

CONTRACT NO. :- 04-2024/25

TENDER DOCUMENT FOR CONTRACTOR FOR CONSTRUCTION OF MUTELE B
CULVERT

CIDB GRADING – 3CE OR HIGHER

NAME OF TENDERER : _____
TENDERED AMOUNT(VAT INCLUDED) : _____
TEL NUMBER : _____
FAX NUMBER : _____

Contact:

Name: Mike Mthombeni

Telephone: (015) 534 6100/ 076 061 2618

E-mail: mikemt@musina.gov.za

TENDER CLOSING DATE – 08 MAY 2025

PREPARED FOR: MUSINA LOCAL MUNICIPALITY	PREPARED BY:
 The logo of Musina Local Municipality features a shield with a red top section containing a yellow crown. The main body of the shield is green and yellow, depicting two antelope heads facing outwards and a central tree. Below the shield is a banner with the motto 'OPIBUS LOCA FETA'. The word 'MUSINA' is written in large green letters, with 'LOCAL MUNICIPALITY' in smaller green letters below it.	 The logo for DIGES GROUP features the word 'DIGES' in a stylized, orange-to-yellow gradient font, with 'GROUP' in a smaller, solid orange font below it.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

CONTRACT NO.:- 04-2024/25

CONTRACTOR FOR CONSTRUCTION OF MUTELE B CULVERT

The Municipal Manager MUSINA LOCAL MUNICIPALITY P. Bag X611 MUSINA 0900 Contact: Name: Mike Mthobeni Telephone: (015) 534 6100/ 076 061 2618 E-mail: mikemt@musina.gov.za	DIGES GROUP 98 MARSHALL STREET POLOKWANE, 0700 Contact: Name: Sylvester Makanza Telephone : (015) 291 4151 E-mail: info@diges.co.za / slym@diges.co.za
---	---

Bidder:

CIDB Registration Number:

Total of the prices inclusive of value added tax: R

Amount in Words

.....

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

CONTRACT NO.:- 04-2024/25

MUSINA LOCAL MUNICIPALITY

CONTRACTOR FOR CONSTRUCTION OF MUTELE B CULVERT

Contents	
Number	Heading
The Tender	
Part T1: Tendering procedures	
T1.1	Tender Notice and Invitation to Tender
T1.2	Tender Data
T1.3	Standard Conditions of Tender
Part T2: Returnable Documents	
T2.1	List of Returnable Documents
T2.2	Schedules to be completed by tenderer
The Contract	
Part C1: Agreement and Contract Data	
C1.1	Form of Offer and Acceptance
C1.2	Contract Data
Part C2: Pricing data	
C2.1	Pricing Instructions
C2.2	Bill of Quantities
C2.3	Summary of Schedules
Part C3: Scope of Work	
C3.1	Standard Specifications
C3.2	Project Specifications
Part C4: Site information	
C4	Site Information

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Drawings

SCHEDULE OF TENDER DRAWINGS

The following drawings, which are bound in, form part of this Contract in terms of Clause 1(i)(j) of the General Conditions of Contract.

[illegible]

The Tenderer shall satisfy himself that the sets of drawings are complete in accordance with the above schedule, and if any are found to be missing or duplicated, or the writing or figures indistinct, he shall apply to the Engineer immediately and have the discrepancy rectified. No liability whatsoever will be admitted by the Employer in respect of errors in Tenders attributed to any such discrepancy.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART T1

TENDERING PROCEDURES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.1: TENDER NOTICE AND INVITATION TO TENDER

CONTRACT NO.:- 04-2024/25

PROJECT NAME: CONTRACTOR FOR CONSTRUCTION OF MUTELE B CULVERT

T1.1 Tender Notice and Invitation to Tender

Tenders are hereby invited for the installation of portal culverts on the Mutele River in the MUSINA LOCAL MUNICIPALITY of the Limpopo Province.

Tender documents will be obtainable from **16 April 2025**, from the Cashier, Civic Centre, Musina Local Municipality, 21 Irwin Street, Musina on payment of a non-refundable levy of **R839.14** between 0800hrs and 1500hrs
Duly completed tenders enclosed in a sealed envelope marked **"TENDER: CONTRACTOR FOR CONSTRUCTION OF MUTELE B CULVERT, CLOSING DATE: 08 MAY 2025"** with the name of the Tenderer, shall be deposited in the clearly marked tender box provided at **21 Irwin Street, Musina** before **11h00** on the closing date.

A Compulsory Site Inspection will not be held. Prospective tenderers can visit the site in their own time, site co-ordinates **S 22° 28' 17.78"** and **E 30° 52' 50.29"**

Bidders will be expected to submit the bid documents with the following compulsory requirements:

- All documents submitted must be either original or certified as original
- All documents must be valid on the closing date of submission of tenders or quotations.
- Enterprise Declaration Affidavit – signed by the Commissioner of Oaths
- A valid Tax Clearance Certificate/ SARS Pin
- Joint Venture Agreement (if applicable)
- In terms of Joint Venture, Tax Clearance Certificate of both Joint Venture Partners should be submitted (if applicable)
- Certified Copies of Identity Document of Partner or Directors
- Proof of registration with valid professional bodies or associations (if applicable)
- Copy of municipal rates and taxes statement of account not older than three months for all directors and for the company
- Proof of CIDB Registration
- Certified latest (1 year) Annual Financial Statement of the company

Bids will be assessed under the provisions of the (80:20) **Preferential Procurement Policy of 2022**.

Sealed documents must be submitted in envelopes clearly indicating **"BID NUMBER AND DESCRIPTION"** on the outside and must reach the undersigned by depositing into the tender box at **21 Irwin Street, Musina**, by no later than **11:00hrs on 08 MAY 2025**.

The MUSINA LOCAL MUNICIPALITY is not bound to accept the lowest or any bid and reserves the right to accept any part of a bid. Bids must remain valid for a period of ninety (90) days after closing date of submission thereof.

TN TSHIWANAMMBI

MUNICIPAL MANAGER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.2. TENDER ATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of of CIDB Standard Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of Tenderers in this Tender in the section T1.3 of the Tender Data.

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

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

Clause	Addition or Variation to Standard Conditions of Tender										
1.1	The Employer is MUSINA LOCAL MUNICIPALITY.										
1.2	The tender documents issued by the employer comprise one volume consisting of the following:										
	Part T1		Tendering procedures								
	Section T1.1		Tender notice and invitation to tender								
	Section T1.2		Tender data								
	Section T1.3		Standard Conditions of Tender								
	Part T2		Returnable Documents								
	Section T2.1		List of returnable documents								
	Section T2.2		Returnable Schedules								
	Part C1		Agreements and contract data								
	Section C1.1		Forms of offer and acceptance								
	Section C1.2		Contract Data								
	Part C2		Pricing Data								
	Section C2.1		Pricing Instructions								
Section C2.2		Bill of Quantities									
Section C2.3		Summary of Schedules									
Part C3		Scope of work									
Section C3.1		Description of the Works									
Section C3.2		Standard Specifications									
Section C3.3		Project Specifications									
Contractor		Witness 1		Witness 2		Employer		Witness 1		Witness 2	

Clause	Addition or Variation to Standard Conditions of Tender
	Part C4 Drawings The Tender Document and the drawings shall be obtained from the Employer or his authorized representative at the physical addresses stated in the Tender Notice, upon payment of the deposit stated in the Tender Notice.
1.3.2	The Standard Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules which are required for tender evaluation purposes, shall also form part of the Contract arising from the invitation to tender.
1.4	The Employer's agent is (also known as the Engineer): DIGES GROUP 98 MARSHALL STREET POLOKWANE, 0700 Contact: Name: Sylvester Makanza Telephone : (015) 291 4151 E-mail: info@diges.co.za/ slym@diges.co.za
1.5	The Employer's right to accept or reject any tender offer: This document consist of one contract(s): The Bill of Quantity represents a contract and the tender amount of the Bill of Quantity will be carried over to the Form of Offer.
1.5.1	The employer may accept or reject any bid or portion thereof, variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but shall give reasons for such action.
2.1	A Tenderer will not be eligible to submit a Tender if: (a) The Contractor submitting the Tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices; (b) The Tenderer does not have the legal capacity to enter into the Contract; (c) The Contractor submitting the Tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing; (d) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy; (e) The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the Contract; (f) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the Contract. (g) Only those Tenderers who have in their employ management and supervisory staff satisfying the

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	requirements of the Scope of Work for supervisory and management staff are eligible to submit Tenders. (h) Only those Tenderers who are registered with the CIDB as defined in the Regulations 09 June 2004 and 22 July 2005), in terms of the CIDB Act No 38 of 2000, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the Sum Tendered for a 3CE class of construction work, are eligible to submit Tenders. (i) Joint Ventures are eligible to submit Tenders provided that: - every member of the Joint Venture is registered with the CIDB; - the lead partner has a contractor grading designation in the 3CE class of construction work; and - the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the Sum Tendered for a 3CE class of construction work.
2.8	Replace the contents of the clause with the following: Request clarification of the tender documents, if necessary, by notifying the Employer's official or the Employer's agent indicated in Clause 1.4 in writing at least ten (10) working days before the closing time stated in clause 2.15.
2.11	Add the following to the clause: To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry.
2.12.1	Add the following to the clause: All alternative tender offers shall be referred to in Section T2.2.1 – Alterations to Tender.
2.12.2	Should the Tenderer wish to offer alternative designs and/or construction materials, he shall include with this Tender, full details thereof, including a complete bill of quantities, formal design calculations, and full details of all alternative components proposed to be included in the Works. Refer also to Clause 4.2 of the Contract Data in this regard. Failure to properly comply with this clause, thereby preventing the Employer and/or the Engineer to properly assess the full implications of the alternative tender, is likely to disqualify the alternative offered from further consideration. No submission by the Contractor after award for additional payment or time for completion of Works relating to the alternative offer will be considered, the tendered rates submitted shall be considered to reflect the full and final cost implications of the alternative offer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
2.13	Add the following to the clause: No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.
2.13.2	Replace the contents of the clause with the following: Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink. All volumes are to be left intact in its original format and no pages shall be removed or re-arranged.
2.13.3	Tender Offers shall be submitted as an original only. Under no circumstances whatsoever may the Tender forms be retyped or redrafted. Photocopies of the original Tender documentation may be used, but an original signature must appear on such photocopies.
2.13.4	Add the following to the clause: Only authorised signatories may sign the original and all copies of the tender offer where required in terms of 2.13.3.
2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Tender box location : Entrance Foyer Physical address : Musina Local Municipality, 21 Irwin Street, Musina, 0900

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	Identification details: TENDER NO.: 04-2024/25 CONTRACTOR FOR CONSTRUCTION OF MUTELE B CULVERT The name and address of the tender shall be entered on the back of the envelope.
2.13.9	Add the following new clause: Accept that all conditions, which are printed or written upon any stationary used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.
2.14	Add the following to the clause: The Tenderer is required to enter information in the following sections of the document: Section T2.2 : Returnable Schedules Section C1.1 : Form of Offer and Acceptance Section C1.2 : Contract Data (Part 2) Section C2.2 : Bill of Quantities Section C2.3 : Summary of Schedules Section C2.4 : Bank Details The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialed by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer. The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer. Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in clause 2.23 shall result in a tender offer being regarded as non-responsive. The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer. Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in section T2.2.2 of contracts of a similar nature and magnitude which they have successfully executed in the past.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
2.15.1	The closing time and location for the submission of tender offers are: Date & Time: 11h00hrs on 08 MAY 2025 Location : Tender Box – Foyer Area Musina Local Municipality, 21 Irwin Street, Musina, 0900
2.16.1	The tender offer validity period is 90 days.
2.16.1	Add the following to the clause: If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.
2.16.3	Add the following new clause: Accept that should the Tenderer unilaterally withdraw his tender during this period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed.
2.18.1	Add the following to the clause: Accept that if requested, the Tenderer shall within 7 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1) (d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition. Accept that the Employer or his agent, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining the whether required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture.
2.19	Access Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
2.22	Return all retained tender documents prior to the closing time for the submission of Tender Offers.
2.23	The following certificates / information are to be provided with the tender offer: a) SARS Pin Issued in terms of the Preferential Procurement Regulations, 2022 b) Certified Copies of Identity Document of all owners of the entity. (Certification may not be older than 3 months.) c) Certified copy of Identity Document (if tenderer is a One-man concern), d) Joint venture agreement (if the tenderer is a joint venture). e) Certified Certificate of Contractor Registration issued by the Construction Industry Development Board. Where a Tenderer satisfies CIDB Contractor grading designation requirements through Joint Venture formation, such Tenderers must submit the Certificates of Contractor Registration in respect of each partner.
	Replace the contents of the clause with the following: Respond to a request for clarification received up to ten working days before the Tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents within seven working days of the same date.
3.4	The time and location for opening of the tender offers are: Time 11h00hrs Location: Foyer Area Musina Local Municipality, 21 Irwin Street, Musina, 0900

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
3.9.1	Replace the contents of the clause with the following: Check responsive tender offers for arithmetical errors, correcting them in the following manner: (i) <i>Where there is a discrepancy between the amounts in figures and in words, <u>the amount in words shall govern.</u></i> (ii) <i>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, <u>the line item total shall govern and the rate shall be corrected.</u> Where there is an obviously gross misplacement of the decimal point in the unit rate, <u>the line item total</u> as quoted shall govern, and the unit rate will be corrected.</i> (iii) <i>Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if a bills of quantities applies) to achieve the tendered total of the prices.</i> Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described above.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender															
3.11.3	Add the following to the clause: The bids will be evaluated in two stages. The first stage will check whether bidders have submitted all documents listed under compulsory requirements the mandatory requirements to assess bidder's capability and ability to execute the contract. Evaluation of bids <u>1st stage: ADMINISTRATIVE COMPLIANCE</u> Check whether the bidder has submitted all compulsory documents <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">SARS Pin Issued</td> </tr> <tr> <td style="padding: 2px;">Copy of municipal rates and taxes statement of account not older than three months for all directors and for the company ALL DIRECTORS OF COMPANY AND COMPANY'S PROOF OF MUNICIPAL ACCOUNT FOR WATER AND LIGHTS WHICH SHOULD NOT BE OLDER THAN 3 MONTHS, VALID LEASE AGREEMENT ACCOMPANIED BY PROOF OF PAYMENT FOR MUNICIPAL RATES AND TAXES OF THE LESSOR. THIS IS ALSO APPLICABLE TO JV PARTNERS, ORIGINAL PROOF OF RESIDENCE FROM TRADITIONAL AUTHORITY OR INDUNA, ACCOMPANIED BY CONFIRMATION THAT THE AREA IS NOT LEVIED RATES OR RECENT CLEARANCE CERTIFICATE ISSUED BY THE MUNICIPALITY</td> </tr> <tr> <td style="padding: 2px;">CIDB Grading of 3CE or higher</td> </tr> <tr> <td style="padding: 2px;">Attach CSD Report</td> </tr> <tr> <td style="padding: 2px;">Letter of Good standing from Workman's Compensation</td> </tr> <tr> <td style="padding: 2px;">Letter of Good standing from UIF</td> </tr> <tr> <td style="padding: 2px;">Certified ID copies of all members / owners / shareholders / Trustees</td> </tr> <tr> <td style="padding: 2px;">Certified copy of latest (1 year) Annual Financial Statements of company</td> </tr> <tr> <td style="padding: 2px;">All other documents as indicated in the General Conditions Document</td> </tr> <tr> <td style="padding: 2px;">All pages must be initialed including drawings</td> </tr> <tr> <td style="height: 20px;"></td> </tr> </table> <u>2nd stage: PRICING AND SPECIFIC GOALS</u> The 80/20 points will be as follows:- <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; padding: 2px;">PRICE ASSESSMENT</td> <td style="width: 40%; padding: 2px;">80 POINTS</td> </tr> <tr> <td style="padding: 2px;">TOTAL (A)</td> <td style="padding: 2px;">80</td> </tr> </table>	SARS Pin Issued	Copy of municipal rates and taxes statement of account not older than three months for all directors and for the company ALL DIRECTORS OF COMPANY AND COMPANY'S PROOF OF MUNICIPAL ACCOUNT FOR WATER AND LIGHTS WHICH SHOULD NOT BE OLDER THAN 3 MONTHS, VALID LEASE AGREEMENT ACCOMPANIED BY PROOF OF PAYMENT FOR MUNICIPAL RATES AND TAXES OF THE LESSOR. THIS IS ALSO APPLICABLE TO JV PARTNERS, ORIGINAL PROOF OF RESIDENCE FROM TRADITIONAL AUTHORITY OR INDUNA, ACCOMPANIED BY CONFIRMATION THAT THE AREA IS NOT LEVIED RATES OR RECENT CLEARANCE CERTIFICATE ISSUED BY THE MUNICIPALITY	CIDB Grading of 3CE or higher	Attach CSD Report	Letter of Good standing from Workman's Compensation	Letter of Good standing from UIF	Certified ID copies of all members / owners / shareholders / Trustees	Certified copy of latest (1 year) Annual Financial Statements of company	All other documents as indicated in the General Conditions Document	All pages must be initialed including drawings		PRICE ASSESSMENT	80 POINTS	TOTAL (A)	80
SARS Pin Issued																
Copy of municipal rates and taxes statement of account not older than three months for all directors and for the company ALL DIRECTORS OF COMPANY AND COMPANY'S PROOF OF MUNICIPAL ACCOUNT FOR WATER AND LIGHTS WHICH SHOULD NOT BE OLDER THAN 3 MONTHS, VALID LEASE AGREEMENT ACCOMPANIED BY PROOF OF PAYMENT FOR MUNICIPAL RATES AND TAXES OF THE LESSOR. THIS IS ALSO APPLICABLE TO JV PARTNERS, ORIGINAL PROOF OF RESIDENCE FROM TRADITIONAL AUTHORITY OR INDUNA, ACCOMPANIED BY CONFIRMATION THAT THE AREA IS NOT LEVIED RATES OR RECENT CLEARANCE CERTIFICATE ISSUED BY THE MUNICIPALITY																
CIDB Grading of 3CE or higher																
Attach CSD Report																
Letter of Good standing from Workman's Compensation																
Letter of Good standing from UIF																
Certified ID copies of all members / owners / shareholders / Trustees																
Certified copy of latest (1 year) Annual Financial Statements of company																
All other documents as indicated in the General Conditions Document																
All pages must be initialed including drawings																
PRICE ASSESSMENT	80 POINTS															
TOTAL (A)	80															
Contractor	Witness 1															
	Witness 2															
	Employer															
	Witness 1															
	Witness 2															

Clause	Addition or Variation to Standard Conditions of Tender	
	Designated Groups	POINTS
	Points for HDI status (At least 51% Black owned)	10
	Points for 51% Women's Equity	4
	Points for black person with Disability	3
	Points for 51% owned Youth firm	3
	Form not completed or submitted	0
	TOTAL (B)	20
	TOTAL (A) + (B) = 100	
	1. MANDATORY REQUIREMENTS TO ASSESS BIDDER'S ABILITY TO EXECUTE THE PROJECT	
	Refer to table 1 to 4 to be completed.	
Table 1: Company's reputation & references: (Civil engineering works experience)		
No.	Target Goals: List reference with details(civil engineering works)	Number of projects
1.	R1,m to R2m	
2.	R2,1m to R3m	
3.	More than R3	
NB: Please attach at least 4 appointment letters & completion certificates.		
Table 2: Personnel knowledge & experience:		
No.	Target goals	Number of personnel
1.	N6 Certificate in Civil engineering	
2.	National diploma: Civil engineering + 1 to 5 yrs. experience in civil engineering roads works/structures	
3.	National Diploma with Structural Engineering more than 5 yrs experience	
4.	Register with ECSA as a: Professional Technician/Technologist/Engineer	
NB: Please attach the employment structure with CV's & copies of certified qualifications.		
Table 3: Financial status		
	Rating	
Bank Rating "C" or higher	Attach proof	
NB: attach Bank letter to confirm bank rating:		
2. Provide list of Plant & Equipment's which you own.		
NB: Proof of ownership of plants must be submitted with tender.		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
3.13.1	In addition to the requirements of the Conditions of Tender the following is applicable
	(a) the Tender Offer is signed by a person authorised to sign on behalf of the Tenderer;
	(b) A Tax compliant status pin issued by SARS
	(c) the Tenderer's is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za);
	(d) a Tenderer who submitted a Tender as a Joint Venture has included an acceptable Joint Venture Agreement with his Tender;
	(e) the Tenderer or a competent authorised representative of the Contractor who submitted the Tender has attended the compulsory clarification meeting or site inspection;
3.14	(f) the Contractor who submits the Tender has been registered with the Construction Industry Development Board in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the CIDB Regulations 2003 promulgated in terms of the Act with a minimum grading of 3CE;
3.18	(g) the Tenderer or any of its principals is <u>not</u> 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;
	(h) the Tenderer has <u>not</u> abused the Employer's Supply Chain Management System or has failed to perform on any previous Contract and has been given a written notice to this effect;
	(i) the Tenderer or any of its Principals, Directors or Managers is <u>not</u> employed in the service of the State or any Municipality. In the event that such Principals are involved, official approval from the Executing Authority regarding carrying out remunerative work outside of the Public Service must be included in the Tender Submission.
	(j) the Employer is satisfied that the Tenderer or any of his Principals have <u>not influenced</u> the Tender Offer and acceptance by the following criteria:
	a. having Offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this Contract;
	b. having acted in a fraudulent or corrupt manner in obtaining or executing this Contract;
	c. having approached an Officer or employee of the Employer or the Employer's Agent with the objective of influencing the award of a Contract in the Tenderer's favour;
	d. having entered into any agreement or arrangement, whether legally binding or not, with any other Person, Firm or Company to refrain from Tendering for this Contract or as to the amount of the Tender to be submitted by either party;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	e. having disclosed to any other Person, Firm or Company other than the Employer, the exact or approximate amount of his proposed Tender; f. the Employer may, in addition to using any other legal remedies, repudiate the Tender Offer and acceptance and declare the Contract invalid should it have been concluded already. Replace the contents of the clause with the following: Notice of non-acceptance of tender will not be sent to individual unsuccessful tenderers. Particulars of the accepted tender can be obtained from the Engineer. The successful tenderer shall receive one copy of the signed contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.3: STANDARD CONDITIONS OF TENDER

(As contained in Annexure F of South African National Standard: Construction procurement processes, Methods and procedures: SANS 294: 2004 Edition)

F.1 General

F.1.1 Actions

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

- a) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered 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 in the tender process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- 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

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

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

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

F.1.5.2 After the cancellation of a tender process or the rejection of all tender offers the employer may abandon the proposed procurement and re-issue a similar tender notice and invitation to tender not less than three months after the closing dated for tender offers or have it performed in another manner at any time.

F.2 Tenderer's obligations

The tenderer shall comply with the following obligations:

F.2.1 Eligibility

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

F.2.2 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 satisfy requirements.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2.7 Clarification meeting

No site briefing session will be conducted.

F.2.8 Seek clarification

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

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) 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 tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

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

F.2.13 Submitting a tender offer

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

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

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

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

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

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

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

F.2.13.8 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

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

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

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

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

F.2.16 Tender offer validity

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

NOTE: Failure to submit any of the above documents will result in disqualification

F.3 The employer's undertakings

The employer undertakes to:

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days prior to the tender closing time stated in the Tender Data and notify all tenderers who drew procurement 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 Tender Notice until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, will then notify it to all tenderers who drew documents.

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

- 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 tenderer's risks and responsibilities under the contract, or
- affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

F.3.9 Arithmetical errors

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 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 line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate 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 tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

revise selected item prices (and their rates if a bills of quantities applies) to achieve the tendered total of the prices.

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
--	--

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 tender offers using the following formula:

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

N_{FO} = the number of tender 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 Tender Data.

A = a number calculated using either formulas 1 or 2 below as stated in the Tender 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 favorable tender offer.

P = the comparative offer of tender offer under consideration.

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

F.3.13.1 Accept tender offer only if the tenderer satisfies the legal requirements stated in Clause F.2.1 of the Tender Data.

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

F.3.14 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer's notice of acceptance, the award will be placed on the website and e-tender portal to notify other tenderers that their tender offers have not been accepted.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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 tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful tenderer, 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 tenderer 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 tender require the tenderer 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 tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PART T2

RETURNABLE DOCUMENTS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MUSINA LOCAL MUNICIPALITY

CONTRACT NO. :- 04-2024/25

PROJECT NAME: CONTRACTOR FOR CONSTRUCTION OF MUTELE B CULVERT

T2.1 List of Returnable Documents

The Tenderer must complete the following Returnable Documents:

1 Returnable Schedules required only for Tender Evaluation purposes

- A: Record of Addenda to Tender Documents
- B: Certificate of Authority for Joint Ventures / Close Corporation/ Partnership/ Company/ Sole Proprietor (Certified copies of Identity Documents in the case of Sole Proprietor)
- C: Compulsory Enterprise Questionnaire
- D: Schedule of the Tenderer's Experience
- E: Schedule of Key Personnel
- F: Format of Curriculum Vitae
- G: Proposed Amendments, Qualifications and Alternatives
- H: Schedule of Subcontractors
- I: Schedule of Plant and Equipment available for this contract
- J: Copy of the Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993)
- K: Company profile, including track record
- L: Construction Industries Development Board (CIDB) Registration
- M: Copy of Municipal rates and taxes bill or VALID copy of lease agreement of ALL DIRECTORS and for the bidding entity not owing for more than 90 days.
- N: Certified copy of one year (latest) annual financial statement

2 Other Documents required only for Tender Evaluation purposes

- O: A valid Tax Clearance Certificate/ SARS Pin issued by the South African Revenue Services.
- P: Financial Standing

3 Returnable Schedules that will be incorporated into the Contract

- Q: Preferencing Schedule (Direct Preferences) – MBD Forms
- R: Other MBD Forms (MBD 4, MBD 5, MBD 6, MBD8, MBD9)
- S: Execution Programme
- T: Contractor's Health and Safety Declaration

4 Other Documents that will be incorporated into the Contract

- U: Contractor's Safety Plan
- V: Proforma Notification form in terms of the Occupational Health and Safety Act 1993, Construction

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Regulations, 2003
W Monthly Labour Report

5 The Offer portion

- Part C1 Agreement and Contract Data
- Part C2 Pricing Data
- Part C3 Scope of Work
- Part C4 Site Information

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2: Returnable Schedules to be completed by Tenderer

A. RECORD OF ADDENDA TO TENDER DOCUMENTS

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

B. CERTIFICATE OF AUTHORITY OF AN ENTITY

We confirm that the following communications received from the Employer before the submission of this Tender Offer, amending the Tender Documents, have been taken into account in this Tender Offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C. CERTIFICATE OF AUTHORITY OF AN ENTITY

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

(I) Company	(II) Close Corporation	(III) Partnership	(IV) Joint Venture	(V) Sole Proprietor

(I) CERTIFICATE FOR COMPANY

I, chairperson of the Board of Directors of
....., hereby confirm that by resolution of the Board (copy attached) taken on
..... 20.....,
Mr/Ms, acting in the capacity of
....., was authorised to sign all Documents in connection with this Tender
and any Contract resulting from it on behalf of the Company.

Signature of Chairman:

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(II) **CERTIFICATE FOR CLOSE CORPORATION**

We, the undersigned, being the key Members in the business trading as.....
..... hereby authorise Mr/Ms
acting in the capacity of, to sign all Documents
in connection with the Tender for Contract No and any Contract resulting from it on our behalf.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

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.*

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(III) **CERTIFICATE FOR PARTNERSHIP**

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

.....hereby authorise Mr/Ms.....

acting in the capacity of , to sign all Documents in connection

with the Tender for Contract No. and any Contract resulting from it on our behalf.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME	ADDRESS	SIGNATURE	DATE
			
			
			
			
			

Note: *This Certificate is to be completed and signed by all of the key Partners upon who rests the Direction of the Affairs of the Partnership as a whole.*

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(IV) **CERTIFICATE FOR JOINT VENTURE**

We, the undersigned, are submitting this Tender 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
Tender Offer for Contract No and any Contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the Partners to the Joint Venture.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY
Lead Partner		

Note: *This Certificate is to be completed and signed by the key Partner with the higher CIDB Grading upon who rests the Direction of the Affairs of the Joint Venture as a whole.*

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

V) **CERTIFICATE FOR SOLE PROPRIETOR**

I....., hereby confirm that I am the Sole Owner of the

business trading as:.....

Signature of Sole Owner:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C. REGISTRATION CERTIFICATE OF AN ENTITY

[Important note to Tenderer: Registration Certificates for Companies, Close Corporations, Partnerships and ID Documents for Sole Proprietors must be inserted here. In the case of a Joint Venture, a copy of a duly signed Joint Venture Agreement must be included]

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C. COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a Joint Venture, **separate** Enterprise questionnaires in respect of each Partner must be completed and submitted.

Section 1: Name of Enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of Sole Proprietors and Partners in Partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if Sole Proprietor or Partnership and attach separate page if more than 3 Partners

Section 5: Particulars of Companies and Close Corporations

Company registration number

Close Corporation number

Tax reference number

Section 6: Record in the service of the State

Indicate by marking the relevant boxes with a cross, if any Sole Proprietor, Partner in a Partnership or Director, Manager, Principal Shareholder or Stakeholder in a Company or Close Corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| ☐ a Member of any Municipal Council | ☐ 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 the National Assembly or the National Council of Province | ☐ a Member of an Accounting Authority of any National or Provincial Public Entity |
| ☐ a Member of the Board of Directors of any Municipal entity | ☐ an employee of Parliament or a Provincial Legislature |
| ☐ 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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

*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 the National Assembly or the National Council of Province | ☐ a Member of an Accounting Authority of any National or Provincial Public entity |
| ☐ a Member of the Board of Directors of any Municipal Entity | ☐ an employee of Parliament or a Provincial Legislature |
| ☐ 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 authorised to do so on behalf of the Enterprise:

- authorizes the Employer to obtain a tax clearance Certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that the neither the name of the Enterprise or the name of any Partner, Manager, Director or other Person, who wholly or partly exercises, or may exercise, control over the Enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- 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;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

iv) confirms that I / we are not associated, linked or involved with any other Tendering entities submitting Tender Offers and have no other relationship with any of the Tenderers or those responsible for compiling the Scope of Work that could cause or be interpreted as a conflict of interest; and

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

Signed

Date

Name

Position

Enterprise
Name

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The following is a Statement of Work of similar nature recently successfully executed by myself / ourselves:

Employer: Contact Person and Telephone Number	Consulting Engineer: Contact Person and Telephone Number	Nature of Work	Value of Work (inclusive of VAT)	Date Completed or Expected to be Complete

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

DATE:

Witness 2

Witness 2

E. KEY PERSONNEL

In terms of the Project Specification and the Conditions of Tender, unskilled Workers may only be brought in from outside the Local Community if such personnel are not available locally.

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

Category of Employee	Number of Persons					
	Key Personnel, Part of the Contractor's Organisation		Key Personnel to be imported if not available locally		Unskilled Personnel to be recruited from local community	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
Site Agent, Project Managers						
Foremen, Quality Control and Safety Personnel						
Technicians, Surveyors, etc						
Artisans and other Skilled Workers						
Plant Operators						
Unskilled Workers						
Others:						
.....						
.....						
.....						
.....						
.....						

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

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F. CURRICULUM VITAE FORMAT OF KEY PERSONNEL

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u> 	
<u>Experience Record Pertinent to Required service:</u> 	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the Schedule

.....
Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

[illegible]**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the Schedule

Date _____

Page 10 of 10

Contractor

Witness 1

Page 10 of 10

Witness 2

--	--

Employer

11/11/2019

Witness

Witness 2

G. AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives, but should the Tenderer desire to make any departures from the Provisions of this Contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, unless form (a), has been completed to the satisfaction of the Employer). The Tenderer is referred to Tender Data paragraph F.2.12, where it is clearly stated that no Alternative Offers will be accepted.

I / We herewith propose the amendments, as set out in the table below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO.	PROPOSED AMENDMENT

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

Signed

Date

Name

Position

Tenderer

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

I. SCHEDULE OF PLANT AND EQUIPMENT

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

(a) Details of major equipment that is owned by and immediately available for this Contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this Contract if my / our Tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**J. COPY OF WORKMEN'S COMPENSATION REGISTRATION CERTIFICATE (OR PROOF OF PAYMENT OF CONTRIBUTIONS
IN TERMS OF THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT NO. 130 OF 1993)**

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

K. COMPANY PROFILE, INCLUDING TRACK RECORD

[Abbreviated company profile, giving history, status, activities, staff and track record of the tendering entity, to be inserted here. In case of a Joint Venture, a separate profile for each partner must be submitted]

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

L. CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD (CIDB) REGISTRATION

[Certified copy of the Tenderer's CIDB registration indicating the Contractor grading designation, to be inserted here. For a Joint Venture, each partner's CIDB certificate is to be included, as applicable]

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

M. MUNICIPAL RATES AND TAXES BILL

[Certified copy of the Tenderer's Municipal rates and taxes bill or lease agreement to be inserted here. For a Joint Venture, each partner's rates and taxes bill is to be included, as applicable]

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

N. TAX CLEARANCE CERTIFICATE

IMPORTANT NOTES:

1. The following is an abstract from the Preferential Procurement Regulations 2022 promulgated with the Preferential Policy Framework Act No 5 of 2000:

"Tax clearance Certificate

16. No Contract may be awarded to a Person who has failed to submit a TAX COMPLIANT STATUS PIN ISSUED BY SARS from the South African Revenue Service ("SARS") certifying the taxes of that Person to be in order or that suitable arrangement have been made with SARS."

2. The ST 5.1 form, Application for Tax Clearance Certificate (in respect of Tenders), must be **completed by the Tenderer in every detail and submitted to the Receiver of Revenue** where the Tenderer is registered for Income Tax purposes. The Receiver of Revenue will then furnish the Tenderer with a Tax Clearance Certificate that will be valid for 6 months from date of issue. **This Tax Compliant Pin Issued must be submitted in the original with the Tender that is before the closing time and Date of the Tender.**

Each party to a Consortium/Joint Venture/Sub-Contractors must complete a separate Tax Clearance Certificate.

Failure to submit a tax compliant status pin issued by SARS will invalidate the Tender.

3. An **example** of the Application for Tax Clearance Certificate which Tenderers may use to apply for the Tax Compliant Pin is included hereafter and is available at any Receiver's Office.

APPLICATION FORM FOR TAX CLEARANCE CERTIFICATE

(In respect of Tender see note at bottom)

1. NAME OF TAXPAYER/TENDERER:																					
2. TRADE NAME:																					
3. IDENTIFICATION No. (if applicable)	: <table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
4. COMPANY/CLOSE CORPORATION REG No.	: <table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
5. INCOME TAX REFERENCE No.	: <table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
6. VAT REGISTRATION No.	: <table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
7. PAYE EMPLOYERS REG No. (if applicable)	: <table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				

NB: Copy of the Tender request must be attached to this application.

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

CONTACT PERSON REQUIRING TAX CLEARANCE CERTIFICATE:

SIGNATURE:

NAME :

TELEPHONE NUMBER : CODE: NUMBER:

ADDRESS :
.....

DATE : 20...../...../.....

Please note that the Commissioner for the South African Revenue Service (SARS) will not exercise his discretionary powers in favour of any person with regard to any interest, penalties and/or additional tax leviable due to the late or underpayment of taxes, duties or levies or the rendition of returns by any person.

NAME OF PERSON RESPONSIBLE FOR CONTRACT:

(ST 5.1) March 1999

NB: *This is a pro forma application form that has to be submitted to SARS to enable them to issue the required TAX COMPLIANT STATUS PIN ISSUED BY SARS must be submitted with the Tender (to be attached to the next page).*

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SARS PIN

[SARS Pin obtained from SARS to be inserted here after]

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

O. TENDERER'S FINANCIAL STANDING

In terms of Clause F.2.18.1 of the Contract-specific Tender Data the Tenderer shall provide information about his commercial position, which includes information necessary for the Employer to evaluate the Tenderer's financial standing.

To that end the Tenderer must provide with his tender a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount within the specified time for completion.

However, should the Tenderer be unable to provide a bank rating with his tender, he shall state the reasons as to why he is unable to do so, and in addition provide the following details of his banker and bank account that he intends to use for project:

Name of account holder:

Name of Bank: Branch:

Account number: Type of account:

Telephone number: Facsimile number:

Name of contact person (at bank):

Failure to provide either the required bank details or a certified bank rating with his tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Q1 - FINANCIAL INFORMATION OF TENDERER

This information sheet has to be filled in by the financier of the Tenderer, duly signed and stamped on behalf of the financial institution he represents.

Tenderer / Tender Details

Tender Description:

Contract Period:

Name of Tenderer:

Bank Account Number:

Tender Amount:

Demand Guarantee will be provided by this Bank: YES ☐ NO ☐

If yes, state amount of Demand Guarantee: R.....

Financial Institution

Name of Commercial Bank:

Branch:

Name of Bank Manager:

Telephone Number:

We acting on behalf of the above Commercial Bank confirm that
..... (Tenderer)

has operated an account with us for the last years.

We have been requested to provide a bank rating based in relation to the financial capability of the Tenderer, taking into account directives set out in the following two tables.

FINANCIAL CAPABILITY

Maximum value of contract that the Tenderer is considered capable of	Value on which Bank Rating must be used
Up to R300 000	R24 000
R1 000 000	R78 000
R3 000 000	R240 000
R5 000 000	R480 000
R10 000 000	R900 000
R30 000 000	R2 400 000
R100 000 000	R7 800 000

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BANK RATING

Bank Code	Description of Bank Code
A	Undoubted for the amount of enquiry
B	Good for the amount of enquiry
C	Good for the amount quoted if strictly in the way of business
D	Fair trade risk for amount of enquiry
E	Figures considered too high
F	Financial position unknown
G	Occasional dishonours
H	Frequent dishonours

The value on which our Bank Rating of the Tenderer is based is R.....

In words only)

The Bank Rating is code:

.....
Signature: Manager Financial Institution

.....
Print Name

.....
Date

RUBBER STAMP OF INSTITUTION



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

P: OTHER MBD FORMS REQUIRED TO BE COMPLETED

- **MBD 4 - DECLARATION OF INTEREST**
- **MBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**
- **MBD 7.1 - CONTRACT FORM - PURCHASE OF GOODS/SERVICES**
- **MBD 7.2 - CONTRACT FORM - RENDERING OF SERVICES**
- **MBD 8 - PAST SUPPLY CHAIN MANAGEMENT PRACTISES**
- **MBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 4

DECLARATION OF INTEREST

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, shareholder²):.....
 - 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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

.....
Position

.....
Name of bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

	80/20	or	90/10		
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Points for HDI status (At least 51% Black owned)	10	
Points for 51% Women's	4	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Equity		
Points for black person with Disability	3	
Points for 51% owned Youth firm	3	
Form not completed or submitted	0	

The bidder must submit a CSD number or CIPC documents indicating share ownership or directorship of the company or a comprehensive CSD report which must indicate the names of the owners, their gender, race, age, whether there is a person living with disability (Medical certificate will be used to verify the disability status of the bidder) or not and the address of a company in order to claim the preferential procurement points.

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

-
- (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT FORM - PURCHASE OF GOODS/SERVICES

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of Tax Compliance Status;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NAME (PRINT)
CAPACITY
SIGNATURE
NAME OF FIRM
DATE

WITNESSES	
1	
2.	
DATE:	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT FORM - PURCHASE OF GOODS/SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT ON

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NAME (PRINT)

SIGNATURE

WITNESSES

1.

2.

DATE

OFFICIAL STAMP

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT FORM - RENDERING OF SERVICES

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

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

7. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
8. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (iv) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (v) General Conditions of Contract; and
 - (vi) Other (specify)
9. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
10. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
11. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
12. I confirm that I am duly authorised to sign this contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NAME (PRINT)
CAPACITY
SIGNATURE
NAME OF FIRM
DATE

WITNESSES
1
2
DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

4. 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).
5. An official order indicating service delivery instructions is forthcoming.
6. 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.

<i>DESCRIPTION OF SERVICE</i>	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

OFFICIAL STAMP

WITNESSES

1

2

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the 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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	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:		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4.5	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.5.1	If so, furnish particulars:		

CERTIFICATION

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

Contract No. :- – CONTRACTOR FOR CONSTRUCTION OF MUTELE B CULVERT

Phase _____

(Bid Number and Description)

in response to the invitation for the bid made by:

MUSINA LOCAL MUNICIPALITY _____

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Q. EXECUTION PROGRAMME

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

The Execution Programme must be based on the completion time as specified in the Contract Data.

PLEASE NOTE: the cash flow projections from the Contractor (to be submitted before commencement of the execution of the Contract) must be in accordance with this execution plan in order to ensure proper Cash flow management by the Department and to minimise delayed payments.

PROGRAMME														
ACTIVITY	MONTHS													

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

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

R. CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHS 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction Work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the Work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS 1993 Construction Regulations 2003.

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

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS 1993 Construction Regulations 2003.
2. I hereby declare that my Company has the competence and the necessary resources to safely carry out the construction Work under this Contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:
 - (a) From my own competent resources as detailed in 4(a) hereafter: ***Yes / No**
 - (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ***Yes / No**
 - (c) From outside sources by appointment of competent specialist Subcontractors as detailed in 4(c) hereafter: ***Yes / No**

(* = delete whatever is not applicable)

4. Details of resources I propose:

(Note: Competent resources shall include safety personnel such as a construction supervisor and Construction Safety Officer as defined in Regulation 6, and Competent Persons as defined in Regulations 7, 8, 10, 11, 12, 14, 15, 18, 21(1), 22, 26 and 27, as applicable to this Contract)

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

- (i) By whom will training be provided?
- (ii) When will training be undertaken?
- (iii) List the positions to be filled by persons to be trained or hired:
-
-
-

(c) Details of competent resources to be appointed as Subcontractors if Competent Persons cannot be supplied from own Company:

Name of proposed Subcontractor:

Qualifications or details of competency of the Subcontractor:

.....

.....

.....

5. I hereby undertake, if my Tender is accepted, to provide, before commencement of the Works under the Contract, a suitable and sufficiently Documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
6. I confirm that copies of my Company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on Site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and Officials and Inspectors of the Department of Labour.
7. I hereby confirm that adequate provision has been made in my Tendered rates and prices in the Schedule of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the Provisions of the Act and the Regulations.
8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my Tender will be prejudiced and may be rejected at the discretion of the Employer.

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

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

S. CONTRACTOR'S SAFETY PLAN

[The Contractor shall submit the Contractor's Health and Safety Plan as required in terms of Regulation 5 of the Occupational Health and Safety Act 1993 Construction Regulations 2003, and referred to in T2.1, before commencement of the Works.]

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T. PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993,
CONSTRUCTION REGULATIONS 2003**

[This form must be completed and forwarded, prior to commencement of Work on Site, by all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2003, to the Office of the Department of Labour]

1. (a) Name and postal address of Contractor:.....
.....
- (b) Name of Contractor's contact person:
Telephone number:
2. Contractor's Workman's compensation registration number:
3. (a) Name and postal address of Client:
.....
- (b) Name of Client's contact person or Agent:
Telephone number.....
4. (a) Name and postal address of designer(s) for the Project:
.....
- (b) Name of Designer's contact person:
Telephone number.....
5. Name of Contractor's Construction Supervisor on Site appointed in terms of
Regulation 6(1): Telephone number:
6. Name/s of Contractor's sub-ordinate supervisors on Site appointed in terms of Regulation 6(2).
.....
7. Exact physical address of the construction Site or Site Office:
.....
8. Nature of the construction Work:
.....
9. Expected Commencement Date:
10. Expected Completion Date:
11. Estimated maximum number of persons on the construction Site:
12. Planned number of Subcontractors on the construction Site accountable to Contractor:
13. Name(s) of Subcontractors already chosen:
.....
.....

SIGNED BY:

CONTRACTOR:

DATE:

CLIENT:

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

U. MONTHLY LABOUR REPORT PROFORMA

MONTHLY LABOUR REPORT FOR CERTIFICATE OF PAYMENT NO.

JOBS CREATED.....

AS PER BUSINESS PLAN

A	B	C	D	E	F	G	H	I	J
Category	Number of persons employed in category	Rate (R/d)	Local P-days	Non-local P-days	Total P-days (D +E)	Amount expended on labour (C x F)	P-days by women	P-days by youth	P-days by disabled
Clerical									
Managerial									
Supervisory									
Skilled									
Semi-Skilled									
Unskilled									
All Occupations									

ACTUAL TO DATE

A	B	C	D	E	F	G	H	I	J
Category	Number of persons employed in category	Rate (R/d)	Local P-days	Non-local P-days	Total P-days (D +E)	Amount expended on labour (C x F)	P-days by women	P-days by youth	P-days by disabled
Clerical									
Managerial									
Supervisory									
Skilled									
Semi-Skilled									
Unskilled									
All Occupations									

SUMMARY

Planned person-days target
Tendered construction period (months):
Overall person-days target per month:
Months represented by this report:
Person-day target for this month:
Achieved person-days to date:
Person-days ahead/behind target:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C1

AGREEMENTS AND CONTRACT DATA

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.2: CONTRACT DATA

C1.2.1: CONDITIONS OF CONTRACT

C1.2.2: PART A: CONTRACT DATA PROVIDED BY THE EMPLOYER

PART B: CONTRACT DATA PROVIDED BY THE CONTRACTOR

C1.3: FORM OF GUARANTEE

**C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND
SAFETY ACT (No 85 OF 1993)**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACTOR FOR CONSTRUCTION OF MUTELE B CULVERT

C1.1 Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance Signature block, has solicited Offers to enter into a Contract for the procurement of:

Contract No. 4-2024/25 : **CONTRACTOR FOR CONSTRUCTION OF MUTELE B CULVERT**

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

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

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

.....
.....Rand (in words);

R (in figures)

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

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

Signature Block: Tenderer

Signature

Date

Name

Capacity

Name of organization.

Address of organization

.....

Signature of witness

Date

Name of witness



Contractor



Witness 1



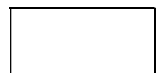
Witness 2



Employer



Witness 1



Witness 2

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall Form an Agreement between the Employer and the Tenderer upon the Terms and Conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the Contract, are contained in:

- Part C1: Agreements and Contract Data, (which includes this Agreement)
- Part C2: Pricing Data
- Part C3: Scope of work.
- Part C4: Site Information and Drawings and Documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the Documents listed in the Tender Data and any addenda thereto as listed in the Tender Schedules as well as any changes to the Terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance, are contained in the Schedule of Deviations attached to and Forming part of this Agreement. No amendments to or deviations from said Documents are valid unless contained in this schedule.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) for delivery of any Bonds, Guarantees, proof of Insurance and any other Documentation to be provided in terms of the Conditions of Contract Identified in the Contract Data. Failure to fulfil any of these Obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Signature Block: Employer	
Signature	Date
Name	
Capacity	
for the Employer Musina Local Municipality	
Signature of witness	Date
Name of witness	

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Schedule of Deviations

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

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

3 Subject
Details
.....
.....
.....

4 Subject
Details
.....
.....
.....

5 Subject
Details
.....
.....
.....

By the duly Authorised Representatives signing this Agreement, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the Documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance.

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

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

For the Tenderer:

Signature(s) _____

Name(s) _____

Capacity _____

(Name and address of organisation)

**Name &
Signature of
Witness** _____ **Date** _____

For the Employer:

Signature(s) _____

Name(s) _____

Capacity _____

(Name and address of organisation)

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

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in Bid No. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

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

(i) Bidding documents, viz

- Invitation to bid
- Tax clearance certificate
- Pricing schedule(s)
- Technical Specification(s)
- Preference claims in terms of the Preferential Procurement Regulations 2001
- Declaration of interest
- Special Conditions of Contract;

(ii) General Conditions of Contract; and

(iii) Other (specify)

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

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

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

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

NAME (PRINT)
CAPACITY
SIGNATURE
NAME OF FIRM
DATE

WITNESS

1.

2.

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

Item No.	Price (VAT Incl.)	Brand	Delivery Period	Points Claimed for HDI's	Points Claimed for RDP goals

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESS

1.....

2.

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MUSINA LOCAL MUNICIPALITY

CONTRACTOR FOR CONSTRUCTION OF MUTELE B CULVERT

C1.2 CONTRACT DATA

Section 1.01

The General Conditions of Contract for Construction Works (2015, 3rd Edition) published by the South African Institution of Civil Engineering, is applicable to this Contract. Copies of these Conditions of Contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805 5947).

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MUSINA LOCAL MUNICIPALITY

CONTRACTOR FOR CONSTRUCTION OF MUTELE B CULVERT

C1.2.1: CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

- 1. GENERAL
- 2. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.2.1 CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the “*General Conditions of Contract for Construction Works – 3rd Edition 2015*”, issued by the South African Institution of Civil Engineering (Short title: “GCC 2015, 3rd Edition”) and can be obtained from:

SAICE
Waterfall Park
Howick Gardens
Vorna Valley Half way House
Becker Street

MIDRAND
1685
Gauteng Province
Tel: (011) 805-5947/8
Fax: (011) 805-5971.

It is agreed that the only variations from the *General Conditions of Contract 2015, 3rd Edition* are those set out hereafter under “Special Conditions of Contract”.

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions shall amplify, modify or supersede, as the case may be, the *General Conditions of Contract 2015 (3rd Edition)* to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered “SCC” followed in each case by the number of the applicable clause or sub clause in the *General Conditions of Contract 2015, 3rd Edition* and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

2. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

1. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

Clause no.	Description
SCC 4.5.2	Replace the term “Safety” with “Occupational Health and Safety”
SCC 42.2	Add the following to the sub-clause: Extension of time in respect of abnormal rainfall shall be calculated using the rainfall (Formula 1) for each calendar month or part thereof.
SCC 49.6.1 to 4.9.6.3	Replace the term “Bank” with “Bank or Insurance Company”
SCC 55.1.8	Replace sub-clause with: The Contractor or anyone on his behalf or in his employ would pay, offer or offer as payment to any person in the employ of the Employer, or in the employ of the Engineer, a gratuity or reward or commission.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCC 59 LABOUR INTENSIVE WORKS

SCC 59.1 Payment for the labour-intensive component of the works

Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in Contract or in delict.

SCC 59.2 Applicable labour laws

The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No R63 of 25 January 2002, as reproduced below, shall apply to work which are undertaken by unskilled or semi-skilled workers.

SCC 59.3.1 Introduction

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

(b) In this document –

(i) “Department” means any department of State, implementing Agent or Contractor;

(ii) “Employer” means any Municipality, implementing Agency or Contractor that hires workers to work in elementary occupations on a SPWP;

(iii) “worker” means any person working in an elementary occupation on a SPWP.;

(iv) “elementary occupation” means any occupation involving unskilled or semi-skilled work;

(v) “Management” means any person employed by a Municipality or implementing Agency to administer or execute an SPWP.;

(vi) “task” means a fixed quantity of work;

(vii) “task-based work” means work in which a worker is paid a fixed rate for performing a task;

(viii) “task-rated worker” means a worker paid on the basis of the number of tasks completed;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

-
- (ix) “time-rated worker” means a worker paid on the basis of the length of time worked.

SCC 59.3.2 Terms of Work

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

SCC 59.3.3 Normal Hours of Work

- (a) An Employer may not set tasks or hours of work that require a worker to work—
- (i) more than forty hours in any week
- (ii) on more than five days in any week; and
- (iii) for more than eight hours on any day.
- (b) An Employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- (c) A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

SCC 59.3.4 Meal Breaks

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

SCC 59.3.5 Special Conditions for Security Guards

- (a) A security guard may work up to 55 hours per week and up to eleven hours per day.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

-
- (b) A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

SCC 59.3.6 Daily Rest Period

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

SCC 59.3.7 Weekly Rest Period

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

SCC 59.3.8 Work on Sundays and Public Holidays

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

SCC 59.3.9 Sick Leave

- (a) Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- (b) A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a Contract.
- (c) A worker may accumulate a maximum of twelve days' sick leave in a year.
- (d) Accumulated sick-leave may not be transferred from one Contract to another

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contract.

- (e) An Employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- (f) An Employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- (g) An Employer must pay a worker sick pay on the worker's usual payday.
- (h) Before paying sick-pay, an Employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
 - (i) absent from work for more than two consecutive days; or
 - (ii) absent from work on more than two occasions in any eight-week period.
- (i) A medical certificate must be issued and signed by a Medical Practitioner, a qualified Nurse or a Clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- (j) A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

SCC 59.3.10 Maternity Leave

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

-
- (1) if a medical Practitioner, Midwife or Certified Nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
- (2) if agreed to between Employer and worker; or
- (iii) on a later date, if a medical Practitioner, Midwife or Certified nurse has certified that the worker is able to continue to work without endangering her health.
- (f) A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- (g) A worker who returns to work after maternity leave has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

SCC 59.3.11 Family responsibility leave

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

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

SCC 59.3.12 Statement of Conditions

- (a) An Employer must give a worker a statement containing the following details at the start of employment –
- (i) the Employer's name and address and the name of the SPWP;
- (ii) the tasks or job that the worker is to perform; and
- (iii) the period for which the worker is hired or, if this is not certain, the expected duration of the Contract;
- (iv) the worker's rate of pay and how this is to be calculated;
- (v) the training that the worker will receive during the SPWP.
- (b) An Employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

- (c) An Employer must supply each worker with a copy of these Conditions of

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

employment.

SCC 59.3.13 Keeping Records

- (a) Every Employer must keep a written record of at least the following –
 - (i) the worker's name and position;
 - (ii) in the case of a task-rated worker, the number of tasks completed by the worker;
 - (iii) in the case of a time-rated worker, the time worked by the worker;
 - (iv) payments made to each worker.
- (b) The Employer must keep this record for a period of at least three years after the completion of the SPWP.

SCC 59.3.14 Payment

- (a) An Employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- (b) A task-rated worker will only be paid for tasks that have been completed.
- (c) An Employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the Contractor having submitted an invoice to the Employer.
- (d) A time-rated worker will be paid at the end of each month.
- (e) Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (f) Payment in cash or by cheque must take place –
 - (i) at the workplace or at a place agreed to by the worker;
 - (ii) during the worker's working hours or within fifteen minutes of the start or finish of work;
 - (iii) in a sealed envelope which becomes the property of the worker.
- (g) An Employer must give a worker the following information in writing –
 - (i) the period for which payment is made;
 - (ii) the numbers of tasks completed or hours worked;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (iii) the worker's earnings;
- (iv) any money deducted from the payment;
- (v) the actual amount paid to the worker.

(h) If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it

(i) If a worker's employment is terminated, the Employer must pay all monies owing to that worker within one month of the termination of employment.

SCC 59.3.15 Deductions

(a) An Employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

(b) An Employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

(c) An Employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.

(d) An Employer may not require or allow a worker to –

- (i) repay any payment except an overpayment previously made by the Employer by mistake;
- (ii) state that the worker received a greater amount of money than the Employer actually paid to the worker; or
- (iii) pay the Employer or any other person for having been employed.

SCC 59.3.16 Health and Safety

(a) Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

(b) A worker must –

- (i) work in a way that does not endanger his/her health and safety or that of any other person;
- (ii) obey any health and safety instruction;
- (iii) obey all health and safety rules of the SPWP;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

-
- (iv) use any personal protective equipment or clothing issued by the Employer;
 - (e) report any accident, near-miss incident or dangerous behaviour by another person to their Employer or manager.

SCC 59.3.17 Compensation for Injuries and Diseases

- (a) It is the responsibility of the Employers (other than a Contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- (b) A worker must report any work-related injury or occupational disease to their Employer or manager.
- (c) The Employer must report the accident or disease to the Compensation Commissioner.
- (d) An Employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The Employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

SCC 59.3.18 Termination

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

SCC 59.3.19 Certificate of Service

On termination of employment, a worker is entitled to a certificate stating –

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

-
- (i) the worker's full name;
 - (ii) the name and address of the Employer;
 - (iii) the SPWP on which the worker worked;
 - (iv) the work performed by the worker;
 - (v) any training received by the worker as part of the SPWP;
 - (vi) the period for which the worker worked on the SPWP;
 - (vii) any other information agreed on by the Employer and worker.

Reporting

SCC 59.3.20

The Contractor shall report the breakdown of each payment certificate into the broad categories of:

- a) Overheads,
- b) Supervision,
- c) Materials,
- d) Plant, and
- e) Labour.

The Contractor shall further report for each payment certificate the person-days of employment as set out in the Pro Forma, Schedule T: Monthly Labour Report.

In the calculation of person-days, a day shall be taken as 8 hours and no time over and above 8 hours per day shall be used to contribute to the number of person-days reported.

The Contractor shall further report for each payment certificate the person-days of employment as set out in the Pro Forma, Schedule T: Monthly Labour Report.

In the calculation of person-days, a day shall be taken as 8 hours and no time over and above 8 hours per day shall be used to contribute to the number of person-days reported.

Source of Labour

SCC 59.3.21

The Contractor shall source his labour from the local area through the services of an appropriate Councillor or Community Liaison Officer or another appointed person who has contact with a labour pool in the area. **The rate for local labour will be R190/ day.**

Local Enterprises

SCC 59.3.22

The Contractor shall promote the use of local enterprises to execute parts of the work as and when required wherever possible.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.2.2 PART A: DATA PROVIDED BY THE EMPLOYER

The following Contract Specific Data are applicable to this Contract.

REFERENCE CONTRACT SPECIFIC DATA BY THE EMPLOYER

Clause 1.1.14: **Name of Employer:** Musina Local Municipality

Clause 1.2.2: **Address of Employer:**

Physical:

21 Irwin Street
Musina ,
Limpopo,
0900

Postal:

Musina Local Municipality
P Bag X611
Musina
0900

E-Mail: mukondelelin@musina.gov.za

Telephone No: (015) 534 6100

Fax No: (015) 534 6100

Clause 1.1.15: **Name of Engineer:** DIGES GROUP

Clause 1.2.2: **Address of Engineer:**

Physical:

98 Marshall Street
POLOKWANE
0700

Postal:

P.O. Box 5743
POLOKWANE
0045

E-Mail: info@diges.co.za/ slym@diges.co.za

Telephone No: 015 291 4151

Fax No: 015 291 4167

Clause 1.6 & 38.1: Special non-working days are Sundays and the following statutory public holidays as declared by National or Regional Government:

New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill including the construction industry year end break.

Clause 1.6: The year end break commences on the first working day after 16 December and ends on the first working day after 5 January of the next year.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause 2.3: The Engineer is required to obtain the specific approval of the Employer for the following:

The Engineer requires client approval in order to authorise any expenditure in excess of the Tender Sum plus 10% Contingencies.

Clause 7: Performance Guarantee to be delivered within 14 days of the Commencement Day.

The total liability under the guarantee should not be less than 10% of the tender amount, excl VAT.

Clause 10.1: The Contractor shall commence executing the work within 14 days of the Commencement date.

Clause 12.2: The Contractor shall deliver his programme of work within 14 days of the Commencement date.

Clause 35.1.1.2.2: The value of material to be supplied by the Employer is NIL.

Clause 35.1.1.2.3: The amount to cover Professional fees for repairing damage and loss to be included in the Insurance sum is R 5 000 000.00

Clause 35.1.3: The limit of indemnity for Liability Insurance is R 10 000 000.00 for any single liability claim. Liability insurance shall include spread of fire risk.

Clause 37.2.2.3: The percentage allowance to cover overhead charges is 15%.

Clause 42.1: The Works shall be completed within **3 months** excluding special non-working days and the year end break.

Clause 43.1: The penalty for failing to complete the works is **R 3 000 per Calendar Day**.

Clause 46: Contract Price Adjustment will be allowed for selected items for this Contract.

Clause 49.1.5: The percentage advance on materials not yet built into the Permanent Works is: 80%

Clause 49.3: The percentage retention on the amounts due to the Contractor is **10 %**, excluding Contract Price Adjustment, Contingencies and VAT, and limited to **10%** of the Contract amount, excluding Contract Price Adjustment, Contingencies and VAT.

Clause 49.6: A Retention money Guarantee will NOT be permitted from a reputable institution registered with the Financial Services Board.

Clause 53.1: The Defects Liability Period is **12 months** measured from the date of the Certificate of Completion.

Clause 58.1.4 Dispute resolution shall be by Adjudication.

Clause 58.3: Dispute Resolution shall be by Adjudication.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.2.2: PART B: DATA PROVIDED BY THE CONTRACTOR

The following Contract Specific Data are applicable to this Contract:

REFERENCE CONTRACT SPECIFIC DATA BY THE CONTRACTOR

Clause 1.1.8: **Name of Contractor:**

Clause 1.2.2: **Address of the Contractor:**

Physical:

Postal:

.....

.....

.....

.....

E-Mail:

Telephone No:

Fax No:

Clause 46.3: The variation in cost of all special materials is to be provided in the table SM 1 for special materials.

The rates and prices for the special materials shall be furnished by the Tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies. **The quoted price is the ruling price on the Month prior to close of tender.**

TABLE: SM1

Special material	Unit on which variation will be determined		Price for base month ex factory, excluding transport, labour or any other costs.
	Containers	Delivered in bulk	

* Contractor to indicate the type, unit and rate of special material to be listed. When called upon to do so, the Contractor shall substantiate the above rates or prices with acceptable documentary evidence. Contractor to provide any other Special Materials if deemed necessary

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.3 FORM OF GUARANTEE - PRO FORMA

Contract No. :-

WHEREAS **Musina Local Municipality** (hereinafter referred to as the Employer") entered into, a Contract with:

.....
(Hereinafter called "the Contactor") on the day of 20.
for **CONTRACTOR FOR CONSTRUCTION OF MUTELE B CULVERT**

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 fulfilment 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 execution 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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

IN WITNESS WHEREOF this Guarantee has been executed by us at

on this day of 20

Signature

Duly authorized to sign on behalf of

Address
.....
.....

As witnesses:

1

2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993

THIS AGREEMENT is made between **Musina Local Municipality**

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

in his capacity as: _____ ;

AND:

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

in his capacity as:

duly authorised to sign on behalf of the Contractor.

WHEREAS the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an Agreement between the CONTRACTOR and the EMPLOYER in respect of

CONTRACT No:4-2024/25 – CONTRACTOR FOR CONSTRUCTION OF MUTELE B CULVERT

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

NOW THEREFORE the parties agree as follows:

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

-
1. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at for and on behalf of the CONTRACTOR

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

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

the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C2

PRICING DATA

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

CONTRACT NO. :- 4-2024/25

CONTRACTOR FOR CONSTRUCTION OF MUTELE B CULVERT

C2.1 Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of the General Conditions of Contract (2010 edition) as amended in the Scope of Works.
2. The units of measurement described in this 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 this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the Specifications

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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Lump sum: An agreed amount for an item, the extent of which is described in the Bills 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. The prices and rates in this Bill of Quantities are fully inclusive prices for the Work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the Work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional Work that may have to be carried out.
6. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for Tenders. (Refer to www.stanza.org.za or www.iso.org for information on Standards)
7. Where the Scope of Work requires detailed Drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amounts Tendered for such items.
8. 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.
9. The quantities set out in this 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 this Bill of Quantities.
10. The short descriptions of the items of payment given in this 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.
11. The item numbers appearing in the Bills of Quantities refer to the corresponding item numbers in the Specifications were applicable.
12. Those parts of the contract to be constructed using labour- intensive methods have been marked in the Bills of Quantities with the letters "LI" in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour- intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
13. 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contract No : 4-2024/25
 Client : Musina Local Municipality
 Description : Mutele A Low level River Crossing

Summary

SUMMARY		
Section	Description	Amount
1	Preliminary and General	
2	River Crossings	
3	Concrete (Small works) - Causeway	
4	Earthworks (Roads, Subgrade)	
5	Gabions and Pitching	
5	Ancillary Roadworks	
	SUB TOTAL	
	CONTINGENCIES AT 0%	R0,00
	SUB TOTAL	
	TOTAL EXCLUDING VAT	
	VAT @ 15%	
	TOTAL INCL. VAT	

Contract No: 4-2024/25

Client: Musina Local Municipality

Description: Mutele A Low level River Crossing

Section 1 : Preliminary & General

Item No	Payment Refers	Description	Unit	Qty	Rate	Amount
		SECTION 1 : PRELIMINARY & GENERAL				
	SANS 1200A	FIXED CHARGE ITEMS				
1,1	8.3.1	Contractual requirements	Sum	1		
	8.3.2	Establishment of facilities on site:				
	8.3.2.1	Facilities for Engineer (SANS 1200AB)				
1,2		Facilities for the Engineer	Sum	1		
	8.3.3.2.2	Facilities for Contractor				
1,3		Facilities for the Contractor including offices, storage sheds, workshops, living accommodation, ablution and latrine facilities, tools and equipment, water supplies, electric power, communications and setting out of Works	Sum	1		
1,4	PSA 8.8.1	Deal with access, including construction of temporary access roads	Sum	1		
1,5	PSA 8.8.1	Remove temporary site roads and reinstate site	Sum	1		
1,6	PSA 8.8.2	Deal with traffic	Sum	1		
1,7	PSA 8.8.7	Deal with water:				
1.7.1		Deal with surface water	Sum	1		
1.7.2		Deal with subsurface water	Sum	1		
1,8	8.3.3	Other fixed charge obligations	Sum	1		
1,9	PSA 8.3.4	Removal of Engineer's and Contractor's site establishment and reinstatement of site on completion	Sum	1		
		General Safety, Safety Plan, Monitoring and Review				
1,10		(a) Fixed obligations for the preparation of risk assessments, safe work procedures, the project H & S file, the H & S plan and any other H & S matters that the contractor deems necessary.	Sum	1		
1,11		Compliance with Environmental Management Plan (Note: Access plan to be developed in conjunction with the ECO and allowed for in rates)	Prov Sum	1	R50 000,00	R 50 000,00
	SANS 1200A	TIME RELATED ITEMS				
1,12	8.4.1	Contractual requirements	Months	3		
	8.4.2	Operation and maintenance of facilities on Site				
	8.4.2.1	Facilities for Engineer for duration of contract (SANS 1200AB)				
1,13	PSA 8.4.2.1 PSAB 8.2.1	Facilities for Engineer (Provisional)	Months	3	R3 000,00	R 9 000,00
Section 1 carried forward						

Client: Musina Local Municipality
 Description: Mutele A Low level River Crossing

Section 1 : Preliminary & General

Item No	Payment Refers	Description	Unit	Qty	Rate	Amount
Section 1 brought forward						
1,14	PSA 8.4.2.2	Facilities for Contractor	Months	3		
1,15	PSA 8.8.1	Deal with access, including construction and maintenance of temporary access roads	Months	3		
1,16	PSA 8.8.2	Deal with traffic	Months	3		
1,17	PSA 8.8.7	Deal with water	Months	3		
1,18		Deal with surface water	Months	3		
1,19		Deal with subsurface water	Months	3		
1,20	8.4.3	Supervision and company and head office overhead costs	Months	3		
1,21	8.4.5	Other time charge related obligations	Months	3		
1,22	PSA 8.12	Health and safety:				
1,23		Time related obligations for updating and amending the risk assessments, safe work procedures, the project H & S file, the H & S plan and full compliance with all H & S matters during the construction of the works under the contract.	Months	3		
1,24		All other costs to comply with the requirements of the OHS Act and Health and Safety specification	Prov Sum	1	R3 000,00	R 3 000,00
1,25	SANS 1200A	SUMS STATED PROVISIONALLY BY THE ENGINEER				
1,26		Allow provisional sum for additional testing where ordered by the Engineer	Prov Sum	1		R20 000,00
1,27		Allow provisional sum for Community Liaison Officer	Prov Sum	1		R16 500,00
		Facilities for Engineer				
1,28	PSA 8.5.1	Telephone calls, faxes, photocopy paper and consumables to be paid by Employer	Prov Sum	1		R5 000,00
1,29		Percentage adjustment on the item above for Contractor's overheads and profit (<i>State % and extend</i>)	%	5000,00		
Section 1 carried to Summary						

Client: Musina Local Municipality
 Description: Mutele A Low level River Crossing

Section 1 : Preliminary & General

Item No	Payment Refers	Description	Unit	Qty	Rate	Amount
Contract No: 4-2024/25 Client: Musina Local Municipality Description: Mutele A Low level River Crossing						
						Section 2: River Crossings
Item No	Payment Refers	Description	Unit	Qty	Rate	Amount
2,1	SANS 1200 C	SECTION 2:				
		RIVER CROSSINGS				
		Site Clearance				
2.1.1	8,2	General clearance of the site area and remove all debris such as the existing precast concrete fragments from the site and spoil at an approved site. Rate to include haulage	m ²	200		
2.1.2	8,11	Removal of reinforced concrete and spoil at an approved tip. Rate to include haulage	m ³	200		
	8,10	Removal of unreinforced concrete and spoil at an approved tip. Rate to include haulage	m ³	100		
2.1.3		Removal of existing culvert units and store on site. Rate to include haulage.	No.	10		
2,3	1200 D	EARTHWORKS				
2.3.1		Bulk Excavation				
2.3.1.1	8.3.2	Excavate in all materials and dispose	m ³	1 200		
2.3.1.2	8.3.2	Extra Over Item C6.8 Bulk Excavations above:				
2.3.1.3		Hard rock excavation	m ³	50		
2.3.1.4	8.3.3	Hand excavation and backfill where ordered by the Engineer	m ³	50		
2,4		Extra over Item 3.3 for backfilling with cement stabilised insitu material (4% by mass)	m ³	30		
Section 2 carried to Summary						

Client: Musina Local Municipality
Description: Mutele A Low level River Crossing

Section 1 : Preliminary & General

Item No	Payment Refers	Description	Unit	Qty	Rate	Amount
Contract No: 4-2024/25 Client: Musina Local Municipality Description: Mutele A Low level River Crossing						
						Section 3: Concrete Causeway
Item No	Payment Refers	Description	Unit	Qty	Rate	Amount
3		CAUSEWAY				
	SANS 1200GA	CONCRETE (SMALL WORKS)				
	8.2	Scheduled Formwork Items				
3,1	8.2.1	Rough formwork to:				
3.1.1		a) Blinding concrete	m ²	70,0		
3,2	8.2.2	Smooth formwork to:				
3.2.1		a) Vertical faces of deck slab	m ²	20		
3.2.2		b) Vertical faces of wing walls	m ²	70		
3.2.3		c) Bolsters	m ²	10		
3,3	8.2.3	Narrow width up to 300 mm wide to:				
3.3.1		a) Infill between culvert units	m ²	30		
	8,3	Scheduled Reinforcement Items				
3,4	8.3.1	Steel bars:				
3.4.1		a) High tensile steel bars	tonnes	1,5		
3.4.2		b) Mild steel bars	tonnes	0,6		
3,5	8.3.2	High tensile weldmesh				
3.5.1		a) Ref 617	m ²	100		
3.5.2		b) Ref 395	m ²	250		
	8,4	Scheduled Concrete Items				
3,6	8.4.2	Blinding layer of 15MPa/19mm concrete to:				
3.6.1		a) Culvert foundation (0.75m thick)	m ³	40		
3.6.2		b) Approach slab on both sides	m ³	30		
3,7	8.4.1	30MPa/19mm Concrete to:				
3.7.1		a) Culvert foundation	m ³	150		
3.7.2		b) Deck slab and wing walls	m ³	50		
3,9	8.4.4	Uniformed surface finishes:				
3.9.1		a) Wood floated finishes to all non-shuttered surfaces	m ²	300		
Section 2 carried forward						

Client: Musina Local Municipality
 Description: Mutele A Low level River Crossing

Section 1 : Preliminary & General

Item No	Payment Refers	Description	Unit	Qty	Rate	Amount
Section 2 brought forward						
3,10	8,7	Grouting to:				
3.10.1		a) R16 galvanised bars, 1200 mm long	No.	30		
	SANS 1200GE	PRECAST CONCRETE UNITS				
3,11	8.2.1	Provide structural precast portal culvert units (Rocla or similar):				
3.11.1		a) 3600 (S) x 2400 (H) units to SANS 986, 1.2 m long	No.	65		
3,12	8.2.2	Erection of structural precast portal culvert units in riverbed on foundation slab, complete for				
3.12.1		a) 3600 (S) x 2400 (H) units to SANS 986, 1.2 m long	No.	65		
		HEADWALLS				
3,13	8.2.7	Construct headwall complete to include all reinforcing and concrete as per Drawing				
3.13.1		a) Outlet				
3.13.1.1		i) 900mm pipe culvert	No	1		
3.13.1.2		ii) Span 3600mm, Height 2400mm portal culvert	No	1		
3.13.2		b) Inlet				
3.13.2.1		i) 900mm pipe culvert	No	1		
3.13.2.2		ii) Span 3600mm, Height 2400mm portal culvert	No	1		
Section 3 carried to Summary						

Client: Musina Local Municipality
Description: Mutele A Low level River Crossing

Section 1 : Preliminary & General

Item No	Payment Refers	Description	Unit	Qty	Rate	Amount
Contract No: 4-2024/25 Client: Musina Local Municipality Description: Mutele A Low level River Crossing						
Section 4: Earthworks (Roads, Subgrade)						
Item No	Payment Refers	Description	Unit	Qty	Rate	Amount
	SANS 1200DM	SECTION 4: EARTHWORKS (ROADS, SUBGRADE)				
4,1	8.3.1.1	Clear and strip site	m ²	275		
4,2	8.3.1.2	Remove topsoil to nominal depth 150mm, stockpile and maintain	m ²	275		
4,3	8.3.2	Bulk Excavation				
4.3.1		a) Excavate in all materials and use for embankment or backfill or dispose as ordered to create a working platform for construction access and operations	m ³	700		
4.3.2		i) Extra over for intermediate excavation	m ³	150		
4.3.3		ii) Extra over for hard rock excavation	m ³	60		
4,4	PSA 4	Extra over Item 3.3.1) above for transport, handling and placing of rock to enhance soil retention on banks to prevent erosion within a 3km distance	m ³	150		
4,5	SANS 1200DM	Treatment of road-bed				
4.5.1	8.3.3	a) Road-bed preparation and compaction to (1) minimum of 93% of modified AASHTO maximum density	m ³	400		
4.5.2		b) In-place treatment of road-bed in intermediate or hard rock material by: 1) Ripping	m ³	100		
4,3	8.3.4	Cut to fill, borrow to fill				
4.3.1		a) Compact to 90% of modified AASHTO maximum density				
4.3.1.1		i) Cut to fill	m ³	50		
4.3.1.2		ii) Borrow to fill	m ³	200		
4.3.2		b) Rockfill, process and compact (under culvert)	m ³	420		
4,4	8.3.6	Extra-over items 8.3.3 and 8.3.4 for excavating and breaking down material in:				
4.4.1		b) Hard excavation	m ³	50		
4.4.2		c) Boulder excavation Class A	m ³	50		
4.4.3		d) Boulder excavation Class B	m ³	50		
4,5	8.3.8	Removal of oversize material (only where instructed by the Engineer)	m ³	70		
Section 3 carried forward						

Client: Musina Local Municipality
 Description: Mutele A Low level River Crossing

Section 1 : Preliminary & General

Item No	Payment Refers	Description	Unit	Qty	Rate	Amount
Section 3 brought forward						
4,6	8.3.11	Extra-over Items 8.3.2, 8.3.4 or 8.3.5 for temporary stockpiling of material	m³	100		
4,7	8.3.14	Borrow pits				
4.7.1		a) Opening up and closing down of designation borrow pit	Prov. Sum	1	45 000,00	R 45 000,00
4.7.2		b) Dealing with overburden	m³	200		
4,8	SANS 1200ME	SUBBASE				
4.8.1	8.3.1	Construct the sub-base course/shoulders/gravel wearing course with material excavated in all materials from borrow pits (150mm G5/G6 compacted to 95% Mod AASHTO density)	m³	1200		
4.8.2	8.3.9	Overhaul (haul exceeding 2km)	m³.km	300		
	SANS 1200DM	EMBANKMENT FILL				
4,9	8.3.5	Construct selected G5 quality from borrow sources for embankment reinstatement compacted in 150mm lifts to 95% MDD	m³	350		
Section 3 carried to Summary						

Client: Musina Local Municipality
Description: Mutele A Low level River Crossing

Section 1 : Preliminary & General

Item No	Payment Refers	Description	Unit	Qty	Rate	Amount
---------	----------------	-------------	------	-----	------	--------

Contract No: 4-2024/25

Client: Musina Local Municipality

Section 5 : Gabions and Pitching

Description: Mutele A Low level River Crossing

Item No	Payment Refers	Description	Unit	Qty	Rate	Amount
5	SANS 1200 DK	SECTION 5: Gabions and Pitching				
		Stream and donga crossings:				
		Gabions and Reno Mattresses				
5,1	8.2.1 (a)	Surface preparation - cavities filled with excavation material.	m ³	900		
		Supply and lay the following:				
5,2	SANS 1200MF	GABIONS BASE				
5.2.1	8.3.3 b)	Construct base of gabions with 100mm thick G2 material from commercial sources compacted to minimum 98% MDD	m ³	15		
5.2.2		Construct stepped gabion spillway structure with one step downstream of Low level river crossing (LLRC)	Prov Sum			R 120 000,00
5,3	8.2.2 PSDK 8.2.2	Gabions of galvanised wire, 80 mm x 100 mm mesh, 2.7 mm dia wire:				
5.3.1		a) 1 x 0.5 x 0.5 m boxes	m ³	20		
5.3.2		b) 1 x 1 x 1 m boxes	m ³	50		
5.3.3		c) 2 x 1 x 0.5 m boxes	m ³	30		
5.3.4		d) 2 x 1 x 1 m boxes	m ³	100		
5.3.5		e) 3 x 1 x 1 m boxes	m ³	70		
5.3.6		f) 4 x 1 x 1 m boxes	m ³	20		
	8.2.2 PSDK 8.2.2	Reno mattresses of galvanised wire, 60 mm x 100 mm mesh, 2.2 mm dia wire:				
5.3.7		a) 2 x 1 x 0.3m mattress	m ³	100		
5.3.8		b) 3 x 1 x 0.3m mattress	m ³	100		
5.3.9		c) 6m x 2m x 0.3m mattress	m ³			Rate Only
5,4		Riprap:				
5.4.1	PSDK 8.2.8	Packed riprap (50kg rock)	m ³			Rate Only
5.4.2		Dumped riprap (50kg rock)	m ³			Rate Only
5,5	8.2.4	Geotextile where ordered by the Engineer ("Kaytech Bidim" Grade A4 or similar approved)	m ²	450		
	1200 A	Extra over for Gabions and Reno Mattresses				
5,6		Mortar grouting of gabion mattresses	m ³	0		Rate only
Section 5 carried forward						

Client: Musina Local Municipality
 Description: Mutele A Low level River Crossing

Section 1 : Preliminary & General

Item No	Payment Refers	Description	Unit	Qty	Rate	Amount
Section 5 brought forward						
5,7		Tie reno mattress into concrete with Y16 eye bolts	No.	40		
5,8		Extra-over items 5.3.7 to 5.3.9 for cutting and folding Gabion mattresses	m ²	100		
5,9		Medium grouted stone pitching for:				
5.9.1	8.2.5	Side drain: Supply and construct stone pitched side drain including preparation and compaction of foundation, placing of 150mm nominal size stones in a 300mm thick grouting layer	m ²	350		
5.9.2	8.2.5	Headwall inlet/outlet	m ²			Rate Only
	PSZC8	Compliance with employer's environmental management particular specification				
5,13		Final Grading				
5.13.1		a) Ripping of compacted and disturbed areas to 150mm depth	m ²	750		
5,14		Topsoiling				
5.14.1		a) Replacing of topsoil to a depth of 200mm	m ²	500		
5.14.2		b) Scarification of replaced topsoil to a depth of 50mm and final hand trimming using spades and rakes	m ²	500		
5.14.3		c) Soil testing at an approved facility	Prov Sum	1	R30 000,00	R 30 000,00
Section 5 carried to Summary						

Client: Musina Local Municipality
Description: Mutele A Low level River Crossing

Section 1 : Preliminary & General

Item No	Payment Refers	Description	Unit	Qty	Rate	Amount
Contract No: 4-2024/25 Client: Musina Local Municipality Description: Mutele A Low level River Crossing						
						Section 6: River Crossings
Item No	Payment Refers	Description	Unit	Qty	Rate	Amount
6,1	SANS 1200 MM	SECTION 6: ANCILLARY ROADWORKS GUARDRAILS				
6.1.1	8.2.1	Supply and erect galvanized steel guardrails on timber posts, backfilled with material available on Site	m	70		
6.1.2	8.2.2	Extra-over Item .1.1 for horizontally curved guardrails factory-bent to a radius of less than 150 mm	m	40		
6.1.3	8.2.3	End Units				
6.1.3.1		a) End wings	No.	4		
6.1.3.2		b) Terminal sections to details using single guardrail sections	No.	4		
6.1.4	8.2.5	Reflector plates, supply and fix every 5m	No.	16		
6,2		PERMANENT TRAFFIC SIGNS				
	8.3.1	Sign faces with painted or galvanized (as stated) background. Symbols, characters, legend, and borders in engineering grade retroreflective material with signboards constructed from				
6.2.1		a) Aluminium sheet (2,0 mm thick), of area over 2 m2 and up to 10 m2	m ²	20		
	8.3.3	Sign Supports				
6.2.2		c) Timber to standard details diameter 145 mm - 175 mm pine	m	20		
Section 6 carried to Summary						

PART C3

SCOPE OF WORK

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT NO. :- 4-2024/25

CONTRACTOR FOR CONSTRUCTION OF MUTELE B CULVERT

PART C3.1

APPLICABLE STANDARDIZED SPECIFICATIONS

1. The General Conditions of Contract applicable to this contract are the "General Conditions of Contract for Construction Works, (2015, 3rd Edition)", issued by the South African Institution of Civil Engineering and the necessary amendments to the Standard Specifications have been made and included in the Project Specifications contained in this document.
2. The terms "Schedule of Quantities", (used throughout the Standard Specifications) and "Bill of Quantities", (used in all other documents forming part of this contract), are synonymous.

C3.1.2 STANDARD SPECIFICATIONS – SANS 1200

SANS 1200 A	:	General
SANS 1200 C	:	Site Clearance
SANS 1200 DM	:	Earthworks – Roads, Subgrade
SANS 1200 GA	:	Concrete (Small Works)
SANS 1200 GE	:	Precast concrete (structural)
SANS 1200 LE	:	Storm water drainage
SANS 1200 M	:	Roads - General
SANS 1200 ME	:	Sub-base
SANS 1200 MF	:	Base
SANS 1200 MJ	:	Segmented Paving

Note 1 The Standard Specifications are not bound into the tender and contract documents but are available at the Tenderer's/Contractor's expense from the South African Bureau of Standards in Pretoria, Private Bag X191, PRETORIA, 0001.

Note 2 Each of the Standard Specifications contains an appendix, which in turn lists further specifications, which are not bound into the tender and contract documents.

Note 3 Both of the Standard Specifications, as well as those specifications that are listed in the appendix to the Standard Specifications, shall apply to the Contract to the same extent as if each of these specifications had been bound into the tender/contract documents.

(i) The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT NO. :- 4-2024/25

CONTRACTOR FOR CONSTRUCTION OF MUTELE B CULVERT

C3.2: PROJECT SPECIFICATIONS

STATUS

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met.

Part B contains the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART A: GENERAL

PS 1 PROJECT DESCRIPTION

The project consists of construction of a culvert located within Mutele village and approximately 90.0km Northwest of Musina via Regional Roads P277 and D3674. The co-ordinates of the project roads are as follows: S 22° 28' 17.78" and E 30° 52' 50.29"

PS 2 DESCRIPTIONS OF THE SITE AND ACCESS

2.1 Location of site

The township falls within the jurisdiction of MUSINA LOCAL MUNICIPALITY in Limpopo Province. **(See Locality map under Part C4)**

Access to site

Access to the sites is via Regional Roads D3674 and P277.

The contractor shall be responsible for the maintenance and reinstatement of damage caused by him or his agents/deliveries during the construction activities. No damage to fauna and flora located outside the limits of the site will be permitted on the contract.

The contractor shall take cognisance of the aforementioned items concerning the environment and allow for any costs in his tender under the relevant section in the Bill of Quantities.

PS 3 DETAILS OF THE WORKS

3.1 Brief description of works

A brief detail of the works for which this specification is applicable is as follows:

- Construction of a temporary bypass route;
- Construction of pavement layers for bridge approaches i.e. subgrade, selected gravel layers, gravel sub-base layer, 150mm base-layer constructed of G6 gravel from existing road prism;
- Construction of gabions;
- Installation of portal culverts
- Construction of 60mm interlocking concrete blocks pedestrian walkway;
- Cleaning of the road reserve after completion.

3.2 Project Approach

The successful Tenderer will be responsible for the full spectrum of supply, delivery, setting out, construction, quality control and defects attendance services. The Employer will appoint a consultant to monitor construction progress and quality. Regular progress payments, based on work actually performed at the tendered rates, are envisaged. A defects liability period of 12 months will be applicable on this project.

3.3 Labour recruitment conditions

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

A Project Steering Committee will need to be established as a vital means of communication between all parties involved with the project. The PSC will comprise representation by the Employer, the Engineer and formal structures within the community. The contractor shall make use of these communication channels, and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PSC, and this representative may be also required to attend the monthly PSC meetings.

It is mandatory that the Contractor interact with the community via proactive project liaison and project participation by its leaders and constituted organisations and forums, as well as through the employment of its people, and these activities shall constitute essential facets of the project.

Local labour is to be used and the employment of such labour is to be done in conjunction with the PSC.

PSC shall appoint a Community liaison officer (CLO). The duties of the CLO shall consist inter alias of the following:

- To be available on site daily between the hours of 07:00 and 17:00 and at other times as the need arises. His normal working day will extend from 07:00 in the morning until 17:00 in the afternoon.
- To communicate daily with regard to number and skills, to facilitate in labour disputes and to assist in their resolution.
- To attend all meetings in which the community and/or labour are present or are required to be represented.
- To attend all PSC meeting to report on labour.
- To assist in the identification and screening of labourers from the community in accordance with the contractor's requirements.
- To advise and inform temporary labourers of their conditions of employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
- To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- To keep a daily written record of his interviews and community liaison, labour force etc.
- To attend monthly site meetings and report in writing on labour and contract matters.
- Keeping a data base of available labour.
- All such other duties as agreed upon between all parties concerned.
- Compile a list of available skills in the area (skills audit).

The Tenderer should allow for reasonable compensation of the CLO over the full construction period, in the appropriate P & G items in the Bill. The CLO is to provide his own transport.

PART B: PARTICULAR SPECIFICATIONS

PS 4 CONSTRUCTION PROGRAMME

PS 4.1 General

The submission of a construction programme as stated per Clause 12 of the General Conditions of Contract is compulsory.

Before any work is to be commenced on the site (within a period as stated in Clause 12.2 of the General Conditions of Contract), the Contractor must submit a detailed project programme for the construction of the Works to the Engineer for his approval.

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

In preparation of the construction programme the Contractor must liaise with the Engineer and the programme must take into account the coordination of all activities. The programme must consist of a detailed schedule or block diagram covering all aspects of the Works and the planned time thereof must, with the Contract Period as time basis, be shown.

Rainfall conditions will be taken as abnormal when the average rainfall, as shown in Clause PS 8, is exceeded and the contractor must then apply in writing for extension of the contract period using Clause 48 of the Conditions of Contract.

The Contractor shall submit to the Engineer a realistic, detailed programme not later than 14 days after receipt of the Letter of Acceptance. The programme shall be in bar-chart format showing in detail how the Contractor proposes to complete the work covered by this contract by the Due Completion Date.

The following details must be stated:

- i. The quantity of work applicable to each bar item as well as the rate at which the work will be completed.
- ii. A budget of the value of completed work, month by month, for the full contract period.
- iii. The Contractor's plant commitment on the contract for every fortnight.
- iv. The critical path.

The programme shall be kept up to date. If a Contractor fails to maintain progress in terms of the programme, he shall produce a revised programme showing the modifications to the original programme necessary to ensure completion of the Works before the Due Completion Date.

The approval of any programme by the Engineer shall have no contractual significance, other than satisfying the Engineer that the Work is carried out according to such programme and that the Contractor undertakes to carry out the work in accordance with the programme. The Engineer will have the right to instruct the Contractor to revise the programme if necessitated by circumstances.

PS 4.2 Time for Completion

The maximum time allowed for the completion of the contract is 3 months (excluding special non-working days and the year-end break) from the Commencement Date.

PS 5 SITE FACILITIES AVAILABLE

PS 5.1 Water Supply

The Contractor must make his own arrangements for provision of fresh water on site for domestic and construction purposes.

The rates tendered for the relevant items in the Preliminary and General Section of the schedule shall include all costs for the establishment and maintenance of water supply to the works and the Contractor shall make his own arrangements for the possible conveyance and storage of water if necessary.

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

PS 5.2 Power Supply

The Contractor must make his own arrangements for the provision of his own electrical requirements on site. The rates tendered for the relevant items in the Preliminary and General Section of the schedule shall include all costs for the establishment and maintenance of a power supply to the works as required for construction purposes.

PS 6 FACILITIES REQUIRED ON SITE

PS 6.1 Facilities for the Engineer

A site office for the Engineer is required.

PS 6.2 Facilities for the Contractor

Site Establishment

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

The chosen site shall be subject to the approval of the Engineer and the Project Steering Committee (PSC). Possible locations for a campsite shall be pointed out at the Site inspection. The Contractor shall conform to all local authority, environmental and industrial regulations.

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

Ablution and Sanitary Facilities:

The Contractor shall erect and maintain on the site proper ablution facilities. The Contractor shall service and maintain the facilities in a clean and hygienic state for the duration of the contract period and on completion of the works remove it from the site.

PS 6.3 Laboratory Facilities

The contractor shall provide Laboratory facilities at a SANS accredited laboratory to conduct tests as required.

PS 6.4 Construction Notice Board (Name Board)

1 Official Name Board, as per C4.2 Site Information: Construction Notice Board is required for this contract.

PS 6.5 Housing for the Engineer and/or his Representative

No housing is required for the Engineer or his Representative.

PS 6.6 Telephone Facilities

Telephone and facsimile facilities are not needed on the site.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PS 7 MANAGEMENT AND DISPOSAL OF WATER

The Contractor shall pay special attention to the management and disposal of water and storm water on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

PS 8 SECURITY CLEARANCE OF PERSONNEL

Tenderers should note that the Musina Local Municipality may require that Security Clearance investigations be conducted on any number of the Tenderer's personnel.

If so required, by the Musina Local Municipality, the Tenderer must remove personnel as indicated immediately and ensure that they have no access to the works or documentation or any other information pertaining to the site.

The Employer shall not be liable for any cost concerning the removal of personnel or the effect thereof on the execution of the work.

PS 9 SUB-CONTRACTORS

The Employer shall have the right to cede any sub-contract under this contract to a pre-approved subcontractor, in accordance with the provisions of Clause 9 of the General Conditions of Contract.

PS 10 DELAY IN COMPLETION

The Contractor shall organise the Works in such a manner that no delays occur. Delay due to faulty organisation or lack or shortage of materials or labour or co-operation with other parties or to any other cause within the control of the Contractor will not be countenanced and full power is reserved by the Engineer to order the Contractor to expedite the work should the work, in the opinion of the Engineer, not progress in a satisfactory way.

PS 11 SUPPLY OF MATERIALS

All material to be used in the Works is to be supplied by the Contractor.

The Contractor shall ensure that the work is not delayed due to the lack of materials on Site, by placing orders for material required under this Contract as soon as possible. No extension of time will be allowed for any delay due to the supply of materials.

Although the quantities have been carefully calculated, it must be considered as approximate only and the Contractor, before ordering any materials, should check the quantities required. The bill of quantities is provisional.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PS 12 EXECUTION OF THE WORKS

PS 12.1 Inspection by the Engineer

No portion of the work shall be proceeded with until the Engineer or his representative has examined and approved the previous stage. If any work is covered or hidden from view before the Engineer or his representative has inspected the work, the Contractor shall at his own cost expose the covered or hidden work for inspection. The Contractor shall also be responsible for making good any work damaged during the uncovering.

PS 13 EXISTING SERVICES

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

Two weeks prior to commencing construction activities in a particular area, the Contractor shall also diligently enquire of local landowners as to whether there are any other known services which have not been shown on the drawings but which may be affected by the construction activities in that area, and any such services shall be brought to the attention of the Engineer immediately. The contractor shall make provision in his programme for the location and/or shifting of services.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C4

SITE INFORMATION

Contractor

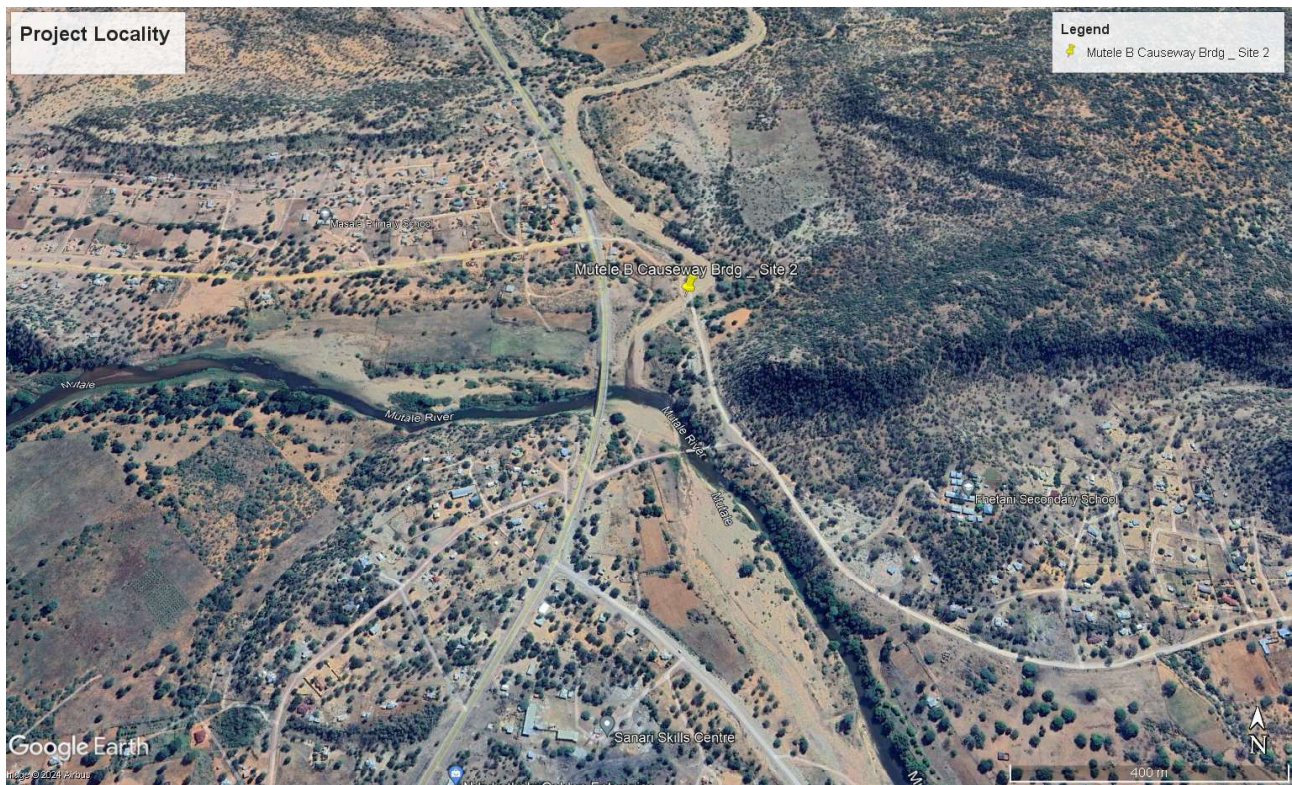
Witness 1

Witness 2

Employer

Witness 1

Witness 2



Contractor

Witness 1

Witness 2

Employer

Witness 1

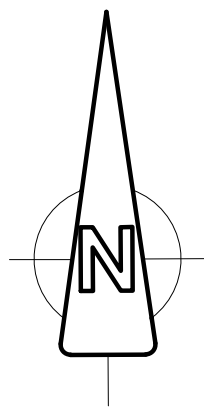
Witness 2



BENCH MARKS				LOCAL
NAME	Y	X	Z	DESCRIPTION
MB1	12401.621	2486406.014	353.391	IRON PEG
MB2	12223.584	2486328.671	356.665	IRON PEG
MB3	12329.609	2485940.035	348.079	IRON PEG

NOTES

1. Do not scale off this drawing
2. This drawing to be read with relevant drawings and contract specifications which can be available on request. Any discrepancies to be brought to Engineer's attention immediately prior to implementation of any work.



LEGEND

- TREE WITH GIRTH 0.8m
- EXISTING BUILDINGS
- OVERHEAD POWERLINE WITH POLE (PP)
- GRAVEL / DIRT ROAD
- FENCE LINE

REV	DATE	DETAILS	STAT	CHK	APP

REVISIONS

Recommended by	Date
Approved by	Date
Drawn	Designed
Checked	Engineer
Client App.	Date

CLIENT:



21 Irwin Street, Musina
Private Bag X611, Musina, 0900
Tel: 015 534 6100,

CONSULTANT:



98 Marshall Street,
P.O.Box 5743, Polokwane, 0700
Tel: 015 291 4151 Fax: 015 291 4167

PROJECT TITLE:

MUTELE-B VILLAGE
LOW LEVEL STREAM CROSSING

VHEMBE DISTRICT MUNICIPALITY

DRAWING TITLE:

PROPOSED CULVERT CROSSING
LAYOUT PLAN

PROJECT NUMBER:	SHEET No.:
CONTRACT No.:	SHEET 1
DRAWING STATUS:	SCALE:
	1:1000

DRAWING No.:	REV:	STAT:
DGS/VDM/BDG/001	A	

1. Do not scale off this drawing
2. This drawing to be read with relevant drawings and contract specifications which can be available on request. Any discrepancies to be brought to Engineer's attention immediately prior to implementation of any work.



REVISIONS



PROJECT TITLE:

MUTELE-B VILLAGE
LOW LEVEL STREAM CROSSING

VHEMBE DISTRICT MUNICIPALITY

PROPOSED CULVERT CROSSING
LONGITUDINAL SECTION

Longsection for 0 to 586

