1		<i>Supply and erect precast toilet top structures as per drawing schedules with number 28-2023-BM-SP including:</i>				
3,2,2		Base Slab, cover slab, concrete back, side and roof panels, stainless steel door, accessories, fittings and screws for assembly. 2.7m black U.V resistant vent pipe with cowl & gauze, urine separating pedestal with adjustable seat with lid. Hand wash facility inside the toilet	No	270.00		
3,2,3		Order, transport and assemble precast toilet top structure including bottom structure as per drawing for disabled	Prov Sum	1.00	50000	R 50,000.00
1200A		TOTAL CARRIED TO SUMMARY				

SUMMARY COST		
SECTION	DESCRIPTION	AMOUNT (ZAR)
SCHEDULE A	PRELIMINARY AND GENERALS	
A	GENERAL REQUIREMENTS AND PROVISIONS	
TOTAL FOR SCHEDULE A		
SCHEDULE B	VIP TOILETS	
C	SCHEDULE 1200C: EARTHWORKS	
GA	SCHEDULE 1200GA: CONCRETE (SMALL WORKS)	
TOTAL FOR SCHEDULE B		
SUMMARY OF SCHEDULES		
SCHEDULE A – PRELIMINARIES AND GENERALS		
SCHEDULE B – VIP TOILETS		
SUB – TOTAL (1)		
Add 10% CONTIGENCIES (The sum provided here is under the sole control of the Engineer and maybe deducted in whole or in part)		
SUB-TOTAL (2)		
Add 15% Value Added Tax (VAT)		
TOTAL CONSTRUCTION COST		

*****N.B:**

- PLEASE NOTE THAT THE QUANTITIES IN THE BILL AND THE PRICE OFFERED IN THE FORM OF OFFER DOES NOT REFLECT ACTUAL BUT WILL ONLY BE USED FOR EVALUATION PURPOSE
- ALL WORK TO BE MEASURE PRIOR COMMENCEMENT AND ON COMPLETION
- OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID

PART C3 SCOPE OF WORKS

PART C3: SCOPE of WORK

PART C3 SCOPE OF WORKS

SECTION A GENERAL

SECTION C SITE CLEARANCE

SECTION GA: CONCRETE (SMALL WORKS)

C3.1: DESCRIPTION OF THE WORK

C3.1 DESCRIPTION OF THE WORKS & BACKGROUND

The work to be done for Nkomazi Local Municipality under this contract involves the provision of VIP toilets to 270 households in New Villages (Schuizendal, Block B, Skhwahlane, Middleplaas)

C3.1.1 EMPLOYER'S OBJECTIVES

The employer's objective are:

- To deliver public infrastructure using labour-intensive methods for labour-intensive works. Labour-intensive works comprise the activities described in the Labour-intensive Specification. Such works shall be constructed using local workers who are temporarily employed in terms of this scope of work.
- To provide skills training to some community members as part of capacity building.
- Improve the health and hygiene.

C3.1.2 OVERVIEW OF THE WORKS

The work that must be executed under this Contract is to provide VIP toilets to 270 households.

C3.1.3 EXTENT OF WORKS

The households and number of VIP toilets to be build are listed in the table below:

No	Village Name	Number of VIP toilets
1	Schuizendal	50
2	Block B	120
3	Skhwahlane	50
4	Middleplaas	50
Total		270

C3.1.5 TEMPORARY WORKS

No specific temporary works are envisaged in the current design or planned execution of the works except where the Contractor may want to incorporate it as part of his work method.

C3.1.6 GENERAL INFORMATION**C3.1.6.1 DRAWINGS**

No drawings required, except where existing services are available, the technical department maintenance team will assist in identifying such.

C3.1.6 Construction Programme

The expected duration of the contract is 4 months, including special non-working days. However, the Due Completion Date will be calculated according to the contract document, GCC 2015, 2nd Edition from SAICE.

C3.1.7 Details of Plant Supervisory Staff

Within two weeks of receipt of notification of the acceptance, the Contractor shall provide the Employers Agent:

- a) A list of plant to be used on the contract together with the year of manufacture, power output, and registration number of such plant, and
- b) A list detailing the supervision to be used by the Contractor. The list shall provide the title of the supervisors (e.g. site agent, foreman, assistant foreman, etc.) and the number of persons on Site with these titles.

The Employer will ensure that sufficient work is planned to enable the Contractor's labour and plant to be reasonably well occupied and so enable the contractor to earn fair compensation throughout the period of the Contract.

The Employers Agent reserves the right to request changes to the programme of Work, and to request variations in the plant and labour complements on Site. The Employers Agent further has the prerogative to inspect the plant the Tenderer proposes for ratification.

C.3.1.7.3 The Working Day

For the purposes of this contract, a "working day" is defined as being 9 hours in length (excluding any breaks for meals or machine servicing) on Monday to Saturday, excluding public holidays. Work shall take place during daylight hours only.

Depending on the work load and the programme of works, the use of public holidays and Sundays for work shall be discussed beforehand and agreed on between parties.

C3.1.7 SITE FACILITIES AVAILABLE**C3.1.7.1 Source of Water Supply**

The Contractor shall make his own arrangements at his own cost for all water supplies required for completing the Works.

C3.1.7.2 Source of Power Supply

The contractor will be required to make his own arrangements for a supply of electricity and shall pay establishment and consumption costs at the tariffs ruling at the time.

C.3.1.7.3 Location of Camp and Depot

The Contractor will be permitted to locate his offices, workshops, latrines, etc. in positions approved by the Employer and Community Development Forum. The Contractor will be permitted to locate temporary structures which he may require anywhere on site provided permission is obtained through the PSC and from the relevant community. Temporary buildings and fencing are to be neat and presentable and the surrounding areas must at all times be kept in a neat, clean and orderly condition.

The Contractor must not cut down or damage any trees nor make any excavations without the written permission of the Engineer and will be required to restore the site to its original condition on completion of the Works.

All buildings and latrines shall be in accordance with the Local Authority and State Health regulations and shall be kept in a clean, sanitary condition to the satisfaction of the Engineer.

C3.1.8 SITE FACILITIES REQUIRED**C3.1.8.1 Engineer's Office**

No engineering office will be required.

C3.1.8.2 Laboratory Facilities

No testing laboratory is required on-site for use by the Engineer.

C3.1.8.3 Sanitary Facilities

All latrines shall conform to the requirement of the Local Authority. All sanitary fees and charges due under the Local Authority or State Health Regulations for bylaws shall be paid by the Contractor. Throughout the progress of the Contract, all latrines shall be maintained by the Contractor in a clean sanitary condition to the satisfaction of the Engineer.

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

C3.1.8.4 Housing Facilities

The Contractor will be required to provide decent housing facilities for the Engineer's representative close to the site.

C3.1.8.5 Name Board

The contractor will be required to erect a name board as per the specifications and details on the drawing attached to this document. The contractor will be allowed to remove the name board after a final completion certificate has been submitted by the Engineer. Payment would be made on the basis of 80% when the Name Board has been erected to the engineer's satisfaction and the remaining 20% would be paid in the final certificate. One name board would be required for this contract.

C3.1.9 FEATURES REQUIRING SPECIAL ATTENTION**C 3.1.9.1 Care, Damage and Protection of Existing Services**

The contractor shall so carry out all his operations as not to encroach on, or interfere with, trespass on, or damage adjoining lands, buildings, properties, road structures, pipelines, places and things, in the vicinity of the Works and so as not to interfere in any way with the smooth and continuous operation of the existing facilities.

C3.1.9.2 Location of Services

The Contractor's attention is drawn to the fact that information regarding any existing services given on the plans or in the documents is given in good faith and without guarantee. Provision is made for hand-proving of existing services

C3.1.9.3 *Blasting*

Will not be required.

C3.1.9.4 *Dealing with Water*

The Contractor shall be responsible for dealing with all water during construction from whatever source, and the cost of de-watering unless otherwise itemised in the Schedule of Quantities shall be deemed to be included in the tender price.

C3.1.9.5 *Health and Safety*

Annexure A, dealing with Health and Safety should be read in conjunction with this clause. The Contractor shall at all times ensure that his operations do not endanger any member of the public. As the area is adjacent to a residential area the Contractor shall take special precautions to prevent public access to any danger areas on the works.

C3.1.9.6 *Drawings*

Any information in the possession of the Contractor, which is necessary for the Engineer's Representative to complete his "as-built" drawings, must be submitted to the Engineer's Representative before a certificate of completion will be issued. The Contractor shall maintain a set of drawings with as-built details marked thereon during the contract.

C3.1.9.7 *Liaison with Community and Property Owners*

The contractor shall in his dealings with the communities affected by the project, work with the Project Steering Committee (PSC) which has been elected by the community where applicable. The PSC acts as a communication structure between the project and the community. The process of appointing the Community Liaison Officer (CLO) is also facilitated by the Social Facilitator together with the PSC. The CLO acts as a link between the contractor and the labourers and the PSC, and attends to all labour related issues. The CLO facilitates labour recruitment through the PSC. The CLO and the Executive structure of the PSC (Chairperson, Vice- Chairperson and the Secretary) attend monthly project progress report meetings (site) besides the PSC meetings attended by the full PSC. The CLO Appointment is not compulsory for the purpose of the tender but may be required from time to time.

The contractor must include in his rates the costs of attending and average of one meeting each month. The CLO is appointed for the period of physical construction, plus a period of 14 days prior to this period. The contractor will provide office and stationery to the CLO to be able to perform his or her duties. The Contractor shall prepare and facilitate the signing of the contract between the CLO and the contractor. Remuneration of the CLO R6500 per month for the period of employment and will change in accordance with change in rates from the Department of Labour.

A CLO who fails in the responsibilities he/she is given will be replaced following the procedures as stipulated in his or her contract with the contractor.

C3.1.9.8 *Employment of Local Labour*

It is a requirement of this Contract that local labour is employed wherever possible, and that the Contractor limits the use of non-local employees to key personnel only. Local labour shall be given “on-the-job” training in the various skills required on this contract. Written contracts shall be entered into with local labour.

The minimum task rate will be in accordance with Government Notice: R. 872 Basic Conditions of Employment Act (75/1997): Amendment of Sectoral Determination 2: Civil Engineering Sector.

A task is taken to be the amount of work which would be performed by a person working at an average pace through a work day of approximately 9 hours.

The PSC, or their substructures, the Labour Desk, will co-ordinate the recruitment of labour from the community. Where the PSC is not present, the CLO will oversee the labour recruitment.

C3.1.9.9 *Labour Intensive Activities*

The Contractor should endeavor to use labor in accordance with the Labor Intensive Specification. This is likely to include labor intensive methods for the some activities

C3.3.2 SUBCONTRACTING**C3.3.2.1 *Scope of mandatory subcontract works***

Mandatory subcontracting is not applicable in this contract. However, local subcontractors and should be considered provided they are capable. Local equipment's should be utilized in each ward provided they available.

C3.3.2.2 *Preferred subcontractors/suppliers*

Where possible, local subcontractors should be considered for sub contract work provided they are capable.

C3.3.2.3 *Subcontracting procedures*

The contractor is solely responsible for negotiating with local subcontractors.

C3.3.2.4 Attendance on subcontractors Not applicable.

C3.4 CONSTRUCTION**C3.4.1 WORKS SPECIFICATIONS**

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

C3.4.1.1

C3.4.1.2 National and International Standards

The SANS or BS Specifications and Codes of Practice shall apply for the construction of the Works.

Wherever any reference is made to the South African National Standards (SANS) and the British Standards Specification (BSS) in either these Bill of Quantities or the Specification of Materials and Methods to be used (OOG-001E), this reference shall be deemed to read "SANS or equivalent standard" and BS or equivalent standard" respectively. listed in section C3.4.1.1 of this document.

SECTION 1320: GENERAL REQUIREMENTS AND PROVISIONS

B1204 PROGRAMME OF WORK

(a) General requirements

Amend the word "network" in the fourth line of the first paragraph to read as "bar (Gantt) chart". Add the following after the third paragraph:

"The bar-chart programme to be provided by the contractor shall show the various activities in such detail as may be required by the engineer. Progress in terms of the programme shall be updated monthly by the contractor in accordance with the progress made by the contractor.

In compiling the programme of work, the contractor shall indicate and make due allowance for the following, as specified elsewhere in the contract documents:

- The requirements regarding the accommodation of traffic and areas that may be occupied at any time for construction purposes (as indicated on the drawings and specified in Section 1500 of the specifications)
- Requirements regarding the training of labourers and local contractors (LC's).
- The requirements for work to be undertaken by labourers and work to be undertaken by LC's.

(b) Programme of work for rehabilitation work

Amend the word "network" in the fourth line of the second paragraph to read as "bar (Gantt) chart".

B1205 WORKMANSHIP AND QUALITY CONTROL

Add the following to the third paragraph:

"The contractor shall provide a quality control file in which he will file all the test results of his quality control tests done. The engineer shall, however, undertake acceptance control tests for the judgement of workmanship and quality, without accepting any obligations vested with the contractor in terms of the contract with specific reference to quality of materials and workmanship.

Such acceptance control test done by the engineer shall not relieve the contractor of his obligations to maintaining his own quality control system."

Add the following at the end of this clause:

"The engineer shall, for the 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. 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."

B1206 THE SETTING-OUT OF WORK AND PROTECTION OF BEACONS

Add the following:

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

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

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

B1209 PAYMENT

(b) Rates to be inclusive

Add the following to the first paragraph:

"VAT shall be excluded from the rates and provided for as a lump sum in the Summary of the Bill of Quantities."

(e) Materials on site

Add the following:

"In addition, the engineer/project manager may at his sole discretion also allow payments under

"Materials on Site" in respect of any construction materials if stored off-site provided that:

- (a) The site selected for this purpose is approved by the engineer
- (b) Such land is physically separated from any production plant or operation
- (c) Only materials for use under this contract is stockpiled on such land
- (d) The contractor has provided proof of an agreement with the owner of such land that the owner has no claim whatsoever on any materials stockpiled on such land
- (e) Materials obtained by the contractor for or on behalf of emerging subcontractors (SMME's) shall remain the responsibility of the contractor after payment has been made in respect of materials on site."

B1213 VARIATION FROM SPECIFIED NOMINAL RATES OF APPLICATION OR NOMINAL MIX PROPORTIONS

Add the following to the first paragraph:

'For the purpose of determining tender rates, tenderers must take note that the nominal rates of application and mix proportions as provided for in the specifications, are amended in the project specifications and the tenderer must adjust his tender rates accordingly.'

B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

Add the following after the first paragraph of this clause:

"For the purposes of this contract, extension of time resulting from abnormal rainfall or other forms of inclement weather shall be determined according to the requirements of Method ii (critical-path method)."

Method (ii) (Critical-path method)

Delete "(based on a five-day working week)" in the fifth and sixth lines of the second paragraph of the description of this method.

Delete the last sentence of the second paragraph of the description of this method and replace with the following:

"The value of "n" shall be taken as three (3) working days per calendar month." Add the following after the last paragraph:

"Items of work on the critical path of the programme of work which are subject to climatic limitations shall also be considered for extension of time if such items of work are delayed by

e.g. cold weather, high winds or other inclement weather conditions.

In this regard, reference shall be made to weather limitations specified for the application of various bituminous products. However, for months during which seal- work cannot be undertaken in terms of the specifications, no extension of time shall be claimed for."

B1217 PROTECTION OF THE WORKS AND REQUIREMENTS TO BE MET BEFORE CONSTRUCTION OF NEW WORK ON TOP OF COMPLETED WORK IS COMMENCED

Add the following sub-clause:

"(h) No concrete kerbing or concrete drains directly adjoining the bituminous surfacing shall be constructed prior to the completion of the bituminous surfacing.

Concrete shall not be spilled on any of the adjoining bituminous surfacing. Where concrete is spilled, the contractor shall clean it thoroughly without applying any bituminous product over the spilled concrete spot."

B1224 THE HANDING-OVER OF THE ROAD RESERVE

Add the following:

"The total length of the road reserve between the specified limits of construction will be handed over to the contractor on the commencement date. Reference shall, however, be made to the requirements of section 1500 of these specifications where limitations in respect of work-areas are specified. In the event of the non-adherence by the contractor in terms of the mentioned specifications, the engineer shall withdraw such sections of the road reserve as may be justified to ensure suitable progress of the works or safe passage of traffic."

SECTION 1800: DAYWORK SCHEDULE

Add the following new section to the Standard Specifications: "B1801 SCOPE

This section covers the listing of daywork items for use in determining payment for work, which cannot be quantified in specific units in the schedule of quantities, or work ordered by the engineer during the construction period which was not foreseen at tender stage for which no applicable rate may exist in the schedule of quantities.

B1802 ORDERING OF DAYWORK

No daywork shall be undertaken unless the engineer issues a written order.

B1803 MEASUREMENT AND PAYMENT

The following daywork items appear under applicable sections in the schedule of quantities:

ITEM	DESCRIPTION	UNIT
B18.01	Personnel during normal working hours	
	(a) Unskilled	Hour (hr)
	(b) Semi-skilled	Hour (hr)
	(c) Skilled	Hour (hr)
	(d) Foreman	Hour (hr)
B18.02	Plant with operator (wet)	
	(a) Excavator	Hour (hr)
	(b) Pedestrian roller (Bomag BW90 or similar)	Hour (hr)
	(h) Water truck (5000 lit)	Hour (hr)
	(i) Tipper truck (10 m ³)	Hour (hr)
	(j) Tipper truck (6 m ³)	Hour (hr)
	(k) TLB (Cat 428 or similar)	Hour (hr)
	(p) Concrete mixer (300 litre)	Hour (hr)

ITEM	DESCRIPTION	UNIT
B18.03	Materials	
	(a) Procurement of materials	PC Sum
	(b) Contractors handling cost and profit	%

B18.04	Transport	
	(a) LDV	km

The unit of measurement shall in all cases be the hour (hr) spent as per engineer's order or approved otherwise, except for transport of labour, which is measured per kilometre travelled.

The tendered rates shall include full compensation for all cost items including plant, fuel, operator, overheads, head-office expenses and profits as described in sub-clause 45 of the GCC and shall be subject to contract price adjustment if applicable.

The normal percentage mark-up on daywork items in accordance with the general conditions of contract and stated in the appendix shall not be applicable on daywork items listed in the schedule of quantities. In the event of new daywork rates being requested for items not appearing in the schedule of quantities, then the stipulations of the general conditions of contract shall apply. (Clause 37.2).

Prior to the commencement of any work by the labourers described under item B18.01, the contractor must obtain written consent from the engineer regarding the classification of all labourers in terms of 'unskilled', 'semi-skilled' and 'skilled' labourers. The agreed-upon classification shall not be in terms of persons (labourers) available but labourers required for the identified task."

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

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PARTICULAR SPECIFICATIONS

SECTION OHS: OHSA 1993: HEALTH AND SAFETY SPECIFICATION

OHS 1 SCOPE

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

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2014, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHSA Agreement in Section (C1.4) of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHSA 1993 and the Construction Regulations 2014.

This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2014, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

☐ **Please insert the risks associated with the project here**

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessary covered in the above.

OHS 2 DEFINITIONS

For the purpose of this contract the following shall apply:

“Employer” where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as “client” as defined in the Construction Regulations 2014. “Employer” and “client” is therefore interchangeable and shall be read in the context of the relevant document.

(a) “Contractor” wherever used in the contract documents and in this specification, shall have the same meaning as “Contractor” as defined in the General Conditions of Contract.

In this specification the terms “principal contractor” and “contractor” are replaced with “Contractor” and “subcontractor” respectively.

For the purpose of this contract the Contractor will, in terms of OHSA 1993, be the mandatory, without derogating from his status as an employer in his own right.

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

OHS 3 TENDERS

The Contractor shall submit the following with his tender:

(a) a documented Health and Safety Plan as stipulated in Regulation 7 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2014 and will be subject to approval by the Employer;

(b) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2014;

(c) a declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.

(d) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

OHS 4 NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

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

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

The notification must be done in the form of the pro forma included under Section T2 (Forms to be Completed by Tenderer) of the tender document.

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

OHS 5 RISK ASSESSMENT

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 9 of the Construction Regulations 2014).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

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

OHS 6 APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

6.1 Health and Safety plan

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

6.2 Health and safety induction training

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

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

OHS 7 APPOINTMENT OF SAFETY PERSONNEL

7.1 Construction Supervisor

The Contractor shall appoint a full-time Construction Supervisor with the duty of supervising the performance of the construction work.

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

7.2 Construction safety officer

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time Construction Safety Officer if so, decided by the client. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

7.3 Health and safety representatives

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

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

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

7.4 Health and safety committee

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

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

7.5 Competent persons

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

- (a) Risk assessment and induction training as described in Regulation 9 of the Construction Regulations;
- (b) Fall protection as described in Regulation 10;

- (c) Structures described in Regulation 11;
- (d) Temporary works described in Regulation 12;
- (e) Excavation described in Regulation 13;
- (f) Demolition work described in Regulation 14;
- (g) Tunnelling as described in Regulation 15;
- (h) Scaffolding as described in Regulation 16;
- (i) Suspended platforms as described in Regulation 17;
- (j) Rope Access Work as described in Regulation 18;
- (k) Material hoists as described in Regulation 19;
- (l) Bulk mixing plant as described in Regulation 20;
- (m) Explosive actuated fastening device as described in Regulation 21;
- (n) Cranes as described in Regulation 22;
- (o) Construction vehicle and mobile as described in Regulation 23;
- (p) Electrical installations and machinery of construction sites as described in Regulation 24;
- (q) Use and temporary storage of flammable liquids on construction sites as described in Regulation 25;
- (r) Water environments as described in Regulation 26;
- (s) Housekeeping and general safeguarding on construction sites as described in Regulation 27;
- (t) Stacking and storage on construction sites as described in Regulation 28;
- (u) Fire precautions on construction sites as described in Regulation 29, and
- (s) Construction employees' facilities as described in Regulation 30.

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

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

OHS 8 RECORDS AND REGISTERS

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

- (a) A copy of the OHSA 1993 Construction Regulations 2014;
- (b) A copy of this Health and Safety Specification;
- (c) A copy of the Contractor's Health and Safety Plan (Regulation 7);

- (d) A copy of the Notification of Construction Work (Regulation 4);
- (e) A health and safety file in terms of Regulation 5(1)(b) with inputs by the Construction Safety Officer (Regulation 7(1));
- (f) A copy of the risk assessment described in Regulation 9;
- (g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 10;
- (h) Drawings pertaining to the design of structures (Regulation 11(1)(c)) and formwork and support work structures (Regulation 12) must be kept on site;
- (i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 13);
- (j) A copy of the certificate of the system design for suspended platforms (Regulation 17(2)(b));
- (k) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 19(5));
- (l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 19(8));
- (m) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 20(8));
- (n) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 19(2));
- (o) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 23(1)(k)).

OHS 9 CONTRACTORS RESPONSIBILITIES

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2014.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2014, and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

(a) Contractor's position in relation to the Employer (Client) (Regulation 5)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

(b) The Principal Contractor and Contractor (Regulation 7)

The Contractor is in terms of the definition in Regulation 1 the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 7.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety.

An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2014.

(c) Supervision of construction work (Regulation 8)

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

(d) Risk assessment (Regulation 9)

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

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

(e) Fall protection (Regulation 10)

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

(f) Structures (Regulation 11)

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

In addition the Contractor shall comply with all aspects of Regulation 11 of the Construction Regulations.

(g) Temporary works (Regulation 12)

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

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

The provisions of Regulation 12 of the Construction Regulations shall be followed in every detail.

(h) Excavation work (Regulation 13)

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

Supervision by a competent person will not relieve the Contractor from

any of his duties and responsibilities under Regulation 13 of the Construction Regulations.

(i) Demolition work (Regulation 14)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 14 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

(j) Tunnelling (Regulation 15)

The Contractor shall comply with Regulation 15 wherever tunnelling of any kind is involved.

(k) Scaffolding (Regulation 16)

The Contractor shall ensure that all the provisions of Regulation 16 of the Construction Regulations are complied with. [Note: Reference in the Regulations to “Section 44 of the Act” should read “Section 43 of the Act”].

(l) Suspended platforms (Regulation 17)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all work related to suspended platforms are done in accordance with Regulation 17 of the Construction Regulations.

(m) Rope Access Work (Regulation 18)

Where rope access work is required on the construction site, the Contractor shall comply with Regulation 18.

(n) Material Hoists (Regulation 19)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 19 to the letter.

(o) Batch plants (Regulation 20)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 20. The Contractor shall ensure that the General Safety Regulations (2003), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

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

(p) Explosive powered tools (Regulation 21)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 21 are complied with.

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

(q) Cranes (Regulation 22)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

(r) Construction vehicles and mobile plant (Regulation 23)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 23.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

(s) Electrical installation and machinery on construction sites (Regulation 24)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 24.

(t) Use of temporary storage of flammable liquids on construction sites (Regulation 25)

The Contractor shall comply with the provisions of the General Safety Regulations (2003) and all the provisions of Regulation 25 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(u) Water environments (Regulation 26)

Where construction work is done over or in close proximity to water, the provisions of Regulation 26 shall apply.

(v) Housekeeping on Construction sites (Regulation 27)

Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 27 of the Construction Regulations.

(w) Stacking and storage on construction sites (Regulation 28)

The provisions for the stacking of articles contained in the General Safety Regulations (2003) as well as all the provisions Regulation 28 of the Construction Regulations shall apply.

(x) Fire precautions on construction sites (Regulation 29)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 29 of the Construction Regulations.

(y) Construction employees' facilities (Regulation 30)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (2004) and the provisions of Regulation 30 of the Construction Regulations.

(z) Non-compliance with the Construction Regulations 2014

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects. The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 30 as listed in Regulation 33, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 33.

The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

OHS 10 MEASUREMENT AND PAYMENT**10.1 Principles**

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.

(a) Safety personnel

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses 7.1 to 7.5 shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

(b) Records and Registers

The keeping of health and safety-related records and registers as described in paragraph 8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

**AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY
ACT NO 85 OF 1993**

THIS AGREEMENT is made between.....

(hereinafter called the EMPLOYER of the one part, herein represented by:

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

in his capacity as:

..... AND:

(hereinafter called the CONTRACTOR) of the other part, herein represented by

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

in his capacity as:..... duly authorised to sign
on behalf of the Contractor.

WHEREAS the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement
between the CONTRACTOR and the EMPLOYER in respect of
CONTRACT:.....

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in
terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as
amended by OHSA Amendment Act No 181/1993 (hereinafter referred to as the ACT);

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at for and on behalf of the CONTRACTOR

on this the day of 20.....

SIGNATURE:.....

NAME AND SURNAME:.....

CAPACITY:.....

WITNESSES: 1.

2.

Thus signed at for and on behalf of the EMPLOYER on this

the day of 20.....

SIGNATURE:.....

NAME AND SURNAME:.....

CAPACITY:.....

WITNESSES: 1.....

2.....

CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHS Act 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS Act 1993 Construction Regulations 2014.

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

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2014.

2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.

3. I propose to achieve compliance with the Regulations by one of the following:

(a) From my own competent resources as detailed in 4(a) hereafter *Yes /
No

(b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter *Yes / No

(c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter *Yes /
No

(* = delete whatever is not applicable)

4. Details of resources I propose:

(Note: Competent resources shall include safety personnel such as a construction supervisor and

construction safety officer as defined in Regulation 8, and competent persons as defined in Regulations 9-29, (all or individual regulations) as applicable to this contract)

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

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

(i) By whom will training be provided?

.....

(i) When will training be undertaken?

(ii) List the positions to be filled by persons to be trained or hired:

.....

.....

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

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.

7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS Act 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.

8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHS Act 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE: DATE:

(of person authorised to sign on behalf of the Tenderer)

**PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY
ACT 1993, CONSTRUCTION REGULATIONS 2014**

[This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2014, to the office of the Department of Labour]

NOTIFICATION OF CONSTRUCTION WORK

1. (a) Name and postal address of principal contractor.

(b) Name and tel. pf principal contractor's contact person:

2. Principal contractor's compensation registration number:

3. (a) Name and postal address of client :

(b) Name and tel. no of clients contact person or agent:

4. (a) Name and postal address of designer (s) for the project:

(b) -----

5. Name and telephone number of principal contractor's sub- ordinate

supervisor onsite appointed in terms of Regulation 8 (1).

6. Name /s of principal contractor’s sub- ordinate supervisor on sire appointed in terms of Regulation 8 (2)

7. Exact physical address of the construction site or site office:

8. Nature of the construction work:

9. Expected commencement date:

10. Expected completion date:

11. Estimated maximum number of persons on the construction site.

Total:_____ **Male:**_____ **Female**

12. Planned number of contractors on the construction:
13. Name (s) of contractors already selected

Principal
Contractor

Date

Client's Agent
(where
applicable)

Date

Client

Date

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information: specification.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance Security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

		7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract. 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
8. Inspections, tests and analysis	8.1 All pre-bidding testing will be for the account of the bidder. 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department. 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned. 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser. 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier. 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected. 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause	

23 of GCC.

9. Packing	9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit. 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
10. Delivery and docume	10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC. 10.1 Documents to be submitted by the supplier are specified in SCC.
11. insurance	11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
12. insurance	11.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
13. insurance	13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
14. insurance	14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

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

15. insurance

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. insurance

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and

	services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
18.Contract Amendments	18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
19. Assignment	19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. Subcontractors	20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the supplier's performance	21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority. 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available. 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties. 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
22. Penalties	22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or

23. Termination for default

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

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

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

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

- (i) the name and address of the supplier and / or person

	restricted by the purchaser; (ii) the date of commencement of the restriction (iii) the period of restriction; and (iv) the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector. 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
24. Anti-dumping and countervailing duties and rights	24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
25. Force Majeure	25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
26. Termination insolvency	26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of	27.1 If any dispute or difference of any kind whatsoever arises

disputes	between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. 27.5 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.
28. Limitation of Liabilities	28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment
29. Governing Language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services

33. National Industry
Participation (NIP)
programmes

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

CONTRACT NUMBER: NKO 34/2023



**CONSTRUCTION OF 270 VIP TOILETS IN VARIOUS NEW VILLAGES (SCHULZENDAL,
BLOCK B, SKHWAHLANE, MIDDLEPLAAS) IN NKOMAZI LOCAL MUNICIPALITY (PHASE 5)**

BOOK OF DRAWINGS

JUNE 2023

ISSUED ON BEHALF OF:



Nkomazi Local Municipality
Private Bag X 101
Malelane, 1320
South Africa

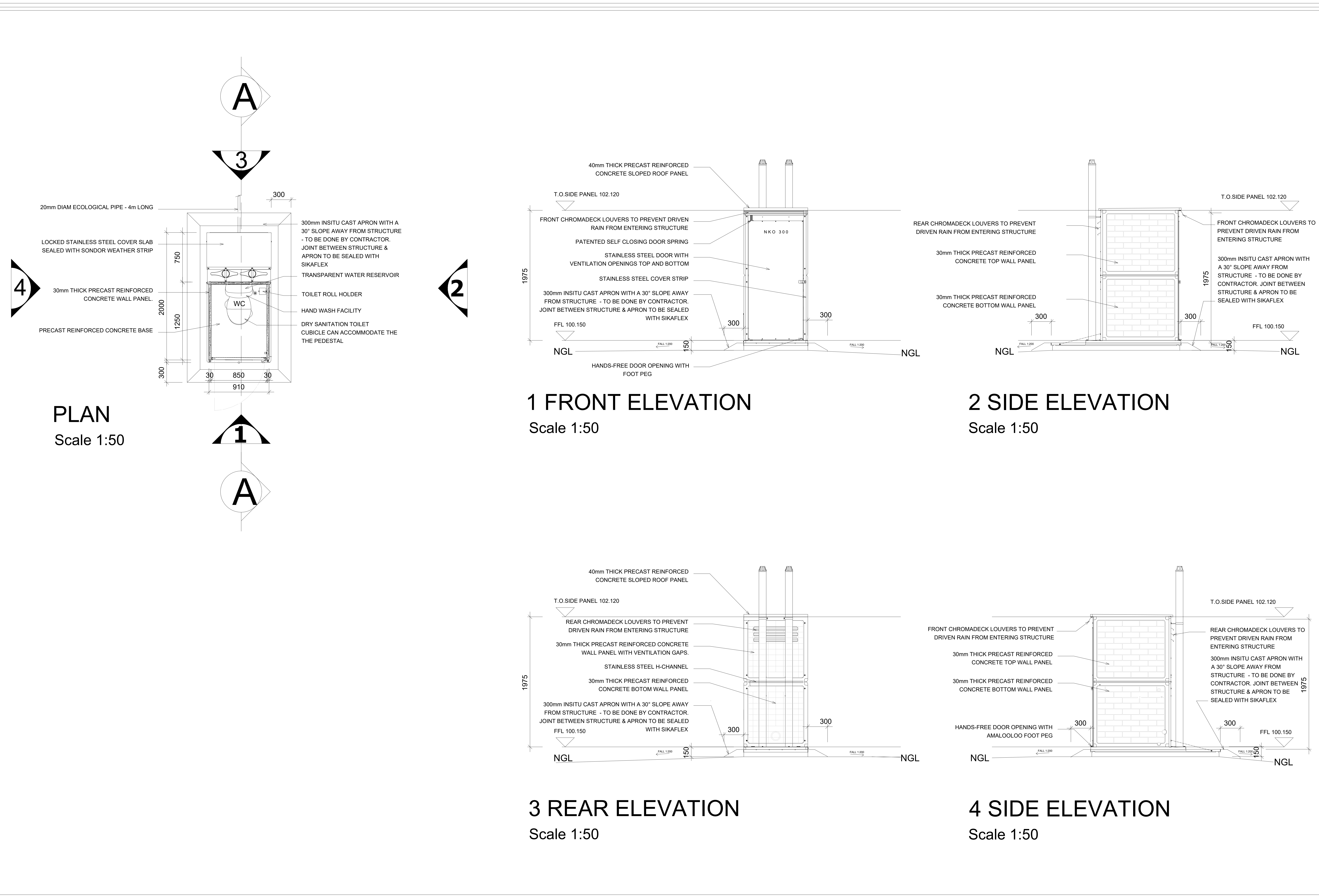
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ISSUED BY:



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- NOTES AND SPECIFICATIONS
- GENERAL
- SUPERSTRUCTURE AND SUBSTRUCTURE:**
- MANUFACTURED FROM HIGH QUALITY REINFORCED CONCRETE PANELS WITH A MINIMUM 28 DAY STRENGTH OF 40 MPA
 - OUTSIDE PANELS IS OF A DENSE SMOOTH FINISH TO PREVENT WATER PENETRATION.
 - THE PANELS CAN SAFELY AND EASILY BE HANDLED BY MEN AND WOMEN.
 - EXTERNAL AND INTERNAL FINISH OF THE PANELS IS OF A SMOOTH AESTHETIC APPEAL WITH A DESIGN PATTERN.
 - THE ROOF PANEL SLOPES TO THE BACK OF THE UNIT AND IS PROVIDED WITH A WATER DRIP IN THE FRONT.
 - THE BASE PANEL IS PROVED WITH A NON-SLIP ENTRANCE GROOVE FOR ENHANCED SAFETY AND INCLUDED COMPONENTS TO FASTEN THE PEDESTAL FIRMLY TO THE SLAB. THE BASE PANEL AND COLLAR THICKNESS IS 80mm.
 - TOP BACK PANEL PROVIDES FOR VENTILATION.
 - THE COVER SLAB PROVIDES FOR EASY ACCESS AND INSPECTION OF THE SUBSTRUCTURE.
 - THE DOOR DESIGN ALLOWS FOR EFFECTIVE VENTILATION ON TOP AND PREVENTS THE INGRESS OF DIRT, RODENTS ETC. AT THE BOTTOM.
 - AN EXTERNAL BLACK, UV TREATED PVC VENT PIPE 110mm DIAMETER THAT IS SECURED WITH A NON CORROSIVE BRACKET THAT EXTENDED 650mm ABOVE THE ROOF.
 - ALL OF THE COMPONENTS AND ACCESSORIES IS OF NON CORROSIVE MATERIAL.
 - PANEL DESIGN ALSO PROVIDES FOR THE CONVERSION OF A DRY TOILET TO A WATERBORNE TOILET WITHOUT ANY STRUCTURAL CHANGES.
 - THE SUBSTRUCTURE DESIGN IS UN-COLLAPSIBLE
 - COWL AND GAUZE AT THE VENT PIPES PREVENTS ODOURS AND FLIES.

CLIENT:



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PUBLIC WORKS AND TRANSPORT:

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NAME	Prof. Reg. No.	SIGNATURE	DATE
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DIRECTOR: ROADS AND STORMWATER:

NAME	Prof. Reg. No.	SIGNATURE	DATE
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PROJECT MANAGER:

NAME	Prof. Reg. No.	SIGNATURE	DATE
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CONSULTANT DETAILS:



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NAME:.....	Prof. Reg. No:.....
SIGNATURE:.....	SIGNATURE:.....

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SIGNATURE:.....	SIGNATURE:.....

CHECKED:

NAME:.....	Prof. Reg. No:.....
SIGNATURE:.....	SIGNATURE:.....

DESIGN OFFICE APPROVAL:

NAME:.....	Prof. Reg. No:.....
SIGNATURE:.....	SIGNATURE:.....

AMENDMENTS:		
NR.	DATE	REVISION DETAIL
00	11 May 23	ISSUED FOR INFORMATION

PROJECT DETAILS:

PROJECT TITLE:
CONSTRUCTION OF TOILETS IN VARIOUS OLD VILLAGES IN NKOMAZI LOCAL MUNICIPALITY (PHASE 5)

DRAWING TITLE:
SINGLE PIT VIP TOILET LAYOUT, SHEET 1 OF 3

DRAWING NUMBER:
28-2023-BM-SP-01

00
REVISION

PROJECT STATUS:

☐ CONCEPT DRAWING	☒ TENDER DRAWING	☐ APPROVED FOR CONSTRUCTION DRAWING	☐ AS BUILT DRAWING
CONTRACT No.: NK028/2023	PROJECT No.: 28 / 2023 VIIC	DATE: 11 MAY 2023	SCALE: NTS
ORIGINAL PAPER SIZE: A1	CO-ORDINATE SYSTEM: WGS84/31	SHEET NO: 1 OF 3	

NOTES AND SPECIFICATIONS

GENERAL

SUPERSTRUCTURE AND SUBSTRUCTURE:

1. MANUFACTURED FROM HIGH QUALITY REINFORCED CONCRETE PANELS WITH A MINIMUM 28 DAY STRENGTH OF 40 MPA
2. OUTSIDE PANELS IS OF A DENSE SMOOTH FINISH TO PREVENT WATER PENETRATION.
3. THE PANELS CAN SAFELY AND EASILY BE HANDLED BY MEN AND WOMEN.
4. EXTERNAL AND INTERNAL FINISH OF THE PANELS IS OF A SMOOTH AESTHETIC APPEAL WITH A DESIGN PATTERN
5. THE ROOF PANEL SLOPES TO THE BACK OF THE UNIT AND IS PROVIDED WITH A WATER DRIP IN THE FRONT.
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11. ALL OF THE COMPONENTS AND ACCESSORIES IS OF NON CORROSIVE MATERIAL.
12. PANEL DESIGN ALSO PROVIDES FOR THE CONVERSION OF A DRY TOILET TO A WATERBORNE TOILET WITHOUT ANY STRUCTURAL CHANGES.
13. THE SUBSTRUCTURE DESIGN IS UN-COLLAPSIBLE
14. COWL AND GAUZE AT THE VENT PIPES PREVENTS ODOURS AND FLIES.

A

DOOR SELF CLOSING SPRING
A UNIQUE, PATENTED HIGHLY SUSTAINABLE & ADJUSTABLE DOOR CLOSURE MECHANISM TO KEEP THE DOOR ALWAYS CLOSED, PROTECTING IT AGAINST SEVERE WEATHER CONDITIONS

STAINLESS STEEL DOOR
STURDY DESIGN
SUSTAINABLE AND NON CORROSIVE
PREVENTS RODENTS, INSECTS AND INGRESS OF DIRT
ESSENTIAL FOR PRIVACY & DIGNITY

C

HANDS FREE DOOR OPENING
WITH THE FOOT PEG
YOU CAN OPEN THE DOOR WITH YOUR FOOT, AVOIDING TOUCHING THE HANDLE

D

STAINLESS STEEL FIXING PLATE
VENT PIPES CANNOT BE STOLEN OR REMOVED THEREFORE ENSURES SUSTAINABLE AIRFLOW AND NO ODORS

E

STAINLESS STEEL TORX-PIN BOLTS
STAINLESS STEEL COVER SLAB IS SECURELY FIXED WITH STAINLESS STEEL ANTI-TAMPER TORX PIN BOLTS

STAINLESS STEEL COVER SLAB
EASY AND SAFE ACCESS FOR MAINTENANCE OF SUB-STRUCTURE

B

COVER SLAB LOCKING
SAFE SECURING OF COVER SLAB WITH TORX PIN ANTI-TAMPER BOLTS
ENSURE SAFETY OF HOUSEHOLDS ESPECIALLY CHILDREN
NO CHILDREN CAN FALL INTO THE BOTTOM STRUCTURE
STAINLESS STEEL(NON CORROSIVE)

B

UV PROTECTED BLACK VENT PIPE
INCREASING TEMPERATURE ON THE VENT PIPE IS EXTRACTING HOT AIR FROM THE BOTTOM STRUCTURE RESULTING IN A ONE WAY AIRFLOW AND NO ODORS

SLOPED ROOF
ROOF SLOPES TO THE BACK FOR WATER FLOW

VENTILATION HOLES
ENSURES PROPER VENTILATION INSIDE THE UNIT

RESERVOIR TANK LID
SEALED LID TO KEEP WATER CLEAN

TRANSPARENT WATER RESERVOIR
TRANSPARENT TO SEE THAT WATER AND TANK IS CLEAN
WATER RESERVOIR FOR WASHING HANDS INSIDE THE TOILET UNDER RUNNING WATER WITH SOAP

TAP
TAP FOR CONTROLLED WATER USAGE

STAINLESS STEEL CHANNEL
PROVIDES FOR FAST AND EASY ASSEMBLY
CONTRIBUTES TO A STURDY STRUCTURE

PEDESTAL LID
DESIGNED TO PROVIDE FOR SUFFICIENT FRESH AIR FLOW IN THE CLOSED POSITION RESULTING IN NO ODORS

PEDESTAL WITH INTEGRATED CHILD SAFETY SEAT
PEDESTAL PROMOTE HEALTH & HYGIENE
PEDESTAL DIMENSIONS PREVENTS CHILDREN TO FALL INTO THE PEDESTAL
FIRST SEPARATION OF FLUIDS AT SOURCE WITHIN THE PEDESTAL
NO OVERHANGS OR EDGES FOR INSECTS TO BREED
DIGNIFIED SEPARATING DESIGN

PEDESTAL STRUCTURE WITH BOLTS AND HAVING 100% CHILD SAFETY FEATURES

2.7m UV RESISTANT BLACK VENT PIPES WITH VENT COWL & GAUZE
PREVENTING FOREIGN OBJECTS & FLIES TO ENTER THE VENT PIPE

LOCKING DEVICE-DESIGN PROVIDES PRIVACY & SAFETY
CHILD FRIENDLY
EASY AND SAFE TO USE BY CHILDREN & ADULTS AND CHILDREN
STAINLESS STEEL (NON CORROSIVE)

UNIQUE LOCKING METHOD
A PERSON CANNOT BE LOCKED IN FROM THE OUTSIDE WHEN THE TOILET IS IN USE
STAINLESS STEEL (NON CORROSIVE)

TOILET ROLL- & HOLDER
ACCESS TO TOILET PAPER INSIDE THE TOILET

HAND WASH FACILITY
WASHING OF HANDS INSIDE THE TOILET UNDER RUNNING WATER WITH SOAP
PREVENTS SPREADING OF BACTERIA
PROMOTES PERSONAL HYGIENE

CISTERN WITH OVERFLOW
PART OF HAND WASH FACILITY

SQUEEZE BOTTLE
FOR PEDESTAL CLEANING WITH MINIMAL VOLUME OF WATER

TOILET BRUSH
FOR PEDESTAL CLEANING

CHILD SAFETY SEAT
LID FOLDS AND LOCATE IN SEAT FOR SECURE USE BY CHILDREN
A SENSE OF SAFETY IS IMPORTANT WHEN USED BY CHILDREN

CLIENT:



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PUBLIC WORKS AND TRANSPORT:

DIRECTOR: INFRASTRUCTURE PROVISION:

NAME Prof. Reg. No. SIGNATURE DATE

DIRECTOR: ROADS AND STORMWATER:

NAME Prof. Reg. No. SIGNATURE DATE

PROJECT MANAGER:

NAME Prof. Reg. No. SIGNATURE DATE

CONSULTANT DETAILS:



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DESIGN OFFICE APPROVAL:

NAME: Prof. Reg. No. SIGNATURE:

SIGNATURE:

AMENDMENTS:

NR.	DATE	REVISION DETAIL
00	11 May 23	ISSUED FOR INFORMATION

PROJECT DETAILS:

PROJECT TITLE:

CONSTRUCTION OF TOILETS IN VARIOUS OLD VILLAGES IN NKOMAZI LOCAL MUNICIPALITY (PHASE 5)

DRAWING TITLE:

SINGLE PIT VIP TOILET DETAILS, SHEET 2 OF 3

DRAWING NUMBER:

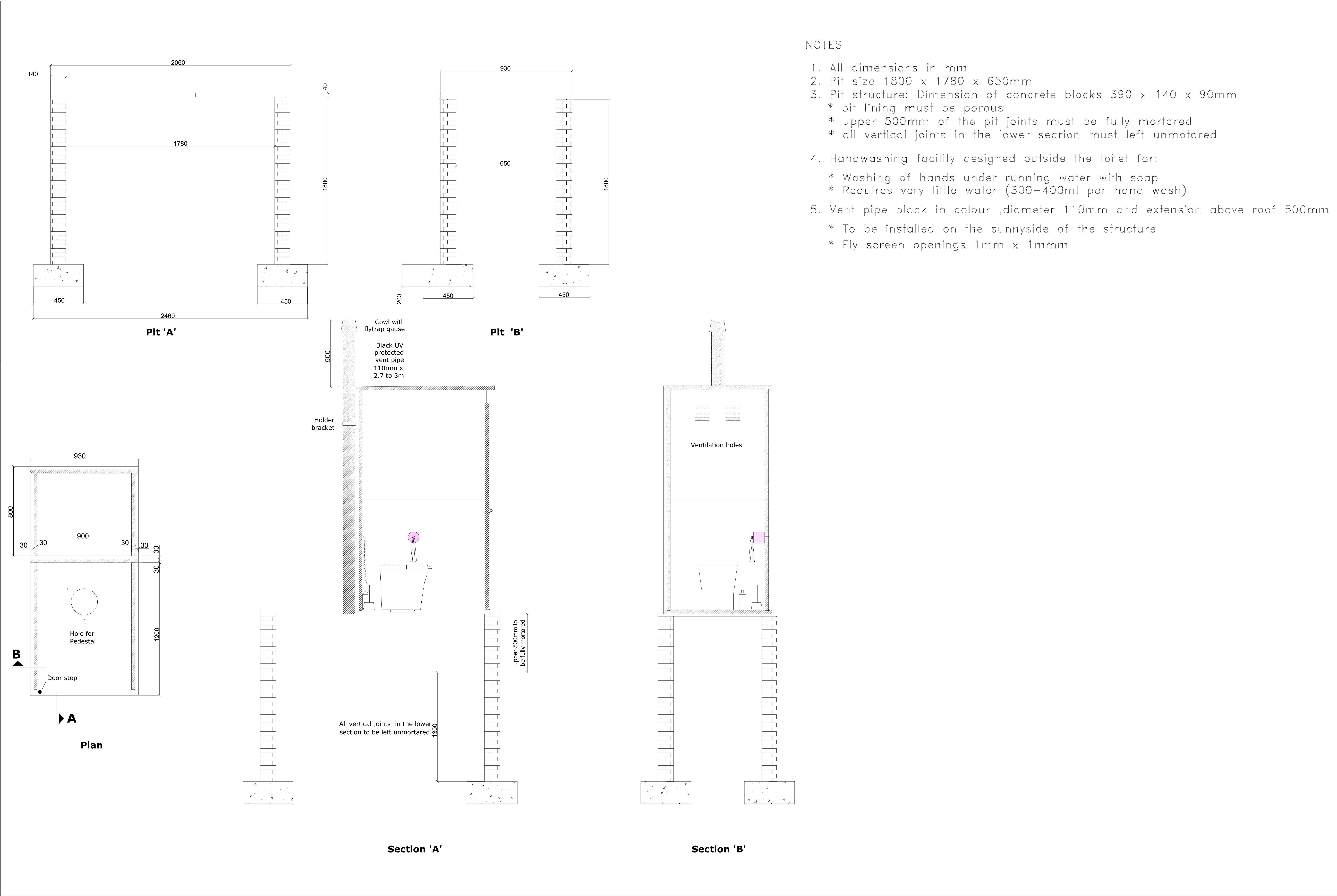
28-2023-BM-SP-02

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REVISION

PROJECT STATUS:

☐ CONCEPT DRAWING	☒ TENDER DRAWING	☐ APPROVED FOR CONSTRUCTION DRAWING	☐ AS BUILT DRAWING
CONTRACT No.: NK028/2023		PROJECT No.: 28 / 2023 VIIC	
DATE: 11 MAY 2023		SCALE: NTS	CO-ORDINATE SYSTEM: WGS84/31
ORIGINAL PAPER SIZE: A1		SHEET NO.: 2 OF 3	



NOTES AND SPECIFICATIONS

GENERAL

SUPERSTRUCTURE AND SUBSTRUCTURE:

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NOTES

- All dimensions in mm
- Pit size 1800 x 1780 x 650mm
- Pit structure: Dimension of concrete blocks 390 x 140 x 90mm
 - pit lining must be porous
 - upper 500mm of the pit joints must be fully mortared
 - all vertical joints in the lower section must left unmortared
- Handwashing facility designed outside the toilet for:
 - Washing of hands under running water with soap
 - Requires very little water (300–400ml per hand wash)
- Vent pipe black in colour ,diameter 110mm and extension above roof 500mm
 - To be installed on the sunnyside of the structure
 - Fly screen openings 1mm x 1mm

CLIENT:



NKOMAZI LOCAL MUNICIPALITY
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DIRECTOR: INFRASTRUCTURE PROVISION:

NAME Prof. Reg. No. SIGNATURE DATE

DIRECTOR: ROADS AND STORMWATER:

NAME Prof. Reg. No. SIGNATURE DATE

PROJECT MANAGER:

NAME Prof. Reg. No. SIGNATURE DATE

CONSULTANT DETAILS:



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NAME: Prof. Reg. No.:
SIGNATURE: SIGNATURE:

DESIGN OFFICE APPROVAL:

NAME: Prof. Reg. No.:
SIGNATURE: SIGNATURE:

AMENDMENTS:		REVISION DETAIL
NR.	DATE	
00	11 May 23	ISSUED FOR INFORMATION

PROJECT DETAILS:

PROJECT TITLE:
CONSTRUCTION OF TOILETS IN VARIOUS OLD VILLAGES IN NKOMAZI LOCAL MUNICIPALITY (PHASE 5)

DRAWING TITLE:
SINGLE VIP, PIT DETAILS, SHEET 3 OF 3

DRAWING NUMBER:
28-2023-BM-SP-03

00
REVISION

PROJECT STATUS:

CONCEPT DRAWING TENDER DRAWING APPROVED FOR CONSTRUCTION DRAWING AS BUILT DRAWING

CONTRACT No.: NKO28/2023 PROJECT No.: 28 / 2023 VIIC

DATE: 11 MAY 2023 SCALE: NTS CO-ORDINATE SYSTEM: WGS84/31

ORIGINAL PAPER SIZE: A1 SHEET NO: 3 OF 3