



DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY

DEPARTMENT OF ENGINEERING SERVICES

CONSTRUCTION OF CABAZI COMMUNITY HALL INWARD

4

BID NO: PWBS- B005/21/22

BID DOCUMENT

NAME OF BIDDER:

BID AMOUNT:

TEL NUMBER:

FAX NUMBER:

CIDB REGISTRATION NO:

DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY
Directorate: Public Works and Basic Services
PO Box 62
CREIGHTON
3263

Tel: (039) 833 1038

Fax: (039) 833 1179

MGAMULE CONSULTING ENGINEERS
29 Convent Road
LADYSMITH
3370

Tel: (036) 631 2298

Fax: (036) 631 2331



TENDER CLOSES ON 09th July 2021 @ 12h00





DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY

DEPARTMENT OF PUBLIC WORKS AND BASIC SERVICES

CONSTRUCTION OF CABAZI COMMUNITY HALL IN WARD 4

CONTRACT NO: PWBS- B005/21/22

SECTION 1

SUMMARY INFORMATION



TABLE OF CONTENTS

- 1.1. BID SUMMARY
- 1.2. BID ADVERTISEMENT
- 1.3. Locality Map
- 1.4. list of contract documents

CONSTRUCTION OF CABAZI COMMUNITY HALL IN WARD 4

CONTRACT NO: PWBS- B005/21/22

BID SUMMARY

Name of Bidder : _____

Bid Price : _____

Time for Completion (Calendar Weeks) : _____

Has any alterations been made : Yes / No *

Has an alternative bid been submitted : Yes / No *

Did the Bidder attend official site inspection : Yes / No *

* Delete whichever is not applicable.

In the event of any conflict between the data given above and the data given in the Bid Form, Contract Data and other relevant portions of the Procurement Document, the data given in the Bid Form, Contract Data and other relevant portions of Procurement Document shall apply.

Signature of Bidder : _____

Date : _____



CONSTRUCTION OF CABAZI COMMUNITY HALL IN WARD 4

CONTRACT NO: PWBS- B005/21/22

1. BID INVITATION

Bids are hereby invited from suitably qualified and experienced service providers for construction of projects as reflected on the table below. This bid will be evaluated in terms of the 80/20 and functionality, Preferential Procurement Point system and the points will be allocated as follows. 80 – Price, 20 - BBEE.

2. PRE-QUALIFICATION

The Municipality will only accept bids from bidders who are level 1 contributor B-BBEE level.

3. DOCUMENTS

NB: There is a compulsory virtual briefing session on the date and time as indicated on the table below:

Pls find link below

https://teams.microsoft.com/l/meetup-join/19:meeting_NmVhNzAwZjltMmVmMC00ODRiLWIwNDMtZWRIZDA3MzNkODJm@thread.v2/0?context=%7B%22Tid%22:%22d18f9857-7272-48e7-b03a-a2faa99cfcfd%22,%22Oid%22:%22955b3163-a703-4a1c-9417-3bf3f74c55f3%22%7D

PROJECT NAME	CONTRACT NO.	CIDB GRADING	COMPLUSOR Y BRIEFING DATE	CLOSING DATE
Construction of Cabazi Community Hall	PWBS-B005/21/22	3 GB or higher, 2 GB PE will not be considered	24th June 2021 (Link)	09 th July 2021 @ 12h00

Bid Documents will be made available at Creighton Offices; the cost of bid document will be **R437-00 per document** which is non-refundable from **21st June 2021** during office hours until **24th June 2021**. Only cash or bank guaranteed cheques will be accepted, all cheques must be made out to Dr Nkosazana Dlamini. An electronic copy is available on our website (www.ndz.gov.za) for **FREE**

4. THE FOLLOWING ARE MANDATORY

- Valid tax clearance certificate or Tax Compliance Status PIN
- Submit proof that the bidders and its directors are not owing municipal services.
- Copy of a certificate of Company Registration with the Registrar of Companies and CC's (CK).
- Certified copy of B-BBEE certificate / Certified Affidavit
- Certified copies of ID's.
- Form of offer
- MDB 1, 4, 6, 2, 8, 9 and Annexure C, D, E
 - Registration with CSD



- Proof of virtual briefing meeting attendance.
- CIDB Grading Certificate – 3GB or above

N.B: The stipulated minimum threshold for local production and content for this bid is as following:

Project Name	Industry/sector/sub-sector	Minimum threshold for local content
Construction of Cabazi Community Hall	• Clothing, Textile, leather and foot wear. • Furniture • PVC pipe • Steel product and components for Construction • Telecom and Electrical Cabling	100% 65 - 100% 100% 100% 90%

Only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

5. BID ENQUIRIES

N.B: All enquiries must be in writing and be directed to the following emails:

mngadis@ndz.gov.za

holiwen@ndz.gov.za

dlaminiz@ndz.gov.za

- Procedure related enquires: Miss N. Holiwe
- Technical Enquiries: Mr S.V Mngadi/ Mr Z. Dlamini

Dr Nkosazana Dlamini Zuma Municipality Tel No: (039) 833 1038

P O Box 62

Fax No.: (039) 833 1179

Creighton

3263

6. CLOSING DATE

The closing date for the bid is as indicated on the table above. Bids must be enclosed in **SEALED ENVELOPES** and addressed to the Municipal Manager, Dr Nkosazana Dlamini Zuma Municipality with the following information clearly marked on the outside of each envelope.

Bids must be deposited in the Bid box at the offices of Dr Nkosazana Dlamini Zuma Municipality in Creighton before the closing date and time. Late tenders will **NOT** be



considered.

NB: The offers must remain valid for 90 days from the closing date for submission of bids

Dr Nkosazana Dlamini Zuma Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or any part of the Bid.

Mr. N.C. Vezi
MUNICIPAL MANAGER



INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)

BID NUMBER:	PWBS – B005/21/22	CLOSING DATE:	09 TH July 2021	CLOSING TIME:	12:00
DESCRIPTION	CONSTRUCTION CABAZI COMMUNITY HALL				

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 (Dr NDZ Main Offices at Main street, Creighton 3263)

MAIN STREET					
CREIGHTON, 3263					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES ENCLOSE PROOF]		2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	
				☐ Yes ☐ No [IF ANSWER YES, PART B:3]	
3. TOTAL NUMBER OF ITEMS OFFERED				4. TOTAL BID PRICE	
				R	
5. SIGNATURE OF BIDDER				6. DATE	
7. CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	BTO		CONTACT PERSON	PWBS	
CONTACT PERSON	Miss N Holiwe		TELEPHONE NUMBER	039 833 1039	
TELEPHONE NUMBER	039 833 1039		FACSIMILE NUMBER		
FACSIMILE NUMBER	086 583 235		E-MAIL ADDRESS	dlaminiz@ndz.gov.za	
E-MAIL ADDRESS	holiwen@ndz.gov.za			mngadis@ndz.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, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐
YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



LOCALITY MAP





LIST OF CONTRACT DOCUMENTS

The following documents form part of this contract:

- (i) **Volume 1** : General Conditions of Contract for Construction Works, 2015, third edition, (GCC 2015) published by the South African Institute of Civil Engineering (SAICE) and endorsed by the Institute of Municipal Engineering of South Africa (IMESA), the South African Association of Consulting Engineers (SAACE), and the South African Federation of Civil Engineering Contractors (SAFCEC). This document satisfies the Construction Industry Development Board requirements for a standard form of contract and is suitable for use in procurement documents that are prepared in accordance with the provisions of SANS 10403, Formatting and Compilation of Construction Procurement Documents. This publication is available from any of the above-mentioned bodies and tenderers must obtain copies at their own cost.
- (ii) **Volume 2** : South African Bureau of Standards, SABS 1200 Series (or know described as SANS 1200 Series), as amended, published by the Standards South Africa (STANSA), a division of South African Bureau of Standards and endorsed by South African Institute of Civil Engineering (SAICE), the South African Association of Consulting Engineers (SAACE), and the South African Federation of Civil Engineering Contractors (SAFCEC). These publications are available from any of the above-mentioned bodies and tenderers must obtain their own copies.

- (iii) **Volume 3** : The project document in which the following are bound:

(a) Summary Information

White

(b) The Bid

Pink

T1 Bid Procedures

- T1.1 Notice and Invitation to Bid
- T1.2 Bid Data

T2 Returnable Documents

- T2.1 List of Returnable Documents
- T2.2 Returnable Schedules

White

(c) The Contract

Green

C1 Agreement and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee

C2 Pricing Data

- C2.1 Pricing Instructions
- C2.2 Bill of Quantities

Yellow

C3 Scope of Work

- C3.1 Description of the Works
- C3.2 Engineering
- C3.3 Procurement
- C3.4 Construction
- C3.5 Portion 1: Works Specifications
- C3.6 Portion 2: Amendment to Standardised Specifications
- C3.7 Portion 3: Health and Safety Specifications
- C3.8 Portion 4: Generic Labour Intensive Specifications
- C3.9 Portion 5: Provision of Temporary Workforce
- C3.10 Portion 6: Provision of Structured Training
- C3.11 Portion 7: Certification
- C3.12 Portion 8: Facilities and Requirements
- C3.13 Management

Blue



C3.14 Annexes

C4 Site Information

C4.1 Site Information

C4.2 Drawings

Green

- (iv) The Employer's letter of acceptance, the guarantee and all addenda issued during the period of the bid.

Please note that in submission of Bid, only **Volume 3** is to be submitted.



DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY

DEPARTMENT OF PUBLIC WORKS AND BASIC SERVICES

CONSTRUCTION OF CABAZI COMMUNITY HALL IN WARD 4

CONTRACT NO: PWBS- B005/21/22

PART T1

BIDDING PROCEDURES



TABLE OF CONTENTS

T1.1. BID NOTICE AND INVITATION TO BID

- T1.1.1. INVITATION TO BID
- T1.1.2. REGISTRATION WITH CIBD
- T1.1.3. JOINT VENTURES
- T1.1.4. ELIGIBILITY WITH RESPECT TO BIDDING
- T1.1.5. EVALUATION CRITERIA
- T1.1.6. BID DOCUMENT COLLECTION
- T1.1.7. BID BRIEFING SESSION
- T1.1.8. QUERIES
- T1.1.9. SUBMISSION OF BID
- T1.1.10. OPENING OF BIDS
- T1.1.11. MANDATORY OBJECTION PERIOD

T1.2. BID DATA

- T1.2.1. ACTIONS
- T1.2.2. BID DOCUMENTS
- T1.2.3. COMMUNICATION AND EMPLOYER'S AGENT
- T1.2.4. ELIGIBILITY
- T1.2.5. CLARIFICATION MEETING
- T1.2.6. ALTERNATIVE BID OFFERS
- T1.2.7. SUBMITTING A BID OFFER
- T1.2.8. CLOSING TIME
- T1.2.9. BID OFFER VALIDITY
- T1.2.10. PROVIDE OTHER MATERIAL
- T1.2.11. INSPECTIONS, TESTS AND ANALYSIS
- T1.2.12. CERTIFICATES
- T1.2.13. OPENING OF BID SUBMISSIONS
- T1.2.14. ARITHMETICAL ERRORS
- T1.2.15. EVALUATION OF BID OFFERS
- T1.2.16. PROVIDE COPIES OF CONTRACTS

T1.3. CONDITIONS OF BID



BID NOTICE AND INVITATION TO BID

INVITATION TO BID

The Dr Nkosazana Dlamini Zuma MUNICIPALITY Departement : Public Works and Basic Services invites bidders for:

Project Title	: CONSTRUCTION OF CABAZI COMMUNITY HALL IN WARD 4
Bid No	: PWBS- B005/21/22

Briefing Date	: 24 th June 2021	Closing Time	: 12h00
Closing Date	: 09 th July 2021	Validity Period	: 90 days

REGISTRATION WITH CIBD

Bidders should have a Construction Industry Development Board (CIBD) contractor grading of **3GB, or Higher**.

JOINT VENTURES

Bids by Joint Ventures will be required to be accompanied by the Document of Formation of the joint venture duly registered and authenticated by a Notary Public or other official deputised to witness sworn statements in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the address of correspondence, the participation of several firms forming the joint venture and any information necessary to permit a full appraisal of its functioning including a clause to the effect that the members of the joint venture are jointly and severally bound. Further to that, a joint or combined BBEE Certificate must accompany the bid document.

ELIGIBILITY WITH RESPECT TO BIDDING

The Municipality will only accept bids from bidders who are EME or QSE with level 1 contributor B-BBEE level.

Only bidders who are responsive to the following responsiveness criteria are eligible to submit bids:

EVALUATION CRITERIA

This bid will be evaluated according to the preferential procurement model in the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000:

☒ 80/20 Preference point scoring system	☐ 90/10 Preference point scoring system
---	--

Preference point scoring system will be scored as per submitted BBEE Certificate.

BID DOCUMENT COLLECTION

Bid Documents will be made available at Creighton Offices; the cost of bid document will be **R437-00 per document** which is non-refundable from **21th June 2021** during office hours until **24th July 2021**. Only cash or bank guaranteed cheques will be accepted, all cheques

must be made out to Dr Nkosazana Dlamini. An electronic copy is available on our website (www.ndz.gov.za) for **FREE**



○ **BID BRIEFING SESSION**

NB: There is a compulsory virtual briefing session will be on the 24th June 2021 starting at 10h15 am. Due to covid-19 interest bidder may visit the site for inspection to these co-ordinates (30° 1'12.92" S; 29° 35'12.28" E).

Pls find link below

https://teams.microsoft.com/l/meetup-join/19:meeting_NmVhNzAwZjltMmVmMC00ODRiLWlwNDMtZWZDA3MzNkODJm@thread.v2/0?context=%7B%22id%22:%22d18f9857-7272-48e7-b03a-a2faa99cfcfd%22,%22Oid%22:%22955b3163-a703-4a1c-9417-3bf3f74c55f3%22%7D

○ **QUERIES**

N.B: All enquiries must be in writing and be directed to the following emails:

mngadis@ndz.gov.za

holiwen@ndz.gov.za

dlaminiz@ndz.gov.za

- Procedure related enquires: Miss N. Holiwe
- Technical Enquiries: Mr S.V Mngadi/ Mr Z. Dlamini

Dr Nkosazana Dlamini Zuma Municipality Tel No: (039) 833 1038

P O Box 62

Fax No.: (039) 833 1179

Creighton

3263

○ **SUBMISSION OF BID**

Bids, in sealed envelopes clearly endorsed with the respective project name are to be placed in the bid box at the Dr Nkosazana Dlamini Zuma Municipality's Boardroom, Main Street, Creighton, 3263 – on or before 12h00 noon **on 09th July 2021**. Bids delivered by courier services will not be accepted

The complete bids in duly sealed envelopes and clearly marked:

CONTRACT NO: PWBS-B005/21/22

**CONSTRUCTION OF CABAZI
COMMUNITY HALL**

CLOSING DATE : 09th July 2021 at 12h00

The complete bid documents shall be deposited into:

Bid Box at:

**(Dr Nkosazana Dlamini Zuma Local
Municipality, Main Street, CREIGHTON)**

○ **OPENING OF BIDS**

The location for opening of the valid bid offers, immediately after the closing time thereof shall be at the offices of the Dr Nkosazana Dlamini Zuma Local Municipality.

○ **MANDATORY OBJECTION PERIOD**

All administrative actions and decisions taken by the Municipality through its officials may become subject to an appeal process. As such, in terms of Section 49 of the Municipal Supply Chain Management Regulations No 27636 of 2005, a period of fourteen (14) days will be set aside to allow for the submission of appeals against the award/ process of making the award to a



particular bidder by any interested party. Except in scenarios where the decision of a duly appointed appeal panel sets aside the appointment of the successful bidder as the service provider for this contract, the appointment will then be confirmed by the municipality in writing.



BID DATA

The Standard Conditions of Bid make several references to the Bid Data for details that apply specifically to this bid. The Bid Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Bid.

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

Heading	Clause	Data
○ ACTIONS	F.1.1	The employer is the DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY in its DEPARTMENT OF ENGINEERING SERVICES.
○ BID DOCUMENTS	F.1.2	The bid documents issued by the employer comprise: Part T1: Bidding Procedures T1.1 Bid notice and invitation to bid (White) T1.2 Standard and Special Conditions of Bid (Pink) T1.3 Bid Data (Pink) Part T2: Returnable Schedules T2.1 List of returnable documents (White) T2.2 Bid schedules (White) Part C1: Agreements and Contract Data C1.1 Form of offer and acceptance (Green) C1.2 Contract Data (Green) C1.3 Other contract forms (Green) Part C2: Pricing data C2.1 Pricing instructions (Yellow) C2.2 Pricing Schedules / Bills of Quantities (Yellow) Part C3: Scope of work C3 Scope of work (Blue) Part C4: Site Information C3 Site Information (Green) Note : This bid document has been formatted and compiled under the headings for a single volume approach as contained in Table 6 of the CIDB's "Standard for Uniformity in Construction Procurement."
○ COMMUNICATION AND EMPLOYER'S AGENT	F.1.4	The employer's agent is: Each communication between the Employer and a Tenderer shall be to or from the Employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The Employer will not take any responsibility for non-receipt of communications from or by a Tenderer. The name and contact details of the Employer's agent are stated in the Contract Data Name : MGAMULE CONSULTING ENGINEERS (PTY)LTD Capacity : Engineer Address : 29 Convent Road, Ladysmith 3370 Tel : 036 631 2298 Fax : 036 631 2331 e-mail : hlanganani@mgamule.co.za



Heading	Clause	Data
○ ELIGIBILITY	F.2.1	Only those bidders who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour-intensive competencies for supervisory and management staff are eligible to submit bids.
	F.2.2	Cost of tendering Accept that the Employer will not compensate the Tenderer for any costs incurred in the preparation and submission of a Tender Offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.
	F.2.3	Check documents Check the tender documents on receipt for completeness and notify the Employer of any discrepancy or omission.
	F.2.4	Confidentiality and copyright of documents Treat as confidential all matters arising in connection with the tender. He shall use and copy the documents issued by the Employer only for the purpose of preparing and submitting a Tender Offer in response to the invitation.
	F.2.5	Reference documents Obtain, as necessary for submitting a Tender Offer, copies of the latest versions of Standards, Specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the tender documents by reference.
	F.2.6	Acknowledge addenda Acknowledge receipt of addenda to the tender documents, which the Employer may issue, and if necessary apply for an extension to the closing time stated in the Tender Data if necessitated as a result of the addenda.
○ CLARIFICATION MEETING	F.2.7	The arrangements for a compulsory clarification meeting are as stated in the Bid Notice and Invitation to Bid. Bidders must sign the attendance register in the name of the bidding entity. Addenda will be issued to and bids will be received only from those bidding entities appearing on the attendance register.



	Heading	Clause	Data
○	ALTERNATIVE BID OFFERS	F.2.12	If bidder wishes to submit an alternative bid offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements. The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.
○	SUBMITTING A BID OFFER	F.2.13.3	Parts of each bid offer communicated on paper shall be submitted as an original, with no additional copies.
		F.2.13.5	The details for delivery of Bid Documents are as stated in the Bid Notice and Invitation to Bid.
		F.2.13.5 F.3.5	A two-envelope procedure will not be followed.
○	CLOSING TIME	F.2.15	The closing time is as stated in the Bid Notice and Invitation to Bid.
○	BID OFFER VALIDITY	F.2.16	The bid validity period is as stated in the Bid Notice and Invitation to Bid.
○	PROVIDE OTHER MATERIAL	F.2.18	The bidder shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility criteria.
○	INSPECTIONS, TESTS AND ANALYSIS	F.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.



Heading	Clause	Data
○ CERTIFICATES	F.2.23	The bidder is required to submit with the bid the following documents :

a) Proof of registration with CSD- starting with (MAAA)	
b) Joint Venture Agreement (if necessary)	
c) Submit proof that the bidders and its directors are not owing municipal services. - Attach updated municipal rates statement not in arrears for more than 90 days Or - Attach a valid lease agreement if the director is leasing offices and residential Property with a confirmation letter from the landlord. Or - Attach a letter of exemption from the relevant municipality Or - Attach affidavit if the Municipal Account is under your parents or siblings and they are responsible for paying municipal rates(if the address is the same as yours) and attach the copy of the Municipal rates for the above mentioned. - Or - Attach copy of a marriage certificate if Municipal account is under your spouse.	
d) Form of offer fully completed	
e) MBD 1,4,6,2,8,9 and Annexures C,D & E fully completed	
f) CIDB Grading Certificate - 3GB or Higher	

NB: Failed to submit the above documents your tender will be disqualified

DOCUMENTS TO BE SUBMITTED	TICK
a) Certified Copies of CK Documents / Sole proprietary	
b) Valid Tax clearance certificate (with your pin number print and attach on the document Tax Clearance Certificate)	
c) Certified BBBEE verification certificate for Preferential points claim or sworn affidavit	
d) Certified copies of Identification documents of all members/directors of the entity	



- **OPENING OF BID SUBMISSIONS** **F.3.4** The opening of valid bids is as stated in the Bid Notice and Invitation to Bid.
- **ARITHMETICAL ERRORS** **F.3.9** Replace bullet items with:
 - a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern,
 - b) If a bill of quantities (or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall be corrected and the line item total shall govern, and
 - c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the selected item prices (and their rates if a bill of quantities applies) shall be revised and the total of the prices shall govern to achieve the same tendered total of the prices.
- **EVALUATION OF BID OFFERS** **F.3.11.1** The procedure for the evaluation of responsive bids is: **Evaluation Method 4** (Financial Offer, Quality and Preferences)
F.3.11.2 Bids will be evaluated in two stages in accordance with the standard bid evaluation Method 4: Financial Offer, Quality and Preferences as follows:
STAGE 1: FUNCTIONALITY
In order for a bidder to be considered must comply with the eligibility criteria and a bidder must score more than 60 points for functionality in Table 1 to be considered for further evaluation.
STAGE 2 : FINANCIAL OFFER AND PREFERENCES
All the bids that meet the Stage 1 criteria for responsiveness will progress through to the evaluation phase as set out in Returnable Schedule.



TABLE 1 –FUNCTIONALITY CRITERIA

Stage 1: Scoring quality (functionality)

Only tenderers who will achieve a score of more than 60% of the total available points will qualify for stage two of the evaluation.

The criteria to be used to evaluate the proposals for functionality (stage 1) will be as follows:

Points

1. Relevant Experience of Enterprise = 35
2. Experience of Key Personnel = 40
3. Availability of relevant plant and equipment resources = 25

KEY ASPECT OF CRITERION	BASIS FOR POINTS ALLOCATION	MAX POINTS	VERIFICATION METHOD
Relevant Experience of the contractor in community structures	3 x completed Community Halls/ General Building construction projects) in the last 5 years. Bidders to submit a letter of appointment and Letter of reference.	35	Appointment letter and Letter of reference
	2 x completed Community Halls/ General Building construction projects) in the last 5 years. Bidders to submit a letter of appointment and Letter of reference.	20	Appointment letter and Letter of reference
	1 x completed Community Halls/ General Building construction projects) in the last 5 years. Bidders to submit a letter of appointment and Letter of reference.	10	Appointment letter and Letter of reference
<i>If the bidder cannot demonstrate the necessary relevant experience via at least one successfully completed similar project, then the bid will be deemed non-responsive and will be rejected</i>			
Qualifications and CV's of Contracts Manager	National Diploma in the Built Environment or Project Management with 3 years' experience in Community Halls/ General Building Construction and rehabilitation of Community Halls/ General Building	10	Certified copy of qualification to be attached with detailed CV
	National Diploma in the Built Environment or Project Management with 2 years' experience in Community Halls/ General Building Construction and rehabilitation of Community Halls/ General Building	7	Certified copy of qualification to be attached with detailed CV
	National Diploma in the Built Environment or Project Management with 1 year experience in Community Halls/ General Building Construction and rehabilitation of Community Halls/ General Building	5	Certified copy of qualification to be attached with detailed CV
Qualifications and CV's of Site Agent	National Diploma in the Built Environment with 3 years' experience in Community Halls/ General Building Construction and rehabilitation of Community Halls/ General Building	15	Certified copy of qualification to be attached with detailed CV



	National Diploma in the Built Environment with 3 years' experience in Community Halls/ General Building Construction and rehabilitation of Community Halls/ General Building	10	Certified copy of qualification to be attached with detailed CV
	National Diploma in the Built Environment with 3 years' experience in Community Halls/ General Building Construction and rehabilitation of Community Halls/ General Building	5	Certified copy of qualification to be attached with detailed CV
CV's of Site Foreman	10 or more years of experience in Community Halls/ General Buildings and rehabilitation of Community Halls/ General Building	15	Detailed CV to be attached with clear experience and reference
	5- 9 years of experience in Community Halls/ General Buildings and rehabilitation of Community Halls/ General Building	10	Detailed CV to be attached with clear experience and reference
	1-4 more years of experience in Community Halls/ General Buildings and rehabilitation of Community Halls/ General Building	5	Detailed CV to be attached with clear experience and reference
Availability of relevant plant and equipment (Resources)	If the bidder owns all the required construction plant and equipment for construction of Community Halls/ General Building (Tipper Truck, TLB ,Grader or Excavator, concrete mixture, water cart, roller). (proof of ownership e.g logbook)	25	Proof of owner ship of all the required plant and Equipment, e.g Logbooks and proof of purchase
	If the bidder owns some of the plant & Equipment and will hire the other required plant & Equipment for construction of Community Halls/ General Building (Tipper Truck, TLB ,Grader or Excavator, concrete mixture, water cart, roller). (proof of ownership e.g logbook and pro-forma agreement with plant hire)	15	Proof of owner ship of all the required plant and Equipment, e.g Logbooks and proof of purchase + Pro-forma agreement with plant hire
	If the bidder will hire all the required plant and equipment for the construction of Community Halls/ General Building(Tipper Truck, TLB ,Grader or Excavator, concrete mixture, water cart, roller). (pro-forma agreement with plant hire)	10	Pro-forma agreement with plant hire

NB: Bidders are required to submit supporting documents to score full points.

BIDDER MUST SCORE AT LEAST 60% FOR FUNCTIONALITY TO QUALIFY FOR FURTHER EVALUATION.

F.3.11.2 Procurement Preferences

The tenderer is required to submit a BEE Verification Certificate in accordance with the Construction Sector Codes of Practice promulgated in Gazette 32305 on 5 June 2009 (see Returnable Schedule L). See also www.sanas.co.za for details of accredited Verification Agencies.

Up to 100 minus W1 tender evaluation points will be awarded to tenderers who submit responsive tenders and who are found to be eligible for the preference claimed. Points are based on a tenderers scorecard measured in terms of the Broad-Based Black Economic Empowerment Act (B-BBEE, Act 53 of 2003) and the Regulations (2009) to the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).

Points awarded will be according to a tenderers B-BBEE status level of contributor and summarized in the table below:

Table F.2: Preference Points based on B-BBEE status level of contributor

Status Level of contributor	Preference Points based on scorecard (90/10 System)	Preference Points based on scorecard (80/20 System)
1	10	20
2	9	18
3	8	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant Contributor	0	0

Eligibility for preference points is subject to the following conditions:

- A tenderers scorecard shall be based on the Construction Sector Codes of Practice promulgated in Government Gazette 32305 of 5 June 2009; and
- The scorecard shall be submitted as a certificate attached to Returnable Schedule L; and
- The certificate shall have been issued by a registered verification agency accredited by the South African National Accreditation System (SANAS), as contemplated in the B-BBEE Framework for Accreditation and Verification by all Verification Agencies promulgated in Government Notice 810 of 31 July 2009; and
- The date of issue of the certificate must be less than 12 (twelve) months prior to the advertised tender closing date (see Tender Data F.2.15); and
- Compliance with any other information requested to be attached to Returnable Schedule L.

Total Scores for Financial and Preference

The points scored for a tenderer in respect of Price must be added to the points scored for the B-BBEE preferences. Only the tender with the highest number of points may be selected, except in those instances identified in the SCM Policy Framework of Dr Nkosazana Dlamini Zuma Municipality.



F.3.11.3 Scoring Quality

80/20 preference point system will be used to allocate points for bids in this category.

F.3.13.1 Acceptance of Bid Offer

Bid offers will only be accepted if:

- a) the bidder has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services;
- b) the bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- c) the bidder or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
- d) the bidder has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect
- f) Has completed the Compulsory Enterprise Questionnaire and that there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the bid process.

Provide copies of the Contract

The Employer will provide the successful bidder, now the Contractor, with one copy of the complete, signed contract document.

F.3.18

**PROVIDE
COPIES
OF
CONTRACTS**



CONDITIONS OF BID

F.1 General

F.1.1 Actions

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

F.1.2 Bid Documents

The documents issued by the Employer for the purpose of a bid offer are listed in the Bid Data.

F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer** means the bidder's financial offer after the factors of non-firm prices, all unconditional discounts and any other bided parameters that will affect the value of the financial offer have been taken into consideration.
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents, *or any official in the public service or in the employ of an organ of state, in any bid process*; and
- c) **fraudulent practice** means there is representation of the facts in order to influence the bid process or the award of a contract arising from a tender offer to the detriment of the Employer *or any public entity or organ of state*, including collusive practices intended to establish prices at artificial levels.
- d) **quality ((functionality))** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.
- e) **these conditions of bid** mean the *Standard Conditions of Bid (as published and amended from time to time by the Construction Industry Development Board) and the Employer's Special Conditions of Bid, the latter of which are demonstrated by appearing in italics.*
- f) **bidder** means any employee, partner, shareholder or director of a commercial entity that responds to the Bid Notice by collecting bid documents.



F.1.4 Communication and Employer's agent

Each communication between the Employer and a bidder shall be to or from the Employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The Employer shall not take any responsibility for non-receipt of communications from or by a bidder. The name and contact details of the Employer's agent are stated in the Bid Data.

F.1.5 The Employer's right to accept or reject any bid offer

F.1.5.1 The Employer does *not bind itself to accept the highest scoring bid or any other bid, and may in addition* accept or reject any variation, deviation, bid offer, or alternative bid offer, and may cancel the bid process and reject all bid offers at any time before the formation of a contract. The Employer shall not accept or incur any liability to a bidder for such cancellation and rejection, but will give reasons for such action upon written request to do so.

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

F.1.6 Jurisdiction

Unless stated otherwise in the Bid Data, each Bidder and the Employer undertake to accept the jurisdiction of the courts of law of the Republic of South Africa.

F.2 Bidder's rights and obligations

F.2.1 Eligibility

Submit a bid offer only if the bidder complies with the criteria stated in the Bid Data and bidder or any of his principals, is not under any restriction to do business with the Employer.

F.2.2 Cost of bidding

Accept that the Employer will not compensate the bidder for any costs incurred in the preparation and submission of a bid offer, including the costs of *attending, the site visit and / or clarification meeting(s)* and any costs of testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

Treat as confidential, *regardless whether or not a bid offer is submitted*, all matters arising in connection with the bid. Use and copy the documents issued by the Employer only for the purpose of preparing and submitting a bid offer in response to the invitation.



F.2.5 Reference documents

Obtain, as necessary for submitting a bid offer, copies of the latest version of standards, specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the bid documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the bid documents, which the Employer may issue, and if necessary apply for an extension to the closing time stated in the Bid Data, in order to take the addenda into account.

F.2.7 Site visit and clarification meetings

Attend in person or designate a suitably qualified and experienced person in the direct employ of the bidder to attend the site visit and / or clarification meeting(s) at which bidders shall familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the Bid Data.

F.2.8 Seek clarification

Request clarification of the bid documents, if necessary, by notifying the Employer at least five working days before the closing time stated in the Bid Data. *Any variation or deviation based on a point for which clarity should have been requested may render a bidder's offer unresponsive in terms of Standard Condition F.3.8.*

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the Employer (if any) may not be for the full cover required in terms of the Conditions of Contract identified in the Contract Data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the bid offer

F.2.10.1 Include in the rates, prices, and the bided total of the prices (if any) all costs *prescribed as being applicable to the specified pay items as well as all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful bidder, such duties, taxes and levies being those applicable 14 days before the closing time stated in the Bid Data.*

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

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

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the Bid Data. The Conditions of Contract identified in the Contract Data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Not make any alterations or additions to the bid documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.



F.2.12 Alternative bid offers (including variations and deviations)

- F.2.12.1** Submit alternative bid offers only if a main bid offer, strictly in accordance with all the requirements of the bid documents, is also submitted. The alternative bid offer is to be submitted with the main bid offer together with a schedule that compares the requirements of the bid documents with the alternative requirements the tenderer proposes. *Alternative bid offers shall not alter any contingency pay items provided in the bid documents, or offer fixed prices (except where such are provided in the postulated pricing schedule) or a fixed price contract.*
- F.2.12.2** Accept that an alternative bid offer may be based only on the criteria stated in the Bid Data or criteria otherwise acceptable to the Employer.
- F.2.12.3** *Bidders may qualify a bid offer (except that no qualification shall be in conflict with Special Condition to Bid F.2.8) but undertake to do so by submitting such qualification in terms of conditions F2.12.1 and F.2.12.2.*

F.2.13 Submitting a bid offer

- F.2.13.1** Submit a bid offer to provide the whole of the works, services or supply identified in the Contract Data, unless stated otherwise in the Bid Data.
- F.2.13.2** Return all returnable documents to the Employer as stated in the Bid Data.
- F.2.13.3** Submit the parts of the bid offer communicated on paper as an original plus the number of copies stated in the Bid Data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.
- F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the Bid Data. The Employer will hold all authorized signatories liable on behalf of the bidder. *Authorized signatories for bidders proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the bid offer.*
- F.2.13.5** Seal the original of the bid offer as a separate package marking the packages as stated in the Bid Data.
- F.2.13.6** Where a two-envelope system is required in terms of the Bid Data, place and seal the returnable documents listed in the bid data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the tender data, as well as the bidder's name and contact address.
- F.2.13.7** Seal the original bid offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the bid data.
- F.2.13.8** Accept that the Employer shall not assume any responsibility for the misplacement or premature opening of the bid offer if the outer package is not sealed and marked as stated.
- F.2.13.9** *May modify, correct or withdraw his bid offer after submission of the bid offer but before the closing time stated in the bid date; provided that the authorized signatory notifies the Employer in writing.*



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

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

F.2.15 Closing time

F.2.15.1 Ensure that the Employer received the bid offer at the address specified in the Bid Data not later than the closing time stated in the Bid Data. Proof of posting shall not be accepted as proof of delivery. The Employer shall **not** accept bid offers submitted by telegraph, *telephone*, telex, facsimile or e-mail, unless stated otherwise in the Bid Data.

F.2.15.2 Accept that, if the Employer extends the closing time stated in the Bid Data for any reason, the requirements of these Conditions of Bid apply equally to the extended deadline.

F.2.16 Bid offer validity

F.2.16.1 Hold the bid offer(s) valid for acceptance by the Employer at any time during the validity period stated in the Bid Data after the closing time stated in the Bid Data.

F.2.16.2 If requested by the Employer, consider extending the validity period stated in the Bid Data for an agreed period of time.

F.2.17 Clarification, *modification or withdrawal* of bid offer after submission

F.2.17.1 Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of bid offers. This may include providing a breakdown of rates or prices and correction of *imbalanced rates* or arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the bid offer is sought, offered, or permitted. The total of the prices stated by the bidder shall be binding upon the bidder.

F.2.17.2 *Accept that the Employer may, at its sole discretion, accept a less favourable bid from those already received or invite fresh bids if a bidder, at any time after the opening of his bid offer but prior to the signing of a contract based on his bid offer:-*

- *withdraws his bid; or*
- *gives notice of his inability to execute the contract in terms of his bid; or*
- *fails to sign a contract or furnish the performance security within the period fixed in the letter of award or any extended period fixed by the Employer; or*
- *fails to comply with a request made in terms of standard condition F.2.18.1.*

F.2.17.3 *Pay the difference between a less favourable bid offer and his own bid offer in the event that a bidder acts as described in Special Condition F.2.17.2 and/or pay the Employer's wasted and additional costs incurred in inviting fresh bids; provided that the Employer may fully or partly exempt a bidder from the provisions of this special condition if he is of the opinion that the circumstances justify the exemption.*



F.2.18 Provide other material

F.2.18.1 Provide, on request by the Employer, any other material that has a bearing on the bid offer, the bidder's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment. Should the bidder not provide the material, or satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the bid offer as non-responsive *and may invoke the same remedy for potential additional costs as provided for under special condition F.2.17.3.*

F.2.18.2 *Accept the Employer's right, at his sole discretion, to appoint suitably qualified persons to report on the financial resources, standing with the South African Revenue Services regarding all taxes, management structure and ownership details of any tenderer and/or to verify the correctness of any information furnished to the Employer in terms of condition F.2.17.1. Comply with the Employer's request within the time stated in the request. Failure on the part of the tenderer to cooperate with such an inquiry shall entitle the Employer to declare such tender offer as non-responsive.*

F.2.18.3 Dispose of samples of materials provided for evaluation by the Employer, where required.

F.2.19 Inspections, tests and analysis

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

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

If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the Conditions of Contract identified in the Contract Data.

F.2.21 Check final draft

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

F.2.22 Return of other bid documents

If so instructed by the Employer, return all retained bid documents within 28 days after the expiry of the validity period stated in the Bid Data.

F.2.23 Certificates

Include in the tender submission or provide the Employer with any certificates as stated in the Bid Data.

F.3 The Employer's undertakings

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days prior to the bid closing time stated in the Bid Data and notify all bidders who drew *bid* documents.



F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date of the Bid Notice until seven days before the tender closing time stated in the Bid Data. If, as a result a bidder applies for an extension to the closing time stated in the Bid Data, the Employer may grant such extension and, will then notify it to all bidders who drew bid documents.

F.3.3 Return of bid offers

Return bid offers *withdrawn in terms of F.2.13.9* or received after the closing time stated in the Bid Data, unopened, (unless it is necessary to open a bid submission to obtain a forwarding address), to the bidder concerned.

F.3.4 Opening of bid submissions

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

F.3.4.2 Announce at the opening held immediately after the opening of bid submissions, at a venue indicated in the Bid Data, the name of each bidder whose bid offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main bid offer only.

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

F.3.5 Two-envelope system

F.3.5.1 Where stated in the Bid Data that a two-envelope system is to be followed, open only the technical proposal of valid bids in the presence of bidders' agents who choose to attend at the time and place stated in the Bid Data and announce the name of each bidder whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by bidders, then advise bidders who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of bidders, who score in the quality evaluation more than the minimum number of points for quality stated in the Bid Data, and announce the total price and any preferences claimed. Return unopened financial proposals to bidders whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

F.3.7.1 Determine whether there has been any effort by a bidder to influence the processing of bid offers and instantly disqualify a bidder (and his bid offer) if it is established that he engaged in corrupt or fraudulent practices. *In addition, any such disqualification shall entitle the Employer, at its sole discretion, to impose a specified period during which bid offers will not be accepted from the offending bidder.*

F.3.7.2 *Communicate to other state bid boards, provincial bid boards or parastatal bid boards any bidder disqualified in terms of special condition F.3.7.1.*



F.3.7.3 Consider rejecting any bid offers received from bidders who are involved in any form of litigation or legal proceedings by or against the Employer.

F.3.8 Test for responsiveness

Determine, on opening and before detailed evaluation, whether each bid offer properly received:

- a) meets the requirements of these Conditions of Bid,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the bid documents.

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

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- change the Employer's or the bidder's risks and responsibilities under the contract, or
- affect the competitive position of other bidders presenting responsive bids, if it were to be rectified.

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

F.3.9 Arithmetical errors and imbalanced unit rates

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

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If a pricing schedule (or schedule of quantities or schedule of rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the *unit rate* shall govern and the *line item* shall be corrected. *However, where there is an obviously gross misplacement of the decimal point in the unit rate, the unit rate will be corrected.*
- 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 bidder's addition of prices, the total of the prices shall *be corrected*.

Check responsive bid offers for imbalanced unit rates and request bidders to consider amending and adjusting any rates declared imbalanced by the Employer while retaining the total of the prices derived after any correction made in terms of this condition to bid.



Consider the rejection of a bid offer if the bidder does not correct or accept the correction of his arithmetical errors *or amend/adjust an imbalanced unit rate* in the manner described above.

F.3.10 Clarification of a bid offer

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

F.3.11 Evaluation of bid offers

F3.11.1 General

Appoint an evaluation panel of not less than three *duly qualified* persons. Reduce each responsive bid offer to a comparative offer and evaluate it using the bid evaluation method that is indicated in the Bid Data and described below.

Method 1: Financial offer	1) Rank bid offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked bidder for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score bid evaluation points for financial offer. 2) Confirm that bids are eligible for the preferences claimed and if so, score bid evaluation points for preferencing. 3) Calculate total bid evaluation points. 4) Rank bid offers from the highest number of bid evaluation points to the lowest. 5) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	1) Score quality, rejecting all bids offers that fail to score the minimum number of points for quality stated in the Bid Data. 2) Score bid evaluation points for financial offer. 3) Calculate total bid evaluation points. 4) Rank bid offers from the highest number of bid evaluation points to the lowest. 5) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	1) Score quality, rejecting all bids offers that fail to score the minimum number of points for quality stated in the Bid Data. 2) Score bid evaluation points for financial offer. 3) Confirm that bidders are eligible for the preferences claimed, and if so, score bid evaluation points for preferencing. 4) Calculate total bid evaluation points. 5) Rank bid offers from the highest number of bid evaluation points to the lowest. 6) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

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



F.3.11.2 Scoring Financial Offers

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

$N_{FO} = W_1 \times A$ where:
 N_{FO} = the number of bid evaluation points awarded for the financial offer.
 W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Bid Data.
 A = a number calculated using either formulas 1 or 2 below as stated in the Bid Data.

Formula	Comparison aimed at achieving	Option 1	Option 2
1.	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P/P_m$
2.	Lowest price or percentage commission/fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m/P$

Where:

P_m = the comparative offer of the most favourable bid offer.
 P = the comparative offer of bid offer under consideration.

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories stated in the Bid Data and calculate total score for quality.

F.3.11.4 Scoring preference

Score preferences claimed in the responsive bids offered according to the method stated in the Bid Data.

F.3.11.5 Scoring total quality, financial and preference offers

Score total of the quality, financial and preference offers in accordance with method 4 of clause F.3.11.1.

F.3.12 Insurance provided by the Employer

If requested by the proposed successful bidder, submit for the bidder's information the policies and / or certificates of insurance which the Conditions of Contract identified in the Contract Data, require the Employer to provide.

F.3.13 Acceptance of bid offer

F.3.13.1 Accept bid offer only if the bidder satisfies the requirements stated in the Bid Data, *including the legal requirements*

F.3.13.2 Notify the successful bidder of the Employer's acceptance of his bid offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the Bid Data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statement, it will constitute the formation of a contract between the Employer and the successful bidder as described in the form of offer and acceptance.



F.3.14 Notice to unsuccessful bidders

After the successful bidder has acknowledged the Employer's notice of acceptance, notify other bidders that their bid offers have not been accepted.

F.3.15 Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the Employer as part of the bid documents to take account of:

- a) addenda issued during the bid period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the Employer and the successful bidder, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

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

F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contracts

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

F.3.19 Delegation of authority

The Employer may delegate any power vested in him by virtue of these Conditions of Bid to an officer or employee of the Employer, provided that such delegation shall be in writing setting out the general or specific powers delegated.



DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY
DEPARTMENT OF PUBILC WORKS AND BASIC SERVICES

CONSTRUCTION OF CABAZI COMMUNITY HALL IN WARD 4

CONTRACT NO: PWBS- B005/21/22

PART T2

RETURNABLE SCHEDULES



TABLE OF CONTENTS

- T2.1.1. CERTIFICATE OF AUTHORITY
- T2.1.2. RECORD OF ADDENDA TO BID DOCUMENTS
- T2.1.3. COMPULSORY ENTERPRISE QUESTIONNAIRE
- T2.1.4. DECLARATION OF INTEREST (MBD 4)
- T2.1.5. PREFERENTIAL PROCUREMENT (MBD 6.1)
- T2.1.6. DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT (MBD 6.2)
- T2.1.7. DECLARATION OF COMPETENCY ON HEALTH AND SAFETY REQUIREMENTS
- T2.1.8. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

T2.1. DOCUMENTS FOR BID EVALUATION

- T2.1.1. SITE INSPECTION CERTIFICATE
- T2.1.2. COMPANY REGISTRATION DOCUMENTS AND ID'S OF COMPANY DIRECTORS
- T2.1.3. PROOF OF REGISTRATION WITH CSD
- T2.1.4. DECLARATION OF GOOD STANDING - REGARDING TAX
- T2.1.5. LETTER OF GOOD STANDING
- T2.1.6. FORM OF INTENT BY BANK OR INSURANCE COMPANY TO PROVIDE GUARANTEE
- T2.1.7. CONTRACTOR CIDB CERTIFICATE
- T2.1.8. B-BBEE STATUS LEVEL CONTRIBUTOR CERTIFICATE
- T2.1.9. SUB-CONTRACTORS DETAILS
- T2.1.10. SCHEDULE OF PLANT, TOOLS AND EQUIPMENT
- T2.1.11. SCHEDULE OF THE BIDDER'S RELEVANT EXPERIENCE.
- T2.1.12. PERSONNEL SCHEDULE
- T2.1.13. SCHEDULE OF PROPOSED SUB CONTRACTORS
- T2.1.14. PROPOSED AMENDMENTS AND QUALIFICATIONS
- T2.1.15. NON COLLUSIVE TENDERING CERTIFICATE
- T2.1.16. CONTRACTORS HEALTH AND SAFETY DECLARATION



CERTIFICATE OF AUTHORITY

This Returnable Schedule is to be completed by companies and close corporations.

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

A Company	C Joint Venture	E Close Corporation
☐	☐	☐

A. Certificate for company

I,, Managing Director on behalf of the board of directors of, hereby confirm that by resolution of the board taken on 20....., Mr/Ms, has been duly authorized to sign all documents in connection with this bid and any contract resulting from it on behalf of the company.

As witnesses:-

1.
Managing Director
2.
Date

B. Certificate for Joint Venture

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

NAME OF FIRM	ADDRESS	AUTHORIZING SIGNATURE, NAME & CAPACITY
Lead partner		



C. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as
.....hereby
authorize Mr/Ms , to sign all documents
in connection with the bid and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.



RECORD OF ADDENDA TO BID DOCUMENTS

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

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

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Bidder _____



COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

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



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

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

* Insert separate page if necessary.

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

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

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

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

* Insert separate page if necessary



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

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

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____



DECLARATION OF INTEREST (MBD4)

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

3.1 Full Name of bidder or his or her representative:

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

(a) a member of –

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

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

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

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

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

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

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

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

3.9.1 If yes, furnish particulars.....



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

3.10.1 If yes, furnish particulars.
.....
.....

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

3.11.1 If yes, furnish particulars
.....
.....

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

3.12.1 If yes, furnish particulars.
.....
.....

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

3.13.1 If yes, furnish particulars.
.....
.....

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

3.14.1 If yes, furnish particulars:
.....
.....



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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder



PREFERENTIAL PROCUREMENT (MBD 6.1)

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 WAS AMENDED TO ALIGN WITH NEW B-BBEE CODES OF GOOD PRACTICE IN THE 2017 REGULATIONS PURCHASES

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000; and
- the 90/10 system for requirements with a Rand value above R50 000 000.

1.2 The value of this bid is estimated to exceed/not exceed R50 000 000 and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific contract participation goals, as specified in the attached forms.

1.3.1 The points for this bid are allocated as follows:

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

1.4 Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.

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

2. GENERAL DEFINITIONS

2.1 “**Acceptable bid**” means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.

2.2 “**Bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.



2.3 **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.

2.4 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.

2.5 **“Contract”** means the agreement that results from the acceptance of a bid by an organ of state.

2.7 **“Control”** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.

2.11 **“Management”** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

2.12 **“Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.

2.13 **“Person”** includes reference to a juristic person.

2.14 **“Rand value”** means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.

2.15 **“Small, Medium and Micro Enterprises (SMMEs)”** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).

2.16 **“Sub-contracting”** means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

2.17 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

2.18 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis.

3.3 Points scored will be rounded off to 2 decimal places.

3.4 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.

4. POINTS AWARDED FOR PRICE

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



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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Rand value of bid under consideration

$P_{\min}$ = Rand value of lowest acceptable bid

- 6.2 Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.
- 6.3 Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.
- 6.4 Listed companies and tertiary institutions do not qualify for HDI preference points.
- 6.5 A consortium or joint venture may, based on the percentage of the contract value managed or executed by each entity, to be entitled to preference points in respect of BEE.
- 6.6 A person awarded a contract as a result of preference for contracting with, may not subcontract more than 25% of the value of the contract to a person who is not an BEE compliant or does not qualify for the same number or more preference for BEE.

7. BID DECLARATION

- 7.1 Bidders who claim points in respect of BEE must complete the Bid Declaration at the end of this form.

8. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9. COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

10. MUNICIPAL INFORMATION (DISTRICT MUNICIPALITY ACCOUNT) *WATER AND SANITATION ACCOUNT

District Municipality where business is situated:

Registered Account No:

Stand No:

(LOCAL MUNICIPALITY ACCOUNT) *RATES, REFUSE, ELECTRICITY ACCOUNTS



Local Municipality where business is situated:

Registered Account No:

Stand No:

11 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS?

.....

12 Consortium / Joint Venture

12.1 In the event that preference points are claimed for BEE members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the HDI member:

Name of joint venture or consortium partner (to be consistent with paragraph 9.8)	Percentage (%) of the contract value managed or executed by the Joint Venture or Consortium partner

12.2 I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the BEE status, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The BEE status claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 8, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -
 - (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
 - (b) 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;

WITNESSES

1.

2.

.....
Signature(s) of bidders



DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT (MBD 6.2)

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

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

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = 1 - \frac{x}{y} \times 100$$

Where

x is the imported content in Rand

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

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

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

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
• Clothing, Textile, leather and foot wear	100%
• Furniture	65 – 100%
• PVC pipes	100%
• Fabricated Structural Steel	100%



- Reinforcing bars 100%
- Steel door and window Frames 100%
- Roof and Cladding 100%
- Fasteners 100%
- Wire Products 100%
- Galvanized Gutters, downpipes & lauders 100%
- Steel Plates 100%
- Galvanized Sheets 100%
- Galvanised and Colour Coated Coils 100%
- Wire Rod and Drawn Wire 100%
- Steel Joints/ connecting componets 100%
- Telecom and electrical cabling 90%

3. Does any portion of the goods or services offered have any imported content?
(Tick applicable box)

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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



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

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

IN RESPECT OF BID NO.

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

NB

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

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

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

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



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

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

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

(C1)	Tender No.
(C2)	Tender description:
(C3)	Designated product(s)
(C4)	Tender Authority:
(C5)	Tendering Entity name:
(C6)	Tender Exchange Rate:
(C7)	Specified local content %

Pula EU GBP [illegible]

(C20) Total tender value	R 0
--------------------------	-----

Signature of tenderer from Annex B

(C21) Total Exempt imported content	R 0
-------------------------------------	-----

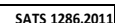
(C22) Total Tender value net of exempt imported content	R 0
---	-----

(C23) Total Imported content	R 0
------------------------------	-----

(C24) Total local content	R 0
---------------------------	-----

(C25) Average local content % of tender	
---	--

Date:



Imported Content Declaration - Supporting Schedule to Annex C

[illegible]

Calculation of imported content

Summary

[illegible]

(D19) Total exempt imported value	R 0
-----------------------------------	-----

**This total must correspond with
Annex C - C 21**

Calculation of imported content

Summary

[illegible]

(D32) Total imported value by tenderer	R 0
--	-----

Calculation of imported content

Summary

[illegible]

(D45) Total imported value by 3rd party	B 0
---	-----

Calculation of foreign currency payments

Summary of payments

[illegible]

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

Signature of tenderer from Annex B

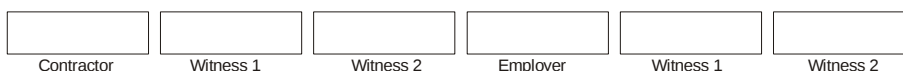
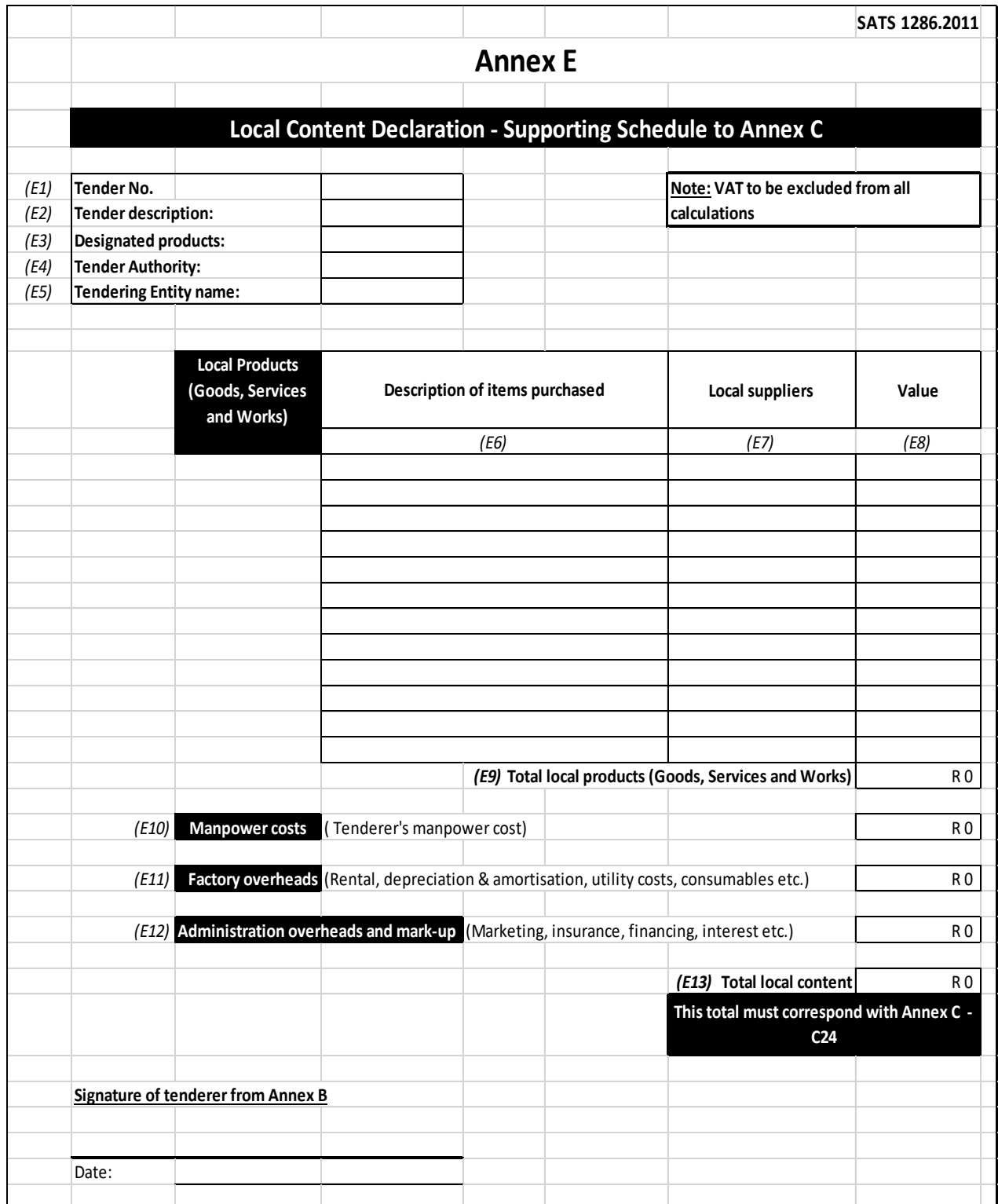
(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above	R 0
--	-----

Date:

**This total must correspond with
Annex C - C23**



Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2





MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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).

An official order indicating service delivery instructions is forthcoming.

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)

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

SIGNED AT ON THE.....OF.....2021

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

.....

.....

DATE:



DECLARATION OF COMPETENCY ON HEALTH AND SAFETY REQUIREMENTS

Bidder to provide a declaration on his competencies in establishing and maintaining a Health and Safety plan as required in terms of the Construction Regulations of 2003 and the Occupational Health and Safety Act (85 of 1993).

In order to demonstrate these competencies, the Bidder is to provide with his bid (and attached to this page as a separate document) brief statements as to a safety plan and how the safety management systems will work and what control procedures they plan on using to ensure safety on the construction site.

The following generic aspects should be covered in the safety plan:

- What administrative procedures the Contractor envisage to use in the implementation and maintenance of the safety plan with reference to the construction site.
- How continuous assessment of the safety plan will be assessed and implemented with respect to construction site.
- What control systems the Contractor envisage to implement on site to support his safety program.
- How the Contractor will ensure that he adheres to the construction regulations in respect of competent persons for appointments.
- What external resources the Contractor envisage on using to ensure successful implementation and sustainability of the safety plan.
- What training to employees the Contractor envisage and how he would go about to execute it.
- The Contractor should indicate which competent persons he currently has in his employ or he plans on employing and attach abbreviated Curriculum Vita's of these persons.
- The Contractor should provide proof for the following:
 - Operator's competency certificates
 - Operator's drivers licenses
 - Operator's medical fitness certificates
 - Plant and vehicles roadworthy certificates

DECLARATION BY BIDDER

It is confirmed that an outline of the Health and Safety plan is attached hereto. We further declare that we have the competence and necessary resources to carry out work safely in compliance with the Construction Regulations 2003.

Signed _____ Date _____

Name _____ Position _____

Enterprise
name _____



DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.3.1 ABOVE IS CORRECT, AND THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED.

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

.....
Name (print) Signature Date

“In the service of the state” means:

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

**MBD 8****DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

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



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

CERTIFICATION

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

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

.....
Signature Date

.....
Position Name of bidder

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect: I
certify, on behalf of: _____ that:
(Name of Bidder)

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



DOCUMENTS FOR BID EVALUATION

T2.1.1. SITE INSPECTION CERTIFICATE

As required by the General Conditions of Contract, I/we visited the site of works on the date specified below.

I/We carefully examined the site, plans and contract documents, and have made myself/ourselves fully conversant with all the circumstances likely to influence the construction and cost of the works.

I/We further certify that I am / we are satisfied with the description of the works and the explanation given by or on behalf of the Engineer representative at the inspection, and that I/We understand perfectly the work to be done, as specified and implied, in the execution of the contract.

SIGNATURE BIDDER:

This will certify that(Names)

Representing (Firm)

Visited the site of the Works for this contract on (Date)

Signed: (for Engineer/Client)

Stamped by Client:

--



T2.1.2. COMPANY REGISTRATION DOCUMENTS AND ID'S OF COMPANY DIRECTORS

**ATTACH THE CERTIFIED COPIES OF
COMPANY REGISTRATION DOCUMENTS AND
CERTIFIED COPIES OF ID's OF THE
DIRECTORS UNDER THIS PAGE**



T2.1.3. PROOF OF REGISTRATION WITH CSD

**ATTACH THE PROOF OF REGISTRATION WITH
CSD**



T2.1.4. DECLARATION OF GOOD STANDING - REGARDING TAX

**ATTACH COPY OF TAX CLEARANCE
CERTIFICATE, TAX COMPLIANCE STATUS
AND SARS PIN**



T2.1.5. LETTER OF GOOD STANDING

**ATTACH VALID CERTIFICATE OR COPY
THEREOF FROM WORKMEN'S
COMPENSATION COMMISSIONER UNDER
THIS PAGE**



T2.1.6. FORM OF INTENT BY BANK OR INSURANCE COMPANY TO PROVIDE GUARANTEE

**ATTACH FORM OF INTENT BY BANK OR
INSURER TO PROVIDE SURETY UNDER THIS
PAGE**



T2.1.7. CONTRACTOR CIDB CERTIFICATE

Attach a copy of valid Certificate of Contractor Registration issued by the Construction Industry Development Board to this page.

Alternatively the CIDB registration number can be provided as follows:

ENTITY NAME			
CIDB REGISTRATION NO.			
CLASS		CATEGORY	

**ATTACH COPY OF CIDB REGISTRATION
CERTIFICATE UNDER THIS PAGE**



T2.1.8. **B-BBEE STATUS LEVEL CONTRIBUTOR CERTIFICATE**

**ATTACH CERTIFIED COPY OF B-BBEE
STATUS LEVEL CONTRIBUTOR CERTIFICATE
UNDER THIS PAGE**



Bidders to furnish with their bids a complete list of the major items of tools, plant and equipment which they propose to use in the work. After his bid has been accepted, the Contractor must satisfy the Project Manager at all times that such plant and equipment, or its equivalent, is available for use.

TYPE OF PLANT	MAKE & DESCRIPTION	NUMBER
CATEGORY 1 – PLANT		
CATEGORY 2 – TOOLS		
CATEGORY 3 – EQUIPMENT		

Signed Date

Name Position

Enterprise
name



T2.1.11. SCHEDULE OF THE BIDDER'S RELEVANT EXPERIENCE.

The bidder is to provide the following information regarding the five largest relevant projects of similar nature (building construction) completed by the bidder during the last five years, in order of contract price. Only experience by the bidding entity, and not by staff members, shall be taken into account.

Note: Each partner to a Joint Venture is to provide the information required below with respect to his company's contribution to the experience of the Joint Venture.

A copy of the appointment letter and Reference letters indicating the quality of work, cash-flow and time frames for all submitted projects must be attached here by the tenderer to be eligible for quality points.

PROJECT NAME	
EMPLOYER: Contact Person and Telephone number	
CONSULTING ENGINEER: Contact Person and Telephone number	
NATURE OF WORK	
VALUE OF WORK (Including VAT)	
DATE COMPLETED	

PROJECT NAME	
EMPLOYER: Contact Person and Telephone number	
CONSULTING ENGINEER: Contact Person and Telephone number	
NATURE OF WORK	
VALUE OF WORK (Including VAT)	
DATE COMPLETED	

PROJECT NAME	
EMPLOYER: Contact Person and Telephone number	
CONSULTING ENGINEER: Contact Person and Telephone number	
NATURE OF WORK	
VALUE OF WORK (Including VAT)	
DATE COMPLETED	



PROJECT NAME	
EMPLOYER: Contact Person and Telephone number	
CONSULTING ENGINEER: Contact Person and Telephone number	
NATURE OF WORK	
VALUE OF WORK (Including VAT)	
DATE COMPLETED	

PROJECT NAME	
EMPLOYER: Contact Person and Telephone number	
CONSULTING ENGINEER: Contact Person and Telephone number	
NATURE OF WORK	
VALUE OF WORK (Including VAT)	
DATE COMPLETED	

PROJECT NAME	
EMPLOYER: Contact Person and Telephone number	
CONSULTING ENGINEER: Contact Person and Telephone number	
NATURE OF WORK	
VALUE OF WORK (Including VAT)	
DATE COMPLETED	

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____



T2.1.12. PERSONNEL SCHEDULE

Contractor shall enter in the table below information in respect of the key personnel who will be engaged on the project. Abbreviated Curricula Vitae, which specifically address the questions posed in the Point Scoring Check for Functionality, including the relevant certificates, to support the stated information must be included in the proposal together with a copy of this form.

Designation	Name	Qualification	Years' Experience
Contract Manager			
Site Agent			
Foreman			

In terms of the Project Specification and the Conditions of Bid, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

Signed Date

Name Position

Enterprise
name



T2.1.13.

SCHEDULE OF PROPOSED SUB CONTRACTORS

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

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

In support of LED and SCM Policy of the municipality, a project that's is CIDB Grade 1 and higher shall sub contract to local smme 10% of the tender value.

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

Signed _____ Date _____

Name _____ Position _____

Bidder _____



T2.1.14. **PROPOSED AMENDMENTS AND QUALIFICATIONS**

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

The Bidder's attention is drawn to clause F.3.3 of the Standard Conditions of Bid referenced in the Bid Data regarding the Employer's handling of material deviations and qualifications.

These amendments and qualifications, if accepted by the Employer, will be incorporated in the Acceptance Form as Deviations.

Page	Clause or item	Proposal

Signed Date

Name Position

Enterprise
name



T2.1.15. NON COLLUSIVE TENDERING CERTIFICATE

WE CERTIFY THAT:

- 1 The Tender submitted herewith is a bona fide Tender that is intended to be competitive.
- 2 We have not fixed or adjusted the amount of the Tender under or in accordance with any agreement or arrangement with any other person.
- 3 We have not done and we undertake that we will not do at any time before the hour specified for the return of the Tender any of the following acts:
 - 3.1 communicate to a person other than the person calling for this Tender the amount or approximate amount of the proposed Tender (except where the disclosure, in confidence, of the approximate amount of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender);
 - 3.2 enter into any agreement with any person that they shall refrain from tendering or as to the amount of any Tender to be submitted and;
 - 3.3 offer to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender any act or thing of the sort described above.

IN THIS CERTIFICATE

- 4 'Person' includes any person or anybody or association corporate or incorporate.
- 5 'Any agreement or arrangement' includes any transaction of the sort described above, formal or informal and whether legally binding or not.

Name	
Signature	
In the capacity of	Director / secretary / member / sole proprietor / a partner
Duly authorized to sign tenders for and on behalf of:-	
Name of company (for unincorporated business / firm / partnership) Insert business / trading name	
Registration number	
Address (registered office for limited company (principal place of business for a firm / partnership / sole trader)	
Telephone Number	
Date	

- Note:
- (a) All the particulars above must be completed.
 - (b) Strike out alternatives that are not applicable.
 - (c) For partnership, give full names of all partners here or attach a schedule listing all partners



T2.1.16. CONTRACTORS HEALTH AND SAFETY DECLARATION

In terms of the Clause 4(4) of the Construction Regulations of 2003, 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 Construction Regulations 2003.

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

Declaration by the bidder

- I, the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 and the Construction Regulations 2003.
- I hereby declare that my company has the competent 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.
- I propose to achieve compliance with the Regulations by one of the following:
 - From my own competent resources YES / NO
 - From my own resources still to be appointed YES / NO
 - From outside sources by appointment of Competent specialist YES / NO

DECLARATION BY BIDDER

It is confirmed that an outline of the Health and Safety plan is attached hereto. We further declare that we have the competence and necessary resources to carry out work safely in compliance with the Construction Regulations 2003.

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____



DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY

DEPARTMENT OF PUBLIC WORKS AND BASIC SERVICES

CONSTRUCTION OF CABAZI COMMUNITY HALL IN WARD 4

CONTRACT NO: PWBS- B005/21/22

PART C1

AGREEMENTS AND CONTRACT DATA



TABLE OF CONTENTS

C1.1.	FORM OF OFFER AND ACCEPTANCE
C1.1.1.	OFFER
C1.1.2.	ACCEPTANCE
C1.1.3.	SCHEDULE OF DEVIATIONS
C1.2.	CONTRACT DATA
C1.2.1.	GENERAL CONDITIONS OF CONTRACT (GCC 2015, JBCC)
C1.2.2.	AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT
C1.2.3.	CONTRACT DATA PROVIDED BY THE EMPLOYER
C1.2.4.	SPECIAL CONDITIONS OF CONTRACT
C1.3.	FORM OF GUARANTEE
C1.4.	CESSION AGREEMENT



CONSTRUCTION OF CABAZI COMMUNITY HALL IN WARD 4

CONTRACT NO: PWBS- B005/21/22

• FORM OF OFFER AND ACCEPTANCE

T2.1.17. OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

CONSTRUCTION OF CABAZI COMMUNITY HALL IN WARD 4

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

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

Offer to be valid for 90 (ninety) days from the closing date of bid.

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

R (number)

.....
.....

..... (in words)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the bidder before the end of the period of validity stated in the Bid Data, whereupon the bidder becomes the party named as the contractor in the Conditions of Contract identified in the Contract Data.

Signature Date

Name Capacity

for the bidder

.....
(Name and address of organization)

Witness:
Name Signature Date



ACCEPTANCE

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

The terms of the contract, are contained in:

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

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the Bidder, provided that the Employer notifies the Tenderer of the tracking number within 24 hours of such submission. Unless the Bidder (now Contractor) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature Date

Name Capacity

for the Employer

(Name and address of organization)

Witness:
Name Signature Date



T2.1.18. **SCHEDULE OF DEVIATIONS**

a)	Subject	
	Details	

b)	Subject	
	Details	

c)	Subject	
	Details	

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

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

BIDDER:

Signature:

Name:

Date:

Witness:

Signature:

Name:

Date:

EMPLOYER:

Signature:

Name:

Date:

Witness:

Signature:

Name:

Date:



- **CONTRACT DATA**

T2.1.19. GENERAL CONDITIONS OF CONTRACT (GCC 2015 AND JBCC CONTRACT 6.1 EDITION)

The General Conditions of Contract for Construction Works (2015) and JBCC Contract 6.1 published by the South African Institution of Civil Engineering, First Edition, Fourth Print, is applicable to this contract.

Copies of these General Conditions of Contract may be obtained from the South African Institution of Civil Engineering:

Block 19, Thornhill Office Park,
Bekker Street, Vorna Valley,
Midrand.
Private Bag X200,
Halfway House. 1685

Tel: 011-805 5947
Fax: 011-805 5971

T2.1.20. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT AND JBCC CONTRACT

GUARANTEE IN LIEU OF RETENTION

Amend clause 6.10.3 through:
No guarantee will be accepted in lieu of retention.



T2.1.21. **CONTRACT DATA PROVIDED BY THE EMPLOYER**

REFERENCE TO:	CLAUSE	DESCRIPTION
PART 1- DATA PROVIDED BY EMPLOYER		
Employer	1.1.1.15 1.2.1.21	Dr Nkosazana Dlamini Zuma Local Municipality Physical Address: Main Street, Creighton, 3263 Postal Address: PO Box 62, Creighton, 3263 Tel No: (039) 833 1038 Fax No: (039) 833 1179
Engineer	1.1.1.16 1.2.1.2	Mgamule Consulting Engineers Physical Address: 29 Convent Road, Ladysmith 3370 Postal Address: P. O. Box 429, Bergville 3350 Tel No: (036) 631 2298 Fax No: (036) 631 2331 E-mail: hlanganani@mgamule.co.za
Year-end break	1.1.1.12	Commences 10 December 2021 and ends 7 January 2022
Time to provide guarantee	6.2	Within 14 days of commencement date
Value of guarantees	6.2	10% of bid sum (excluding VAT)
Time for commencement of work	5.3.1	Within 28 days of commencement date
Time for submission of programme for works	5.6.1	Within 14 days of commencement date
Works insurance	8.6.1.1	Required
Limit of Liability Insurance	8.6.1.3	R 5 million per claim, number of claim unlimited
Special non-working days	5.8.1	All promulgated South African Public Holidays
Time for completion	5.12.1	6 months from commencement date
Penalty for delay	5.13.1	- Failure to complete work R 3000 per calendar day , - Removal of plant from site without engineers written consent R 1000 per calendar day , -Late payment of local labour by 30 days from date of payment – R 1000 per calendar day
Contract Price Adjustment	6.8.2	Not applicable
Percentage advance on materials	6.10.1.5	80%
Retention monies	6.10.3	10%
Limit of retention	6.10.2	10% of contract value.
Retention guarantee	6.10.3	Not permitted
Defects Liability period	1.1.1.13	12 months
REFERENCE TO:	CLAUSE	DESCRIPTION



PART 2- DATA PROVIDED BY CONTRACTOR

Contractor	1.1.1.6	Name of Contractor:
	1.2.1.2	Physical Address:
		Postal Address:
		Tel No:
		Fax No:
		E-mail:

T2.1.22. SPECIAL CONDITIONS OF CONTRACT

SC1: PREAMBLE

The Special Conditions of Contract contains clauses hereinafter defined and forms an integral part of the Conditions of Contract. In the case of any discrepancy or conflict with any part of the General Conditions of Contract, the Special Conditions of Contract shall take precedence and shall govern.

SC2: APPROVALS GRANTED BY CLIENT

Add to clause 3.1.3

The Engineer is, in terms of his appointment by the Employer for the design and administration of the Works, required to obtain the specific approval from the Employer for the execution of the following duties:

- 2.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from such order which is to be borne by the Employer in terms of Clause 5.11 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 6.6 of these conditions.

SC3: OCCUPATIONAL HEALTH AND SAFETY ACT

Add to clause 4.3

Contractor's liability as mandatory

Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act. The Contractor shall also ensure that any sub-contractor employed by him shall comply with the Act and the Regulations.

Contractor to notify Employer

The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations



SC4: CONTRACTOR'S RESPONSIBILITY FOR SETTING OUT

Add to Clause 5.9.1

The Contractor shall take special precautions to protect all permanent survey beacons, bench-marks, stand boundary pens and trigonometrical beacons regardless whether such pegs or beacons were placed before or during the execution of the contract. If any such beacons or pegs which would not otherwise have been affected by construction of the works, have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.



SC5: NATURAL VEGETATION (ADDITIONAL SUB CLAUSE)

Add new Clause 8.2

"The Contractor shall confine his operation to as small an area of the site as may be practical for the purpose of constructing the works.

Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer".

SC6: DELAY THROUGH OPPORTUNITIES AFFORDED TO OTHER PERSONS

Add to Clause 4.8

"Whenever the Contractor considers that he is suffering a delay in the smooth running of his work as the result of the execution of any work on the Site by other persons he shall report to the Engineer in writing within twenty-four (24) hours of the occurrence thereof the circumstances and extent of such delay. The Engineer shall take such steps to resolve the problem as he considers necessary. Failure on the part of the Contractor to report to the Engineer such delay at the time of its occurrence shall invalidate any claim to any extension of time in terms of Clause 6.6".

SC7: ENGAGEMENT OF EMPLOYEES

Add to Clause 4.1

"The Contractor shall at all times exercise strict control over his employees to prevent, as far as possible, any unruly or unlawful behaviour by or amongst the labourers and other employed by him.

The Contractor shall not engage or otherwise employ on the Works any person who, at the time of signing the contract, was employed by the Employer or its Consulting Engineers engaged upon the Works, unless the Contractor obtains the written consent of the Engineer in respect of the employment of such person".

SC8: SOURCE OF MATERIALS

Add to Clause 7.2

"The source of supply of all materials including all stone, sand, gravel or soil or any other natural material required in the execution of the works shall be located by the contractor. No material shall be used until it has been approved by the engineer".

SC9: EXTENSION OF TIME DUE TO INCLEMENT WEATHER

Add the following to sub-clause 5.12.2.2

(b) Abnormal climatic conditions.

No extensions of the time for completion shall be granted on the grounds of normal rainfall conditions, but extension of time in terms of clause 6.6.2 of the General Conditions of contract on the grounds of abnormal rainfall or wet conditions shall be calculated separately for each calendar month or part thereof, according to the following formula. It shall be calculated as follows for the time for completion, including any extension thereof:



$$V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$$

V = Extension of time for calendar days of the calendar month concerned.
If the value of V is negative and the absolute value thereof is greater than Nn, V is taken as negative Nn.

Nw = Actual number of days during calendar month on which a rainfall of Y mm or more is recorded.

Nn = Average number of days in the calendar month concerned on which a rainfall of Y mm or more is recorded in terms of existing rainfall data

Rw = Actual rainfall for the calendar month concerned in mm

Rn = Average rainfall for the calendar month in mm deduced from existing rainfall data.

For the purposes of the contract Nn, Rn, X and Y shall have the values as stipulated below.

The total extension of time is the algebraic sum of the monthly totals for the period concerned, extension of time for parts of a month shall be calculated by using pro rata values of Nn and Rn. If the algebraic sum of the monthly totals is negative, no reduction of the time for completion as a result of rainfall shall be applicable.

This formula does not take any delays as a result of flood damage, which may cause further or simultaneous delays, into consideration and flood damage shall be treated separately for purposes of extension of time for completion.

The factor (Nw – Nn) is considered as a fair allowance for deviation from the normal for the number of days on which the rainfall exceeds Y mm. The factor (Rw – Rn)/X is considered as a fair allowance for deviation from the normal for the number of days on which the rainfall does not exceed Y mm, but on which wet conditions will hamper or disrupt work.

The Contractor shall keep daily rainfall records and submit it to the Engineer at every site meeting. No additional payment shall be made for the supply and installation of the rain gauge or for the keeping of the rainfall records and all costs must be included in the scheduled items.



SC10: EXTENSION OF TIME DUE TO DISRUPTION OF LABOUR

Add the following to Sub Clause 5.12.2.4

"Labour disruptions on a regional or national level due to political unrest, organised mass action or related incidents will be considered to be beyond the Contractor's control.

Any strike within the confines of the Contractor's company and/or this project only, will be deemed to be within the Contractor's control".

SC11: VALUATION OF MATERIAL BROUGHT ONTO SITE

Add the following to Sub-Clause 6.10.2

"Payment for materials on site will only be considered for those materials which are physically on site. Any statement in which a claim for materials on site is included, shall have attached a declaration that the materials listed in the statement are owned by the Contractor, accompanied by proof of ownership. The ownership of materials shall be transferred to the Employer in accordance with the pro forma "Transfer of Rights" bound in as an annexure to these Special Conditions of Contract".



CONSTRUCTION OF CABAZI COMMUNITY HALL IN WARD 4

CONTRACT NO: PWBS- B005/21/22

• FORM OF GUARANTEE

CONTRACT NO: PWBS- B005/21/22

WHEREAS DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY (hereinafter referred to as the Employer") entered into, a Contract with:

.....

(hereinafter called "the Contactor") on the day of 20 for the

CONSTRUCTION OF CABAZI COMMUNITY HALL IN WARD 4

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 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 Debtors 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 extensions 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 our liability hereunder be affected by reason 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.
4. 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 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 or liquidated.
5. Our total liability hereunder shall not exceed the Guaranteed Sum of
..... Rand (in words);
R..... (in figures)
6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.



7. 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 this day 20

Signature

Duly authorized to sign on behalf of

Address

.....

.....

As witnesses:

1

2

• **CESSION AGREEMENT**

WHEREAS the Contractor referred to as “Cedent” intends to cede payment to the Sub-Contractor referred to as “Cessionary” that the Sub-Contractor must be in the municipal database prior to any payments to the Cessionary bank account. No payments will be effective if the Cessionary is not on the municipal database and the municipality will not responsible for such. It is the responsibility of the Contractor to ensure that the Sub-Contractor is registered on the database to effect payments.



DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY
DEPARTMENT OF PUBLIC WORKS AND BASIC SERVICES

CONSTRUCTION OF CABAZI COMMUNITY HALL IN WARD 5

CONTRACT NO: PWBS- B005/21/22

PART C2

THE BILL OF QUANTITIES



PRICING INSTRUCTIONS

1. The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
 - a) civil engineering work has been drawn up in accordance with the provisions of the latest edition of SANS 1200 Standardized Specifications for Civil Engineering Works.
 - b) mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Refrigeration, Air-Conditioning and Ventilation Installations, published by the South African Association of Quantity Surveyors, (July 1990).
 - c) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
2. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

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



3. For the purpose of the Bill of Quantities, the following words shall have the meanings hereby assigned to them:
- Unit: The unit of measurement for each item of work.
Quantity: The number of units of work for each item.
Rate: The agreed payment per unit of measurement.
Amount: The product of the quantity and the agreed rate for an item.
Lump sum: An agreed amount for an item, the extent of which is described in the Bill of Quantities but the quantity of work of which is not measured in any units.
4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards.
6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amounts tendered under such items.
7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
8. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bill of Quantities.
9. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
10. The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the Specification.
11. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bill of Quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the Works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such Works, other than plant specifically provided for in the Scope of Work, is a variation to the contract.
12. Payment for items, which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works), will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.
13. The contractor must make allowance in his rates for the security of all material delivered and accepted on his project. The client will entertain no claims for loss of material, and replacement thereof will be solely for the contractor's own account.



BILL OF QUANTITIES



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
	BILL NO. 1				
	PRELIMINARIES AND GENERAL				
	FIXED CHARGE ITEMS				
	Insurance for the Works and R 5million Public Liability.	Sum	1		
	ESTABLISHMENT OF FACILITIES ON THE SITE				
	Facilities for Engineer (SANS AB)				
	Offices and storage sheds.	Sum	1		
	Name board 1.2m x 2.4m on timber posts	No	1		
	Facilities for Contractor				
	Offices and storage sheds.	Sum	1		
	Workshops	Sum	1		
	Living accommodation	Sum	1		
	Ablution and latrine facilities.	Sum	1		
	Tools and equipment.	Sum	1		
	Water supplies, electric power, communications, etc	Sum	1		
	Dealing with water (Subclause 5.5)	Sum	1		
	Access (Subclause 5.8)	Sum	1		
	Other fixed charge obligations.	Sum	1		
	Removal of site establishment.	Sum	1		
	HEALTH AND SAFETY				
	Preparation of Health and Safety Plan	Sum	1		
	Health and Safety Training	Sum	1		
	Personal Protective Clothing and Equipment	Sum	1		
	Fences, Signs and Barricades	Sum	1		
	Establishment of Safety Administration	Sum	1		
	Other Health and Safety Fixed-charged Obligations	Sum	1		
TOTAL CARRIED FORWARD					



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
	TIME RELATED ITEMS				
	Contractual requirements. (Calculated over contract period)	Sum	6		
	OPERATION AND MAINTENANCE OF FACILITIES ON SITE FOR DURATION OF CONSTRUCTION, (UNLESS OTHERWISE STATED)				
	Facilities for Engineer (SANS AB)				
	Offices	Sum	1		
	Survey equipment (including Tripod, Staff, Level, etc)	Sum	1		
	SUM STATED PROVISIONALLY FOR THE ENGINEER				
1	Project Management and Contract Monitoring for duration of the Projects	Prov Sum	1	50000	R 50 000,00
	Oveheads and profit on item 1.	%			
2	Provisional Sum for Geotech, Surveying, Environmental Initial Assessment(EIA)	Prov Sum	1	240000	R 240 000,00
	Oveheads and profit on item 2.	%			
3	Provisional Sum for control testing of material by an approved independent laboratory	Prov Sum	1	25000	R 25 000,00
	Oveheads and profit on item 3.	%			
4	LED Compliance	Prov Sum	1	80000	R 80 000,00
	Facilities for Contractor				
	Offices and storage sheds.	Sum	1		
	Workshops	Sum	1		
	Living accommodation	Sum	1		
	Ablution and latrine facilities	Sum	1		
	Tools and equipment	Sum	1		
	Water supplies, electrical power, communication, ect	Sum	1		
	Dealing with water (Subclause 5.5)	Sum	1		
	Pollution	Sum	1		
	Access (Subclause 5.8)	Sum	1		
	HEALTH AND SAFETY				
	Implementation and maintenance of Health and Safety Plan	Sum	1		
	Provision of Construction Safety Officer(s)	Sum	1		
TOTAL CARRIED FORWARD					

[illegible]



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
	SECTION NO. 2				
	EARTHWORKS				
	BILL NO. 2				
	FOUNDATIONS				
	Preambles				
	Tenderers are referred to the Model Preambles for all trades as published by the South African Quantity Surveyors and the Architectural and Structural Works Information before pricing this Bill of Quantities				
	EARTHWORKS				
	Cut and borrow to fill, including free-haul up to 5 km				
	Compacted to 93% of modified AASHTO density	m ³	750		
	CLEARING AND GRUBBING				
	Clean site including digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees exceeding 200mm girth, bush, etc	m ²	2500		
	Remove the topsoil and stockpile instructed by engineer.	m ³	180		
	Levelling site- building platform import material G5 selected	m ³	40		
	Intermediate material	m ³	30		
	EXCAVATION, FILLING, ETC				
	Excavation in earth or compacted filling not exceeding 2m deep				
	Trenches.	m ³	60		
	Reducing levels to final levels under floors, etc.	m ³	77		
	Pit	m ³	60		
	Extra over excavations in earth for excavation in				
	Soft rock	m ³	12		
	Hard rock	m ³	42		
	Extra over all excavations for carting away				
	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m ³	55		
TOTAL CARRIED FORWARD					



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
	Risk of collapse of excavations				
	Sides of trench and hole excavations not exceeding 1,5m deep	m ²	10		
	Sides of trench and hole excavations exceeding 1,5m deep	m ²	17		
	Keeping excavations free of water				
	Keeping excavations free of water other than subterranean water	Item	1		
	Earth filling obtained from the excavations compacted in to a density of 90% modified AASHTO				
	Under solid floors, etc	m ³	34		
	Approved earth filling supplied and carted on by the Contractor, compacted in layers not exceeding 150mm to 95% Mod. AASHTO density				
	Under solid floors	m ³	36		
	Approved gravel (G6) filling supplied and carted on by the Contractor, compacted in layers not exceeding 150mm to 95% Mod. AASHTO density				
	Under solid floors	m ³	77		
	Backfilling to trenches, etc	m ³	21		
	To bottom of trenches, holes, etc	m ³	4		
	50mm Thick coarse river sand filling supplied by the contractor				
	Under floors, ramp, etc	m ²	10		
	Compaction of surfaces				
	Compaction of ground surface under surface beds etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 90% Mod AASHTO density	m ²	255		
	SOIL POISONING				
	Soil poisoning in accordance with SANS 5859				
	Under floors etc including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming	m ²	255		
TOTAL CARRIED FORWARD TO SUMMARY					



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
	BILL NO. 3				
	CONCRETE, FORMWORK AND REINFORCEMENT				
	Preambles				
	Tenderers are referred to the Model Preambles for all trades as published by the South African Quantity Surveyors and the Architectural and Structural Works Information before pricing this Bill of Quantities				
	TEST BLOCKS				
	Making and testing 150 x 150 x 150mm concrete strength test cubes.	No	5		
	REINFORCED CONCRETE				
	25 MPa/19 mm concrete in				
	Surfaced Beds and Thickening , etc cast in panels on water proofing	m ³	22		
	Floor slabs pit	m ³	4		
	Stage	m ³	3		
	25 MPa/19 mm concrete in				
	Strip Footings	m ³	21		
	CONCRETE SUNDRIES				
	Finishing top surfaces of concrete smooth with a wood float				
	Surface beds	m ²	255		
	ROUGH FORMWORK				
	Rough formwork to sides and soffits of:				
	Strip footings not exceeding 300mm high	m	95		
	Edges, risers, ends and reveals not exceeding 300mm high or wide	m	55		
	UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES				
	15 MPa/19 mm concrete in				
	Surface blinding under footings and bases	m ³	6		
TOTAL CARRIED FORWARD					

[illegible]



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
	BILL NO. 4				
	MASONRY				
	Preambles				
	Tenderers are referred to the Model Preambles for all trades as published by the South African Quantity Surveyors and the Architectural and Structural Works Information before pricing this Bill of Quantities				
	FOUNDATIONS				
	Brickwork of NFX bricks (14 Mpa nominal compressive strength) in class II mortar				
	One and half brick walls	m ²	185		
	SUPERSTRUCTURE				
	Brickwork of NFXP bricks (14 Mpa nominal compressive strength) in class II mortar				
	One brick walls	m ²	450		
	Brickwork of NFX bricks (14 Mpa nominal compressive strength) in class II mortar				
	Half brick walls	m ²	58		
	Sundries				
	Brick-on-edge header course window sill 220mm wide, set weathered and slightly projecting	m	40		
	Brickwork reinforcement				
	Brick walls in superstructure are to be provided with brick reinforcement on every fourth coarse, unless otherwise stated.				
	75mm Wide reinforcement built in horizontally	m	334		
	150mm Wide reinforcement built in horizontally	m	675		
	Prestressed concrete lintels				
	110 x 70mm Lintels in lengths not exceeding 3m	m	45		
	Ties, Cramps etc				
	2 x 30mm Galvanised hoop iron tie 600mm long with one end short fixed into side of concrete or brickwork and the other end built into brickwork and turned up into joint	No	80		
TOTAL CARRIED FORWARD TO SUMMARY					



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
	BILL NO. 6				
	ROOF COVERINGS, ETC.				
	Preambles				
	Tenderers are referred to the Model Preambles for all trades as published by the South African Quantity Surveyors and the Architectural and Structural Works Information before pricing this Bill of Quantities				
	PROFILED METAL SHEETING AND ACCESSORIES				
	0,6mm IBR Chromadek 'Traffic Green' spelter galvanised steel roof sheeting with Classicoat finish to one side and protective primer coating on reverse side and accessories fixed to timber purlins or rails at 1000mm centres				
	Roof covering with pitch not exceeding 20 degrees	m ²	350		
	Standard ridge covering 550mm girth, with polyclosures to bothsides	m	40		
	ROOF AND WALL INSULATION				
	Super Sisalation Heavy Duty Industrial Grade 420 - Double sided reflective foil laminate incorporating layers of kraft paper and reinforcing scrim, laminated together with low density polyethylene (293gsm)				
	Insulation laid over timber rafters at 1000mm centres fixed concurrent with purlins	m ²	350		
	RAINWATER DISPOSAL				
	0,6mm Galvanised sheet iron gutters				
	100 x 100mm Eaves gutters with beaded front edge	m	74		
	Extra over for stopped end	No	4		
	Extra over for outlet for 100 x 75mm diameter pipe	No	12		
	100 x 75mm Rainwater pipes	m	39		
	Extra over rainwater pipe for shoe	No	12		
	Extra over rainwater pipe for bend	No	12		
TOTAL CARRIED FORWARD TO SUMMARY					

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
	BILL NO. 7				
	CARPENTRY AND JOINERY				
	Preambles				
	Tenderers are referred to the Model Preambles for all trades as published by the South African Quantity Surveyors and the Architectural and Structural Works Information before pricing this Bill of Quantities				
	PREFABRICATED ROOF TRUSSES				
	a. All the roof trusses to be designed and constructed with softwood structural timber to include for live loads, wind loads and to take profiled metal roof covering, purlins and fibre cement or gypsum plasterboard ceilings with bracing. Each roof truss shall have all its members accurately cut and close butted together and rigidly fixed by CSIR approved patented galvanised metal spike connectors, fixed on both sides of each intersection by an approved method, all in accordance with the manufacturer's instructions.				
	b. Unless otherwise described all rafter feet are to extend approximately 600mm beyond the length of the tie beam, with ends twice splay cut.				
	c. The design, manufacture and transportation of the roof trusses, bracing, etc. shall be under the control of a registered Engineer and it shall be required from the manufacturer of the trusses to lodge a written guarantee that his construction has been designed by a qualified Structural Engineer and that he is in possession of a capability certificate issued by the Institute for Timber Construction and approved by the Representative/Agent				
	d. All timber shall be stress-graded pine or glued laminated timber for construction or engineering purposes in accordance with the specifications of SABS Specification No 563 or as defined in SABS Specification No.1245. Stress-grades shall be marked as specified, viz V4, M4, V6, M6, etc.				
	e. Erection must be carried out as described in "The				
TOTAL CARRIED FORWARD					



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
	ROOF TIMBERS				
	Sawn South African Pine				
	38 x 114mm Wall plates	m	80		
	50 x 75mm Purlins	m	735		
	38 x 114mm Trusses	m	1925		
	600mm long wrought end to 38mm x 114mm sawn timber and sprayed cut	No	35		
	2.5mm diameter galvanised wire tie 400 girth wrapped around rafter and purlin with ends tie together	No	350		
	EAVES, VERGES, ETC				
	Pressed fibre-cement				
	225 x 12mm Fascias and barge boards, including galvanised steel H-profile jointing strips	m	82		
	225 x 80mm x 12mm angle section barge boards, including galvanised steel H-profile jointing strips	m	10		
	Louver roof	m ²	11		
	DOORS				
	Prices				
	All doors, unless otherwise stated, are to be hung to pressed steel door frames and prices are to include for screws.				
	Wrought Meranti Doors				
	44 mm Thick framed, ledged and braced batten door, size 813 x 2032 mm high formed of 44 x 110 mm top rail and stiles, 22 x 150 mm middle ledge and braces and 22 x 225 mm bottom rail, filled in with 22 mm vertical tongue and groove planking and flush to the other side	No	5		
	Ditto, but double door in two equal leaves, hung folding with rebated meeting styles, size 1511 x 2134mm high	No	1		
	ROOF SUNDRIES				
	3,2 mm Diameter galvanised wire ties 650mm girth wrapped around and nailed to purlins and roof battens at intersections	No	320		
TOTAL CARRIED FORWARD TO SUMMARY					

[illegible]



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
	BILL NO. 10				
	IRONMONGERY				
	Preambles				
	Tenderers are referred to the Model Preambles for all trades as published by the South African Quantity Surveyors and the Architectural and Structural Works Information before pricing this Bill of Quantities				
	LOCKS				
	Note:				
	All striking plates to be fitted to pressed steel frames unless otherwise stated				
	Approved				
	Three lever lockset with striking plate fixed to metal	No	11		
	Four lever lockset with striking plate fixed to metal	No	1		
	LETTERS, NAMEPLATES, ETC. (PROVISIONAL)				
	Stainless steel plate 160 x 160 x 0.9mm engraved fire extinguisher symbol (Code 079/160E/FHR)	No	2		
	Stainless steel plate 160 x 160 x 0.9mm engraved female symbol (Code 079/160E/FEM)	No	1		
	Stainless steel plate 160 x 160 x 0.9mm engraved male symbol (Code 079/160E/MALE)	No	1		
	BATHROOM FITTINGS				
	Approved				
	Satin chromium plated vandal proof toilet roll holder plugged	No	6		
	SUNDRIES				
	Approved				
	38mm diameter rubber door stop plugged	No	13		
	Fortis key cabinet for 15 keys plugged	No	1		
TOTAL CARRIED FORWARD TO SUMMARY					



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
	BILL NO. 12				
	METALWORK				
	Preambles				
	Tenderers are referred to the Model Preambles for all trades as published by the South African Quantity Surveyors and the Architectural and Structural Works Information before pricing this Bill of Quantities				
	Jointing, cutting, etc				
	Prices for steelwork are to include for all brazing, soldering, welding, bolting, screwing, riveting, threading, mitres, etc. and are indicated where possible				
	WELDED GALVANIZED SCREENS, GATES, ETC				
	Sizes etc.				
	The sizes given are approximate and the widths stated are to suit normal brick walls either faced or plastered on one or both sides.				
	Careful reference must be made to drawings and buildings for exact sizes and details of ironmongery before ordering. Any errors in this respect will be for the Contractor's expense.				
	Prices				
	Except where described as galvanised, frames shall be treated with one coat of primer complying with SABS 909, before leaving the factory				
	1,2mm Thick double rebated steel door frames, suitable for 40mm thick doors and one brick walls				
	Frame for door size 813 x 2032mm high	No	5		
	Frame size, 1511mm wide x 2134mm high outward opening steel double doors, fitted with parliament hinges, cabin hooks and catches on 50x50x20mm hardwood blocks.	No	1		
	Burglar Bars& lock for Double door size 1511 x 2134mm high	No	1		
	Burglar Bars& lock for Single door size 813 x 2032mm high	No	1		
	Single rebated galvanised steel door standard door frame size 813 x 1955mm high	No	7		
TOTAL CARRIED FORWARD					

[illegible]



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
	BILL NO. 13				
	PLASTERING				
	Preambles				
	Tenderers are referred to the Model Preambles for all trades as published by the South African Quantity Surveyors and the Architectural and Structural Works Information before pricing this Bill of Quantities				
	GRANOLITHIC				
	Untinted granolithic finish on concrete				
	20mm Thick on floors	m ²	250		
	INTERNAL PLASTER				
	15mm thick (1:5) internal cement plaster finish with steel trowel on concrete blockwork:				
	Walls	m ²	420		
	EXTERNAL PLASTER				
	12mm thick (1:5) external cement plaster finish with steel trowel on concrete blockwork walls to roof level:				
	Walls	m ²	290		
TOTAL CARRIED FORWARD TO SUMMARY					



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
	BILL NO. 14				
	TILINGS, PARTITIONS, ACCESS FLOORING				
	Preambles				
	Tenderers are referred to the Model Preambles for all trades as published by the South African Quantity Surveyors and the Architectural and Structural Works Information before pricing this Bill of Quantities				
	600 x 600mm "Polish Porcelain tiles " as supplied by CTM or similar approved non slip ceramic tiles fixed with tile adhesive on screed and flush pointed with tinted grout				
	On floors	m ²	215		
	Skirting 100mm high of cut floor tiles	m	102		
	150 x 150mm "Union" or similar approved porcelain full body mosaics of on average 50mm plaster bedding on concrete and with TAL Sureproof waterproof jointing compound for kitchen				
	On Walls	m ²	15		
TOTAL CARRIED FORWARD TO SUMMARY					



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
	BILL NO. 15				
	PLUMBING AND DRAINAGE				
	Preambles				
	Tenderers are referred to the Model Preambles for all trades as published by the South African Quantity Surveyors and the Architectural and Structural Works Information before pricing this Bill of Quantities				
	SANITARY FITTINGS				
	Descriptions of fittings shall deem to include the tight sealing contact joint between sanitary fittings and walls, floors, etc. with approved silicone sealer				
	Atlas Plastics rotomoulded polyethylene VIP 200 pit pedestal, size 370 x 500mm high (code: 223AP) with foot piece and VIP 200 inlet funnel (code: 224AP), inserted into concrete cover slab of pit (measured elsewhere) with a removable plug	No	7		
	SANITARY PIPEWORK				
	110mm Pipe	No	7		
	TANKS ETC				
	Atlas Plastics rotomoulded polyethylene water tank				
	Water tank, (code :2103AP) size 1700mm x 1500mm diameter, 5000 litre capacity, connected to 2 x 38mm threaded inlet, outlet and overflow tank connectors including 450mm diameter manhole lid with 3 self tapping screws.	No	2		
	Water tank stand of 2000mm x 2000mm x 850mm high 230 brickwork on 600mm x 250mm reinforced concrete foundation and 100mm Concrete Slab of 25MPa on well compacted selected material, compacted in 150mm layers plus the concrete fill Cavity (15Mpa) of 255mm x 1500mm x 1500mm to hold the tank has been installed	Sum	2		
	TRAPS ETC				
	Butyl rubber				
	40mm Butyl rubber deep seal P or S-trap	No	6		
	FIRE EQUIPMENT, ETC ON WALL MOUNTED HANGERS				
	9 Kg Dry chemical fire extinguisher, complete with hook and 25mm thick wrot Meranti bearer, size 225 x 1000mm, finished with three coats polyurethane suede varnish and plugged to brickwork or concrete	No	2		
TOTAL CARRIED FORWARD TO SUMMARY					



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
	BILL NO. 17				
	PAINTWORK				
	Preambles				
	Tenderers are referred to the Model Preambles for all trades as published by the South African Quantity Surveyors and the Architectural and Structural Works Information before pricing this Bill of Quantities				
	ON FLOATED PLASTER				
	Primer and two coats Plascon paint on:				
	Prepare and paint one coat acrylic undercoat and two coats super general purpose Plascon				
	Internal plaster walls in kitchen and offices. (Colour: Oatmeal)	m ²	78		
	Internal plaster walls to hall area. (colour: Oatmeal)	m ²	342		
	Prepare and paint one universal undercoat and Two coats "Plascon" Micatex or similar approved texture paint				
	External plastered walls	m ²	290		
	ON FIBRE CEMENT				
	Primer and two coats acrylic Plascon paint on:				
	Fibre-cement and gypsum ceilings, including priming nail heads and metal coverstrips	m ²	254		
	Fibre-cement fascias and barge boards	m ²	25		
	ON METAL SURFACES, ETC.				
	Primer (where necessary), undercoat and two coats gloss enamel paint on:				
	Steel security gates, screens, etc.(measured flat on both sides)	m ²	4		
	Prepare and paint one coat undercoats polyurethane eggshell enamel paint (colour: white):				
	Doors and door frame	m ²	20		
	ON WOOD SURFACES, ETC.				
	Prepare and paint two coats exterior water resistant varnish or wood dressing preservative on:				
	Three coats polyurethane matt varnish on:				
	Doors	m ²	50		
TOTAL CARRIED FORWARD TO SUMMARY					



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
	SECTION 4				
	BILL NO: 18				
	EXTERNAL WORKS (PROVISIONAL)				
	PREAMBLES				
	Tenderers are referred to the Model Preambles for all trades as published by the South African Quantity Surveyors and the Architectural and Structural Works Information before pricing this Bill of Quantities				
	APRONS, ETC				
	Compaction of surfaces				
	Scarify earth surface to a depth of 125mm, breaking down over size material and reconsolidate to 90% modified AASHTO density	m ²	45		
	Approved earth filling supplied and carted on by the Contractor, compacted in layers not exceeding 150mm to 95% Mod. AASHTO density				
	Under aprons, stage	m ³	25		
	25 MPa/19 mm concrete in				
	Aprons etc	m ³	8		
	Finishing top surfaces of concrete to an evenly brushed non-slip surfaces				
	Aprons etc	m ²	50		
	General Formwork				
	Edgers, risers, ends and reveals not exceeding 300mm high or wide	m	60		
	FENCING				
	Rates				
	Rates for fencing are to include for all holes, bolts, binding wire, tarred ends, straining eye bolts, etc				
	1800mm high steel heavy duty palisade fencing. This includes posts 2460mm high overall and embedded in concrete footings. Pales are 1925mm high overall bolted to rails 2750mm long with 10 pales per section.	m	180		
	Single security gate, size 4000mm wide x 2390mm high overall a vehicle gate, galvanised	No	1		
	Single pedestrian gate, size 2390 mm high x 1200mm wide galvanised gate.	No	1		
TOTAL CARRIED FORWARD					



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
	Mass concrete 25MPa (19mm stone)				
	450 x 450 x 600mm deep Bases to poles , etc including all neccessary excavation,backfilling, ramming and formwork	m ³	10		
	450 x 660 x 800mm deep Bases to poles , etc including all neccessary excavation,backfilling, ramming and formwork	m ³	1		
	900 x 4885 x 225mm deep Bases at entrance , etc including all neccessary excavation,backfilling, ramming and formwork	m ³	1		
	Supply and delivery to site: 'ALPINE' Type G3 or similar approved - Black Stacker chairs.	No	340		
	Supply and delivery of 1730 x 800mm long steel folding tables	No	14		
	Allow the amount of R 6 000.00 for the supply and deliver of an approved gas / electrical stove	Sum	1,00	6000	R 6 000,00
	Supply and delivery to site: 'Nouveau single sink 1160 x 460mm wide,allow amount of R 3 500.00 for sink.	Sum	1,00	3500	R 3 500,00
	Electrical Installation				
	Allow the sum of R60000.00 (Sixty thousand rand), net, for the electrical installation, complete.	Sum	1,00	60000	R 60 000,00
	Allow for profit	%			
	Cupboards, worktops, etc.				
	Allow the sum of R15000.00 (Fifteen thousand rand), net, for the cupboards, worktops, etc. complete installed .	Sum	1,00	15000	R 15 000,00
	Allow for profit	%			
	Louvre blinds, curtains, etc				
	Allow the sum of R 10000.00 (Ten thousand rand), net, for louvre blinds, curtains, etc., complete installed	Sum	1,00	10000	R 10 000,00
	Allow for profit	%			
	Community Liaison Officer (CLO)				
	Allow the sum of R25 000 (Twenty five thousand rand), net for a Community Liaison Officer.	Sum	1,00	25000	R 25 000,00
	Allow for profit	%			
TOTAL CARRIED FORWARD TO SUMMARY					



BILL NO	SECTIONS	PAGE	AMOUNT
1	PRELIMINARY AND GENERAL	C2-6	
2	EARTHWORKS	C2-8	
3	CONCRETE, FORMWORK & REINFORCEMENT	C2-10	
4	MASONRY	C2-11	
5	WATERPROOFING	C2-12	
6	ROOF COVERING	C2-13	
7	CARPENTRY AND JOINERY	C2-15	
8	CEILINGS, PARTITIONS, ACCESS FLOORING	C2-16	
10	IRONMONGERY	C2-17	
12	METALWORK	C2-19	
13	PLASTERING	C2-20	
14	TILING	C2-21	
15	PLUMBING AND DRAINAGE	C2-22	
16	GLAZING	C2-23	
17	PAINTWORK	C2-24	
19	EXTERNAL WORKS (PROVISIONAL SUMS)	C2-26	
	SUB TOTAL		
	CONTINGENCIES, Allow (10%) contingencies to be used or omitted as directed by the Client or Principal agent		
	SUB TOTAL		
	VAT @ 15%		
TOTAL CARRIED FORWARD TO FORM OF OFFER			



DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY
DEPARTMENT OF PUBLIC WORKS AND BASIC SERVICES

CONSTRUCTION OF CABAZI COMMUNITY HALL IN WARD 4

CONTRACT NO: PWBS- B005/21/22

PART C3

SCOPE OF WORK



TABLE OF CONTENTS

C3.1. DESCRIPTION OF THE WORKS

- C3.1.1. EMPLOYER'S OBJECTIVES
- C3.1.2. OVERVIEW OF THE WORKS
- C3.1.3. EXTENT OF THE WORKS
- C3.1.4. TECHNICAL SPECIFICATIONS
- C3.1.5. LOCATION OF THE WORKS
- C3.1.6. TEMPORARY WORKS

C3.2. ENGINEERING

- C3.2.1. DESIGN SERVICES AND ACTIVITY MATRIX
- C3.2.2. EMPLOYER'S DESIGN
- C3.2.3. DESIGN BRIEF
- C3.2.4. DRAWINGS
 - C3.2.4.1. Drawings Prepared for the Contractor
- C3.2.5. AS-BUILT DRAWINGS AND INFORMATION

C3.3. PROCUREMENT

- C3.3.1. SUB-CONTRACTING

C3.4. CONSTRUCTION

- C3.4.1. STANDARD SPECIFICATIONS
- C3.4.2. ITEMS NOT COVERED IN THE SPECIFICATIONS

C3.5. HEALTH AND SAFETY SPECIFICATIONS

- C3.5.1. CLIENT RESPONSIBILITIES
- C3.5.2. OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS
 - C3.5.2.1. The purpose of the Occupational Health and Safety Specification
 - C3.5.2.2. Implementation of the Occupational Health and Safety Specification



○ **TECHNICAL SPECIFICATIONS**

The Bidder to construct the Cabazi hall in Ward 4, complete as per the following and attached drawings:

1. Prepare the reinforced concrete footings of 800mm x 250mm deep.
2. Construct 255m² Cabazi hall and toilets.
3. Supply and fit 0.6mm **IBR Traffic Green** Sheetting with complete fittings to eaves height including the 4mm White Alububble 2906, D10 – White Bubble Sisalation with foil backing in conjunction with PVC coated straining wire at 383 centers.
4. The structure should have 100mm x 100mm **Aluminium Gutters** or similar approved complete with downpipes and accessories, flashing ridge closures.

○ **LOCATION OF THE WORKS**

The project is located in the KwaZulu Natal Province at Dr Nkosazana Dlamini Zuma Local Municipality under the area called Cabazini Village in Ward 4 which is located approximately 35km away from Bulwer Central Business Centre. The site is in the vacant land, near the rural residential houses. The project coordinates are **30°1'12.92"S, 29°35'12.28"E**.

○ **TEMPORARY WORKS**

There are no major temporary works on the contract.

ENGINEERING

○ **DESIGN SERVICES AND ACTIVITY MATRIX**

Responsibilities for the design and activity matrix can briefly be classified as follows:

- | | | | |
|---|----------------------------------|---|------------|
| - | Final design for fixed works | : | Employer |
| - | Design for roof trusses | : | Contractor |
| - | Preparation of as-built drawings | : | Contractor |

○ **EMPLOYER'S DESIGN**

The employer's design is depicted on the tender drawings, and provides for detailed design of all of the fixed works. The drawings will be issued as construction drawings upon the award of the contract.

○ **DESIGN BRIEF**

The contractor to note that roof trusses will need to be designed. The design will be deemed to be incorporated into the rates tendered.

In the design of roof trusses, the Code of Practice as issued by the South African Standards (Structural timber work roofing) will be deemed to be the standard to be adopted.

The contractor to satisfy the Engineer as to the methodology to be followed and will not proceed until this has officially been approved. Approval thereof will however not transfer the responsibility for safe working practice from the contractor, who will remain responsible therefore.



○ **DRAWINGS**

▪ **Drawings Prepared for the Contractor**

The following drawings are bound into the bid document and comprise the tender drawings:

..... Locality Plan
..... Site Plan
..... Community halls and Toilets Layout Plan
..... Door and Window Schedule
..... Community hall and Toilets Elevations and Section
..... Fence Details

○ **AS-BUILT DRAWINGS AND INFORMATION**

All information in possession of the contractor that is required by the Engineers representative in order to complete the as-built drawings and to prepare a completion report for the employer must be submitted to the engineer's representative before a Certificate of Practical Completion will be issued for the works.

PROCUREMENT

○ **SUB-CONTRACTING**

As required by Clause 8 - 4 of the Conditions of Contract, the contractor shall be responsible for all work carried out by sub-contractors (whether nominated by the employer or selected by the contractor) on his behalf. The engineer will not liaise directly with any sub-contractor, nor will he become involved in any problems and / or disputes related to payments, programming, workmanship etc, unless provided for in the Conditions of Contract. Such problems and / or disputes shall remain the sole concern of the contractor and his sub-contractors.

CONSTRUCTION

○ **STANDARD SPECIFICATIONS**

Although not bound in, nor issued with this document, the following standardized specifications shall form part of the contract document and, notwithstanding the provisions of Sub-clause 2.2 of SANS Clause 8, the additions specified below shall apply.

SANS 1200 Series, and in particular:

SABS 1200 A	:	General
SABS 1200 AA	:	General (small works)
SABS 1200 AB	:	Engineer's Office
SABS 1200 C	:	Site Clearance
SABS 1200 D	:	Earthworks
SABS 1200 DA	:	Earthworks (small works)
SABS 1200 DB	:	Earthworks (pipe trenches)
SABS 1200 DM	:	Earthworks (roads, subgrade)
SABS 1200 G	:	Concrete (Structural)
SABS 1200 HA	:	Structural Steelwork (Small works)
SABS 1200 HB	:	Cladding and Sheeting
SABS 1200 LB	:	Bedding (pipes)



Model Preambles of Trades - 1999 Edition

All building works shall be in accordance with the "Standard Preambles of Trades".
The abovementioned documents may be viewed at the offices of the Engineer and is available from:

South African Bureau of Standards
Private Bag X 191
PRETORIA
0001

and

South African Quantity Surveyors Association
P. O. Box 3527
HALFWAY HOUSE
1685

○ ITEMS NOT COVERED IN THE SPECIFICATIONS

Some of the items in the Schedule of Quantities may not be covered by the Standard Specifications. These items are detailed on the drawings or described in the Schedule of Quantities. The rates tendered must include all labour material etc. No additional payments will be considered.

HEALTH AND SAFETY SPECIFICATIONS

○ CLIENT RESPONSIBILITIES

The health and safety specifications are prepared to discharge the client's responsibilities in terms of the Occupational Health and Safety Act, Act No. 85 of 1993 (OSHACT) and the attendant regulations. The most noteworthy of these regulations are the Construction Regulations (GNR 1010 of 18 July 2003), the General Administrative Regulations (GNR 929 of 25 June 2003) and the General Safety Regulations (GNR 1031 of 30 May 1986 and subsequent amendments).

A health and safety specification is a documentation of all the health and safety requirements pertaining to the construction works so as to ensure health and safety of affected persons.

In terms of the Construction Regulations attached to the OSHACT the client is responsible for:

- Preparing a documented health and safety specification for the construction work, and provide any principal contractor who is making a bid or appointed to perform construction work for the client with the same;
- promptly providing the principal contractor and his or her agent with any information which might affect the health and safety of any person at work carrying out construction work;
- appointing each principal contractor in writing for the project or part thereof on a construction site;
- taking reasonable steps to ensure that each principal contractor's health and safety



plan is implemented and maintained on the construction site: Provided that the steps taken shall include periodic audits at intervals mutually agreed upon between the client and principal contractor, but at least once every month;

- stopping any contractor from executing construction work which is not in accordance with the principal contractor's health and safety plan for the site or which poses to be a threat to the health and safety of persons;
- ensuring that where changes are brought about, sufficient health and safety information and appropriate resources are made available to the principal contractor to execute the work safely;
- ensuring that every principal contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site; and
- ensuring that potential principal contractors submitting tenders, have made provision for the cost of health and safety measures during the construction process.

A client shall discuss and negotiate with the principal contractor the contents of the health and safety plan and thereafter finally approve the health and safety plan for implementation.

A client shall ensure that a copy of the principal contractor's health and safety plan is available on request to an employee, inspector or contractor.

No client shall appoint a principal contractor to perform construction work, unless the client is reasonably satisfied that the principal contractor that he or she intends to appoint has the necessary competencies and resources to carry out the work safely.

A client may appoint an agent in writing to act as his or her representative and where such an appointment is made, the responsibilities as are imposed by these regulations upon a client, shall as far as reasonably practicable apply to the person so appointed.

No client shall appoint any person as his agent, unless the client is reasonably satisfied that the person he or she intends to appoint has the necessary competencies and resources to perform the duties imposed on a client by these regulations.

○ **OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS**

▪ **The purpose of the Occupational Health and Safety Specification**

The purpose of the Occupational Health and Safety Specification (OHSS) is to assist contractors to achieve compliance with the Occupational Health and Safety law, in order to reduce incidents and injuries. The OHSS will be implemented during the construction of this project or any construction activity that the Employer has control over.

The OHSS is a performance specification to ensure that the Employer and any bodies that enter into formal agreements with the Employer viz. Agents, Consultants, Principle Contractors and Sub-Contractors achieve an acceptable level of OHS performance. No advice, approval of any document required by the OHSS such as hazard identification and risk assessment action plan or any other form of communication from the Employer shall be construed as an acceptance by the Employer of any obligation that absolves the Contractor from achieving the required level of performance and compliance with legal requirements. Further, there is no acceptance of liability by the Employer which may result from the Contractor failing to comply with the OHSS, i.e. the Contractor remains responsible for achieving the required performance levels.



■ **Implementation of the Occupational Health and Safety Specification**

This OHSS forms an integral part of the Contract, and Contractors are required to make it an integral part of their Contracts with Sub-Contractors and Suppliers. It will be disseminated by the Employer to persons responsible for the design of the infrastructure works, who will ensure that it is included in the Tender Document(s) issued to prospective Contractors. The prospective Contractors shall incorporate the requirements of the OHSS in their submission of tenders to the Employer. Some of the requirements of the OHSS are detailed in Annexure A.

This specification must be read in conjunction with the Occupational Health and Safety Act, Act No 85 of 1993 (as amended), the Regulations as published in Government Notice No R 1010 of 18 July 2003, the General Administrative Regulations as published in Government Notice No R 929 of 25 June 2003, as well as the General Safety Regulations published in Government Notice No. R 1031 of 30 May 1986, as amended. If blasting is to be conducted on site the Explosives Regulations published in Government Notice No. R 109 of 17 January 2003, would become applicable. It is noted that blasting, at the time of tender, will not be required.

These documents are obtainable as one publication entitled "Occupational Health and Safety Act and Regulations, 85 of 1993 (Full Version) Third Edition" published by Lexis Nexis Butterworths, 215 North Ridge Road, Morningside, 4001, Durban, KwaZulu-Natal.

3.5.2.2 Scope

This OHSS covers the requirements for eliminating and mitigating incidents and injuries in all Employer controlled projects.

The scope also addresses legal compliance, hazard identification and risk control, promoting a health and safety culture amongst those working on the project and those affected by the activities taking place in and around them.

3.5.2.3 Interpretations

3.5.2.3.1 Application

Compliance to the requirements of the OHSA, Construction regulations and General Safety Regulations is in addition to the requirements of the OHSS and is part of the Contractor's responsibility. The Employer will through the Agents, as appointed, monitor that the Contractor complies with the requirements of the OHSA and will not prescribe to the Contractor how such compliance is achieved.

3.5.2.3.2 Definitions

The definitions used will be those set out in the Construction Regulations, GNR 1010 of 18 July 2003 with the following additions:

Engineer:

Means a competent person appointed by the employer to design, supervise and monitor construction on their behalf.

Induction Training:

Means once off introductory training on general health and safety issues given to all employees before commencement of work on site.

Risk:

Means the probability or likelihood that a hazard can result in injury or damage.

**Site:**

Means the area in the possession of the Contractor for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the Contractor, and approved for such use by the Engineer.

The Act:

Means, unless the context indicates otherwise, the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and Regulations promulgated there under.

3.5.2.4 Requirements At Tender Stage

The Contractor shall make available the following with his completed tender:

An outline of a Health and Safety Plan as described in Regulation 5 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2003 and this specification and will be subject to approval by the Employer. This will include a Hazard Identification and Risk Assessment Analysis appropriate to the project.

A declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2003.

Failure to submit the foregoing with his tender or during tender evaluation, will lead to the conclusion that the Contractor is not be able to carry out the work under the contract safely in accordance with the Construction Regulations and may result in the tender being disqualified.

3.5.2.5 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 of the Construction Regulations, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

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

The notification must be done in the form of the pro forma included as Annexure A to the Construction Regulations, 2003.

The address details of the provincial director are as follows:

The Provincial Director: KwaZulu-Natal
Department of Labour
P.O. Box 940
DURBAN
4000

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



3.5.2.6 Guidelines For The Development Of A Health & Safety Plan

3.5.2.6.1 Background

In terms of the Construction Regulations [Regulation 4 (1) (a)] of the Occupational Health and Safety Act, No 85 of 1993, the Client is required to compile an Occupational Health and Safety specification for each of its projects and the Contractor, appointed by the Client in terms of Regulation 4 (1) (c), is required to prepare an Occupational Health and Safety Plan. This plan has to be prepared in terms of Regulation 5 (1) as well as the Client's Occupational Health & Safety Specification. In terms of Regulation 4 (2), the Client and the Contractor are required to agree on the Occupational Health and Safety Plan before any work may commence.

3.5.2.6.2 Framework for an Occupational Health and Safety Plan

Introduction

The Contractor has to demonstrate to the Client that he has a suitable and sufficiently documented Occupational Health and Safety Plan as well as the necessary competencies, experience and resources to perform the construction work safely. The Contractor is required to submit at, or before, the site handover meeting, the following documentation for perusal and verification by the Client or the Client's Agent:

- Management Structure including an organogram
- Quality Plan
- "Letter of good standing" from the Compensation Commissioner or licensed compensation insurer.
- Proof of induction and other training of employees

Contents of an Occupational Health and Safety Plan

The Occupational Health and Safety Plan shall include the following:

Occupational Health and Safety Management Programme

- A risk assessment carried out in terms of Regulation 7 of the Construction Regulations;
- Management of occupational health and safety risks;
- Occupational health and safety structures and appointments; and
- Programme of occupational health and safety inspections.

Statement Regarding the Communication and Management of the Work

- Management structure and responsibilities;
- Occupational Health and Safety objectives for the project and arrangements for monitoring and review of Occupational Health and Safety performance;
- Arrangements for:
 - o Regular liaison between parties on site;
 - o Creating and maintaining the health and safety file;
 - o Consultation with the workforce;
 - o The exchange of design information between the Client, Engineer,



- o supervisors and subcontractors on site;
- o Handling design changes during the project;
- o Selection and control of subcontractors;
- o The exchange of Occupational Health and Safety information between all subcontractors;
- o Security;
- o Site induction and on site training;
- o Facilities and first-aid;
- o The reporting and investigation of accidents and incidents;
- o The production and approval of method statements;
- o Site Occupational Health and Safety rules;
- o
- o Fire and emergency procedures;
- o Reporting to the Client i.e. results of Occupational Health and Safety inspections;
- o Incident investigations and committee meetings; and
- o Reporting of incidents to the Department of Labour and Compensation Commissioner where appropriate.

3.5.2.7 Appointment Of Safety Personnel

3.5.2.7.1 Construction Supervisor

In terms of Section 16 of the Act, the Chief Executive officer of the Contractor may delegate, in writing, part or all of his powers to a suitable person on the site. The Contractor shall appoint a full-time Construction Supervisor, in writing, in terms of Section 6.1 of the Regulations 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.

3.5.2.7.2 Construction safety officer

In terms of Section 6 of the Regulations the Contractor shall appoint in writing a full-time or part-time Construction Safety Officer. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision has been made in the schedule of quantities to cover the cost of the construction safety officer.

3.5.2.7.3 Health and safety representatives

In terms of Sections 17 and 18 of the Act the Contractor shall appoint, in writing, a health and safety representative whenever he has more than 20 employees in his employ on 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 50 employees.

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



health and safety committee.

3.5.2.7.4 Health and safety committee

In terms of Sections 17,18 and 19 of the Act 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's representative and any Department of Labour inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of meetings, recommendations and reports made by the committee.

3.5.2.7.5 Competent persons

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

- Risk assessment (Regulation 7);
- Fall protection (Regulation 8);
- Formwork and support work (Regulation 10);
- Excavation work (Regulation 11);
- Scaffolding work (Regulation 14);
- Suspended platform operations (Regulation 15);
- Material Hoists (Regulation 17);
- Batch plant operations (Regulation 18) if this required on site;
- Construction vehicle and mobile plant (Regulation 21(1));
- Use and temporary storage of flammable liquids on construction site (Regulation 23);
- Stacking and storage on construction sites (Regulation 26); and
- Fire precautions on construction sites (Regulation 27).

Such competent persons, who are not mentioned in the list above, but who become necessary during the course of the construction, should also be appointed in writing when it becomes necessary.

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.

3.5.2.8 Project / Site Specific Requirements

A description of the works to be constructed can be found in Portion 1 of the Project Specifications, Clause PS4 Details of Contract.

3.5.2.8.1 List of Activities

A list of activities has been identified for the project and the construction site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor is provided below. This list is not to be considered as exhaustive and other items must be added as required. The list is based upon the client's estimation



of the risks faced during construction and should be added to (or reduced) by the contractor as he deems necessary.

Main task	Sub task
Concrete work	Operation of small mixers
	Placing concrete with ready mix trucks/dumpers
	Placing concrete manually
	Finishing of concrete surfaces
Excavations and Earthworks	By manual labour
	By excavating equipment (compactors, excavators and tippers)
	Operations inside excavations/trenches
	In narrow trench
	Placing and compacting fill
	The sequence of opening and closing trenches and the protections around open trenches
	Dealing with the public/trespassers
Elevated working	Scaffolding and support work
	Ladders
	Risk of falling
Electrical	Temporary installations
	Working near power lines
Fire	Use and placement of fire extinguishers
	Fire fighting
Shuttering and formwork	Off loading and handling/Erection and removal
	Storage
Miscellaneous	Site establishment
	Housekeeping and General storage
	Movement of equipment
	Use of personal transport
Hazardous materials	Fuels and Lubricants
	Cement and cement bags
Stormwater Pipe laying	Handling and fixing of pipes
	Transport and storage of pipes

In addition, the following health risks should be taken into account. It may become necessary to include others according to the requirements of the project.

3.5.2.8.2 Health risks

- Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
- Exposure to noise
- Exposure to vibration
- Protection against dehydration and heat exhaustion
- Protection from wet & cold conditions
- Exposure to hazardous substances and chemicals used on site.

3.5.2.8.3 Emergency Procedures

The Principal Contractor shall submit a detailed Emergency Procedure for approval by the Client prior to commencement on site. The procedure shall detail the response plan including the following key elements:

- List of key competent personnel;
- Details of emergency services;
- Actions or steps to be taken in the event of the specific types of emergencies:



- Information on hazardous material/situations.

Emergency procedure(s) shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, bomb threats, major incidents/accidents, etc. The Principal Contractor shall advise the Client, Agent, Engineer and all relevant authorities forthwith, of any emergencies, together with a record of action taken. This shall be confirmed in writing as soon as possible after the incident. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc) must be maintained and available to site personnel. These procedures shall form part of the Health and Safety Plan.

3.5.2.8.4 First Aid Boxes and First Aid Equipment

The Principal Contractor and all Contractors shall appoint in writing First Aider(s). If not already accredited, the appointed First Aider(s) are to be sent for accredited First Aid training. Valid certificates are to be kept on site. The Principal Contractor shall provide an on-site First Aid Station with first aid facilities, including first aid boxes containing, at least, the requirements of the Annexure to Section 3 of the General Safety Regulations. All Contractors with more than 5 employees shall supply their own first aid box. Contractors with more than 10 employees shall have a trained and certified First Aider on site at all times.

3.5.2.8.5 Personal Protective Equipment (PPE) and Clothing

The Principal Contractor shall ensure that all workers are issued with and shall wear hard hats, protective footwear and overalls as well as any other necessary PPE as set out in Section 2.3 of the General Safety Regulations. Contractors are encouraged to provide reflective vests for all their staff. The Principal Contractor and all Contractors shall make provision and keep adequate quantities of SABS approved PPE on site at all times. This shall include necessary safety gear for visitors. The Principal Contractor shall clearly outline procedures to be taken when PPE or Clothing is:

- Lost or stolen;
- Worn out or damaged; and
- Issued to temporary labour or staff.

The above procedure applies to Contractors and their Sub-contractors, as they are all Employers in their own right.

3.5.2.8.6 Occupational Health and Safety Signage

The Contractor shall provide adequate on-site OHS signage. This should include but is not limited to: "no unauthorized entry", "report to site office", "site office", "beware of overhead work". Signage shall be posted up at all entrances to site as well as on site in strategic locations e.g. access routes, entrances to structures and buildings, scaffolding, and other potential risk areas/operations. These signs shall be in accordance with the requirements of the General Safety Regulations as amended.

3.5.2.9 Health And Safety File

The Contractor shall in terms of Construction Regulation 5(7) maintain a Health and Safety File on site at all times. The Health and Safety File is a file or other permanent record containing information on aspects of the construction project - which will be necessary to ensure the health and safety of any person who may be affected by the construction work.

The Contractor shall appoint a suitably qualified person to prepare the Health and Safety File and to keep it up to date for the duration of the contract. The Health and Safety file shall include at least the following information:



- All Documents as required by the Act and Regulations
- All reports of inspections and audits
- All non-conformity reports
- All working drawings, calculations and design where applicable
- Detailed list of sub-contractors with contact details
- List of all hazardous materials used and stored on site with Data Sheets and Materials Hazard Data sheets
- All Hazard Identification and Risk Assessments carried out for the project.
- All Health and Safety Plans for the project.
- All method statements
- Minutes of all relevant meetings
- Incident records, including investigations and results
- Record of all appointments under the Regulations

The attached Annexure A is a list of the records to be kept on site. This is provided as a guideline to contractors and may not be complete.

The Health & Safety File shall be handed over to the Client on completion of the contract. It must contain all the documentation as set out above, or as instructed, as well as any handed to the Principle Contractor by any subcontractors together with a record of all drawings, designs, materials used and other similar information concerning the completed project.

3.5.2.10 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 7 of the Construction Regulations 2003).

Risk is a measure of the likelihood that the harm from a particular hazard will be realized, taking into account the possible severity of the harm. Harm to people includes death, injury (permanent or temporary), physical or mental health or any combination thereof. Risk management in health and safety includes the identification of hazards, assessing risks, taking action to eliminate or reduce the risk, monitoring the effectiveness and performing regular reviews of the entire process. The Contractor shall compile method statements to address or handle the following:

- Hazards particular to the contract
- Identify what could go wrong and how
- Identify the likelihood of this happening
- Identify the persons at risk
- Identify the extent of possible harm
- Eliminating or reducing this risk
- A monitoring plan
- A review plan

Contractors must ensure that all subcontractors conduct risk assessments for their scope of work as well.

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.



3.5.2.11 Arrangements For Monitoring And Review

The Client will conduct a Monthly Audit to audit compliance with Construction Regulation 4 (1) (d) to ensure that the Contractor has implemented and is maintaining the agreed and approved OH&S Plan.

The Client reserves the right to conduct other ad hoc audits and inspections as deemed necessary.

A representative of the Contractor must accompany the Client on all audits and inspections and may conduct his own audit/inspection at the same time. Each party will, however, take responsibility for the results of his own audit/inspection results.

3.5.2.12 Measurement And Payment

The following items are included in the Schedule of Quantities to ensure that the Contractor provides adequate occupational health and safety standards on site.

Item 1.6- Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations

The full amount will be paid in one installment only once:-

- (a) The Contractor has notified the Provincial Director of the Department of Labour in writing of the project.
- (b) The Contractor has made the required initial Appointments of Employees and Sub-Contractors.
- (c) The Client has approved the Contractor's Health and Safety Plan.
- (d) The Contractor has set up his Health and Safety File.

Item 1.7- Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations

The tendered lump sum shall represent full compensation for that part of the contractor's general obligations in terms of the Occupational Health and Safety Act and applicable regulations which are mainly a function of time. The sum will be paid monthly only after payment for Item 1.15A has been made.

Item 1.8- Provision of a part time / full time (delete as applicable) Construction Safety Officer

The tendered sum shall include for the cost of a construction safety officer on a full or part time basis (as the contractor deems necessary), his overheads, transport and all others items necessary for the proper carrying out of his duties. Contractor to indicate if his submission is for a part time or a full time construction Safety Officer.

Item 1.9- Submission of the Health and Safety File

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

This amount will be paid only once the Contractor has met all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and has submitted his Health and Safety File complete as envisaged on this specification to the Client's satisfaction. This must be done prior to the issue of a Certificate of Completion.



ANNEXURE A

RECORDS TO BE KEPT ON SITE

ITEM	CR	RECORD TO BE KEPT	RESPONSIBLE PERSON
2.	4(3)	Copy of Principal Contractor's Health & Safety Plan Available on request	Client (Consultant)
3.	5(6)	Copy of Principal Contractor's Health & Safety Plan As well as each Contractor's Health & Safety Plan Available on request	Principal Contractor
4.	5(7)	Health & Safety File opened and kept on site (including all documentation-required i.t.o. OHSA & Regulations Available on request	Contractor
5.	5(8)	Consolidated Health & Safety File handed to Client on completion of Construction work. To include all documentation required i.t.o. OHSA & Regulations and records of all drawings, designs, materials used and similar information on the structure.	Principal Contractor
6.	5(9)	Comprehensive and Updated List of all Contractors on site, the agreements between the parties and the work being done Included in Health & Safety file and available on request	Principal Contractor
7.	6(7)	Keep record on the Health & safety File of the input by Construction Safety Officer [CR 6 (6)] at design stage or on the Health & Safety Plan	Contractor
8.	7(2)	Risk Assessment Available on site for inspection	Contractor
9.	7(9)	Proof of Health & Safety Induction Training	Every Employee on site
10.	8(3)	Construction Supervisor [CR 6 (1)] has latest updated version of Fall Protection Plan [CR 8 (1)]	Contractor
11.	9(2)(b)	Inform Contractor in writing of dangers and hazards relating to construction work	Designer of Structure
12.	9(3)	All drawings pertaining to the design of structure On site available for inspection	Contractor
13.	9(4)	Record of inspection of the structure [First 2 years – once every 6 months, thereafter yearly]	Owner of Structure
14.	9(5)	Maintenance records – safety of structure Available on request	Owner of Structure
15.	10(1)(d)	Drawings pertaining to the design of formwork/support work structure Kept on site, available on request	Contractor
16.	11(3)(h)	Record of excavation inspection On site available on request	Contractor
17.	15(11)	Suspended Platform inspection and performance test records Kept on site available on request	Contractor
18.	17(8)(c)	Material Hoist daily inspection entered and signed in record book kept on the premises	Contractor
19.	17(8)(d)	Maintenance records for Material Hoist Available on site	Contractor
20.	18(9)	Records of Batch Plant maintenance and repairs On site available for inspection	Contractor
21.	19(2)(g)(ii)	Issuing and collection of cartridges and nails or studs (Explosive Powered Tools) recorded in register – recipient signed for receipt as well as return	Contractor
22.	21(1)(d)	Findings of daily inspections (prior to use) of Construction Vehicles and Mobile Plant	Contractor
23.	22(d)	Record of temporary electrical installation inspections [once a week] and electrical machinery [daily before use] in a register and kept on site	Contractor
24.		Copies of all appointments made in regard to safety supervisors and inspectors	



will reduce speed and exercise caution due to pedestrians and other road users, especially in the vicinity of the construction site.

- The majority of the construction will take place adjacent to existing roads and, as such are utilized on a regular basis, throughout the day and night, by local residents. The contractor must ensure that the roads adjacent to construction areas are kept clear at all times and not blocked by construction vehicles or equipment. Should a road closure be required during the contract this must be discussed with the Department of Transport and the local community.

3.6.1.3 Excavation and Storage

This section of the EMP deals with the earthworks to be undertaken during the construction period. The aim of this component of the EMP is to ensure that the area of impact due to construction is minimized and all material excavated during construction is stockpiled in an appropriate manner.

- The area of disturbance for the laying of pipes should be limited to 3m. Where possible woody vegetation must be trimmed back instead of removed and the pipelines must be diverted around large trees. The area of disturbance for construction of the reservoir is to be limited to the minimum extent necessary.
 - The topsoil (top 30mm of the soil) must be excavated and stockpiled separately
 - The subsoil excavated and stockpiled adjacent to the trench.
- The stockpiles must be positioned away from the banks of rivers and streams to prevent soil-laden run-off from draining directly into the watercourses. Long-term stockpiles must be stabilized to at least a 1:4 slope that are not longer than 20m.
- Any blasting or jackhammer operation will be limited to times when air movement is minimal and site operating hours (at present no blasting is anticipated, however it may be necessary in areas with rocky substrates).
- The flow of water in any river must not be stopped during construction. Any activity requiring a temporary stoppage in the flow of water must be discussed in detail at the preliminary site meeting and a detailed method statement provided. Under normal construction conditions the water must be diverted around the construction site.
- Material that is excavated may either be used in final site rehabilitation or must be disposed at a suitable spoil area. The Contractor, in consultation with the Site Engineer, will identify a suitable spoil area.

3.6.1.4 Construction

This section of the EMP deals with the construction and associated activities on the site. The aim of this component of the EMP to manage all possible impacts that may arise during the construction of the trash trap.

- All activities for construction e.g. concrete production will be located away from river banks with cut-off trenches or stormwater diversion berms constructed to ensure that any contaminated run-off does not drain directly into rivers.
- Water required for construction activities may be obtained from the river, however no water for domestic use may be abstracted from the river due to the risk of cholera in the area.
- All waste i.e. construction and general, generated by activities on the site will be disposed of in a waste disposal area to be designated in the Site Establishment Plan. The area is to be equipped with suitable containers i.e. skips or bins, of sufficient



capacity. The contents of the skips/bins will be disposed of at a permitted waste disposal facility when they have reached capacity.

- No fires will be allowed on site. All cooking undertaken on the site must be done on gas equipment.
- The Contractor will provide temporary ablution facilities i.e. chemical toilets, for construction workers for the duration of the contract. These toilets must be located away from the river. Workers must be warned that severe penalties will be imposed if they do not utilize the facilities provided.
- The construction site is to be kept neat and tidy i.e. good housekeeping practices to be implemented.

3.6.1.5 Site Rehabilitation and Re-vegetation

This section of the EMP deals with the site rehabilitation and re-vegetation after construction is complete.

- On completion of construction, all unused material and waste must be removed from the site.
- All erosion protection and prevention measures must be implemented as per the design requirements.
- All excavated material not utilized during the rehabilitation process must be disposed of at an appropriate spoil site.
- Disturbed area where construction or related activities have occurred will be re-vegetated, where appropriate. These areas will be ripped and scarified before rehabilitation commences. The following grassing specification must be used during the re-vegetation of the site:
 - fertilizer
 - Standard 2:3:3 (N:P:K) fertilizer shall be used on the site
 - Rate of Application – 200kg/hectare
 - grass seed mix
 - Eragrostis tef (Teff) (5kg/ha)
 - Eragrostis curvula (Weeping lovegrass) (10kg/ha)
 - Chloris gayana (Rhodes grass) (10kg/ha)
 - Digitaria pruriens (Smuts fingergrass) (5kg/ha)
 - irrigation
 - 25mm of irrigation per day until 60% ground cover achieved
- The seeding method recommended for re-vegetation is hand broadcasting, due to the small area to be re-vegetated. No trees or shrubs will be replaced during the re-vegetation process.
- All alien invasive plant species in the vicinity of the site must be removed prior to reinstatement and re-vegetation of the site. This will assist in the establishment of the new vegetation.
- The progress of the re-vegetation must be monitored on a regular (monthly) basis until at least 85% cover is achieved with no areas in excess of 0.04m² remaining un-vegetated.



3.6.1.6 Working Hours

Portions of the construction site is located within populated rural areas, therefore all activities in the areas will be limited to between 07h00 and 17h00 during weekdays. Any work to be undertaken on weekends will be subject to the standard conditions a laid down in the contract document. These working hours will be strictly enforced and no loitering of Contractor's staff will be allowed after hours, except any security personnel appointed by the Contractor.

Due to the remote location of the site accommodation may be provided. The method for the hiring of labour, if required, will be confirmed during the facilitation process.

3.6.1.7 Complaints

A procedure for lodging of complaints must be established and this must be communicated to the surrounding residents.

- *Within 24 hours* the Contractor will report to the Project Manager the occurrence or detection of any incident at the site, or incidental to the operation of the site which has the potential to cause, or has caused water pollution of the environment, health risks or nuisance conditions or which is a contravention of the authorization conditions.
- *Within 7 working days* (or a shorter period of time) from the occurrence or detection of any incident, an action plan will be submitted, with a detailed time schedule giving measures taken to:
 - Correct the impacts of the incident;
 - Prevent the incident from causing any further impacts; and
 - Prevent a recurrence of a similar incident.

An incident report and complaints register is to be kept and made available to the site engineer.

3.6.1.8 Compliance with Environmental Specification

The contractor is deemed not to have complied with the Environmental Specifications if:

- Within the boundaries of the site, site extensions and access roads there is evidence of contravention of clauses;
- Environmental damage occurs due to negligence;
- The contractor fails to comply with corrective or other instructions issued by the Project Manager or Clerk of Works within a specified time period;
- The contractor fails to respond adequately to complaints from the public.

Application of a penalty clause will apply for incidents of non- compliance. The penalty imposed will be per incident. Unless otherwise stated in the project specification, the penalties imposed per incident or violation will be as follows:

Incident/ Violation	Penalty
Failure to stockpile material correctly	R 1 000
Pollution of water bodies	R 3 000
Failure to control stormwater runoff	R 1 500
Failure to provide adequate sanitation	R 3 000
Unauthorized removal / clearing of vegetation	R 10 000
Failure to provide adequate waste disposal facilities and services	R 5 000
Failure to reinstate disturbed areas within specified time period	R 3 000
Failure to rehabilitate disturbed areas within 3 months of completion	R 5 000
Any other contravention of the environmental specification	R 1 000



DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY

DEPARTMENT OF PUBLIC WORKS AND BASIC SERVICES

CONSTRUCTION OF CABAZI COMMUNITY HALL IN WARD 4

CONTRACT NO: PWBS- B005/21/22

PART C4

SITE INFORMATION



TABLE OF CONTENTS

C4.1. SITE INFORMATION

- C4.1.1. PHYSICAL CONDITIONS
- C4.1.2. GEOLOGY OF SITE
- C4.1.3. SOIL TEST RESULTS
- C4.1.4. INFORMATION ON SERVICES
- C4.1.5. INFORMATION ON BUILDINGS AND STRUCTURES

C4.2. SITE AND ACCESS

C4.3 SITE FACILITIES AVAILABLE

- C4.3.1 WATER
- C4.3.2 POWER

C4.4 SITE FACILITIES REQUIRED

- C4.4.1 OFFICES
- C4.4.2 TEMPORARY LATRINES
- C4.4.3 PERSONNEL
- C4.4.4 SURVEY INSTRUMENTS
- C4.4.5 TELEPHONE / TELEFAX
- C4.4.6 LABORATORY FACILITIES

C4.5 FEATURES REQUIRING SPECIAL ATTENTION

- C4.5.1 EXISTING SERVICES
- C4.5.2 SURVEYING
- C4.5.3 SOURCE OF MATERIALS
- C4.5.4 ENVIRONMENTAL MANAGEMENT
- C4.5.5 OCCUPATIONAL HEALTH AND SAFETY ACT
- C4.5.6 USE OF LOCAL LABOUR
- C4.5.7 COMMUNITY LIAISON OFFICER (CLO)
- C4.5.8 BID DRAWINGS
- C4.5.9 "AS-BUILT" DRAWINGS
- C4.5.10 HOUSING FOR CONTRACTOR'S EMPLOYEES
- C4.5.11 RAIN GAUGE
- C4.5.12 MINIMUM REPORTING
 - C4.5.12.1 Contractors Report
 - C4.5.12.2 Attachments



SITE INFORMATION

○ PHYSICAL CONDITIONS

The description of the works is in general terms and is not necessarily complete and shall not limit this Contract.

○ GEOLOGY OF SITE

The extent of the site will be determined once the soil investigation is complete.

○ SOIL TEST RESULTS

No soil test results as yet. The extent of the site will be determined once the soil investigation is complete.

○ INFORMATION ON SERVICES

The works will be carried out where there are existing services anticipated within the working area.

○ INFORMATION ON BUILDINGS AND STRUCTURES

There is no structure existing building.

SITE AND ACCESS

The project is located in the KwaZulu Natal Province at Dr Nkosazana Dlamini Zuma Local Municipality under the area called Cabazini Village in Ward 4 which is located approximately 35km away from Bulwer Central Business Centre. The site is in the vacant land, near the rural residential houses. The project coordinates are **30°1'12.92"S, 29°35'12.28"E**.

C4.3 SITE FACILITIES AVAILABLE

C4.3.1 WATER

There is no water available on site and the Contractor shall make his own arrangements to obtain water. After construction the facility will be using the Jojo Tanks to be filled by the municipality.

C4.3.2 POWER

There is no power available on site. However the extent of the site has electricity and the Contractor shall make his own arrangements to obtain power during construction. The contractor has to do the arrangement with municipality to apply for the electrical connection to the facility.

C4.4 SITE FACILITIES REQUIRED



C4.4.1 OFFICES

A site office for the exclusive use of the Engineer is not required. However, an equipped office with a table, eight chairs and plan table must however be made available for the Engineer and his representative, in the event that this is required, normally for site meetings. One set of drawings must be kept on site at all times.

C4.4.2 TEMPORARY LATRINES

The Contractor shall provide adequate chemical toilet facilities for the use of the various workmen in accordance with the Regulations of the Department of Public Health and/or other authority and pay all charges in connection therewith; maintain same in a thoroughly clean and orderly condition; allow for moving the chemical toilets to new locations as necessary during the course of the Contract and finally remove such chemical toilets at completion and make good.

C4.4.3 PERSONNEL

One assistant must be made available to the Engineer, his Representative or the Clerk of Works, if so required.

C4.4.4 SURVEY INSTRUMENTS

Survey instruments including a Dumpy level, staff and 100m steel tape must be available to the Clerk of Works at all times.

C4.4.5 TELEPHONE / TELEFAX

The Contractor shall provide his own telephone and/or fax facilities.

C4.4.6 LABORATORY FACILITIES

Facilities for the testing of concrete test cubes and backfilling layers must be provided on site or alternatively through an approved commercial laboratory.

C4.5 FEATURES REQUIRING SPECIAL ATTENTION

C4.5.1 EXISTING SERVICES

There is no existing services on site.

C4.5.2 SURVEYING

The Contractor must use the services of, or employ a competent engineering surveyor to set out the Works and to ensure that the specified tolerances are adhered to.

Payment for the setting out will be deemed inclusive in the rates and no additional payment will be made in that regard.



No beacons, reference pegs, corner pegs, etc. may be disturbed or removed without the prior consent of the Engineer.

C4.5.3 SOURCE OF MATERIALS

The Contractor will be responsible for locating of all materials complying with the relevant minimum requirements to be used in this contract. No separate payments shall be made for this, as all costs related thereto shall be deemed to be covered by the bid rates.

C4.5.4 ENVIRONMENTAL MANAGEMENT

The contractor must maintain the Environmental Management Plan attached during the construction period to ensure that the environmental impact of the activity is minimized and that all mitigating requirements are met.

No claims to maintain the Environmental Management Plan will be considered. Work required maintaining the Environmental Management Plan is considered to be included in the bid rates bid by the contractor.

C4.5.5 OCCUPATIONAL HEALTH AND SAFETY ACT

Separate allowance to be made in the Bid document for the Principal Contractor to comply with the Occupational Health and Safety Act (Construction Regulations).

The project Health and Safety Specifications is attached.

Provision therefore is to be made as specified. These items are to be included in the Bid to be submitted.



C4.5.6 USE OF LOCAL LABOUR

The funds for this project have been made available by Municipal Infrastructure Grant Programme (MIG), the condition being that as much local labour is used where possible. For this project only the contract manager and key personnel shall be imported. All the other labour shall be from the local community. Special Conditions of Contract, which indicate the minimum requirements in terms of employment targets and reporting, must be fully complied with. The rates tendered by the contractor will be assumed to have specifically included for these terms. Local labour rate must be a minimum of **R 145/task/day**

The contractor will during the period allowed for site establishment directly after the introductory meeting with the community, set up a meeting with the Labour Desk, which meeting must be scheduled prior to the date of physical commencement of the works. The purpose of this meeting is to maximize the use of local labour force for any task on the project for which local expertise might be available. **“minimum number of local labour to be employed in the project; for Community Halls must be 15.**

To achieve this, the contractor shall at the introductory meeting, having completed his preliminary planning for the project, submit to the Chairman of the Labour Desk a list of possible people that could be utilized on the project.

At the first meeting following the introductory meeting referred to in the first paragraph, the Labour Desk will submit the names and details of labourers from the local community complying to the contractor's requirements. The contractor will during the period of site establishment and before the commencement of any physical work allow for three consecutive meetings with the Labour Desk and local people in order to interview candidates and to negotiate suitable rates. Each meeting must be minuted and an attendance register kept. The contractor must through this exercise prove that he has exhausted all means to maximize the use of local labour.

The engineer or facilitator or duly authorized representative from either the engineer or the facilitator might attend these meetings as an observer, but will not be involved in any recruitment, negotiations or sub-contract price negotiations whatsoever.

C4.5.7 COMMUNITY LIAISON OFFICER (CLO)

It may be required of the Contractor to appoint a Community Liaison Officer for the duration of the contract. This person will be a resident of the area and will be sourced in conjunction with and appointed with the approval of the local community structures, the Engineer and the Employer.

The function of the Community Liaison Officer will in brief be to keep residents and consumers fully informed of the extent, programme and duration of the contract at all times, as well as all planned interruptions to supply, whilst all complaints and enquiries by residents, consumers or the public at large are to be directly communicated to him for attendance by the Contractor. Payment will be effected as measured on a monthly basis.



C4.5.8 BID DRAWINGS

The drawings that form part of the Bid documents shall be used for Tender purposes only.

C4.5.9 "AS-BUILT" DRAWINGS

The Contractor shall provide the Engineer with "as-built" drawings at the end of the contract.

For this purpose an additional set of drawings will be kept in the site office, for the exclusive use of keeping as-built information.

The completion certificate shall only be issued after the Engineer has received a properly completed set of "As-Built" drawings from the Contractor. No separate payment shall be made for this service, as all costs related thereto shall be deemed to be included in the related items.

C4.5.10 HOUSING FOR CONTRACTOR'S EMPLOYEES

No housing is available for the Contractor's employees, and the Contractor shall make his own arrangement for housing his employees and transporting them to and from the site. The Contractor is in all respects responsible for the housing and transporting of his employees and for the arrangement thereof, and no claim for extension of time due to any delays resulting from this, will be considered.

C4.5.11 RAIN GAUGE

An approved rain gauge properly fenced off shall be provided by the Contractor free of charge in order to enable him to claim for extensions of time.

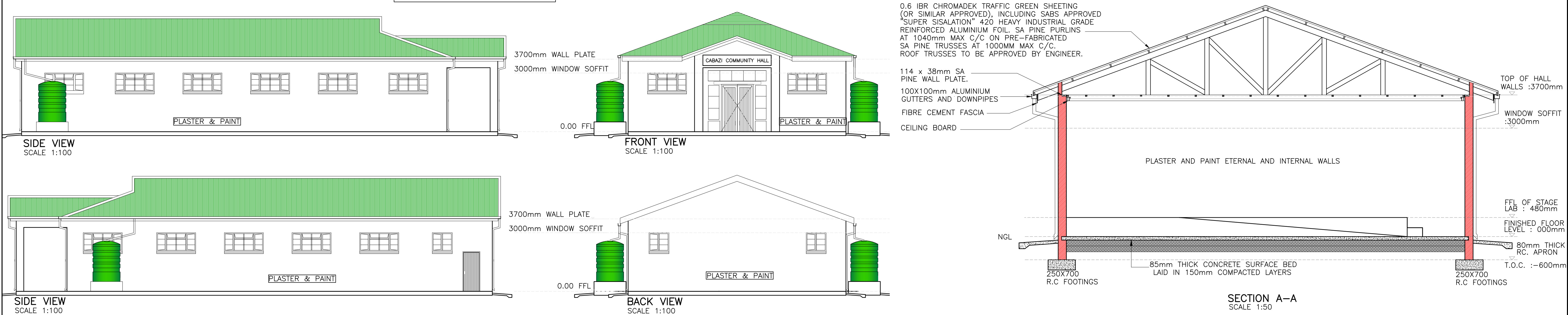
C4.5.12 MINIMUM REPORTING

C4.5.12.1 Contractors Report

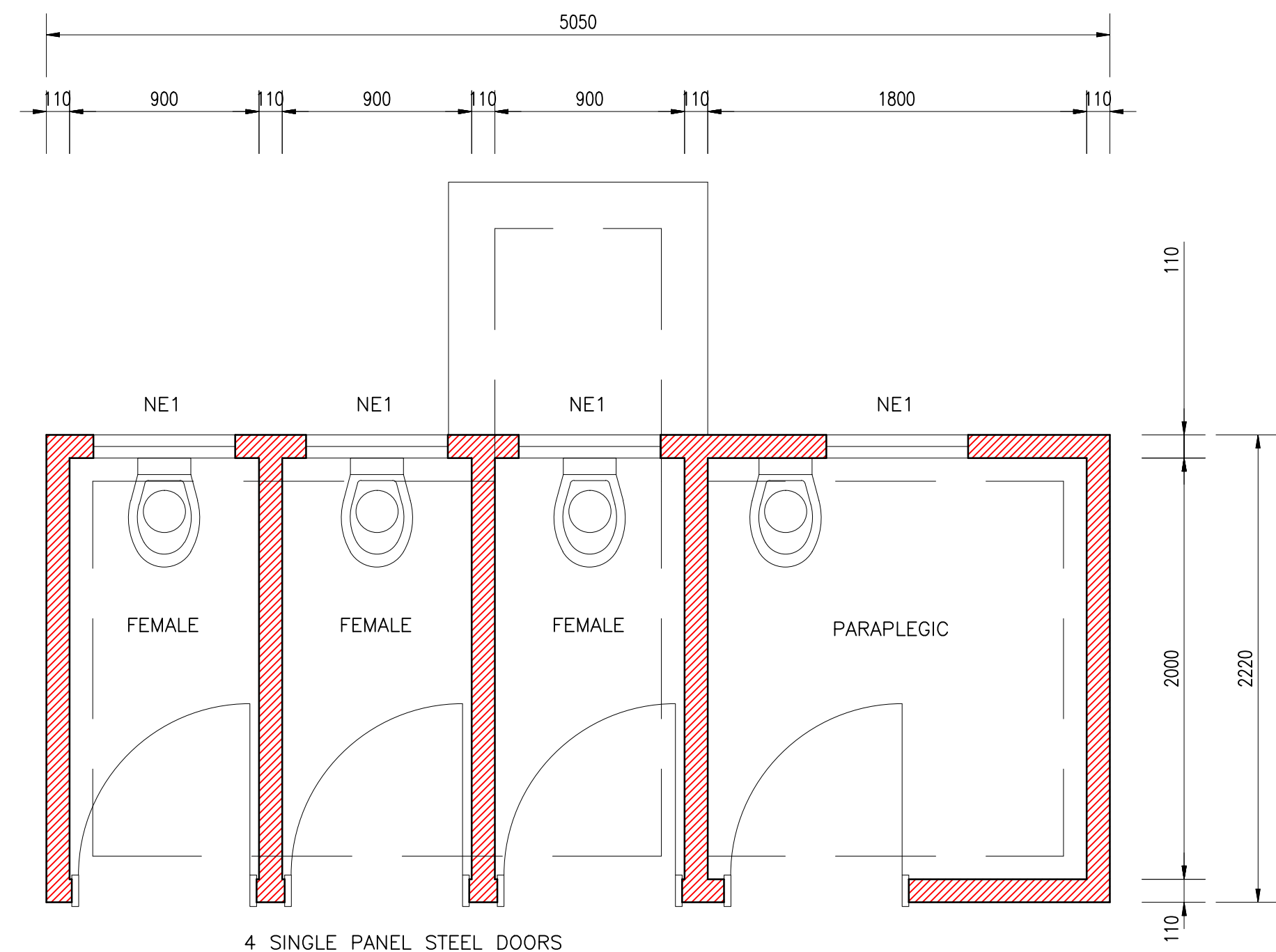
The Contractor is required to complete a Contractors Report, which is to be submitted together with the Contractors Payment Claims all as per the "Reporting Schedules" attached hereto. Payment of the contractor is conditional on the information being accurately and timeously provided.

C4.5.12.2 Attachments

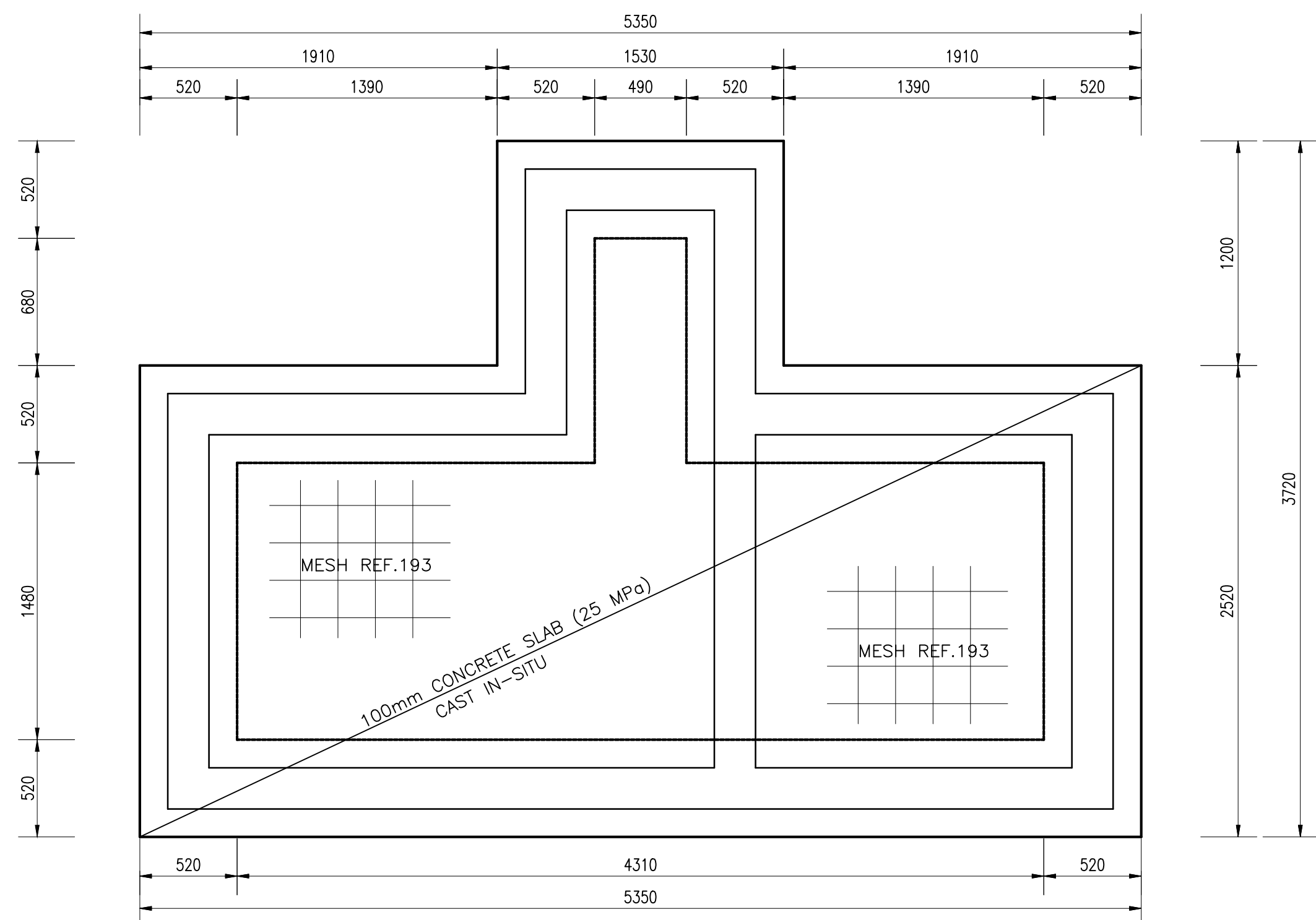
Reporting Schedule 1 (Training Data)
Reporting Schedule 2 (Labour Monthly Summary Sheet)
Reporting Schedule 3 (Daily Site Attendance Register)
Reporting Schedule 4 (Payment Register)
Reporting Schedule 5 (Beneficiary List)



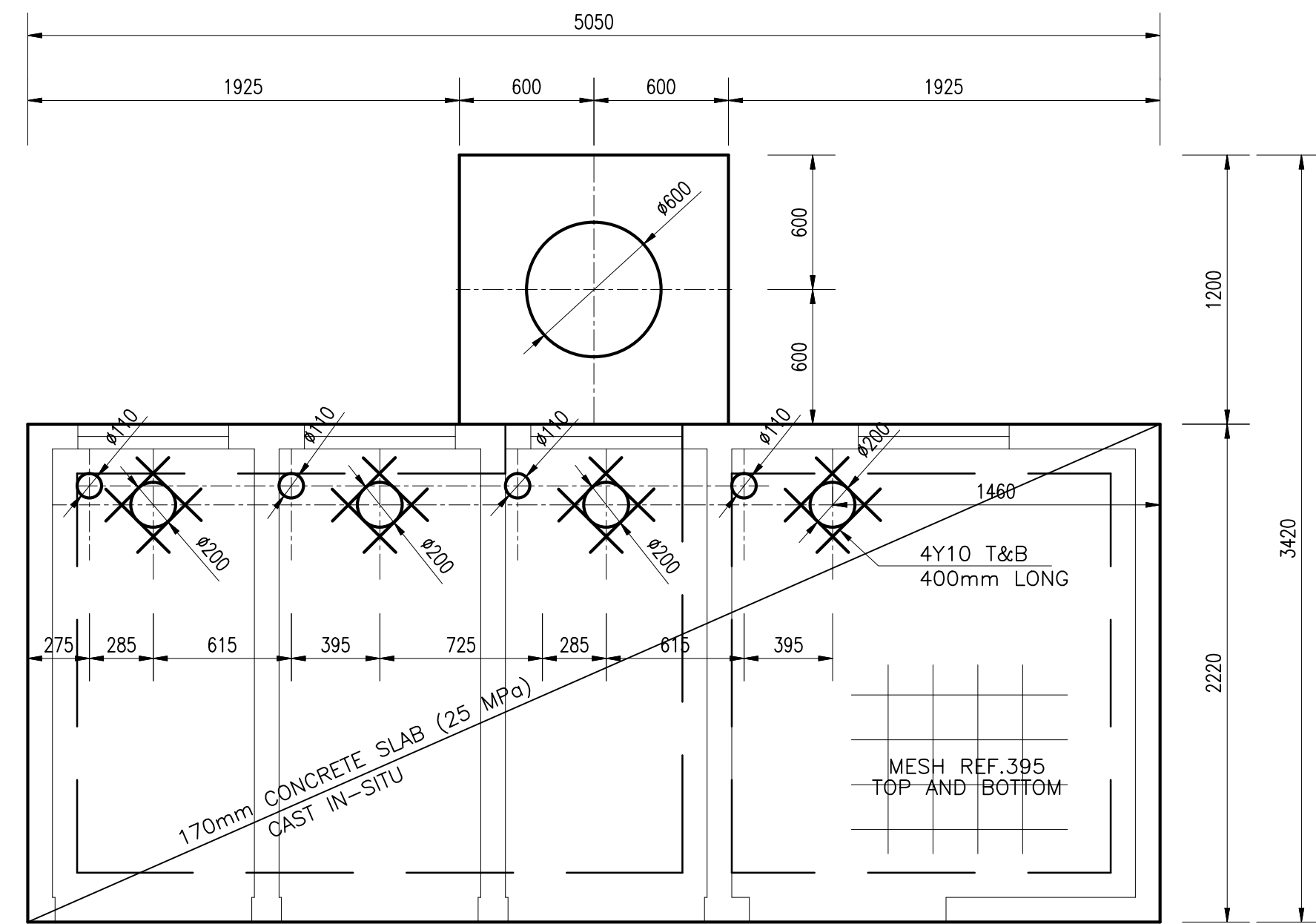
REV.	DATE	REVISION DESCRIPTION	CONSULT	 mgamule <i>consulting engineers</i>	 DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY	DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY	DESIGNED BY	BF.CHIFAMBA	APPROVAL	Project: CONSTRUCTION OF CABAZI COMMUNITY HALL IN WARD 4	Drawing Title:	CABAZI COMMUNITY HALL				
0	22/04/21	ISSUED FOR INFORMATION	H. ZWANE				CHECKED BY	T. MVULA	_____ CONSULTING ENGINEER _____		_____ CONSULTING ENGINEER _____	Drawing Sub Title:	HALL FLOOR PLAN & ELEVATIONS			
1	11/06/21	ISSUED FOR TENDER	H. ZWANE				DRAWN BY	HG. ZWANE	_____ DATE _____		_____ DATE _____	Size	Scale	Project No.	Drawing No.	Revision
							CHECKED BY	T. MVULA	_____ DATE _____		_____ DATE _____	A1	SHOWN	KC0085	MC-ST-01	1



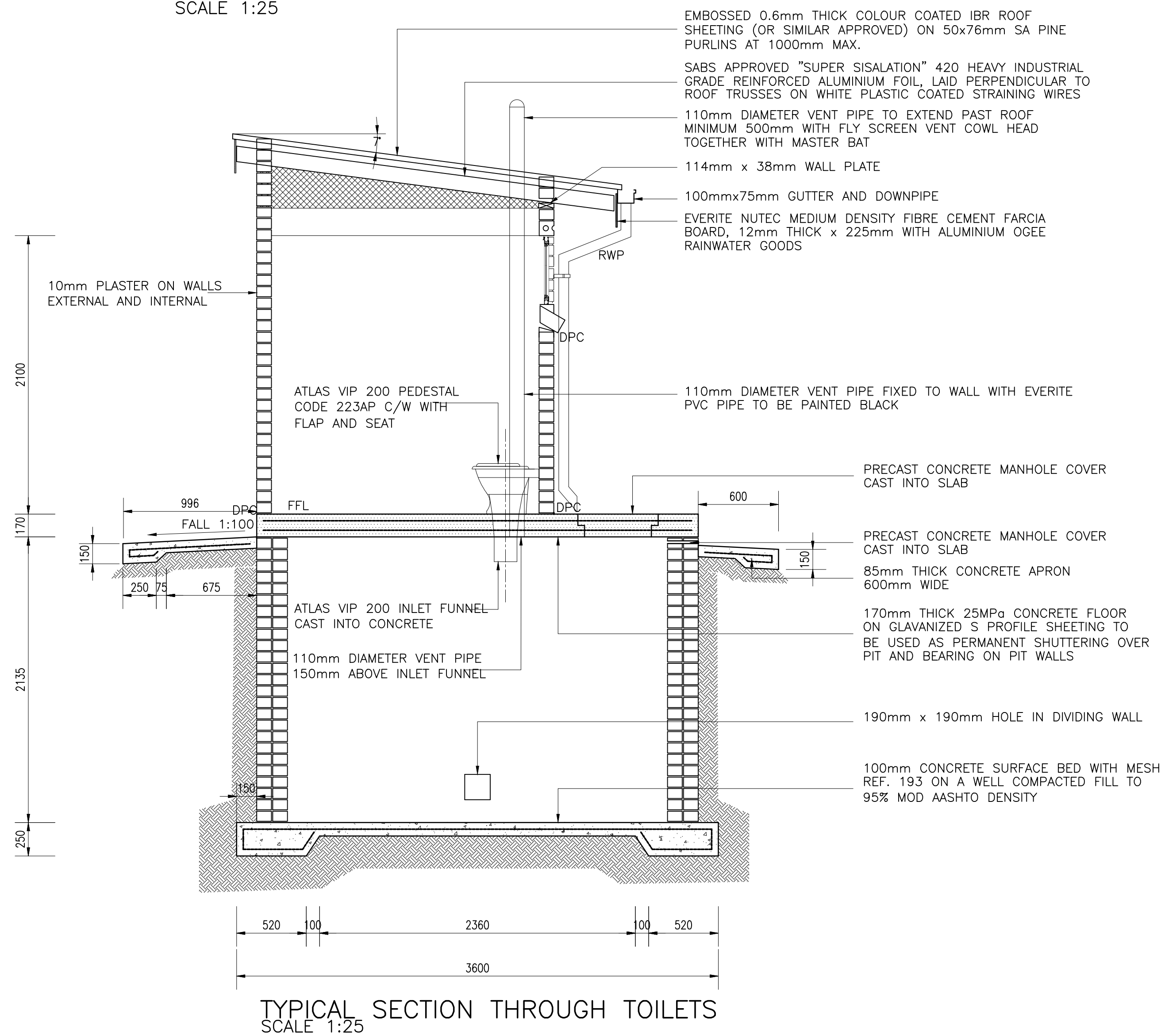
LAYOUT PLAN FOR TOP STRUCTURE
SCALE 1:25



LAYOUT PLAN FOR BOTTOM STRUCTURE
SCALE 1:25



LAYOUT PLAN FOR TOP SLAB REINFORCEMENT
SCALE 1:25



TYPICAL SECTION THROUGH TOILETS
SCALE 1:25

REV.	DATE	REVISION DESCRIPTION	CONSULT.
0	22/04/21	ISSUED FOR INFORMATION	H. ZWANE
1	14/06/21	ISSUED FOR TENDER	H. ZWANE



28 CONVENT ROAD
EGERTON
LADYSMITH
3370
P. O. Box 429
BERGVILLE
3350
Tel : 036-631 2298
Fax : 036-631 2331



DR NKOSAZANA DLAMINI ZUMA
LOCAL MUNICIPALITY

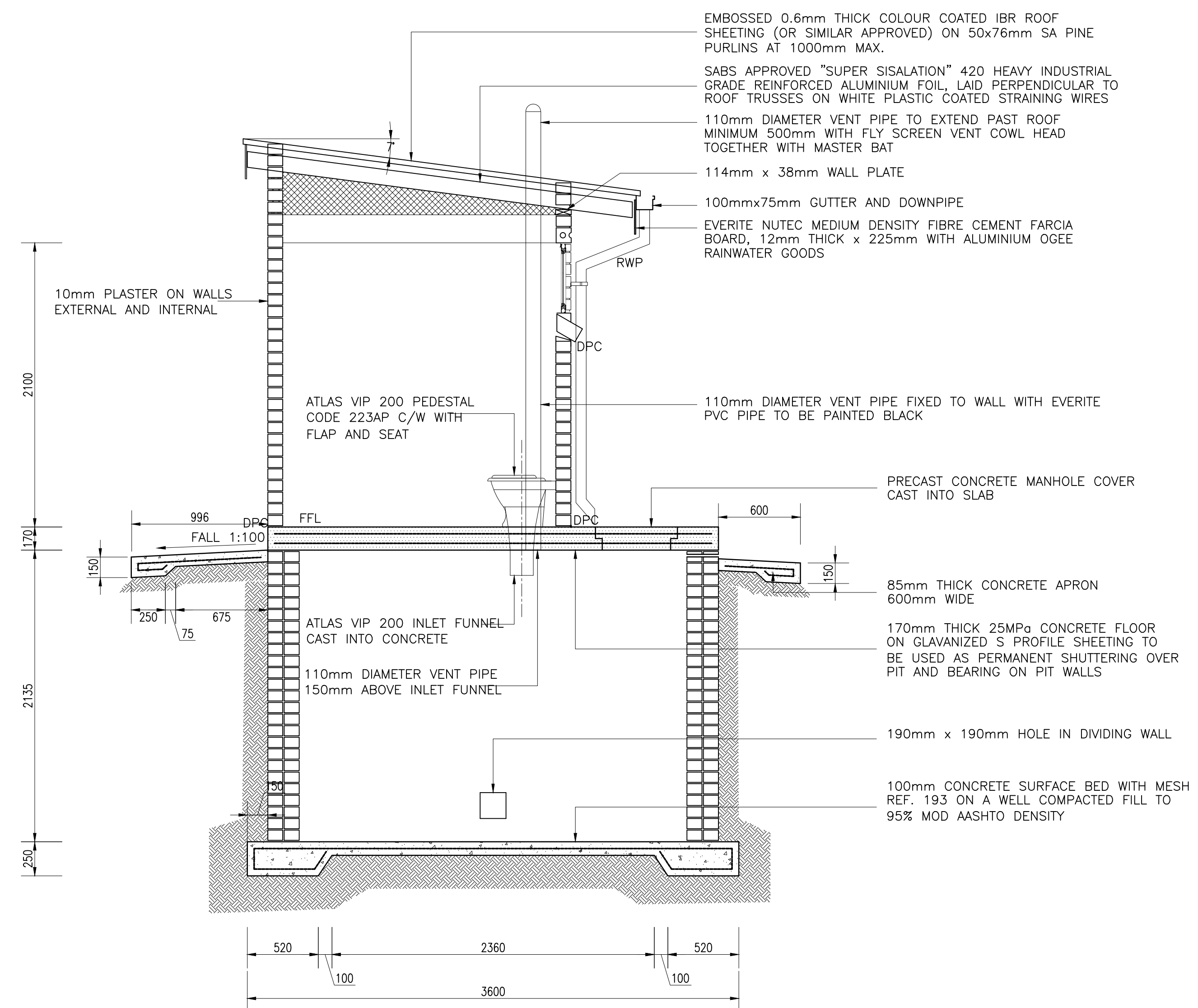
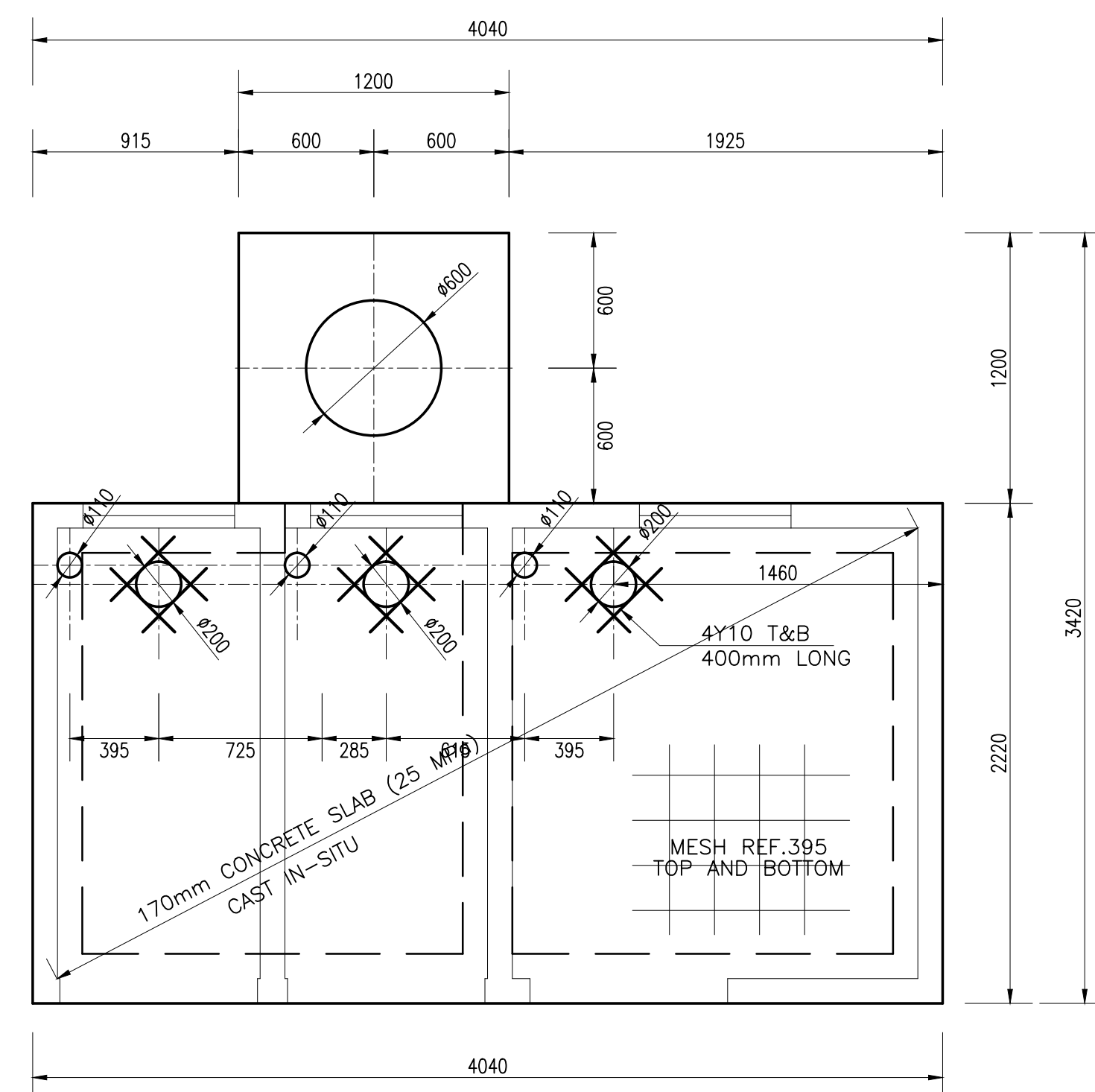
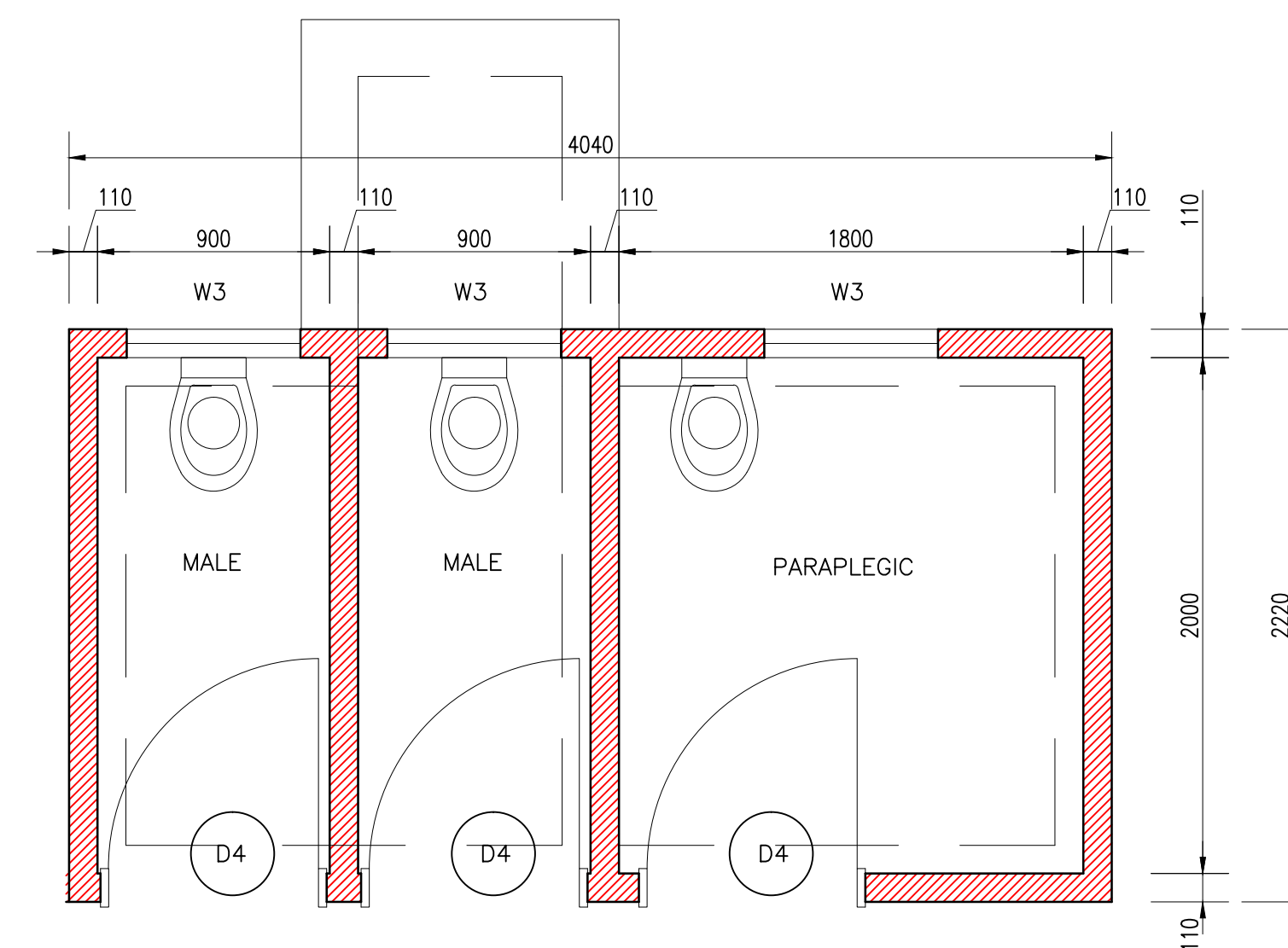
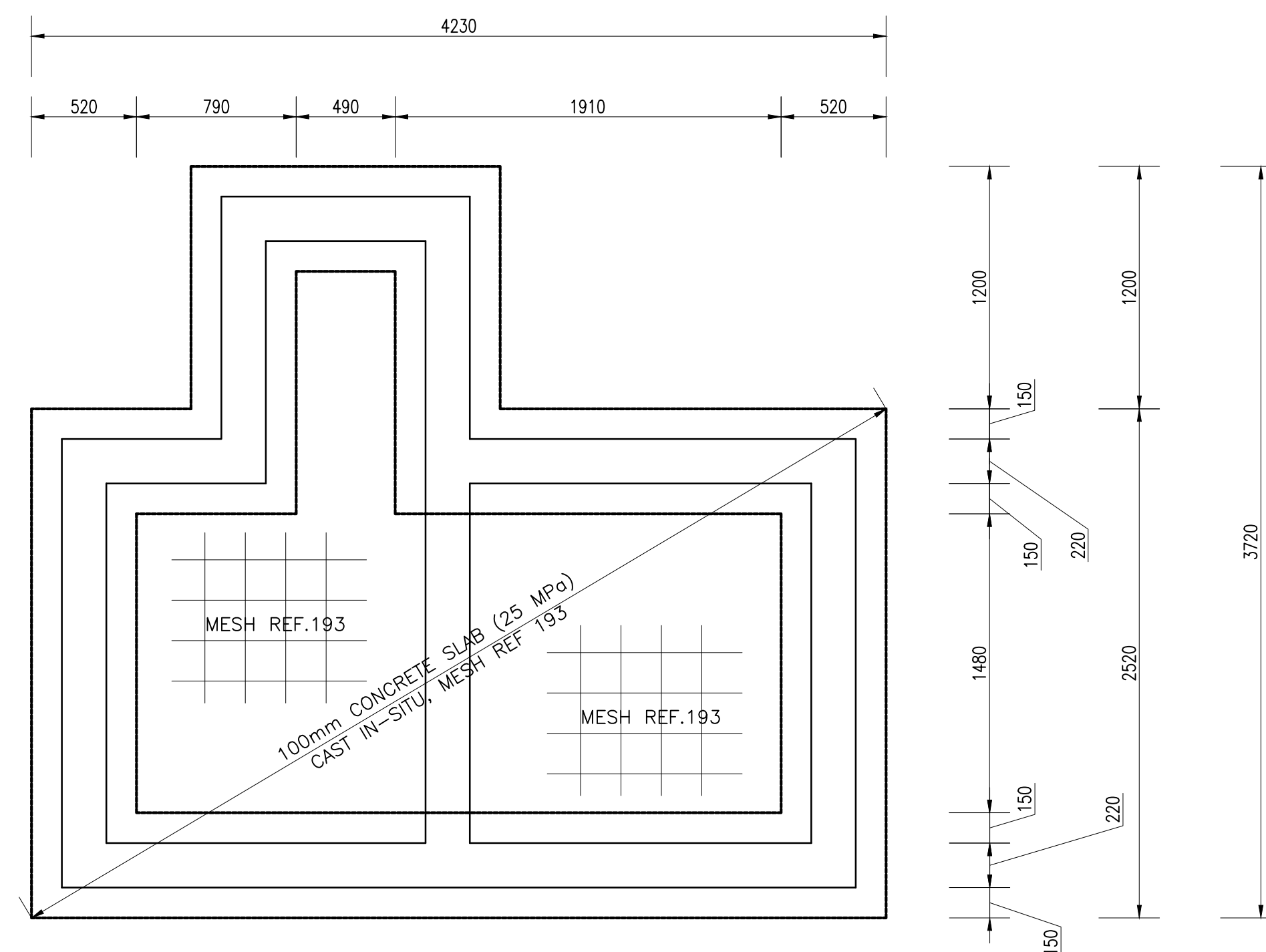
DESIGNED BY	BF.CHIFAMBA
CHECKED BY	T. MVULA
DRAWN BY	H.G. ZWANE
CHECKED BY	T. MVULA

APPROVAL	
CONSULTING ENGINEER	
DATE	

Project:
CONSTRUCTION CABAZI COMMUNITY HALL
IN WARD 4

CONSULTING ENGINEER	
DATE	

Drawing Title:	FEMALE TOILETS
Drawing Sub Title:	LAYOUT PLAN & SECTION
Size	A1
Scale	1:25
Project No.	KC0085
Drawing No.	MC-ST-02
Revision	1



REV.	DATE	REVISION DESCRIPTION	CONSULT
0	22/04/21	ISSUED FOR INFORMATION	H. ZWANE
1	14/06/21	ISSUED FOR TENDER	H. ZWANE

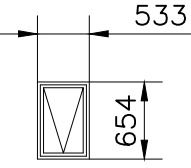
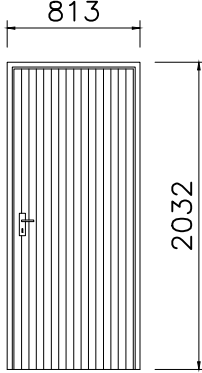
DR NKOSAZANA DLAMINI ZUMA
LOCAL MUNICIPALITY

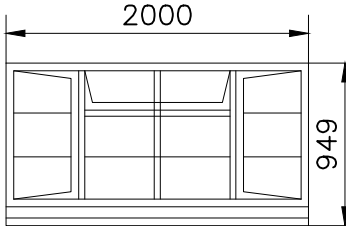
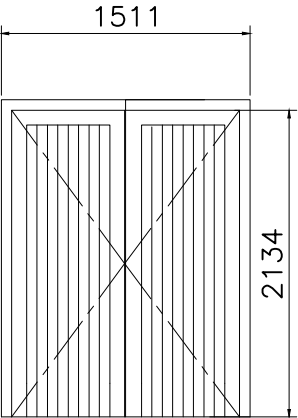
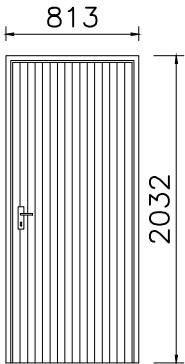
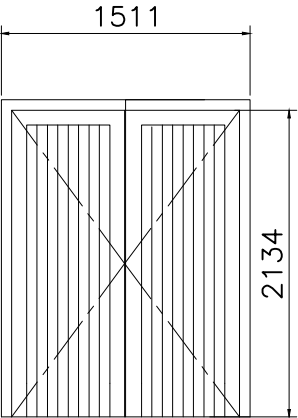
Tel : 036-631 2298
Fax : 036-631 2331

DR NKOSAZANA DLAMINI ZUMA
LOCAL MUNICIPALITY

DESIGNED BY	BF.CHIFAMBA	APPROVAL	Project:
CHECKED BY	T. MVULA	CONSULTING ENGINEER	CONSTRUCTION CABAZI COMMUNITY HALL IN WARD 4
DRAWN BY	HG. ZWANE	_____ DATE _____	
CHECKED BY	T. MVULA	_____ DATE _____	

Drawing Title: MALE TOILETS	
Drawing Sub Title: LAYOUT PLAN & SECTION	
Size A1	Scale 1:25
Project No. MCOOR5	Drawing No. MC ST 03
Revision 2	

TOILETS DOOR AND WINDOW SCHEDULE			
	WINDOW TYPE		DOOR TYPE
	ES		D2
	WINDOW CODE		NO. OFF
	NE1		07(HALF BRICK WALL)
	NO. OFF		DOOR DESCRIPTION
	07		44mm THICK FRAMED, LEDGED AND BRACED BATTERN DOOR, SIZE 878mm x 2032mm
	WINDOW FRAME		DOOR FINISH
	ES INDUSTRIAL TYPE ROLLED STEEL WINDOW SECTIONS, TO SABS APPROVED.		FORMED OF 44mm x 110mm TOP RAIL AND STILES, 22mm x 150mm MIDDLE LEDGE AND BRACES, 22mm x 225mm BOTTOM RAIL, FILLED IN WITH 22mm VERTICAL TONGUE AND GROOVE PLANKING AND FLUSH TO THE OTHER SIDE.
	GLASS		FRAME DESCRIPTION
	4mm CLEAR FLOAT GLASS PUTTIED IN WITH STEEL WINDOW PUTTY.		1.2mm THICK DOUBLE REBATED STEEL DOOR FRAME SUITABLE FOR 40mm THICK DOORS, ONE BRICK WALL
	FITTINGS		FRAME FINISH
	APPROVED STANDARD BRASS FITTINGS TO SUITE OPENING SASHIES.		GALVANIZED
	FRAME FINISH		
	GALVANIZED		

HALL DOOR AND WINDOW SCHEDULE							
	WINDOW TYPE		WINDOW TYPE		DOOR TYPE		DOOR TYPE
	C		C		D2		D1
	WINDOW CODE		WINDOW CODE		NO. OFF		NO. OFF
	C22H		C2H		05(ONE BRICK WALL)		01(ONE BRICK WALL)
	NO. OFF		NO. OFF		DOOR DESCRIPTION		DOOR DESCRIPTION
	13		03		44mm THICK FRAMED, LEDGED AND BRACED BATTERN DOOR, SIZE 878mm x 2032mm		44mm THICK FRAMED, LEDGED AND BRACED BATTERN DOOR, SIZE 1511mm x 2032mm
	WINDOW FRAME		WINDOW FRAME		DOOR FINISH		DOOR FINISH
	C INDUSTRIAL TYPE ROLLED STEEL WINDOW SECTIONS, TO SABS APPROVED.		C INDUSTRIAL TYPE ROLLED STEEL WINDOW SECTIONS, TO SABS APPROVED.		FORMED OF 44mm x 110mm TOP RAIL AND STILES, 22mm x 150mm MIDDLE LEDGE AND BRACES, 22mm x 225mm BOTTOM RAIL, FILLED IN WITH 22mm VERTICAL TONGUE AND GROOVE PLANKING AND FLUSH TO THE OTHER SIDE.		FORMED OF 44mm x 110mm TOP RAIL AND STILES, 22mm x 150mm MIDDLE LEDGE AND BRACES, 22mm x 225mm BOTTOM RAIL, FILLED IN WITH 22mm VERTICAL TONGUE AND GROOVE PLANKING AND FLUSH TO THE OTHER SIDE.
	GLASS		GLASS		FRAME DESCRIPTION		FRAME DESCRIPTION
	4mm CLEAR FLOAT GLASS PUTTIED IN WITH STEEL WINDOW PUTTY.		4mm CLEAR FLOAT GLASS PUTTIED IN WITH STEEL WINDOW PUTTY.		1.2mm THICK DOUBLE REBATED STEEL DOOR FRAME SUITABLE FOR 40mm THICK DOORS, ONE BRICK WALL		1.2mm THICK DOUBLE REBATED STEEL DOOR FRAME SUITABLE FOR 40mm THICK DOORS, ONE BRICK WALL
	FITTINGS		FITTINGS		FRAME FINISH		FRAME FINISH
	APPROVED STANDARD BRASS FITTINGS TO SUITE OPENING SASHIES.		APPROVED STANDARD BRASS FITTINGS TO SUITE OPENING SASHIES.		GALVANISED		GALVANISED
	FRAME FINISH		FRAME FINISH				
	GALVANIZED		GALVANIZED				

REV.	DATE	REVISION DESCRIPTION	CONSULT.
0	22/04/21	ISSUED FOR INFORMATION	H. ZWANE
1	14/06/21	ISSUED FOR TENDER	H. ZWANE



28 CONVENT ROAD
EGERTON
LADYSMITH
3370
P. O. Box 429
BERGVILLE
3350
Tel : 036-631 2298
Fax : 036-631 2331



DR NKOSAZANA DLAMINI ZUMA
LOCAL MUNICIPALITY

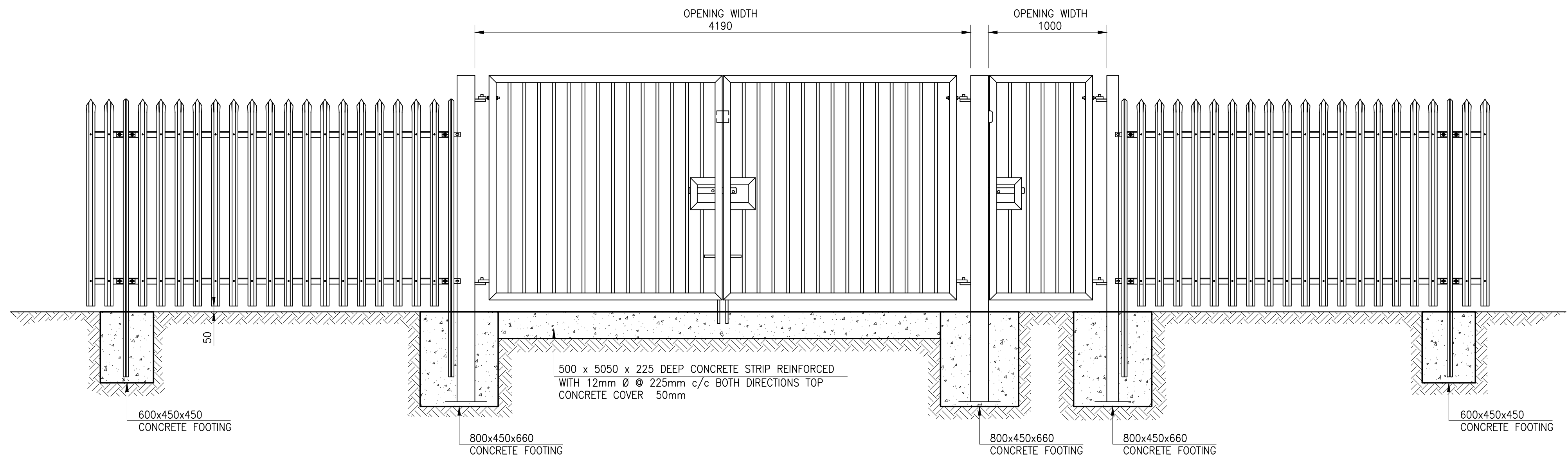
DESIGNED BY	BF.CHIFAMBA
CHECKED BY	T. MVULA
DRAWN BY	HG. ZWANE
CHECKED BY	T. MVULA

APPROVAL	
CONSULTING ENGINEER	
DATE	

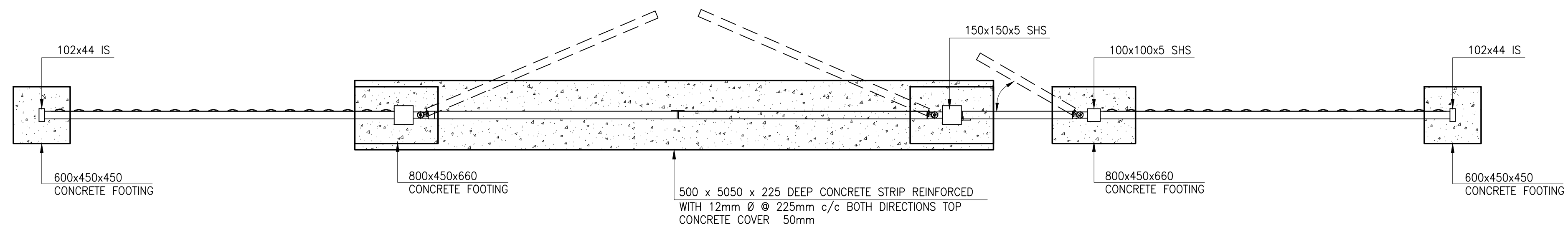
Project:	CONSTRUCTION OF CABAZI COMMUNITY HALL IN WARD 4
----------	---

CONSULTING ENGINEER	
DATE	

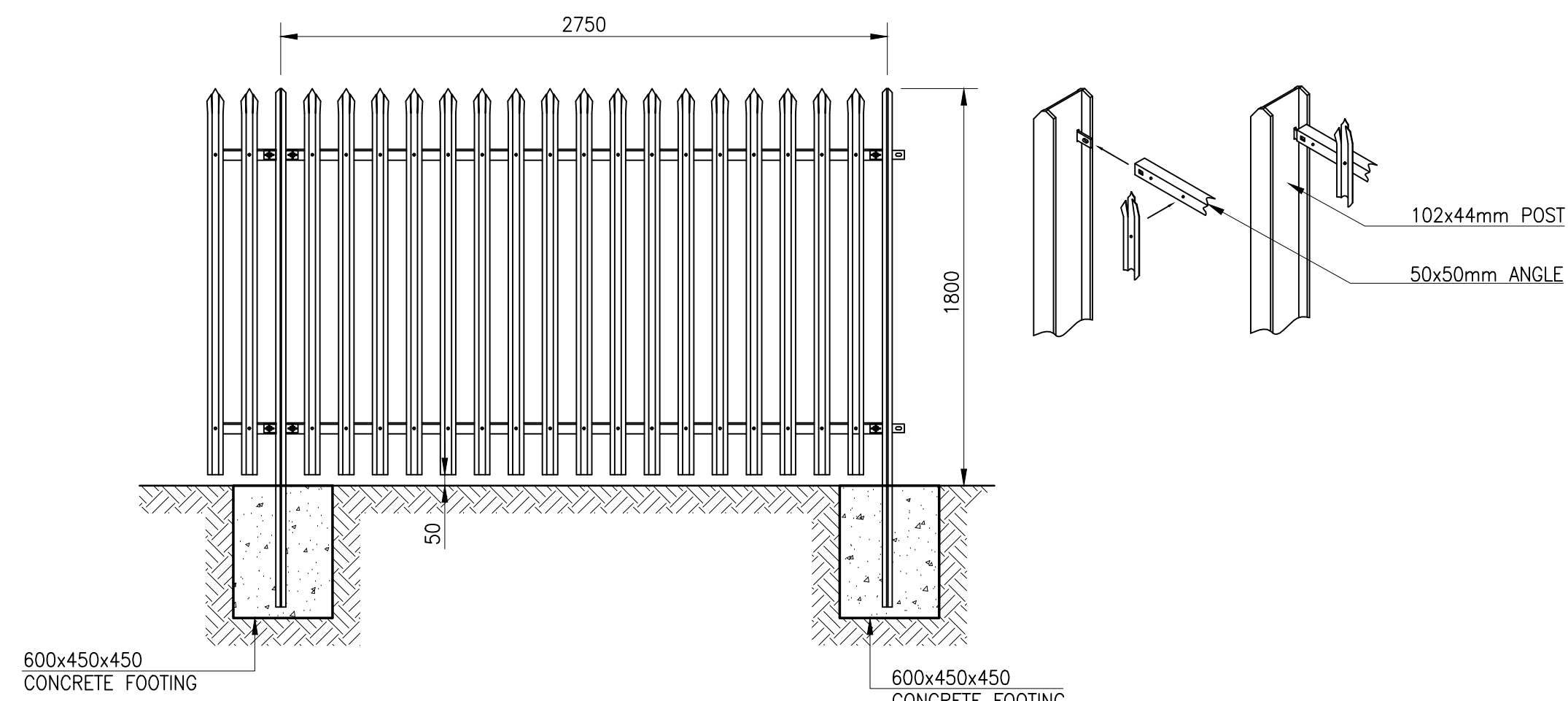
Drawing Title:				
CABAZI COMMUNITY HALL				
Drawing Sub Title:				
DOOR AND WINDOW SCHEDULE				
Size	Scale	Project No.	Drawing No.	Revision
A1	1:50	KC0085	MC-ST-04	1



ELEVATION OF ENTRANCE GATES
SCALE 1 : 25



PLAN OF ENTRANCE GATES
SCALE 1 : 25



ELEVATION ON FENCING
SCALE 1 : 25

REV.	DATE	REVISION DESCRIPTION	CONSULT
0	22/04/21	ISSUED FOR INFORMATION	H. ZWANE
1	14/06/21	ISSUED FOR TENDER	H. ZWANE



29 CONVENT ROAD
EGERTON
LADYSMITH
3370
P. O. Box 429
BERGVILLE
3350
Tel : 036-631 2298
Fax : 036-631 2331



DR NKOSAZANA DLAMINI ZUMA LOCAL
MUNICIPALITY

DESIGNED BY	BF.CHIFAMBA
CHECKED BY	T. MVULA
DRAWN BY	HG. ZWANE
CHECKED BY	T. MVULA

APPROVAL	CONSULTING ENGINEER
DATE	

Project: CONSTRUCTION OF CABAZI COMMUNITY HALL IN WARD 4

CONSULTING ENGINEER	DATE
---------------------	------

Drawing Title:					CABAZI COMMUNITY HALL									
Drawing Sub Title:										STEEL PALISADE FENCING				
Size		Scale		Project No.			Drawing No.			Revision				
A1		1:50		KC0085			MC-ST-05			1				