



**UBUHLEBEZWE MUNICIPALITY**  
**THE CONSTRUCTION OF KHAMBULA ACCESS ROAD**  
**BID No. UBU-B-07/05/19**  
**(CIDB CATEGORY: 3CE OR HIGHER)**  
**PROCUREMENT DOCUMENT**

Name of Tenderer \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Address \_\_\_\_\_

BBBEE Level \_\_\_\_\_

Tender Sum \_\_\_\_\_

CIDB (CRS) No. \_\_\_\_\_

CSD Reg No. \_\_\_\_\_

THIS TENDER CLOSSES AT **12H00**  
AT THE OFFICES OF THE UBUHLEBEZWE MUNICIPALITY,  
29 MARGARET STREET, IXOPO  
DATE (**14 June 2019**)

**NO LATE SUBMISSIONS WILL BE CONSIDERED**

UBUHLEBEZWE MUNICIPALITY

P O Box 152

IXOPO

3276

Tel: (039) 834 7700

Fax: (039) 834 1168

Description	Page
<b>Part T1: Tendering Procedures</b>	
T1.1 Tender Notice and Invitation to Tender	4
Tender Notice	4
Invitation to Tender	5
T1.2 Tender Data	10
<b>Part T2: Returnable Documents</b>	
T2.1 List of Returnable Documents	28
T2.2.1 Check List of Returnable Documents	101
T2.2 <b>Returnable Schedules</b>	
A Certificate of Attendance at Site Meeting	32
B Compulsory Enterprise Questionnaire	33
C Record of Addenda to Tender Documents	38
D Certificate of Authority	39
E Schedule of Plant and Equipment	44
F Schedule of Experience of Tenderer	46
G Present Commitment of Tenderer	48
H Schedule of Proposed Sub-Contractors	49
I Key Personnel	50
J Curriculum Vitae of Key Personnel	51
K Preliminary Programme	53
L Amendments, Qualifications and Alternatives	54
M Day-works Schedule	57
N Contractor's Health and Safety Declaration	59
O Contractor's Certificate of Registration with CIDB	63

P	Tax Clearance Certificate	64
Q	Workman's Compensation	66
R	Tenderer's Financial Standing	67
S	Form of Intent to A Performance Guarantee	68
T	Declaration of Interest- MBD4	69
U	Certificate of Authority for Joint Venture	72
V	Declaration for Procurement – MBD5	73
	Preferential Points Claim Form in Terms of the Preferential Procurement Regulations 2017- MBD 6.1	75
	Declaration Certificate for Local Production and Content for Designated Sector -MBD 6.2	81
W	Declaration of Bidders Past Supply Chain Man.t Practices –MBD 8	89
X	Certificate of Independent Bid Determination- MBD 9	92
Y	CSD Registration	96
Z	Rates and Municipal Services Certificates	97
AA	Form of Acceptance & Declaration	98
	Tender checklist	101
	<b>Part C1: Agreement and Contract Data</b>	103
	C1.1 Form of Offer and Acceptance Contract Data	104
	<b>Forms to Be Completed on Acceptance of Tender</b>	109
	C.1.1.1 Pro- form Notification Form in Terms OHS Act 1993	110
	C1.1.2 Performance Guarantee	112
	C1.2 Contract Data	115
	<b>Part C2: Pricing Data</b>	175
	C2.1 Pricing Instructions	175
	C2.2 Bills of Quantities	178
	<b>Part C3: Scope of the Works</b>	193

**UBUHLEBEZWE MUNICIPALITY**

**THE CONSTRUCTION OF KHAMBULA ACCESS ROAD**

**BID No. UBU-B-07/05/19**

**SUMMARY FOR TENDER OPENING PURPOSES**

**[To facilitate the reading out of tender parameters at the opening of tenders, the tenderer shall complete this form and submit it with his tender]**

**Name of Contractor submitting the tender:** .....

**Tender amount** *(as stated in the Form of Offer)*: R .....

**Alternative Tender offered?** ..... *(Yes / No)*

If "Yes" state amount: R .....

**Specified Time for Completion:** 16 Weeks

**Alternative Time for Completion offered?** ..... *(Yes / No)*

If "Yes", state time offered .....

**Details of contact person:**

Name *(Print)*:

.....

Telephone No: ..... Fax No: .....

E-mail address:.....

Note: In the event of conflict between the data provided in this summary and that given in the tender, the latter shall prevail.

**SIGNATURE:** .....

*(of person authorised to sign the tender)*

## T1.1 Tender Notice and

29 Margaret Street  
Ixopo  
3276  
Tel: 039 8347700  
Email: mm@ubuhlebezwe.gov.za



Po Box 132  
Ixopo  
3276  
Fax: 039 8341168  
Webpage: www.ubuhlebezwe.gov.za

### UBUHLEBEZWE MUNICIPALITY

#### INVITATION TO BID

Ubuhlebezwe Municipality invites suitable, qualified and experienced service provider to provide services to the municipality.

PROJECT NAME	BID NUMBER	CIDB GRADING	COMPULSORY BRIEFING SESSION	AVAILABILITY OF TENDER DOCUMENTS	NON REFUNDABLE PRICE	CLOSING DATE
Basic assessment for cemetery establishment for Ubuhlebezwe Municipality	UBU-B- 01/05/19	N/A	21 May 2019 at 10h00  Venue: Municipal Main Boardroom	16 <sup>th</sup> May 2019 – 20 May 2019 @ Cashier's Office (Business hours 08h00 to 15h30)  NB: Proof of payment (EFT) should indicate that the payment was made before or on the 17 <sup>th</sup> May 2019 at 15h30.	R 385.00 per doc. Cashier's Office, 29 Margaret Street	28 May 2019 at 12h00
Provision of deep cleaning services for a period of 36 months	UBU-B- 02/05/19	N/A	27 May 2019 at 10h00  Venue: Municipal Main Boardroom	20 <sup>th</sup> May 2019 – 27 May 2019 @ Cashier's Office (Business hours 08h00 to 15h30)		14 June 2019 at 12h00
Provision of cleaning chemicals and equipment for a period of 36 months	UBU-B- 03/05/19	N/A	N/A	15 <sup>th</sup> May 2019 – 30 <sup>th</sup> May 2019 @ Cashier's Office (Business hours 08h00 to 15h30)  NB: Proof of payment (EFT) should indicate that the payment was made before or on the 28 <sup>th</sup> May 2019 at 15h30.	R 661.50 per doc. Cashier's Office, 29 Margaret Street	

## Invitation to Tender

Construction of Masomini Access Road (100% local manufactured material must be supplied & MBD 6.2 local production content must be completed)	UBU-B-04/05/19	5CE or Higher	28 May 2019 at 10h30  Venue: Municipal Main Boardroom	<b>21<sup>st</sup> May 2019 – 27<sup>th</sup> May 2019 @ Cashier's Office (Business hours 08h00 to 15h30)</b>  <b>NB: Proof of payment (EFT) should indicate that the payment was made before or on the 24<sup>th</sup> May 2019 at 15h30.</b>		
Construction of Esidungeni Access Road (100% local manufactured material must be supplied & MBD 6.2 local production content must be completed)	UBU-B-05/05/19		29 May 2019 at 10h30  Venue: Municipal Main Boardroom	<b>21 May 2019 – 28 May 2019 @ Cashier's Office (Business hours 08h00 to 15h30)</b>  <b>NB: Proof of payment (EFT) should indicate that the payment was made before or on the 27<sup>th</sup> May 2019 at 15h30.</b>		
Construction of Magawula Access Road (100% local manufactured material must be supplied & MBD 6.2 local production content must be completed)	UBU-B-06/05/19	4 CE or Higher			R 661.50 per doc. Cashier's Office, 29 Margaret Street	
Construction of Khambula Access Road (100% local manufactured material must be supplied & MBD 6.2 local production content must be completed)	UBU-B-07/05/19	3CE or higher	30 <sup>rd</sup> May 2019 at 10h30  Venue: Municipal Main Boardroom	<b>21<sup>th</sup> May 2019 – 29<sup>nd</sup> May 2019 @ Cashier's Office (Business hours 08h00 to 15h30)</b>  <b>NB: Proof of payment (EFT) should indicate that the payment was made before or on the 28<sup>th</sup> May 2019 at 15h30.</b>		

BID Documents clearly marked the'' **bid name and the relevant BID NO.** '' must be deposited in the tender box outside the reception area of Ubuhlebezwe Local Municipality situated on 29 Margaret Street, Ixopo, 3276 where bids will be opened in public. The name and address of the bidder must be clearly written on the sealed envelope containing the bid.

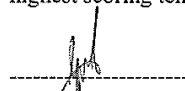
**NB: No documents will be sold on the day of the briefing (for Khambula, Magawula, Esidungeni, Masomini Access road). No documents will be sold on the last 20 minutes before the start of the briefing session for the Deep cleaning & Basic assessment for cemetery establishment. Latecomers will not be admitted. Only tenderers with tender documents will be allowed to attend the briefing session. Tender documents will also be available free of charge on [www.etenders.gov.za](http://www.etenders.gov.za) and [www.ubuhlebezwe.gov.za](http://www.ubuhlebezwe.gov.za)**

Enquiries regarding this notice may be directed as follows:  
Ubuhlebezwe Local Municipality  
P O Box 132

IXOPO  
3276

Attention: for Technical Mrs S Ndebele (access roads) Mrs N Mohau (Deep Cleaning & Cleaning material) and  
SCM Mrs M Mbatha finance related matters on Tel: 039 – 834 7700  
Fax: 039 – 834 1168

**Late bids or bids received by way of post, facsimile or e-mail will, under no circumstances, be considered.**  
The Ubuhlebezwe Municipality subscribes to the Preferential Procurement Framework Act, Act 5 of 2000. The 80/20 principle applies to this bid. Bids shall be valid for a period of 90 days. The Ubuhlebezwe Local Municipality does not bind itself to accepting the lowest, or any bid, either wholly or in part or give any reason for such action. If the price offered by tenderer is not market related the municipality may not award the contract to that tenderer and may negotiate for market related price with the tenderer, failing which negotiate with the next highest scoring tenderer or the tender may be cancelled.

  
-----  
**Mr. G.M. Sineke**  
**Municipal Manager**

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE UBUHLEBEZWE MUNICIPALITY</b>					
BID NUMBER:	UBU-B-07/05/19	CLOSING DATE:	14 June 2019	CLOSING TIME:	12:00
DESCRIPTION	THE CONSTRUCTION OF KHAMBULA ACCESS ROAD				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS					
<b>UBUHLEBEZWE MUNICIPALITY</b>					
<b>29 MARGARET STREET</b>					
<b>IXOPO</b>					
<b>3276</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes  <input type="checkbox"/> No		
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes No  [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes  <input type="checkbox"/> No  [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	SUPPLY CHAIN MANAGEMENT (SCM)		CONTACT PERSON	B. QWABE	
CONTACT PERSON			TELEPHONE NUMBER	031 265 8449	
TELEPHONE NUMBER			FACSIMILE NUMBER	031 265 8465	
FACSIMILE NUMBER			E-MAIL ADDRESS	durban@mna-sa.co.za	
E-MAIL ADDRESS					



## PART B

### TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

## INVITATION TO TENDER (ADDITIONAL INFORMATION)

### CLIENT

The Client is the UBUHLEBEZWE MUNICIPALITY

### IMPLEMENTING AGENT (EMPLOYER)

The Employer is the UBUHLEBEZWE MUNICIPALITY

### CONSULTANTS

MAKHAOTSE, NARASIMULU AND ASSOCIATES

### TENDER DOCUMENT OBTAINABLE FROM

Interested parties may collect Tender documents from the Ubhlebezwe Municipality, 29 Margaret Street, Ixopo. Documents shall be available on the 21 May 2019 – 29 May 2019 at Cashier's Office (Business hours 08h00 to 15h30).

### GENERAL DESCRIPTION

The project consists of the construction of gravel access road and related works.

### LOCATION OF SITE

The site is located in Ward 8 of Ubhlebezwe Municipality.

### SUBMISSION OF TENDER

The Tender prices are to be filled in and the whole document is to be placed in a sealed envelope marked **"THE CONSTRUCTION OF KHAMBULA ACCESS ROAD "UBU-B-07/05/19"**. Tender documents without complete pricing to ALL items listed in the Schedule of Quantities will be disqualified. Completed Tenders in sealed envelopes and clearly endorsed with Tender number and title, addressed to the **UBUHLEBEZWE MUNICIPALITY MARGARET STREET, IXOPO.**, will be received at any time prior to but NOT LATER THAN **12:00** on the dates specified as the deadline for submission.

### SITE INSPECTION

A compulsory site inspection will be held at **10h30 on the 30 May 2019** Ubhlebezwe Municipality Library Boardroom, Margaret Street, Ixopo, thereafter leaving in convoy to the site.

.

## **T1.2 Tender Data**

### **T1.2 TENDER DATA**

The conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. May 2010 (See [www.cidb.org.za](http://www.cidb.org.za)) which are reproduced without amendment or alteration for the convenience of Tenderers as an Annex to this 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 data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

#### **Clause**

#### **Number      Tender Data**

#### **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, timorously and with integrity, and behave equitably, honestly and transparently.

#### **F.1.2        Tender Documents**

The Tender documents issued by the employer comprise:

T1.1 Tender notice and invitation to Tender

T1.2 Tender data

T2.1 List of returnable documents

T2.2 Returnable schedules

#### **Part 1: Agreements and contract data**

C1.1 Form of offer and acceptance

C1.2 Contract data

C1.3 Form of Guarantee

C1.4 Adjudicator's Contract

## **Part 2: Pricing data**

C2.1 Pricing instructions

C2.2 Activity schedules / Bills of Quantities

## **Part 3: Scope of work**

C3 Scope of work

## **Part 4: Site information**

C4 Site information

### **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**

<b>Name:</b>	Makhaotse, Narasimulu & Associates		
<b>Address:</b>	No. 3B The Crescent, West way Office Park 1 Harry Gwala Road Westville 3630		
<b>Tel No.:</b>	031 265 8449	<b>Fax No.:</b>	031 265 8465
<b>E-mail:</b>	durban@mna-sa.co.za		

#### **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 (signing of the Form of Acceptance). The employer shall not accept or incur any liability to a Tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

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

#### **F.2 Tenderer's obligations**

##### **F.2.1 Eligibility**

- (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 and contributions required in terms of legislation applicable to the work in the contract.

#### **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.

**F.2.7 Clarification meeting**

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

**F.2.8 Seek clarification**

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

**F.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The Tenderer is advised to seek qualified advice regarding insurance.

**F.2.10 Pricing the Tender offer**

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

**F2.10.2** Show VAT payable by the employer separately as an addition to the Tendered total of the prices.

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

**F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the 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 UPGRADE 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**

**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**

Location of Tender box:		Ubuhlebezwe Municipality, Margaret Street, Ixopo
Physical address:		29 Margaret Street, Ixopo
Identification details	Reference Number	UBU-B-07/05/19
	Title of Tender	The Construction of Khambula Access Road
	Closing Date	14 June 2019
	Time	12H00



- F.2.13.6** Where a two-envelope system is required in terms of the Tender data, place and seal the returnable documents listed in the Tender data in an envelope marked “financial proposal” and place the remaining returnable documents in an envelope marked “technical proposal”. Each envelope shall state on the outside the employer’s address and identification details stated in the Tender data, as well as the Tenderer's name and contact address.
- F.2.13.7** Seal the original Tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the Tender data.
- F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the Tender offer if the outer package is not sealed and marked as stated.
- F.2.14** **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**

**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. The Tender offer validity period is 56 working days.

**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), referencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the Tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the Tender offer as non-responsive.

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

**F.2.19 Inspections, tests and analysis**

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

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

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

**F.2.21 Check final draft**

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

**F.2.22 Return of other Tender documents**

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

**F.2.23 Certificates**

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

**F.3 The Employer's undertakings****F.3.1 Respond to clarification**

Respond to a request for clarification received up to five working days before the Tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents.

**F.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the Tender documents to each Tenderer during the period from the date that Tender documents are available until 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, shall then notify all Tenderers who drew documents.

### **F.3.3 Return late Tender offers**

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

### **F.3.4 Opening of Tender submissions**

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

**F.3.4.2** Announce at the meeting held immediately after the opening of Tender submissions, at 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 financial proposals of Tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the Tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to Tenderers whose technical proposals failed to achieve the minimum number of points for quality.

### **F.3.6 Non-disclosure**

Not disclose to Tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of Tender

offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful Tenderer.

### **F.3.7 Grounds for rejection and disqualification**

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

### **F.3.8 Test for responsiveness**

**F.3.8.1** Determine, on opening and before detailed evaluation, whether each Tender offer properly received:

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

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

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

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

### **F.3.9 Arithmetical errors**

**F.3.9.1** Check responsive Tender offers for arithmetical errors, correcting them in the following manner:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b) If bills of quantities (or schedule 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 shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the Tendered total of the prices.

**F.3.9.2** 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 in F.3.9.1.

#### **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. Evaluation of Tender offers**

#### **F.3.11.1 General**

The procurement of the most compliant contractor shall be undertaken as outlined in the Ubuhlebezwe Municipalities Procurement Policy attached to this document. The procedure for the evaluation of responsive Tender is as per Method 4

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

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

- a) Score each tender in the respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provision of F3.11.7 to F3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender Data, if any.

- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following. Unless otherwise stated in the Tender Data

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

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F3.11.7;

$N_P$  is the number of evaluation points awarded for the preferences claimed in accordance with F3.11.8;

$N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with F3.11.9

Rank tender offers from the highest number of tender evaluation points to the lowest.

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

Details	Total Max Points	Item Max Points
<b>Criteria 1: Approach</b>	<b>10</b>	
<b>1.1 Preliminary Program and Methodology</b>	<b>10</b>	
<p>The Preliminary Program to include Scope of Work described in the Invitation Notice and Schedule of Quantities. The Program should highlight all the planned activities, the sequence of executing the works and the completion timeframes of the activities. Furthermore, the Program must demonstrate the applicant's approach and allocation of resources to achieve task within timeframes. Depending on the following factors,</p> <ul style="list-style-type: none"> <li>(i) logic of the sequencing of construction activities and in line with the cash flow</li> <li>(ii) practicality of the completion timeframes of the respective activities</li> </ul> <p>The program shall be ranked in the following order, with the highest-ranking qualifying for the maximum points.</p>		10
Good (fully complies with requisite (i) and (ii) above)		10
Average (partly complies with requisite (i) and (ii) above)		5
Poor (does not comply with requisite (i) and (ii) above)		2
<b>Criteria 2: Applicant's Expertise and Experience</b>	<b>65</b>	
<b>2.1 Site Agent (SA)</b>	<b>20</b>	
If Site Agent has 10 years' or more experience and has completed similar road projects		20
If Site Agent has 7 years' or more experience and has completed similar road projects		15
If Site Agent has 5 years' or more experience and has completed similar road projects		10
If SA has NOT completed similar projects in last 3 years, regardless of other experience		0
<p>Note: The CV and certified copies of Academic Qualifications of the proposed SA must be submitted under "Returnable Documents", (Form <b>J, Page 49</b>). The Contractor must ensure that the minimum qualification and experience level of the actual appointed SA is as per the submitted CV. <b>(The required minimum qualification for the Site Agent is a National Diploma in either Civil Engineering, Quantity Surveying or Project Management. Any other qualification will be considered at the discretion of the Employer)</b> There will be no points allocated if a minimum qualification required is not attached.</p>		
<b>2.2 General Foreman (GF)</b>	<b>15</b>	
If General Foreman has 10 years' or more experience and has completed similar road projects		15
If General Foreman has 7 years' or more experience and has completed similar road projects		10
If General Foreman has 5 years' or more experience and has completed similar road projects		6
If GF has NOT completed similar projects in last 3 years, regardless of other experience		0
<p>Note: The CV and certified copies of the proposed GF must be submitted under "Returnable Documents", (Form <b>J, Page 50</b>). The Contractor must ensure that the</p>		



Details	Total Max Points	Item Max Points
minimum qualification and experience level of the actual appointed GF is as per the submitted CV.		
<b>2.3 Relevant Experience</b>	<b>30</b>	
Note: Tenderers should attach Letters of Appointment and Completion Certificates for completed projects in order to qualify for points for experience in <b>Form F page 44</b> of the Returnable Documents.		
2.3.1 Five points will be allocated for each confirmed completed similar project completed in the past 5 years. Similar projects are road and stormwater attached appointment letters and completion certificates for completed projects	30	
<b>Criteria 3: Financial Resources</b>	<b>25</b>	
<b>3.1 Financial Status (Bank Ratings)</b>	<b>25</b>	
Note: Tenderers are required to attach a Bank Rating Certificate from a Registered Financial Institution to <b>Form R, Page 65</b> of the Returnable Documents.		
Undoubted for the amount of your enquiry (Code A)		25
Good for the amount of your enquiry (Code B)		20
Good for the amount quoted, if strictly in the way of business (Code C)		15
Fair trade risk for the amount of your enquiry (Code D)		10
Figures considered too high (Code E)		5
Financial position unknown (Code F)		0
Occasional dishonors (Code G)		0
Frequent dishonors (Code H)		0
<b>TOTAL EVALUATION POINTS SCORE FOR QUALITY</b>	<b>100</b>	
<b>TENDERERS WITH A SCORE OF LESS THAN 60% WILL BE REJECTED AS NON-RESPONSIVE</b>		

### **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 Tender Offer will only be accepted on condition that:**

- (a) The tender offer is signed by the person authorised to sign on behalf of the Tenderer.
- (b) A valid Tax Clearance Certificate with pin.

- (c) Tenderer's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulation 2003 as well as the Tenderer's health and safety plan, is included with his tender submission,
- (d) A Tenderer who submitted a tender as a joint Venture has included an acceptable Joint Venture Agreement with his/her 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,
- (f) The Contractor who submits the tender has been registered with the Construction Industry Board in accordance with the Construction Development Board Act No. 38 of 2000 and the Regulation 2003 promulgated in terms of the Act, or if the Contractor can submit proof or evidence that he/she will be able to register within ten (10) days of the closing date for submission of the tenders,
- (g) Company cc/Trust/Partnership registration certificate
- (h) VAT Registration Certificate
- (i) Workmen's Compensation Registration Certificate/Letter of Good Standing
- (j) Experience of Tenderer
- (k) Preferential Procurement and Declaration of Interest
- (l) Copy of Municipality Billing account not older than two months

#### **F.3.14. 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.3.15 Complete adjudicator's contract**

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

**F.3.16 Notice to unsuccessful Tenderers**

After the successful Tenderer has acknowledged the employer's notice of acceptance, notify other Tenderers that their Tender offers have not been accepted.

**F.3.17 Provide copies of the contracts**

The number of paper copies of the signed contract to be provided by the Employer is three.

**T2: Returnable Documents****CONTENTS**

- T2.1: LIST OF RETURNABLE DOCUMENTS**
- T2.2: RETURNABLE SCHEDULES AND FORMS**
- T2.2.2: PREFERENTIAL PROCUREMENT SCHEDULES AND AFFIDAVITS  
THAT WILL BE INCORPORATED INTO THE CONTRACT**
- T2.2.3: PRO FORMA FORMS TO BE COMPLETED BY SUCCESSFUL  
TENDERER**

**T2.1 LIST OF RETURNABLE DOCUMENTS**

The Tender Document must be submitted as a whole. All forms must be properly completed as required, and the document shall not be taken apart or altered in any way whatsoever.

All the documents that will eventually form part of the contract are listed in the Tender Data. Returnable schedules and forms are included in T2.2 hereafter.

## **T2.2 RETURNABLE SCHEDULES AND FORMS**

### **T2.2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES.**

**A CERTIFICATE OF ATTENDANCE AT SITE MEETING**

*NB : Failure of the Tenderer to complete and sign the schedules above and also submit the required documentation will result in rejection of the Tender offer*

**B COMPULSORY ENTERPRISE QUESTIONNAIRE**

*NB : Failure of the Tenderer to complete and sign the schedules above and also submit the required documentation will result in rejection of the Tender offer*

**C RECORD OF ADDENDA TO TENDER DOCUMENTS**

**D CERTIFICATE OF AUTHORITY**

**E SCHEDULE OF PLANT AND EQUIPMENT**

**F SCHEDULE OF EXPERIENCE OF TENDERER**

*NB : Failure of the Tenderer to complete and sign the schedules above and also submit the required documentation will result in rejection of the Tender offer*

**G PRESENT COMMITMENTS OF TENDERER .....**

**H SCHEDULE OF PROPOSED SUB-CONTRACTORS**

**I KEY PERSONNEL**

**J CURRICULUM VITAE OF KEY PERSONNEL**

**K PRELIMINARY PROGRAMME**

**L AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES**

**M DAY WORKS SCHEDULE**

**N CONTRACTOR'S HEALTH AND SAFETY PLAN AND DECLARATION**

*NB : Failure of the Tenderer to complete and sign the schedules above and also submit the required documentation will result in rejection of the Tender offer*

**O CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB**

*NB : Failure of the Tenderer to complete and sign the schedules above and also submit the required documentation will result in rejection of the Tender offer*

**P TAX CLEARANCE CERTIFICATE**

***NB : Failure of the Tenderer to complete and sign the schedules above and also submit the required documentation will result in rejection of the Tender offer***

**Q WORKMANS COMPENSATION**

***NB : Failure of the Tenderer to complete and sign the schedules above and also submit the required documentation will result in rejection of the Tender offer***

**R TENDERER'S FINANCIAL STANDING****S FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE****T DECLARATION OF INTEREST****U CERTIFICATE OF AUTHORITY FOR JOINT VENTURE**

***NB : Failure of the Tenderer to complete and sign the schedules above and also submit the required documentation will result in rejection of the Tender offer***

**V PREFERENTIAL PROCUREMENT SCHEDULES AND AFFIDAVIT**

***NB : Failure of the Tenderer to complete and sign the schedules above and also submit the required documentation will result in rejection of the Tender offer***

**W CSD****X COPY OF MUNICIPALITY BILLING ACCOUNT**

***NB : Failure of the Tenderer to complete and sign the schedules above and also submit the required documentation will result in rejection of the Tender offer.***

***Affidavit stating directors are not in the service of the state.***

**Y FORM OF ACCEPTANCE & DECLARATION**

***NOTE: The Tenderer is required to complete each and every schedule and form listed above to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the schedules and forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is not responsive. The same applies to the Preferential Procurement Schedule in T2.2.2.***

The following schedules and forms may or will be incorporated into the Contract:

**C: RECORD OF ADDENDA TO TENDER DOCUMENTS**

**H: PROPOSED SUBCONTRACTORS**

**L: AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES**

M: CONTRACTOR'S HEALTH AND SAFETY PLAN AND DECLARATION

J: CURRICULA VITAE OF KEY PERSONNEL

- PLUS THE PREFERENTIAL PROCUREMENT SCHEDULE AND AFFIDAVIT IN T2.2.2



**A. CERTIFICATE OF ATTENDANCE AT SITE MEETING**

This is to certify that (*tenderer*)

.....

of (*address*)

.....

was represented by the person(s) named below at the compulsory meeting held for all tenderers at Ubuhlebezwe Municipality Library Boardroom, for Bid No.: UBU-B-07/05/19 on the 30 May 2019 starting at 10h30.

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name: ..... Signature: .....

Capacity: .....

Name: ..... Signature: .....

Capacity: .....

**Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:**

Name: ..... Signature: .....

Capacity: ..... Date and Time: .....

**B: 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 three 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:

- |   |   |
|---|---|
| <input type="checkbox"/> a member of any municipal council                                      | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a member of any provincial legislature                                 | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Provinces | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity             |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                    |   |

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

\* Insert separate page if necessary.

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

### **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 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:

- |   |   |
|---|---|
| <input type="checkbox"/> a member of any municipal council                                      | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a member of any provincial legislature                                 |   |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Provinces | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> 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 spouse, child or parent	Name of institution, public offices, 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 dully authorised to do so on behalf of the enterprise:

- i. authorises the Employer to obtain a tax clearance certificate from the South African Revenue Services that my/our tax matters are in order;

- ii. confirms that neither the name of the enterprise or the name of any partner, manager, director or other persons, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii. confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
- iv. confirms that I/we am/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
- v. 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: \_\_\_\_\_

**C: RECORD OF ADDENDUM TO TENDER DOCUMENTS**

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.

ADD. No	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		

SIGNATURE: ..... DATE .....

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

**D: CERTIFICATE OF AUTHORITY**

Indicate the status of the Tenderer by ticking the appropriate box here under. 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 authorized to sign all  
 documents in connection with this tender and any contract resulting from it on behalf  
 of the company.

Chairman: .....

As Witnesses: 1.....

2.....

Date: .....

**(II) CERTIFICATE FOR CLOSE CORPORATION**

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

..... hereby authorize

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.

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.***

(III) CERTIFICATE FOR PARTNERSHIP

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

.....Hereby authorize 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.

NAME	ADDRESS	SIGNATURE	DATE

*Note: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.*

#### **(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.

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

*Note : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.*

**(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.....

2. ....

Date: .....

**REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT**

*[Important note to Tenderer: Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and in T2.1, must be inserted here]*

**E: 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 if my / our tender is accepted.

- (a) Details of major equipment that is owned by me / us and immediately available for this contract.

DESCRIPTION ( <i>type, size, capacity etc.</i> )	QUANTITY	YEAR OF MANUFACTURE

*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 accepted

DESCRIPTION ( <i>type, size, capacity etc.</i> )	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

*Attach additional pages if more space is required*

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

SIGNATURE: ..... DATE .....

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

**F: EXPERIENCE OF TENDERER**

The following is a statement of work of similar nature recently successfully executed by myself / ourselves

[illegible]

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	CONSULTING ENGINEER: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	COMMENCEMENT DATE OF PROJECT	DATE COMPLETED OR EXPECTED TO BE COMPLETED

SIGNATURE: ..... DATE .....

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



**G: PRESENT COMMITMENTS**

<b>Employer and Contract Description</b>	<b>Contract Amount</b>	<b>Commencement Date</b>	<b>Duration (Months)</b>	<b>Estimated Completion Date</b>	<b>Consulting Engineer</b>

Date .....

Signature of Tenderer .....

**H: PROPOSED SUBCONTRACTORS**

I/We hereby notify you that it is my/our intention to employ the following subcontractors for work in this contract.

If I/we am/are awarded a contract I/we agree that this notification does not change the requirement for me/us to submit the names of proposed subcontractors in accordance with requirements of 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.

<b>NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS</b>	<b>NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED</b>	<b>PREVIOUS EXPERIENCE WITH SUBCONTRACTOR</b>

SIGNATURE: ..... DATE .....

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

**I: 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: ..... DATE .....

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

**J: CURRICULUM VITAE OF KEY PERSONNEL**

<b>SITE AGENT</b>	
Name:	Date of birth:
Profession:	Citizenship:
Qualifications:	
Professional registration number:	
Name of employer (firm):	
Current position:	Years with firm:
Employment Record:	
Experience record relevant to required services:	

**Certification:**

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

Date:.....

Signature:.....

The tenderer must countersign indicating agreement with the contents of this form.

Date: .....

Signature of Tenderer: .....

**CURRICULUM VITAE OF KEY PERSONNEL**

<b>FOREMAN</b>	
Name:	Date of birth:
Profession:	Citizenship:
Qualifications:	
Professional registration number:	
Name of employer (firm):	
Current position:	Years with firm:
Employment Record:	
Experience record relevant to required services:	

**Certification:**

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

Date: .....

Signature: .....

The tenderer must countersign indicating agreement with the contents of this form.

Date: .....

Signature of Tenderer: .....

**K: PRELIMINARY PROGRAMME**

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

**PROGRAMME**

ACTIVITY	WEEKS / MONTHS													

*[Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in Table (b) of Form I hereafter and supported by a detailed statement to that effect, all as specified in the Tender Data]*

SIGNATURE: ..... DATE .....

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

**L: 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, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).*

I / We herewith propose the amendments, alternatives and discounts. as set out in the tables below:

**(a) AMENDMENTS**

<b>PAGE, CLAUSE OR ITEM NO</b>	<b>PROPOSED AMENDMENT</b>

[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.

**(b) ALTERNATIVES**

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

*[Notes: (1)..Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.*

- (2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.*
- (3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.]*



**(c) DISCOUNTS**

ITEM ON WHICH DISCOUNT	DESCRIPTION OF DISCOUNT OFFERED

*[Note: The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer will be prejudiced]*

SIGNATURE: ..... DATE .....

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

**M: DAYWORKS SCHEDULE****(To be completed by the Bidder)**

This day work schedule will be used at the discretion of the Engineer for valuation of extra work, which cannot conveniently be valued at rates submitted in the Schedule of Quantities.

The rates entered for labour and materials shall be inclusive of overhead charges and profit, site supervision of staff, insurance, holidays with pay and use and maintenance of small hand tools and non-mechanical plant, travelling allowances, other emoluments and allowances. Provision will be made for the insertion of percentages to cover all these items which are henceforth termed "on-costs". The rate used in the deduction of the value of the day work is thus the basic rate plus the percentage "on-costs".

In the case of plant no "on-costs" item is provided. The rate entered shall include any of the above "on-costs" which are pertinent and shall include operator's costs, consumable stores, maintenance, etc.

The Bidder must fill in each item listed below or his Bid may be rejected as being incomplete.

**A LABOUR**

- 1 Unskilled ..... per hour plus ..... % "On-Cost"
- 2 Semi-skilled ..... per hour plus ..... % "On-Cost:"
- 3 Skilled ..... per hour plus ..... % "On-Cost"

**B PLANT DESCRIPTION****RATE PER HOUR****WORKING****STANDING**

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

NOTE:

The rates for compressors shall include for hoses and pneumatic tools.

C MATERIAL

The Bidder shall state here the percentage "On-Cost" he will add to the basic price of materials:

.....%

\_\_\_\_\_  
SIGNATURE OF BIDDER

\_\_\_\_\_  
DATE

## **N: CONTRACTOR'S HEALTH AND SAFETY DECLARATION**

In terms of Clause 4(4) of the OHSA 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 OHSA 1993 Construction Regulations 2003.

To that effect a person duly authorized 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 OHSA 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

- (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: ..... DATE .....

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

## **CONTRACTOR'S SAFETY PLAN**

*[The Tenderer shall attach to this page (or submit it separately) 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 Form J and in T2.1]*

**O: CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB**

*[The Tenderer shall attach hereto the Contractor's Certificate of Registration with CIDB or proof of application or the registration number. Failure to submit the certificate or proof of application with the tender document will lead to the conclusion that the Tenderer is not registered with the CIDB and therefore not eligible to tender].*



**P: TAX CLEARANCE CERTIFICATE**

Tenderers are required to be registered for VAT and will need to submit the following in order to be considered: -

- A SARS Tax Compliance Certificate or
- A Tax Compliance Status Certificate with Pin (Obtainable from E-Filing)

The tax clearance certificate as per the above must be valid prior to the closing date of the tender and must be kept valid for the duration of the contract.

**Attach proof to this page**

Bidders are required to provide proof of registration with SARS and the proof must have access code written on it to verify tax registration.

**TAX CLEARANCE CERTIFICATE**

*[Tax Clearance Certificate obtained from SARS to be inserted here]*

**Q: WORKMAN'S COMPENSATION****(To be completed by the Bidder)**

*Please attach Original (or certified copy) of the workman's Compensation Letter of good standing to this page.*

*When applicable the option to submit an original or certified copy of the letter from the agent authorized by Workmen's Compensation Commissioner will be accepted.*

***Failure to do so will lead to your Tender being disqualified***

**R: TENDERER'S FINANCIAL STANDING**

In terms of Clause 9.2 of the Conditions of Tender the Employer may make inquiries to obtain a bank rating from the Tenderer's bank.

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, may 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)*

**S: FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE**

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

**MBD 4****DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
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 a relationship 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, hareholder<sup>2</sup>)

.....

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.....

.....

.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

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

(b) a member of the board 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.

<sup>2</sup> Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars.....

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

3.10.1 If yes, furnish particulars.

.....

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

3.11.1 If yes, furnish particulars

.....

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

3.12.1 If yes, furnish particulars.

.....

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

3.13.1 If yes, furnish particulars.

.....

3.14 Do you or any of the directors, trustees, managers, Principle shareholders or stakeholders of this company Have any interest in any other related companies or Business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....  
 .....

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

Full Name	Identity Number	State Employee Number

\_\_\_\_\_  
**Name of Signatory Signature**

\_\_\_\_\_  
**Designation of the Deponent Name of Bidder**

Declaration by deponent with regard to the taking of the oath:  
 I know and understand the contents of this declaration.  
 I have no objection to taking the prescribed oath.  
 I consider the prescribed oath to be binding on my conscience.

Date ..... Place.....

Who is duly warrants that she/he is authorized to sign this undertaking in the presence of a Commissioner of Oaths

It is hereby certified that the aforesaid undertaking was signed and sworn to and his/her signature place thereon in my presence at.....h..... on this..... day of..... at .....and the said deponent having confirmed and acknowledged: -  
 that he/she knows and understand the contents thereof;  
 that he/she confirms the truth thereof;  
 that he/she has no objection to taking the prescribed oath; and that he regards the said oath as binding on his conscience.

\_\_\_\_\_  
 Commissioner of Oaths FULL NAMES (PRINTED):

Signature

DESIGNATION: ..... \_\_\_\_\_

PLACE: ..... \_\_\_\_\_

DATE: \_\_\_\_\_ TIME \_\_\_\_\_

**NOTE: ALL PAGES OF THIS DOCUMENT MUST BE INITIALED BY BOTH THE DEPONENT AND THE COMMISSIONER OF OATHS**



**U: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

*(This Returnable Schedule is to be completed by joint ventures.)*

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

Mr/Ms..... Authorised signatory of the  
Company.....,

Acting in the capacity of lead partner, to sign all documents in connection with the Tender offer

And any contract resulting from it on behalf of,

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

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

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

- 1 Are you by law required to prepare annual financial statements for auditing?

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

.....

.....

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

**\*YES/NO**

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

- 2.2 If yes, provide particulars.

.....

.....

.....

.....

\* Delete if not applicable

- 3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

**\*YES / NO**

- 3.1 If yes, furnish particulars

.....  
 .....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

**\*YES / NO**

- 4.1 If yes, furnish particulars

.....  
 .....

### **CERTIFICATION**

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

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

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

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of Bidder

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

### 1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (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

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in
- (b) section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (g) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (h) **“prices”** includes all applicable taxes less all unconditional discounts;
- (i) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (j) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (k) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

**80/20**

**or**

**90/10**

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

#### 5. BID DECLARATION

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

#### 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . = ..... (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

#### 7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

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

- 7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(***Tick applicable box***)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name ..... of  
company/firm.....

8.2 VAT ..... registration  
number.....

8.3 Company ..... registration  
number.....

### 8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

### 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

### 8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

### 8.7 MUNICIPAL INFORMATION

**Municipality where business is situated:**

.....

**Registered Account Number:** .....

**Stand Number**.....

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

.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificates, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

**WITNESSES**

1. ....

2. ....

.....  
**SIGNATURE(S) OF BIDDERS(S)**

**DATE:** .....

**ADDRESS** .....

.....



**(1) B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT****B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT  
MUST BE ATTACHED TO THIS PAGE IN ORDER TO QUALIFY FOR PREFERENCE  
POINTS FOR B-BBEE**

Failure on the part of a bidder to submit a **valid original or valid certified copy** of the B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) or a **valid original** sworn affidavit together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

## **DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

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

### **1. General Conditions**

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

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

Where

x is the imported content in Rand

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

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

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

1.6. A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

## 2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
  - 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
  - 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
  - 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
  - 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
  - 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
  - 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
  - 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
  - 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

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

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

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

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

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

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

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

(Tick applicable box)

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

- 5.1. If yes, provide the following particulars:

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

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

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

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

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

**IN RESPECT OF BID NO. ....**

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

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thedti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

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

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

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

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## local Content Declaration -Summary Schedule

Note: VAT to be excluded from all calculations

{C1}	Tender No.		
{C2}	Tender description:		
{C3}	Designated product(s)		
{C4}	Tender Authority:		
{C5}	Tendering Entity name:		
{C6}	Tender Exchange Rate:	Pula	EU
{C7}	Specified local content%		GBP. 1-----

### Calculation of local content

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

Signature of tenderer from Annex B

Date: \_\_\_\_\_

## Tender summary

[illegible]

{C20} Total tender value		
{C21} Total Exempt imported content		
{C22} Total Tender value net of exempt imported content		
{C23} Total Imported content		
{C24} Total local content		
{C25} Average local content% of tender		

## Annex D

## Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No. \_\_\_\_\_  
 (D2) Tender description: \_\_\_\_\_  
 (D3) Designated Products: \_\_\_\_\_  
 (D4) Tender Authority: \_\_\_\_\_  
 (D5) Tendering Entity name: \_\_\_\_\_  
 (D6) Tender Exchange Rate: \_\_\_\_\_ Pula \_\_\_\_\_

Note: VAT to be excluded from all calculations

EU R 9.00

GBP R 12.00

## A. Exempted imported content

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)

(D19) Total exempt imported value

This total must correspond with Annex C - C21

## B. Imported directly by the Tenderer

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

(D32) Total imported value by tenderer

## C. Imported by a 3rd party and supplied to the Tenderer

Calculation of imported content										Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)

(D45) Total imported value by 3rd party

## D. Other foreign currency payments

Calculation of foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	

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

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

Signature of tenderer from Annex B

Date: \_\_\_\_\_

This total must correspond with Annex C - C23



## Annex E

## Local Content Declaration - Supporting Schedule to Annex C

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

**Note:** VAT to be excluded from all calculations

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

(E10)	<b>Manpower costs</b>	(Tenderer's manpower cost)	
(E11)	<b>Factory overheads</b>	(Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	<b>Administration overheads and mark-up</b>	(Marketing, insurance, financing, interest etc.)	

(E13) Total local content

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: \_\_\_\_\_

## W: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	<b>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?</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

### CERTIFICATION

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**Js367bW**

**X: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> 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.

<sup>3</sup> 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.

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



**Y: CSD REGISTRATION**

The Bidder must attach a proof of CSD registration

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

**Z: RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE**

This serves to conform that my **municipal rates and taxes are paid up to date and the following is attached:**

1. An original/certified copy of the most recent municipal certificate, indicating the status of payment of all municipal accounts and taxes, electricity, water, refuse, rates and levies, from the Municipality in which jurisdiction it's business is situated.
2. In the case where the Proposer does not own property/is a tenant for the purpose of it's business establishment, the Proposer to provide an original/certified copy of certificate from it's landlord certifying that all the tenants payments in respect of all municipal accounts and taxes i.e. electricity, water, refuse, rates and levies are paid up to date.

**AA: FORM OF ACCEPTANCE & DECLARATION**

The Municipal Manager

Ubuhlebezwe Municipality

29 Margaret Street,

Ixopo

3276

I/We .....

**(To be completed)**

***(Representative or Company name)***

The undersigned, having examined the Specification, hereby offer to supply the Municipality with the requirements called for on the Municipality's Form of Tender "Part T" and the Contract "Part C", in accordance with the conditions of this Tender.

I/We further undertake that this offer shall not be retracted or withdrawn from the closing date of this Tender up to the order date.

I/We further undertake, in the event of the acceptance of this Tender, either wholly or in part, to enter into a formal contract, if required, and to provide two good and sufficient sureties for the due fulfilment of the contract to the satisfaction of the Municipality.

I/We also agree:

- (a) that if the Tender be accepted, the acceptance may be communicated to us by letter through the post and that in such case the Post Office shall be regarded as our agents and delivery of such acceptance to the Post Office shall be treated as delivery to us;
- (b) The Municipality chooses as its "domicilium citandi et executandi" for the purpose of the contract, the following address:

Ubuhlebezwe Municipality

29 Margaret Street,

Ixopo

3276

- c) the law of South Africa will govern the contract created by acceptance of our Tender and we agree to submit to the jurisdiction of the South African Courts;
- d) that if our Tender be accepted by the Municipality either wholly or in part, and the acceptance be notified to us, we undertake to be bound by the term of the agreement constituted by our said Tender and the acceptance thereof by the said Municipality, until a formal contract has been executed between us and the Municipality, and that if we are not required by the Municipality to execute such formal contract, we undertake to be bound by the terms of the agreement constituted by our said Tender and the acceptance thereof by the said Municipality.

**I/WE ALSO DECLARE THAT:**

- 1) the information provided is true and correct;
- 2) the signatory to the Tender document is duly authorized;
- 3) I/we are registered for Workman's Compensation and the original (or certified copy) of the workman's compensation commissioner's letter of good standing is attached. When applicable the option to submit an original or certified copy of the letter from the agent authorized by Workmen's Compensation Commissioner will be accepted

NUMBER	UBU-B-07/05/19
--------	----------------

- 4) documentary proof regarding any Tendering issue will, when required, be submitted to the satisfaction of the relevant organ of state;
- 5) the original valid tax clearance certificate is attached;
- 6) My municipal rates and taxes are paid up to date and the following is attached:
  - a) An original/certified copy of the most recent municipal certificate, indicating the status of payment of all municipal accounts and taxes i.e. electricity, water, refuse, rates and levies, from the Municipality in which jurisdiction it's business is situated.
  - b) In the case where the Tenderer does not own property/is a tenant for the purpose of it's business establishment, the Tenderer to provide an original/certified copy of a certificate from it's landlord certifying that all the tenants payments in respect of all municipal accounts and taxes i.e. electricity, water, refuse, rates and levies are paid up to date.

- c) In the case where it is not possible for a Tenderer to obtain the certificate in (2) above from it's landlord, the Tenderer is required to submit an original/certified copy of the lease agreement for the premises where its business is situated.

## ACCEPTANCE

**NB:**

- ♣ **FAILING TO ATTACH ANY OF THE DOCUMENTS LISTED IN FORM T2.2.22 AND/OR FAILING TO COMPLETE THE FOLLOWING SECTIONS:**

**FORM T2.2.22**

**FORM T2.2.12**

**FORM T2.2.13**

**FORM T2.2.14**

**WILL INVALIDATE THE TENDER.**

*FOR AND ON BEHALF OF*

**NAME OF COMPANY**

---

**ADDRESS**

---



---



---

**NAME OF TENDERER**

---



---

**SIGNATURE OF TENDERER**

**DATE**

# THE CONSTRUCTION OF KHAMBULA ACCESS ROAD

**BID NO. UBU-B-07/05/19**

## TENDER CHECK LIST

The following items must be checked and completed by Tenderers: -

Page No.	Description	Requirements	Checked
5	SUMMARY FOR TENDER OPENING PURPOSES	Complete & Sign	
179	SCHEDULE OF QUANTITIES	Complete & Sign	
	<b>APPENDICES</b>		
35	APPENDIX A : Site Meeting attendance	Complete & Sign	
37	APPENDIX B : Compulsory Enterprise Questionnaire	Complete & Sign & attach	
43	(attach VAT registration Form)	Complete & Sign	
69	APPENDIX D : Certificate of Authority (attach copy ID)	Attach to page	
71	APPENDIX O : Contractor's Certificate of Registration With CIDB	Attach to page	
	APPENDIX P : Tax Clearance Certificate		
75		Attach to page	
	APPENDIX Q : Workman's Compensation		
77		Complete & Sign	
	APPENDIX R : Tenderer's Financial Standing		
81		Complete & Sign	
87	APPENDIX T : Declaration of Interest	Complete & Sign	
	APPENDIX V : Preferential Procurement		

103	Schedules	Attach to page	
105	APPENDIX X: Copy of Municipality's Billing Account	Attach to page	
	<b><u>ANNEXURES</u></b>		
109	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICE	Complete & Sign	
		Complete & Sign	
111	CERTIFICATE OF INDEPENDENT BID DETERMINATION	Complete & Sign	
119	FORM OF OFFER AND ACCEPTANCE		
		Complete	
131	DATA PROVIDED BY THE EMPLOYER		

**PLEASE NOTE THAT FAILURE TO COMPLETE AND SIGN ANY OF THE ABOVE DOCUMENTS MAY RESULT IN DISQUALIFICATION OF THE TENDER**

**C1.1: . . . . . AGREEMENT AND CONTRACT DATA**



**Form of Offer and Acceptance  
(Agreement)  
Offer  
(To be completed by Tenderer)**

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

.....

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

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

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

.....Rand (in words);

R.....(in figures),

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

**Signature(s)** .....

**Name(s)** .....

**Capacity** .....

**For the**

**Tenderer**

.....

**(Name and address of organisation)**

**Name & signature of witness**.....

**Date**.....

## Acceptance

### *(To be completed by the Employer)*

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 1	Agreement and Contract Data (which includes this Agreement)
Part 2	Pricing Data
Part 3	Scope of Work
Part 4	Site Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto 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 our deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

**Signature(s)** .....

**Name(s)** .....

**Capacity** .....

**For the**

**Employer** .....

**(Name and address of organisation)**

**Name & signature of**

**witness** ..... **Date**.....

## Schedule of Deviations

***(to be completed by the Tenderer)***

Notes:

1. The extent of deviations from the Tender documents issued by the Employer prior to the Tender closing date is limited to those permitted in terms of the Conditions of Tender,

2. A Tenderer's covering letter shall not be included in the final contract document.

Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here,

3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the Tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here,

4. Any change or addition to the Tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

**1** Subject.....

Details .....

**2** Subject.....

Details .....

**3** Subject.....

Details .....

**4** Subject.....

Details .....

**5** Subject.....

Details .....

**6.** Subject.....

Details .....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from 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 change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

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)

Name &

signature of

witness .....Date.....

**PRO FORMA FORMS TO BE COMPLETED BY SUCCESSFUL TENDERER**

**C1.1.1: PRO FORMA NOTIFICATION FORM IN TERMS OF OHSA 1993 CONSTRUCTION REGULATIONS 2003**

**C1.1.2:.....PERFORMANCE GUARANTEE**

**C1.1.1 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 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:.....

**(To be completed by the Successful Tenderer)**



**C1.1.2 PERFORMANCE GUARANTEE**

**Employer:** *(name and address)*.....

.....

**Contract No:** .....

*(Contract title)* .....

**WHEREAS** .....

(Hereinafter referred to as "the Employer") entered into, on the ..... day of .....  
20....,

a Contract with .....

(hereinafter called "the Contractor") for (*CONTRACT TITLE*) .....

..... at .....

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

**AND WHEREAS** ..... (hereinafter referred to as the Guarantor)

Has/have at the request of the Contractor, agreed to give such security;

**NOW THEREFORE WE,** .....

Do hereby guarantee to the Employer under renunciation of the benefits of division and exclusion 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 me/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 Due 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 Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.

3. This guarantee shall remain in full force and effect until the issue of the Final Approval Certificate, 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.

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

4. My/Our total liability in terms hereof shall be limited to the sum of R.....  
(In words .....)  
(10 % of the tender sum) which amount I/we agree to hold at your disposal.

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

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

6. I/We hereby choose domicilium citandi et executandi for all purposes arising hereof at.....  
.....

7. This guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to the Employer.

**IN WITNESS WHEREOF** this guarantee has been executed by us at ..... on this

..... Day of .....20.....

**Signature:** .....

Duly authorized to sign on behalf of: (*Guarantor*) .....  
.....

Address .....

**As witnesses:**

1. ....

2. ....

**C1.2: CONTRACT DATA****C1.2: CONTRACT DATA PROVIDED BY EMPLOYER AND  
TENDERER****CONTRACT DATA**

The General Conditions of Contract for Construction Works (2010) 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.

**The variations to the General Conditions of Contract are:****4.3.3 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 N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

**4.3.3.1 Introduction**

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

## 4.3.3.1.2 In this document –

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

**4.3.3.2 Terms of Work**

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

**4.3.3.3 Normal Hours of Work**

4.3.3.3.1 An employer may not set tasks or hours of work that require a worker to work–

- (a) more than forty hours in any week
- (b) on more than five days in any week; and
- (c) for more than eight hours on any day.

4.3.3.3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.

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

**4.3.3.4 Meal Breaks**

4.3.3.4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

4.3.3.4.2 An employer and worker may agree on longer meal breaks.

4.3.3.4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

4.3.3.4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

**4.3.3.5 Special Conditions for Security Guards**

4.3.3.5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.

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

#### **4.3.3.6 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.

#### **4.3.3.7 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").

#### **4.3.3.8 Work on Sundays and Public Holidays**

- 4.3.3.8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.

- 4.3.3.8.2 Work on Sundays is paid at the ordinary rate of pay.

- 4.3.3.8.3 A task-rated worker who works on a public holiday must be paid –

- (a) the worker's daily task rate, if the worker works for less than four hours;
- (b) double the worker's daily task rate, if the worker works for more than four hours.

- 4.3.3.8.4 A time-rated worker who works on a public holiday must be paid –

- (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
- (b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

#### **4.3.3.9 Sick Leave**

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



#### **4.3.3.10 Maternity Leave**

- 4.3.3.10.1 A worker may take up to four consecutive months' unpaid maternity leave.
- 4.3.3.10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 4.3.3.10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 4.3.3.10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 4.3.3.10.5 A worker may begin maternity leave –
- (a) four weeks before the expected date of birth; or
  - (b) on an earlier date –
    - (i) 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
    - (ii) if agreed to between employer and worker; or
  - (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 4.3.3.10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- 4.3.3.10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

#### **4.3.3.11 Family responsibility leave**

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

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

#### **4.3.3.12 Statement of Conditions**

4.3.3.12.1 An employer must give a worker a statement containing the following details at the start of

employment –

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

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

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

**4.3.3.13 Keeping Records**

4.3.3.13.1 Every employer must keep a written record of at least the following –

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

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

**4.3.3.14 Payment**

4.3.3.14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

4.3.3.14.2 A task-rated worker will only be paid for tasks that have been completed.

4.3.3.14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.

4.3.3.14.4 A time-rated worker will be paid at the end of each month.

4.3.3.14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

4.3.3.14.6 Payment in cash or by cheque must take place –

- (a) at the workplace or at a place agreed to by the worker;
- (b) during the worker's working hours or within fifteen minutes of the start or finish of work;

- (c) in a sealed envelope which becomes the property of the worker.

4.3.3.14.7 An employer must give a worker the following information in writing –

- (a) the period for which payment is made;
- (b) the numbers of tasks completed or hours worked;
- (c) the worker's earnings;
- (d) any money deducted from the payment;
- (e) the actual amount paid to the worker.

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

4.3.3.14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

#### **4.3.3.15 Deductions**

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

4.3.3.15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

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

4.3.3.15.4 An employer may not require or allow a worker to –

- (a) repay any payment except an overpayment previously made by the employer by mistake;

- (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
- (c) pay the employer or any other person for having been employed.

#### **4.3.3.16 Health and Safety**

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

4.3.3.16.2 A worker must –

- (a) work in a way that does not endanger his/her health and safety or that of any other person;
- (b) obey any health and safety instruction;
- (c) obey all health and safety rules of the SPWP;
- (d) use any personal protective equipment or clothing issued by the employer;
- (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

#### **4.3.3.17 Compensation for Injuries and Diseases**

4.3.3.17.1 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.

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

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

4.3.3.17.4 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.

#### **4.3.3.18 Termination**

4.3.3.18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.

4.3.3.18.2 A worker will not receive severance pay on termination.

4.3.3.18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

4.3.3.18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

4.3.3.18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

#### **4.3.3.19 Certificate of Service**

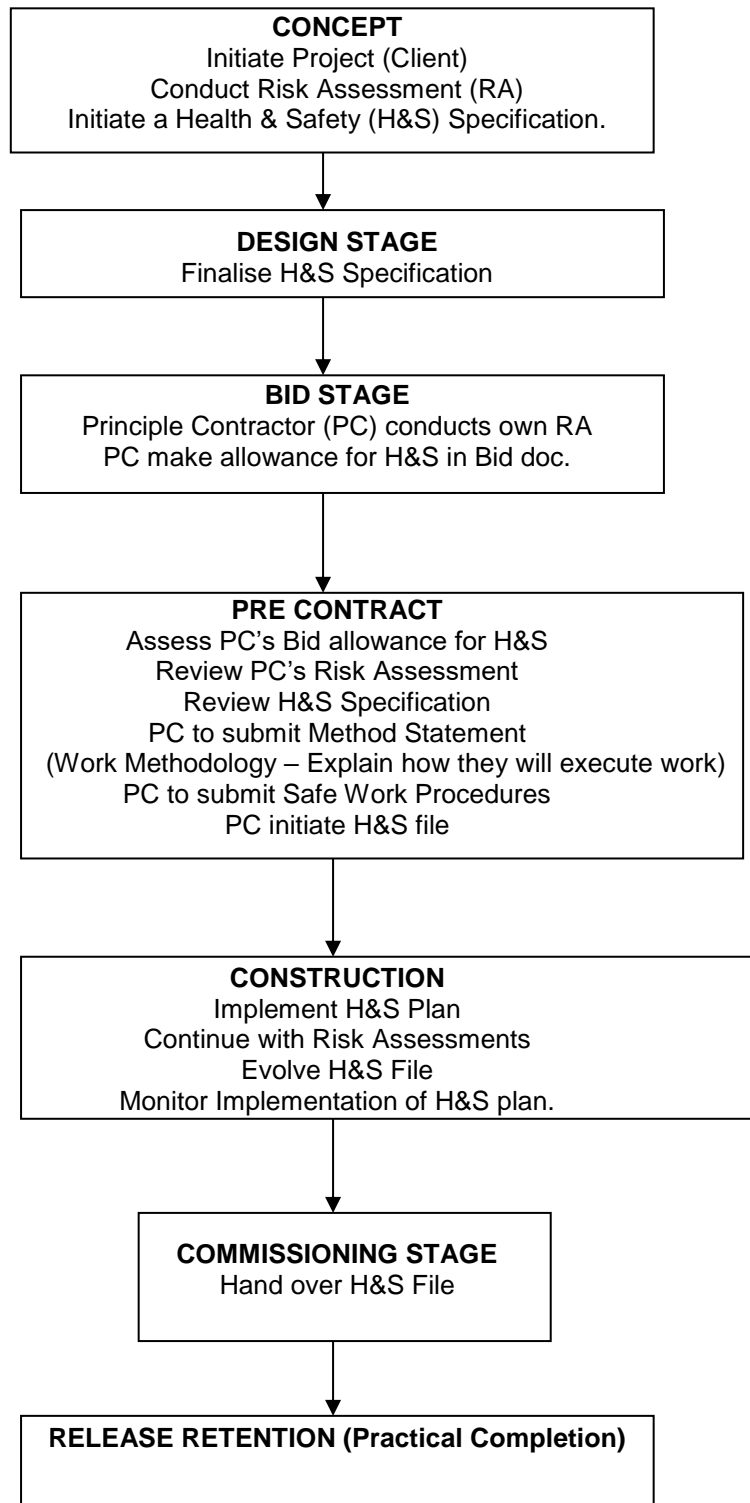
4.3.3.19.1 On termination of employment, a worker is entitled to a certificate stating –

- (a) the worker's full name;
- (b) the name and address of the employer;
- (c) the SPWP on which the worker worked;
- (d) the work performed by the worker;
- (e) any training received by the worker as part of the SPWP;

- (f) the period for which the worker worked on the SPWP;
- (g) any other information agreed on by the employer and worker.

#### **4.3.4 CONSTRUCTION HEALTH AND SAFETY PROCEDURES & MILESTONES**

The following flowchart gives a simplified record of procedures and milestones to be met during construction:





#### **4.3.4.1 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION**

##### **4.3.4.1.1 THE ACTS**

Particular attention is drawn to the following Acts and Regulations:

The Occupational Health and Safety Act No: 85 of 1993 and particularly to Section 8, 9 and 37 and The Construction Regulations (2003) ;

Mines and Works Act, (Act no. 27 of 1956 as amended) and Regulations;

(iii) The Explosives Act, (Act no. 27 of 1956 as amended) and Regulations.

The Client on this contract will be: The Ubuhlebezwe Municipality

The Clients Agents will be: Makhaotse, Narasimulu & Associates

Furthermore the following:

Tenders will only be considered once the Bidder has completed the "Declaration by Principal Contractor" in this document.

Should the Bidder utilise the service of sub-contractors, it is required to enter into the same type of Declaration agreement with them, and supply the client or his agent with a copy of the agreement.

The Bidder is to ensure that he/she understand all the requirements as enumerated on the pages of this document and that this information is relayed to his / her staff.

##### **4.3.4.1.2 THE COMPENSATION OF INJURY & DISEASE ACT**

The Contractor must confirm that they are registered and in good standing with the Compensation Commissioner. Please enter your registration number on the "Declaration by Principal Contractor".

#### **4.3.4.1.3 DESIGNATED RESPONSIBLE PERSON**

The Contractor must appoint in writing a qualified responsible person who will exercise the role of “Safety Officer” that will supervise work on site. The name of this person must be provided on the “Declaration by Principal Contractor”.

The above responsible person must conduct regular safety inspections on this contract including all equipment, machinery, hand tools etc. and ensure that they are free from hazards to health or safety.

The relevant inspection certification must be kept up-to-date before any equipment is used. This especially applies to lifting equipment, scaffolding and vessels under pressure, which require legal certification.

The Safety Officer must ensure that all plant, machinery and equipment brought onto the premises is, at all times, free of risk to health or safety, and complies with the requirements laid down by the O.H.S. Act and Regulations.

Furthermore, The Client or his Agent may instruct an independent safety officer to inspect any of the Contractors plant, machinery and equipment and Work Procedures as and when he sees fit. (Generally on a monthly basis as required by the OH&S Act).

The client or his Agent cannot be held responsible for any damages to, or loss of materials, tools or equipment delivered to the site.

Under no circumstances will any Contractor couple up any water, electricity, compressed air or other piped services without first obtaining permission from the Project Engineer.

All connections for which permission has been granted must be switched off before leaving the site.

## CONTROL OF UNSAFE OR UNHEALTHY ACTS

Horseplay (Joking) is prohibited on the premises. Contractors must exercise control by ensuring that employees are supervised at all times.

### **4.3.4.1.4 TRAINING**

The contractor must provide for general induction training for all new members of site staff. Additional training must be provided for nominated members of staff as required. The planning of training in Health and Safety is the responsibility of the safety officer. Documented training records must be maintained. (Recorded in Site Safety File)

### **4.3.4.1.5 SAFETY REPRESENTATIVES & SAFETY MEETINGS**

The contractor must provide employees / labourers with the opportunity to nominate and appoint a Safety Representative. In some cases a safety committee needs to be appointed.

It will be required from the contractor to have the following meetings:

- Safety Meeting – At least once a Month
- Safety “Toolbox” talks – On a weekly basis.

### **4.3.4.1.6 NON-ENGLISH SPEAKING PERSONNEL**

The contractor shall ensure that all Non English speaking employees / labourers fully understand the site safety requirements and their duties covering safety, health and welfare whilst on site. This shall include any emergency procedures i.e. fire drill etc. The language needs of personnel must be adequately catered for during construction, “Toolbox Talks”, induction and other training programmes and supervision.

**4.3.4.1.7 GOOD HOUSEKEEPING**

The site must be cleared of all refuse or unused materials and generally kept tidy for the duration of the contract. All other waste must be removed from the site by the end of the contract.

Materials left lying about after completion of the contract will be removed by the client and the cost debited to the contract price. The client will not be held responsible for the loss of any materials dealt with in this manner.

**4.3.4.1.8 SECURITY**

The Contractors employees will be restricted to the contract site area and other areas associated with the contract site. These employees are forbidden to enter any other areas and the contractor must ensure they abide by this agreement.

Any persons found tampering with the client's equipment, or pilfering; or apparently under the influence of alcohol or drugs, must be removed from the site and could be charged.

The Contractor's employee's and all vehicles are liable to spot searches at any time. All persons are expected to co-operate with this agreement.

The Company reserves the right to remove any persons from site who fails to adhere to health and safety requirements or orders given on site.

**4.3.4.1.9 FIRST-AID**

Minor first – aid requirements should be provided for on site by the contractor. This includes a fully equipped first-aid box (As per Regulation 3) with at least one qualified first-aider to administer the treatment.

**4.3.4.1.10 REPORTING OF ACCIDENTS.**

The contract will follow an accident prevention policy, which includes: The investigation of all accidents to personnel and property with the

intention of introducing control measures to prevent a recurrence of the same incidents.

The Contractor is expected to co-operate fully to this end and inform the Agent of any incident or accident relating to his employees.

The contractor must also report matters affecting the health of his employees or any other person on site. This includes cases of TB or other contagious diseases, which may harm other persons on site.

#### **4.3.4.1.11 HEALTH AND SAFETY FILE**

Pre purpose of this file is to record information for the end user. This file must include all documentation required in terms of the OHS Act & Construction Regulations.

The following file dividers must be provided for in this file (See this as guild information only)

#### **SECTION 1 – APPOINTMENTS**

CEO (Section 16.1)

Assigned Duties (Section 16.2)

Health & Safety (Section 8.2.1)

Health & Safety Rep.

Accident / Incident Investigation

First Aider

Fire Prevention / Fire Team etc.

Etc, etc. etc.

#### **SECTION 2 - HEALTH AND SAFETY MEETINGS**

H & S Committee Meetings Minutes

Monthly H & S Meeting Minutes

Safety “Toolbox” Meeting Minutes

Incident / Accident Recall

### **SECTION 3 - INCIDENT / ACCIDENT PROCEDURES**

### **SECTION 4 - INSPECTION REGISTERS**

First Aid Box

Fire Extinguisher (Fire fighting equipment)

PPE Inspection

Electrical Equipment

Etc. etc. etc

### **SECTION 5 - HEALTH & SAFETY REPORT**

Safety Officer & Supervisors Report

H & S Rep. Reports

### **SECTION 6 - SURVEYS DATA**

Light, Noise etc.

### **SECTION 7 - TRAINING RECORDS & CERTIFICATES**

Safety Officer, First Aider, Fire Co-ordinator & Fire team etc. etc

### **SECTION 8 - EMERGENCY PROCEDURES**

Evacuation process, Fire drills etc.

### **SECTION 9 - TECHICAL DATA**

Record Drawings

### **Work Methodology**

Safe Work Procedures etc.

**4.3.4.1.12 CONTRACTOR'S EQUIPMENT CHECKS**

Portable earth leakage units must be used where earth leakage coverage is not provided for the mains supply.

Electric leads must be in a safe condition with no damage to the insulation.

Electric plugs and wall sockets must not be damaged or show signs of overheating or other electrical faults.

Earthing and polarity must be correct.

**4.3.4.1.13 HAND TOOLS**

Chisels and punches must not be mushroomed.

Files, spades, picks, forks etc. must have suitable damage free handles.

Hammers must not have chipped heads or cracked handles.

Wheelbarrows, hand trolleys, etc. must be in sound working order.

Chains must be free of damages.

**4.3.4.1.14 PERSONAL HEALTH AND SAFETY EQUIPMENT (PPE – Personal Protective Equipment)**

The contractor must ensure that all employees wear hard hats with the necessary goggles, gloves, footwear, etc. where applicable. In addition, all necessary personal health and safety equipment must be supplied and maintained in good condition by the Contractor.

The contractor shall make safety harnesses and suitable training available for all employees who work where there is a risk of falling more than two (2) meters where a safety barrier or crawling board cannot be practically provided

**4.3.4.1.15 LADDERS AND SCAFFOLDING**

All ladders and scaffolding must be constructed and assembled according to the legal requirement. In addition, the required register control systems for such equipment must be established and maintained. Scaffolding items must be inspected certified. Scaffolding platforms etc. must be inspected by an authorised competent person before putting it in use. Inspections and certifications must be recorded in the Site Safety File.



**4.3.4.1.16      CORRECTING OF SUB-STANDARD CONDITIONS**

The Contractor must make good any shortcomings in the standard of his work or with regard to his health and safety provisions, at his own expense, and failing this, the Client or his Agent will rectify them for the Contractor and the amount to be credited from the contract price.

**4.3.4.1.17      SERVICE CONNECTIONS**

The Contractor is not relieved of his legal obligations in terms of the Occupational Health and Safety Act to report certain incidents to the Inspector and to keep records as required by the Act.

**4.3.4.1.18      COMMISSIONING**

Commissioning of any work undertaken by Contractors must only be performed in consultation with the Agent / Project Engineer.

Whenever any machinery, plant or installation is commissioned, an acceptance certificate must be signed by the Agent / Project Engineer. Any payment will be made if this certificate is presented along with the contractors invoice.

#### 4.3.4.1.19 CONSTRUCTION SIGNS & NOTICES ON SITE



Erected at Site Entrance (Min. 1230 x 817mm)



The above two signs are optional

A list of person names with contact no. of all roleplayers H&S Appointments must be placed on the Notice Board in the site office. The list must furthermore include telephone numbers for an Ambulance, Police & Fire Brigade.

#### 4.3.4.1.20 LIABILITY

No permission under these rules shall in any way relieve the contractor of his responsibility or liability as an employer in his own right in terms of the Occupational Health and Safety Act and applicable Regulations.

To this end, the Contractor must ensure that his employees have ready access to a complete copy of the Occupational Health and Safety Act and applicable Regulations.

**4.3.4.1.21 ADVICE REGARDING SAFETY REQUIREMENTS**

The client and his agent will be glad to assist the contractor in any way possible to facilitate the safe and healthy execution of the work to the interest of all parties.

**NOTE: Contractors must complete and sign the declaration before the Client will accept this contract.**

**DECLARATION BY PRINCIPAL CONTRACTOR**

**We \_\_\_\_\_ are appointed on**

**Bid No:**

**We declare that we have familiarised ourselves with the requirements of the Occupational Health and Safety Act and applicable Regulations. We also read and understand the health and safety rules governing our work at the above company and agree to abide by them while on the premises.**

**Furthermore, we undertake to explain the various rules and regulations to all our employees and ensure that they receive the necessary training.**

**In terms of the Occupational Health and Safety Act 85 / 1993, General Safety Regulation 11 we have appointed**

**Mr. / Mrs / Ms \_\_\_\_\_ ID \_\_\_\_\_ as Safety Officer who will be responsible for the supervision of work on site and have vested him / her with the necessary authority to rectify any shortfalls which he / she may identify or have been drawn to his attention.**

We undertake to rectify all sub-standard conditions with regard to our equipment or workmanship and accept that, should we not rectify them timeously, they will be corrected by the Client / Agent and the amount debited to the contract price.

We are registered and in good standing with the Compensation Commissioner.

Our registration number is \_\_\_\_\_.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

Signature: \_\_\_\_\_

Contractor / Tenderer

Signature: \_\_\_\_\_

Witness

#### 4.3.4.1.1 RISK ASSESSMENT

Risk Assessment Pre-Inspection of possible causes or loss producing events or hazards.

(The CLIENT and his AGENT and the Biding CONTRACTOR must complete the following risk assessment. This assessment forms the bases of a Health & Safety Specification and guilds the contractor in compiling a Health & Safety Plan. Discrepancies must be communicated and resolved and reflected in the Health and Safety Plan before construction commences)

<b>POSSIBLE CAUSES OF LOSS PRODUCING EVENTS / HAZARDS</b>	<b>ASSESSMENT BY CLIENT &amp; AGENT Applicable to this Contract?</b>	<b>ASSESSMENT BY CONTRACTOR Applicable to this Contract?</b>
<b>1. ADVERSE ENVIRONMENT</b>		
Noise	No	
Lightning	Yes	
Restricted access	Yes	
Inclement weather	Yes	
Heat, cold, etc	Yes	
Communication	Yes	
<b>2. MOVING MACHINERY</b>		
Nip points	No	
Revolving parts	No	
Operator protection	Yes	
Interlocks, valves	Yes	
Cutting action	Yes	
Lack of clearance	Yes	
Misleading appearance of quality	Yes	
<b>3. SLIPPING &amp; FALLING</b>		
Floor conditions	Yes	
Falling from a height	Yes	
Excavations	Yes	
Scaffolding & ladders	Yes	
Platforms	Yes	
Falling from vehicles	Yes	
<b>4. ELECTRICITY</b>		
Isolation	Yes	

Damaged cables	<b>Yes</b>	
Power failure	<b>No</b>	
Flame proofing	<b>Yes</b>	
Wrong fumes	<b>Yes</b>	
Failed trips	<b>No</b>	
<b>5. EXPLOSION</b>		
Detonators & explosives	<b>N/A</b>	
Light alloys	<b>N/A</b>	
Vehicle tyres	<b>N/A</b>	
Fuel tanks	<b>N/A</b>	
Gas bottles, bullets, etc.	<b>N/A</b>	
Fire extinguishers	<b>Yes</b>	
Boiler & pressure vessels	<b>N/A</b>	
<b>6. MOVING VEHICLES</b>		
Pedestrians	<b>Yes</b>	
Insecure loads	<b>Yes</b>	
Driver protection & competence	<b>Yes</b>	
Passenger protection	<b>Yes</b>	

<b>POSSIBLE CAUSES OF LOSS PRODUCING EVENTS / HAZARDS</b>	<b>ASSESSMENT BY CLIENT &amp; AGENT Applicable to this Contract?</b>	<b>ASSESSMENT BY CONTRACTOR Applicable to this Contract?</b>
Road conditions	<b>Yes</b>	
Visibility	<b>Yes</b>	
Bad maintenance, mechanical, tires	<b>Yes</b>	
Traffic control	<b>Yes</b>	
<b>7. FALLING OBJECTS</b>		
Bad slinging & loading	<b>Yes</b>	
Loose materials & equipment	<b>Yes</b>	
Load security	<b>Yes</b>	
<b>8. HEALTH HAZARDS</b>		
Bad sanitation	<b>Yes</b>	
Dust (silica), fumes	<b>Yes</b>	
Occupational diseases	<b>No</b>	
Radiation	<b>No</b>	
<b>9. FIRE</b>		
Combustible materials	<b>No</b>	
Fuels & oils	<b>Yes</b>	
Welding, cutting or soldering	<b>Yes</b>	
Overheated machines	<b>Yes</b>	
Electrical installations	<b>Yes</b>	
<b>10.SUDDEN RELEASE OF MATERIALS</b>		
Water tanks	<b>Yes</b>	
Dams	<b>N/A</b>	
Sudden release of pressure	<b>No</b>	
Flying objects	<b>No</b>	
<b>11.HAZARDOUS CHEMICALS</b>		
Oils, lubricants, fuels	<b>Yes</b>	
Acids	<b>No</b>	
Alkalis	<b>No</b>	
Heavy metals	<b>No</b>	

Resins	No	
Solvents	No	
<b>12.FALLS OF GROUND</b>		
Undercutting	Yes	
Bad shoring & bracing	Yes	
Deteriorated construction	Yes	
<b>13.STRESS</b>		
Handling materials	Yes	
High workloads	No	
Heat stress	No	
Metal stress	No	
<b>14.PRESSURE SYSTEMS</b>		
Air, water, pipes	No	
Hydraulic systems	Yes	
Gas bottles	No	
Air receivers	No	
Boilers	No	
<b>15.TEMPERATURE</b>		
Hot (water, steam, chemicals)	No	
Cold	No	
	..... <b>Signature</b>	..... <b>Signature</b>

**5.12.2.2****Abnormal Rainfall**

Expand Clause as follows:-

"No extension of the Time of Completion shall be granted for normal rainfall."

Extension of time to be granted for abnormal rainfall shall be calculated as follows :-

- a) The contract will be based on Table 1 hereunder, showing the number of working days per month which the Contractor **can expect** to loose due to **normal rainfall**. Abnormal rainfall shall be the total aggregate of working days over the full contract period during which the Contractor is unable to proceed with the majority of his operations as specified under (b), less the sum of the number of days calculated from the table as being due to normal rainfall.



- a) A day shall be considered as lost when the Engineer agrees that no work was done or capable of being done on any item shown on the critical path of the updated and approved construction programme. Items which are not shown on the critical path and have been affected by rainfall, shall not be considered for extension of time. Statutory, annual holidays and Sundays shall not be considered as working days."

### **Rainfall Ixopo**

**Table 1**

MONTH	Nn	Rn	MONTH	Nn	Rn
JANUARY	12	163	JULY	2	15
FEBRUARY	11	147	AUGUST	3	24
MARCH	10	132	SEPTEMBER	6	45
APRIL	6	59	OCTOBER	11	86
MAY	3	23	NOVEMBER	12	114
JUNE	1	16	DECEMBER	14	149
Yearly Average				30	975

#### **6.10.3 Add the following :**

"A Guarantee to the value of the "Limit of Retention money" shall be accepted in lieu of retention money deductions."

#### **6.12 New clause :**

##### **"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."

#### **8.6.2 Delete the clause and replace with :**

"The Contractor will be liable for the amount of the Deductible (First Amount Payable) in respect of any claim made by or against the Contractor or Sub-contractors under the insurance effected by the Contractor.

The Deductible (First Amount Payable) for which the Contractor shall be responsible and which are applicable in respect of each and every occurrence or series of occurrences attributable to one source or original cause giving rise to loss or damage or liability indemnifiable are as follows: -

1) Under the Contract Works Insurance shall be:-

- |     |                  |             |
|-----|------------------|-------------|
| i)  | Elemental perils | R 25 000.00 |
| ii) | Any other Cause  | R 15 000.00 |

2) Under the Public Liability Insurances in respect of loss of or damage to property shall be:-

- |     |                      |             |
|-----|----------------------|-------------|
| i)  | Underground Services | R 25 000.00 |
| ii) | Any Other Cause      | R 15 500.00 |

3) Under any other insurances shall be as specified in such insurance policy."

## **ENVIRONMENTAL MANAGEMENT SPECIFICATION**

### **A) DEFINITIONS.**

For the purposes of this Specification the definitions and abbreviations given in the applicable specifications listed in 2.1 and the following definitions shall apply:

Environment means the surroundings within which humans exist and that are made up of -

- i) the land, water and atmosphere of the earth;
- ii) micro-organisms, plant and animal life;
- iii) any part or combination of i) and ii) and the interrelationships among and between them; and
- iv) the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

Potentially hazardous substance is a substance that, in the reasonable opinion of the Engineer, can have a deleterious effect on the environment.

Method Statement: a written submission by the Contractor to the Engineer in response to the Specification or a request by the Engineer, setting out the plant, materials, labour and method the Contractor proposes using to carry out an activity, identified by the relevant specification or the Engineer when requesting the Method Statement, in such detail that the Engineer is enabled to assess whether the Contractor's proposal is in accordance with the Specifications and/or will produce results in accordance with the Specifications.

The Method Statement shall cover applicable details with regard to:

- # construction procedures,
- # materials and equipment to be used,
- # getting the equipment to and from site,
- # how the equipment/ material will be moved while on site,
- # how and where material will be stored,
- # the containment (or action to be taken if containment is not possible)

of leaks or spills of any liquid or material that may occur,

- # timing and location of activities,
- # compliance/ non-compliance with the Specifications and
- # any other information deemed necessary by the Engineer.

reasonable means, unless the context indicates otherwise, reasonable in the opinion of the Engineer after he has consulted with a person, not an employee of the Employer, suitably experienced in "environmental implementation plans" and "environmental management plans" (both as defined in Act No 107,1998).

Solid waste means all solid waste, including construction debris, chemical waste, excess cement/ concrete, wrapping materials, timber, tins and cans, drums, wire, nails, food and domestic waste (e.g. plastic packets and wrappers).

Contract means the General Conditions of Contract and Special Conditions, Specifications, Drawings, Tender, written records of matters agreed after the submission of the Contractor's tender, Letter of Acceptance and Agreement, together with other documents which the parties have agreed in writing shall form part of the Contract and such amendments or UPGRADE to the Contract as may be agreed in writing between the parties.

Contaminated water means water contaminated by the Contractor's activities, e.g. concrete water and runoff from plant/ personnel wash areas.

## **MATERIALS**

### **Materials handling, use and storage**

The Contractor shall ensure that any delivery drivers are informed of all procedures and restrictions (including "no go" areas) required to comply with the Specifications. The Contractor shall ensure that these delivery drivers are supervised during off loading, by someone with an adequate understanding of the requirements of the Specifications.

Materials shall be appropriately secured to ensure safe passage between destinations. Loads including, but not limited to sand, fine vegetation, refuse, paper and cement, shall have appropriate cover to prevent them spilling from the vehicle during transit. The Contractor shall be responsible for any clean-up resulting from the failure by his employees or suppliers to properly secure transported materials.

All manufactured and/ or imported material shall be stored within the Contractor's camp, and, if so required by the Project Specification, out of the rain. All lay down areas outside of the construction camp shall be subject to the Engineer's approval, which shall not unreasonably be withheld.

### **Hazardous substances**

Hazardous chemical substances (as defined in the Regulations for Hazardous Chemical Substances) used during construction shall be stored in secondary containers. The relevant Material Safety Data Sheets (MSDS) shall be available on Site. Procedures detailed in the MSDSs shall be followed in the event of an emergency situation.

Hazardous and non-hazardous materials shall be separated at site and disposed of in a manner approved by the Engineer.

Sludge is regarded as a hazardous substance and shall be disposed of at a hazardous waste disposal site approved by the Engineer. The sludge shall not be dried using existing or other sludge drying beds, but shall transfer directly to the hazardous waste disposal site. The Contractor shall supply the Engineer with a certificate of disposal for all disposed sludge.

The trucks transporting the sludge shall be watertight, and the Contractor shall take all reasonable measures to ensure that no sludge is deposited on any public roads during its transfer to the waste disposal site. In the event of a spillage occurring, the Contractor shall clean it up to the satisfaction of the Engineer and the relevant Local Authorities.

## **CONSTRUCTION**

### **Method Statements**

Any Method Statement required by the Engineer or the Project Specification shall be produced within such reasonable time as the Engineer shall specify or as required by the Project Specification. The Contractor shall not commence the activity until the Method Statement has been approved and shall, except in the case of emergency activities, allow a period of two weeks for approval of the Method Statement by the Engineer. Such approval shall not unreasonably be withheld.

The Engineer may require changes to a Method Statement if the proposal does not comply with the specification or if, in the reasonable opinion of the Engineer, the proposal may

result in, or carries a greater than reasonable risk of, damage to the environment in excess of that permitted by the Specifications.

Approved Method Statements shall be readily available on the site and shall be communicated to all relevant personnel. The Contractor shall carry out the Works in accordance with the approved Method Statement. Approval of the Method Statement shall not absolve the Contractor from any of his obligations or responsibilities in terms of the Contract.

### **Site division**

The Contractor shall restrict all his activities, materials, equipment and personnel to within the designated areas as specified by the engineer.

### **Site structures**

All site establishment components (as well as equipment) shall be positioned to limit visual intrusion on neighbours and the size of area disturbed. The type and colour of roofing and cladding materials to the Contractor's temporary structures shall be selected to reduce reflection.

### **Security**

The contractor's camp areas shall be fenced with a minimum 1.8 metre high secure fence for the duration of the construction period.

Security guards shall control access to camp areas and to vehicular access routes to the construction site at all times during the construction phase.

Fences shall be checked regularly for breaches and be repaired as necessary.

Strict stock control systems shall be enforced in storage areas, particularly where chemicals, explosives and other potentially dangerous materials are being stored. Checking of stock quantities shall be undertaken immediately prior to contract progress meetings and findings shall be reported at the meetings.

### **Transportation of Labour**

Labour should be transported to and from the site in vehicles, where possible, arranged by the Contractor to discourage loitering in adjacent areas and possible increase in crime or disturbance. Unsocial activities such as unauthorised consumption or illegal selling of

alcohol on the site shall be banned and any persons found to be engaged in such activities shall be removed from site for the duration of the contract and may have criminal action taken against them.

### **Informal Settlements**

No labour other than essential personnel required for stand-by situations and security shall be housed on the site. Measures shall be put in place, in consultation with the local authority, to prevent squatting on the site and in areas immediately adjacent to the site.

### **Lighting**

The placement of light sources within the construction site and camp areas must be carefully planned so as to avoid causing a nuisance to residents.

### **Eating areas**

The Contractor shall designate an eating area for his employees. The Contractor shall provide bins with lids in this area. The waste may be temporarily stored on Site in a central waste area that is weatherproof and scavenger-proof, and which the Engineer has approved.

Any cooking on Site shall be done on well-maintained gas cookers with fire extinguishers present.

### **Ablution facilities**

Washing, whether of the person or of personal effects and acts of excretion and urination are strictly prohibited other than at the facilities provided.

The Contractor shall ensure that no spillage occurs when the toilets are cleaned or emptied and that the contents are properly stored and removed from Site. Discharge of waste from toilets into the environment or works, and burial of waste is strictly prohibited.

### **Lights**

The Contractor shall ensure that any lighting installed on the site for his activities does not interfere with road traffic or cause a reasonably avoidable disturbance to the surrounding community or other users of the area.

**"No go" areas**

If so required by the Project Specification, certain areas shall be "no go" areas. The Contractor shall ensure that, insofar as he has the authority, no person, machinery, equipment or material enters the "no go" areas at any time.

**Solid waste management**

No on-site burying or dumping of any waste materials, vegetation, litter or refuse shall occur. The Contractor shall provide sufficient bins with lids on Site to store the solid waste produced on a daily basis. Bins shall not be allowed to become overfull and shall be emptied a minimum of once daily. The waste may be temporarily stored on Site in a central waste area that is weatherproof and scavenger-proof, and which the Engineer has approved.

All solid waste shall be disposed of offsite at an approved landfill site. The Contractor shall supply the Engineer with a certificate of disposal.

**Emergency procedures**

The Contractor's procedures for the following emergencies shall include:

i) Fire

The Contractor shall advise the relevant authority of a fire as soon as one starts and shall not wait until he can no longer control it. The Contractor shall ensure that his employees are aware of the procedure to be followed in the event of a fire.

ii) Accidental leaks and spillages

The Contractor shall ensure that his employees are aware of the procedure to be followed for dealing with spills and leaks, which shall include notifying the Engineer and the relevant authorities. The Contractor shall ensure that the necessary materials and equipment for dealing with spills and leaks is available on Site at all times. Treatment and remediation of the spill areas shall be undertaken to the reasonable satisfaction of the Engineer.

In the event of a hydrocarbon spill, the source of the spillage shall be isolated, and the spillage contained. The area shall be cordoned off and secured. The Contractor shall ensure that there is always a supply of absorbent material readily available to absorb/breakdown and where possible be designed to encapsulate minor hydrocarbon spillage.



The quantity of such materials shall be able to handle a minimum of 200 ℓ of hydrocarbon liquid spill.

### **Fire control**

No fires may be lit on site. Any fires that occur shall be reported to the Engineer immediately. Smoking shall not be permitted in those areas where it is a fire hazard. Such areas shall include the workshop and fuel storage areas and any areas where the vegetation or other material is such as to make liable the rapid spread of an initial flame. In terms of the Atmospheric Pollution Prevention Act (No. 45 of 1965), burning is not permitted as a disposal method.

The Contractor shall appoint a Fire Officer who shall be responsible for ensuring immediate and appropriate actions in the event of a fire and shall ensure that employees are aware of the procedure to be followed. The Contractor shall forward the name of the Fire Officer to the Engineer for his approval.

The Contractor shall ensure that there is basic fire-fighting equipment available on Site at all times. This shall include at least rubber beaters and at least one fire extinguisher of the appropriate type when welding or other "hot" activities are undertaken.

### **Noise**

The Contractor shall limit noise levels (e.g. install and maintain silencers on machinery). The provisions of SABS 1200A Sub clause 4.1 regarding "built-up areas" shall apply to all areas within audible distance of residents whether in urban, peri-urban or rural areas.

Appropriate directional and intensity settings are to be maintained on all hooters and sirens.

No amplified music shall be allowed on Site. The use of radios, tape recorders, compact disc players, television sets etc shall not be permitted unless the volume is kept sufficiently low as to avoid any intrusion on members of the public within range. The Contractor shall not use sound amplification equipment on Site unless in emergency situations.

Construction activities generating output levels of 85 dB (A) or more, in residential areas, shall be confined to the hour's 08h00 to 17h00 Mondays to Fridays.

Blasting, pneumatic rock drills or other noisy activities should take place during normal working hours. The community should be notified prior to any planned activities that will be unusually noisy. These activities could include, but are not limited to, blasting and the use of pneumatic rock drills.

Noise suppression measures must be applied to all construction equipment. Construction equipment must be kept in good working order, and where appropriate fitted with silencers which are to be kept in good working order. Should the vehicles or equipment not be in good working order, the Contractor may be instructed to remove the offending vehicle or machinery from site.

Should complaints regarding noise levels be received, as a result of construction activities on the site, these shall be recorded by the ELO, and if the associated operation is programmed to occur over an extended period of longer than two days, then the offending machinery or vehicle shall be identified and remedial measures implemented.

The Contractor shall take measures to discourage labourers from loitering in the area and causing noise disturbance. Where possible labour shall be transported to and from the site by the Contractor or his Sub Contractors by the Contractors own transport.

### **Access routes/ haul roads**

On the Site, and, if so required by the Project Specification, within such distance of the Site as may be stated, the Contractor shall control the movement of all vehicles and plant including that of his suppliers so that they remain on designated routes, are distributed so as not to cause an undue concentration of traffic and that all relevant laws are complied with. In addition such vehicles and plant shall be so routed and operated as to minimise disruption to regular users of the routes not on the Site. On gravel or earth roads on Site and within 500m of the Site, the vehicles of the Contractor and his suppliers shall not exceed a speed of 45 km/hr.

### **Trenching**

Trench lengths shall be kept as short as practically possible before backfilling and compacting. All areas disturbed during trenching and pipe laying shall be rehabilitated and revegetated as soon as possible following backfilling and compaction

**Safety**

Telephone numbers of emergency services, including the local fire fighting service, shall be posted conspicuously in the Contractor's office near the telephone.

No unauthorised firearms are permitted on Site.

**Protection of natural features**

The Contractor shall not deface, paint, damage or mark any natural features (e.g. rock formations) situated in or around the Site for survey or other purposes unless agreed beforehand with the Engineer. Any features affected by the Contractor in contravention of this clause shall be restored/ rehabilitated to the satisfaction of the Engineer.

Within 500m of the Site the Contractor shall not permit his employees to make use of any natural water sources (e.g. springs, streams, open water bodies) for the purposes of swimming, personal washing and the washing of machinery or clothes.

**Protection of flora and fauna**

Except to the extent necessary for the carrying out of the Works, flora shall not be removed, damaged or disturbed nor shall any vegetation be planted without authorisation.

Trapping, poisoning and/ or shooting of animals is strictly for Tendered. No domestic pets or livestock are permitted on Site.

Where the use of herbicides, pesticides and other poisonous substances has been specified, they shall be stored, handled and applied with due regard to their potential harmful effects.

The Contractor will follow previously mentioned management guidelines Section 3.1.4 regarding the avoidance of soil degradation.

Construction and delivery vehicles shall only use established roads when transporting items to/from site.

The contractor shall be limited to a maximum working corridor of 5 metres wide through areas of crop, grassland and areas of indigenous vegetation.

The Engineer may instruct that any ecologically valuable plant species, found on site and likely to be disturbed by construction operations shall be removed by suitably qualified

personnel (horticulturist) to a location within the alignment area to be instructed by the Engineer.

No plants or animals will be allowed to be caught, collected and consumed on site or removed from site by the Contractor or his personnel or sub-contractors. Any individual caught collecting plant or animal species shall be removed from the site for the duration of the contract and criminal proceedings may be pursued. The Main Contractor shall be held responsible for all infringements of this condition and a penalty of R1000.00 shall be charged for each infringement. An infringement shall be deemed to have occurred for each trap found, each person caught hunting, each animal caught and each plant harvested.

Fires and collection of firewood will not be permitted on or adjacent to site.

### **Invasive Weeds**

The Contractor shall be responsible for implementing a programme of weed control in the areas of construction.

The spread of exotic species of plants occurring throughout the area shall be controlled. Those species listed as exotic invader species and especially those that are declared weeds, pose the biggest threat to indigenous vegetation, especially through areas of disturbance, and should be the focus of control measures. These species should be completely eradicated from the specified areas through a program of manual removal or use of registered herbicides by experienced weed control experts. Control of weeds shall be in accordance with the requirements of the Conservation of Agricultural Resources Act, No 43 of 1983, Section 6.

Weed control is to extend for a minimum 12-month period from completion of construction activities.

Only the minimum area required for construction works will be utilized by the Contractor.

### **Storm water Management and Water Pollution**

#### **Phasing of Vegetation Clearance**

Vegetation clearance shall be phased to ensure that the minimum area of soil is exposed to potential erosion at any one time. Erosion protection measures in the form of brush packing shall be undertaken as instructed. In addition and if required, revegetation of disturbed surfaces should occur immediately after construction activities are completed in each area.

### **Physical Measures for the Prevention of Pollution**

The site must be managed in order to prevent pollution of drains, downstream watercourses or groundwater, due to suspended solids, silt or chemical pollutants. The following measures shall be implemented to assist in achieving this objective:

- Where necessary grassed or rock pitched diversion ditches or berms are to be used to divert water run off away from exposed soil or construction areas. Silt fences may also be used.
- Separate stormwater collection areas and interceptors at fuel storage areas, batching plants and other potentially polluting activities shall be constructed.
- The use and storage of all materials shall be controlled. Care shall be taken to ensure that fuels and chemicals do not leach into the ground. Adequate spillage containment measures shall be implemented, such as cut off drains, berms etc. Fuel and chemical storage containers shall be set on a concrete plinth. The containment capacity shall be equal to the full amount of material stored. The necessary fire fighting equipment shall be maintained on site to deal with any fire incidents.
- Vehicles shall only be refuelled adjacent to storage facilities, there shall be no refuelling at any other point on the site.
- Any residue from spillage shall be removed from site by appropriate contractors. Handling, storage and disposal of excess or containers of potentially hazardous materials shall be in accordance with the requirements of the Department of Water Affairs and Forestry (DWAF).

### **Sanitation and Ablution Facilities**

Adequate sanitation and ablution facilities must be provided for construction workers to avoid the use of the open space and water courses as toilets or washing facilities. Toilets and ablution facilities shall be connected to the municipal sewer, as far as possible. Chemical latrines, if used, shall be emptied regularly by a responsible contractor with knowledge of proper sanitation disposal procedures.

In addition, food preparation areas shall be provided with adequate washing facilities and food refuse shall be stored in sealed refuse bins which shall be removed from site at least twice weekly, to prevent the attraction of vermin.

The Contractor shall take steps to ensure that littering by construction workers does not occur and persons shall be employed on the site to collect litter from the site and immediate surroundings.

Skip waste containers shall be maintained on site. These shall be kept covered and arrangements made for them to be collected regularly from site by an appropriate contractor.

### **Storage of Materials**

The Main Contractor will maintain storage of all potentially polluting materials, and shall undertake potentially polluting operations as far away as practically possible from areas of indigenous vegetation, topsoil/subsoil stockpiles and watercourses. The Contractor will ensure that additional supervisory time is spent to monitor such works. Such materials/operations include (but are not limited to):

- batching, storing of cement, concrete and mortar;
- petrol, oil and chemical storage and transfer;
- washing, ablution and toilet facilities;
- plant storage

All oils and lubricants which are unopened shall be stored in the workshop store on site. Used oils/lubricants will be put into drums and recycled. The Main Contractor will be responsible for ensuring that these used oils/lubricants are not disposed of by dumping pouring on open ground or down drains or in water courses. The main contractor shall ensure that contractors purchasing these materials understand the liability under which they must operate. The Environmental Liaison Officer will be responsible for reporting the storage/use of any other potentially harmful materials to DWAF.

The Environmental Liaison Officer will be responsible for ensuring that potentially harmful materials are properly stored in a dry, secure environment, with concrete or sealed flooring and a means of preventing unauthorized entry. The Environmental Liaison Officer will further ensure that materials storage facilities are cleaned/maintained on a regular basis, and that leaking containers are disposed of in a manner which allows no spillage onto the bare soil. The management of such storage facilities and means of securing them shall be agreed.

No washing of construction vehicles and plant will be allowed on site other than wheel washing. No detergents or chemicals will be used for wheel washing.

Machinery and plant shall keep as far away from watercourses as possible. No washing of vehicles/ plant in natural watercourses shall be allowed.

### **Management of Stormwater**

Monitor areas of rehabilitated vegetation and effectiveness of brush packing and other erosion protection measures until vegetation has re-covered all areas of exposed soil. Take necessary remedial action in areas where erosion is occurring as part of an ongoing maintenance contract for rehabilitation works.

### **Erosion and sedimentation control**

The Contractor shall take all reasonable measures to limit erosion and sedimentation due to the construction activities and shall, in addition, comply with such detailed measures as may be required by the Project Specification. Where erosion and/or sedimentation, whether on or off the Site, occurs despite the Contractor complying with the foregoing, rectification shall be carried out in accordance with details specified by the Engineer. Where erosion and/or sedimentation occur due to the fault of the Contractor, rectification shall be carried out to the reasonable requirements of the Engineer.

The Main Contractor shall, prior to the commencement of earthworks determine the average depth of topsoil, and agree this with the Environmental Control Officer, and strip the full depth topsoil from areas affected by construction and related activities prior to the commencement of major earthworks. This shall include access routes, working areas and camp areas.

In areas excavated for foundation construction care shall be taken not to mix topsoil and subsoil during excavation.

No soil stripping shall take place on areas within the site that the Contractor does not require for construction works or areas of retained vegetation.

### **Rehabilitation of Compacted Soils**

Soils compacted by construction activity shall be deep ripped to loosen compacted layers and re-graded to evenly running levels. Topsoil shall be re-spread over areas to be rehabilitated.

**Use of Fertilisers**

All fertilisers used during the construction of the works shall be in accordance with the requirements of the Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, No 36 of 1947. Fertilisers shall not be used excessively and slow release fertilisers and organic products shall be used in preference to highly soluble and inorganic fertilisers.

All fertilisers must be approved by the engineer prior to use on site.

**Pesticides and Herbicides**

The use of herbicides and pesticides and other horticultural chemicals shall be carefully controlled wherever these are used. Manufacturers recommendations regarding application rates, safety precautions etc shall be strictly adhered to. In all cases only herbicides and pesticides of low toxicity and low residual activity shall be used. Only glyphosate based herbicides shall be used within 50 metres of any water course.

All horticultural chemicals shall only be stored in strict accordance with manufacturers recommendations and no chemicals shall be kept on site except in locked stores. No unused chemicals shall be disposed of on site but shall be taken to a licensed chemical dump.

All pesticides and herbicides must be approved by the engineer prior to use on site.

**Aesthetics**

The Contractor shall take reasonable measures to ensure that construction activities do not have an unreasonable impact on the aesthetics of the area.

**Community relations**

If so required by the Project Specification, the Contractor shall erect and maintain information boards in the position, quantity, design and dimensions specified. Such boards shall include contact details for complaints by members of the public in accordance with details provided by the Engineer.

The Contractor shall keep a "Complaints Register" on Site. The Register shall contain all contact details of the person who made the complaint, and information regarding the complaint itself.



## **Socio-economic environment**

### **Employment**

Unskilled and semi-skilled labour shall largely be recruited from the local communities. Recruitment will take place through formal procurement procedure that includes a positive policy towards the employment of members of previously disadvantaged communities.

Where appropriate, the contractor will undertake training of unskilled and semi-skilled labour.

Where appropriate, labour intensive construction methods should be utilised to maximise the potential number of employment opportunities.

### **Unsocial Activities on Site**

Implementation of security on site by fencing of contractors camp areas and contractors compounds and strictly controlling access through on site security staff.

Controlling vehicular access to all areas of site at all times during the contract period through on site security staff and control gates / booms.

No selling or consuming of alcohol shall be permitted on site and any person found importing alcohol, drugs or illegal substances, shall be removed from the site for the duration of the contract and criminal action may be taken.

### **Loss of crop plants**

A photographic record of the existing crop plants that will be affected by the pipeline alignment should be compiled. Compensation rates with the crop owners should be negotiated and the agreed compensation paid to the owners.

The alignment should be rehabilitated to ensure that the growth of the crop plants will not be compromised in the future.

## **Cultural environment**

### **Compliance with KwaZulu-Natal Heritage Act**

Any possible archaeological / historical finds uncovered during construction must be brought to the attention of and investigated by a qualified archaeologist. Such finds must be reported to the Engineer who shall instruct work in the area of the find to be stopped

immediately and shall report the find to the nearest Amafa KwaZulu Natal (Heritage KwaZulu Natal) office and to the Natal Museum to comply with the KwaZulu-Natal Heritage Act of 1997 (Section 27).

The Contractor shall ensure that his workforces are aware of the necessity of reporting any possible historical or archaeological finds to the ELO so that the appropriate action can be taken. The contractor should be aware that failure to comply with this condition could lead to legal action being taken against him.

### **Temporary site closure**

If the Site is closed for a period exceeding one week, the Contractor in consultation with the Engineer shall carry out the checklist procedure required by the Project Specification.

## **PLANT**

### **Fuel (petrol and diesel) and oil**

Fuel may be stored on site and the fuel storage area shall be located at the workshop or a fuel storage depot located within the construction camp. The Contractor shall ensure that all liquid fuels (petrol and diesel) are stored in tanks with lids, which are kept firmly shut or in browsers. The tanks/ browsers shall be situated on a smooth impermeable surface (plastic or concrete) base with an earth bund (plastic must have sand on top to prevent damage and perishing). The impermeable lining shall extend to the crest of the bund and the volume inside the bund shall be 110% of the total capacity of all the storage tanks/ browsers. The bunded area shall be covered.

Only empty and externally clean tanks may be stored on the bare ground. All empty and externally dirty tanks shall be stored on an area where the ground has been protected. If fuel is dispensed from 200 litre drums, the proper dispensing equipment shall be used, and the drum shall not be tipped in order to dispense fuel. The dispensing mechanism of the fuel storage tank shall be stored in a waterproof container when not in use.

The Contractor shall prevent unauthorised access into the fuel storage area. No smoking shall be allowed within the vicinity of the fuel storage area. The Contractor shall ensure that there is adequate fire-fighting equipment at the fuel stores.

Where reasonably practical, plant shall be refuelled at the depot or at the workshop as applicable. If it is not reasonably practical then the surface under the refuelling area shall be protected against pollution to the reasonable satisfaction of the Engineer prior to any

refuelling activities. The Contractor shall ensure that there is always a supply of absorbent material readily available to absorb/ breakdown and where possible be designed to encapsulate minor hydrocarbon spillage. The quantity of such materials shall be able to handle a minimum of 200 l of hydrocarbon liquid spill. This material must be approved by the Engineer prior to any refuelling or maintenance activities.

### **Contaminated water**

The Contractor shall set up a contaminated water management system, which shall include collection facilities to be used to prevent pollution, as well as suitable methods of disposal of contaminated water.

The Contractor shall prevent discharge water contaminated with any pollutants, such as cements, concrete, lime, chemicals and fuels, into the works or into any drainage line, stream, river or other wetland. The Contractor shall not discharge the water used in cleaning the equipment into the works.

The Engineer's approval will be required prior to the discharge of contaminated water to a Municipal sewer system.

The Contractor shall notify the Engineer immediately of any pollution incidents on Site.

### **Concrete batching area**

Concrete shall not be mixed directly on the ground. All contaminated water resulting from batching of concrete shall be disposed of via the wastewater management system, and shall not be discharged into the works.

### **Workshop, equipment maintenance and storage**

Where practical, all maintenance of equipment and vehicles on Site shall be performed in the workshop. If it is necessary to do maintenance outside of the workshop area, the Contractor shall obtain the approval of the Engineer prior to commencing activities.

The Contractor shall ensure that in his workshop and other plant maintenance facilities, including those areas where, after obtaining the Engineer's approval, the Contractor carries out emergency plant maintenance, there is no contamination of the soil or vegetation. The workshop shall have a smooth impermeable (concrete or thick plastic covered with sand) floor. The floor shall be bunded and sloped towards an oil trap or sump to contain any spillages of substances (e.g. oil). When servicing equipment, drip trays shall be used to collect the waste oil and other lubricants. Drip trays shall also be

provided in construction areas for stationary plant (such as compressors) and for "parked" plant (such as scrapers, loaders, vehicles).

All vehicles and equipment shall be kept in good working order and serviced regularly. Leaking equipment shall be repaired immediately or removed from the Site. When servicing or refuelling equipment, drip trays shall be used to collect the waste oil and other lubricants.

The washing of equipment shall be restricted to urgent or preventative maintenance requirements only. All washing shall be undertaken in the workshop or maintenance areas, and these areas must be equipped with a suitable impermeable floor and sump/oil trap. The use of detergents for washing shall be restricted to low phosphate and nitrate containing, low sudsing-type detergents.

### **Dust**

The Contractor shall take all reasonable measures to minimise the generation of dust as a result of construction activities to the satisfaction of the Engineer. Appropriate dust suppression measures, e.g. dampening with water, shall be used when dust generation is unavoidable, particularly during prolonged periods of dry weather in summer.

During high wind conditions, the Contractor shall comply with the Engineer instructions regarding dust-dampening measures. The Engineer may request the temporary cessation of all construction activities where wind speeds are unacceptably high, and until such time as wind speeds return to acceptable levels.

The Contractor will dampen all exposed soil surfaces including; access roads, works areas and camp areas with a water browser or sprinklers, as necessary to minimise dust problems. Mitigation will be especially significant during extended dry periods or due to particular operations such as soil stripping, blasting or excavation at which times damping down shall take place on a continual basis.

The Contractor will commence rehabilitation of exposed soil surfaces as soon as practical after completion of earthworks. This includes the grassing of any cut and fill soil slopes immediately on completion of earthworks.

The regular maintenance of plant and machinery will be undertaken to ensure that gaseous emissions are minimised. The Contractor shall ensure that his Sub Contractors comply with this condition. Any offending machinery or plant may be instructed to be removed from site.

Cooking will only be permitted in designated areas by approved vendors. Only gas operated cookers will be permitted. All food preparation areas shall be operated to hygienic standards and shall be regularly inspected by the Environmental Liaison Officer.

The Contractor must further ensure that any grass or weed vegetation left in a natural state and adjacent to cooking areas shall be cut to prevent fires, especially during the dry months.

Blasting shall be carried out in accordance with legislation using optimal and not excessive quantities of explosives. The manufacturers recommended mitigation measures shall be applied, such as blankets and watering down of surfaces. Blasting shall only occur on calm days. All explosive material, if retained on site, shall be stored in a secure and separately designated area. If any rock removal is found to be necessary within 500 metres of any existing buildings, alternative methods of rock removal shall be considered.

Existing vegetation will assist in screening the site, control dust and help prevent soil erosion.

Areas of indigenous vegetation shall be fenced off during construction as instructed by the engineer.

All existing vegetation on and adjacent to the pipe alignment shall be retained.

Should it become necessary to undertake bush clearance, all areas of clearance and removal of individual trees shall only be undertaken after approval by the engineer, who shall inspect the area of proposed clearance with the ECO. Should the contractor not aTendere by this condition a penalty of R1000.00 shall be imposed on him for each area of shrub / herbaceous vegetation or each individual tree removed without approval. The contractor shall also be responsible for immediate rehabilitation of the area affected to the satisfaction of the engineer and at his own cost.

#### **FINES FOR NON COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS ENVIRONMENTAL MANAGEMENT PLAN.**

Fines will be issued for the transgressions listed below. Fines may be issued per incident at the discretion of the Engineer. Such fines will be issued in addition to any remedial costs incurred as a result of non-compliance with the environmental specifications. The Engineer will inform the Contractor of the contravention and the amount of the fine, and will deduct the amount from monies due under the Contract.

Fines for the activities detailed below, will be imposed by the Engineer on the Contractor and/or his Sub-contractors.

- |    |  |         |
|----|--|---------|
| a. | Any employee's, vehicles, plant, or thing related to the Contractors operations operating within the designated boundaries of a "no-go" area.      | R 5 000 |
| b. | Any vehicle driving in excess of designated speed limits.  | R 1 000 |
| c. | Employees walking, any vehicle being driven, and items of plant or materials being parked or stored outside the demarcated boundaries of the site. | R 2 000 |
| d. | Persistent and un-repaired oil leaks from machinery.   | R 3 000 |
| e. | Persistent failure to monitor and empty drip trays timorously.   | R 1 000 |
| f. | Persistent spillage of sludge on public roads due to the Contractors negligence.   | R 5 000 |
| g. | The use of inappropriate methods for refuelling.   | R 1 000 |
| h. | Litter on site associated with construction activities.  | R 1 000 |
| i. | Deliberate lighting of illegal fires on site.  | R 5 000 |
| j. | Any employee eating meals on site, outside of the defined eating area.   | R 1 000 |
| k. | Employees not making use of the site ablution facilities.  | R 1 000 |
| l. | Failure to implement specified noise controls.   | R 1 000 |

- |    |  |            |
|----|--|------------|
| m. | Failure to empty waste bins on a regular basis.  | R 1 000    |
| n. | Inadequate dust control.   | R 3 000    |
| o. | A spillage, pollution, fire or any damage to on site flora or any wetland River resulting from negligence on the part of the Contractor. | R 10 000   |
| p. | The use of inappropriate handling and disposal methods for the sludge and effluent.  | R 5 000    |
| q. | An individual littering on the site  | R 20       |
| r. | An individual making an illegal fire on site   | R 20 - 200 |
| s. | An individual using a funnel for refuelling rather than a pump   | R 20       |
| t. | An individual performing an ablution anywhere other than in a toilet   | R 20       |
| u. | An individual eating a meal outside of the defined eating area   | R 20       |

For each subsequent similar offence the fine shall be doubled in value to a maximum value of R30,000.

The Engineer shall be the judge as to what constitutes a transgression in terms of this clause, subject to the provisions of Clause 60(1) of the General Conditions of Contract. In the event that transgressions continue the Contractors attention is drawn to the provisions of Sub-clause 58(1)(b)(vi) of the General Conditions of Contract under which the Engineer may cancel the Contract.

## **ENVIRONMENTAL MANAGEMENT COMPLIANCE**

### **ENVIRONMENTAL OFFICERS**

The Main Contractor shall appoint an Environmental Liaison Officer (ELO) for the duration of the construction period. The ELO shall be a senior member of the construction team and have overall environmental management responsibilities on the site.

The ELO is to monitor the activities of the Main Contractor and all subcontractors, and is to ensure that mitigation measures contained in this document are adhered to. The ELO is to liaise with the Environmental Control Officer (ECO) on a regular basis so as to inform the ECO of the adherence to and effectiveness of the prescribed management measures. The ECO shall be appointed by the Developer. Any new, or amendments to existing, mitigation measures to address areas of concern notified by the ECO are to be acted on as necessary by the Main Contractor.

The Developer will be responsible for maintaining communication channels with I&APs throughout the Construction Phase. A record of all correspondence with I&APs should be kept by the Developer noting the date, details of the I&AP, details of correspondence, details of any issues discussed and details of any follow-up action taken. All communications with I&APs received by the ECO, ELO or other members of the Development Team shall be referred to the Developer to ensure that these are properly recorded and the appropriate action taken.

During the operational phase, the developer will be responsible for environmental management of the development. The ELO will be responsible for ongoing environmental management, compliance with this report, and community liaison which includes responding to concerns and complaints voiced by any Interested and Affected Party (I&AP).

### **EMP COMPLIANCE MONITORING AND AUDITS**

The Environmental Liaison Officer will conduct regular monitoring of the Construction Phase to ensure compliance with this EMP and keep records of such monitoring. The results of this monitoring will be reported to the Main Contractor, the Developer and the ECO in the form of a compliance monitoring report which must be submitted monthly during the Construction Phase. The ELO shall also keep records of non-compliance and how this was rectified, and this must be reported to Main Contractor, the Developer, the ECO and the Environmental Committee in order that they can follow up if necessary.



Environmental Audits will be undertaken by the ECO and the ELO on a monthly basis during the Construction Phase and annually during the Operation Phase. The results of these audits will be included in EMP Compliance Reports to be submitted to the Department of Agriculture and Environmental Affairs (DAEA). DAEA, through their Inspectorate will also be involved in monitoring procedures as necessary.

## **EMP COMPLIANCE**

The EMP will be considered an extension of the Conditions of Approval as set forth by DAEA. Non-compliance with the EMP will constitute non-compliance with said Conditions.

The EMP will be made binding on all contractors operating on the site and will be included within the Contractual Clauses. According to the DAEA Standard Conditions for EIA Approval, non-compliance with, or any deviation from, the conditions set out in the document constitutes a failure in compliance with the approval. Such failure in compliance will be dealt with in terms of Sections 29, 30, and 31 of the Environment Conservation Act (Act No. 73 of 1989), as well as any other appropriate legal mechanisms.

It should be noted that in terms of the Environment Conservation Act, those responsible for Environmental Damage (in this case the Contractor) must pay the repair costs both to the environment and human health and the preventative measures to reduce or prevent further pollution and / or environmental damage (The polluter pays principle).

## **TOLERANCES**

Environmental management is concerned not only with the final results of the Contractor's operations to carry out the Works but also with the control of how those operations are carried out. Tolerance with respect to environmental matters applies not only to the finished product but also to the standard of the day-to-day operations required to complete the Works.

It is thus required that the Contractor shall comply with the environmental requirements on an ongoing basis and any failure on his part to do so will entitle the Engineer to certify the imposition of a fine subject to the conditions in the Pro Forma: Protection of the Environment and the details set out in the Project Specification.

**PRO FORMA**

Employer: Ubuhlebezwe Municipality

BID No. UBU-B-07/05/19

Contract title: The Construction of Khambula Access Road

**PROTECTION OF THE ENVIRONMENT**

The Contractor will not be given right of access to the Site until this form has been signed

I/ we,.....{Contractor} record as follows:

1. I/ we, the undersigned, do hereby declare that I/ we am/ are aware of the increasing requirement by society that construction activities shall be carried out with due regard to their impact on the environment.
2. In view of this requirement of society and a corresponding requirement by the Employer with regard to this Contract, I/ we will, in addition to complying with the letter of the terms of the Contract dealing with protection of the environment, also take into consideration the spirit of such requirements and will, in selecting appropriate employees, plant, materials and methods of construction, in-so-far as I/ we have the choice, include in the analysis not only the technical and economic (both financial and with regard to time) aspects but also the impact on the environment of the options. In this regard, I/ we recognised and accept the need to a Tenderer by the "precautionary principle" which aims to ensure the protection of the environment by the adoption of the most environmentally sensitive construction approach in the face of uncertainty with regard to the environmental implications of construction.
3. I/ we acknowledge and accept the right of the Employer to deduct, should he so wish, from any amounts due to me/ us, such amounts (hereinafter referred to as fines) as the Engineer shall certify as being warranted in view of my/ our failure to comply with the terms of the Contract dealing with protection of the environment, subject to the following:
  - 3.1 The Engineer may impose such fine only -
    - 3.1.1 if he is reasonably satisfied of my/ our failure to comply with the terms of the Contract dealing with protection of the environment
    - 3.1.2 if he is reasonably satisfied that it is necessary to impose such fine in order to achieve future compliance

3.1.3 after he has consulted with a person suitably experienced in "environmental implementation plans" and "environmental management plans" (both as defined in Act No 107,1998) as to whether there has been a failure to comply with a terms of the Contract dealing with protection of the environment and as to a reasonable amount of the fine

- 3.2 The Engineer, in determining the amount of such fine, shall take into account *inter alia*, the nature of the offence, the seriousness of its impact on the environment, the degree of prior compliance/non-compliance, the extent of the Contractor's overall compliance with environmental protection requirements and, in particular, the extent to which he considers it necessary to impose a sanction in order to eliminate/reduce future occurrences
- 3.3 The Engineer shall, with respect to any fine imposed, provide me/ us with a written statement giving details of the offence, the facts on which the Engineer has based his assessment and the terms of the Contract (by reference to the specific clause) which has been contravened.
- 3.4 At the sole discretion of the Engineer, the Engineer may at any time before one month after the issue of the Certificate of Completion (for the last completed portion of the Works should there be more than one), reverse all or some, in whole or in part, of previously imposed fine and shall include such reversed payment in a subsequent Payment Certificate.
- 3.5 The sum total of all fines retained by the Employer after the processing of any Payment Certificate issued up to one month after the issue of the Certificate of Completion referred to above, shall, within one month be paid by the Employer to a charity mutually agreed upon by the Contractor and the Employer, failing which agreement, as determined by the Engineer following consultation with the two parties.

Signed .....

Date.....

CONTRACTOR

Witnesses:

.....

.....

**General Conditions of Contract for Construction Works, Second Edition,  
2010**

**CONTRACT DATA**

**CONTRACT DATA THE CONSTRUCTION OF KHAMBULA ACCESS ROAD**

**CONDITIONS OF CONTRACT**

The General Conditions of Contract for Construction Works, Second Edition, 2010, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from [www.saice.org.za](http://www.saice.org.za).

**CONTRACT SPECIFIC DATA**

The following contract specific data, referring to the General Conditions for Construction Works, Second Edition, 2010, are applicable to this Contract:

**PART 1: DATA PROVIDED BY THE EMPLOYER**

**Compulsory Data**

Clause 1.1.1.13:

Defects Liability Period	:	12 months from the date of issue of the Certificate of Completion
--------------------------	---	---

Clause 1.1.14:

The name of the Employer is	:	Ubuhlebezwe Municipality
-----------------------------	---	--------------------------

Clause 1.2.1.2

The address of the Employer is	:	Ubuhlebezwe Municipality  P O Box 132  Ixopo  3276
--------------------------------	---	--

## Clause 1.1.16

The name of the Engineer is : MAKHAOSTE, NARASIMULU & ASSOCIATES

## Clause 1.2.1.2

The address of the Engineer is : NO. 3B THE CRESCENT  
WESTWAY OFFICE PARK  
1 HARRY GWALA ROAD  
WESTVILLE  
3630

## Clause 5.3.1:

The documentation required before commencement with Works execution is:

- Health and Safety Plan (Refer to Clause 4.3)
- Initial programme (Refer to Clause 5.6) to include Method statement
- Security (Refer to Clause 6.2)
- Insurance (Refer to clause 8.6)

## Clause 5.3.2:

The time to submit the documentation required before

Commencement with Works execution : 14 Days from the date of appointment

## Clause 5.8.1:

The non-working days are : Sundays

The special non-working days are : Gazetted Public holidays

The year-end breaks (usually commencing on 15 December)

## Clause 5.13.1:

The Works shall be completed within a

Maximum period of : 4 months (16 weeks)

Penalty for failing to complete the

Works within the Contract period : R1000 per calendar day

Clause 5.16.3:

The latent defect period is : 10 years

Clause 6.2.1

Amount of Security (Performance Guarantee) : 10%

Clause 6.8

No contract price adjustment payable

Clause 6.2.1.2.3:

The Percentage allowance to cover overhead

Charges is : 15% maximum

Clause 6.10.1.5:

The percentage advance on materials not yet

built into the Permanent Works : 80%

1) The percentage retention on the amounts due

to the Contractor : 10%

2) The limit of retention money : 5% of the Contract Value

Clause 8.6.1.3:

Limit of indemnity for liability insurance : R2 000 000.00

Clause 10.5.3

Number of Adjudication Board Members

to be appointed : ONE

**DATA PROVIDED BY THE CONTRACTOR**

Clause 1.1.1.9:

The name of the Contractor is : .....

Clause 1.1.1.14:

The time for achieving Practical Completion of the

Whole of the Works is : -----  
(maximum)

Contractor to state offered completion period : ..... Weeks

Clause 1.2.1.2

The address of the Contractor is : .....

.....

.....

.....

Clause 6.2.1:

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

Type of Security  <i>(Value Added Tax is excluded from the Contract Sum and the value of the Works for calculating the percentages)</i>	Contractor's  Choice. Indicate  "Yes" or "No"
<i>Cash deposit of 10% of the Contract Sum</i>	
<i>Performance guarantee of 10% of the Contract Sum</i>	
<i>Retention of 10% of the value of the Works</i>	

Clause 6.5.1.2.3:

The percentage allowance to cover overhead Charges : (15% maximum)

## **C2. : PRICING DATA**

### **C2.1 : PRICING INSTRUCTIONS**

#### **PRICING INSTRUCTIONS**

##### **1. GENERAL**

The Conditions of Tender, The Conditions of Contract and the Works Information are to be read in conjunction with the Schedule of Quantities.

##### **2. DESCRIPTION**

Descriptions in the Schedule of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Works Information, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Project Specification, conflict with the terms of the Schedule, the requirements of the Standardised or Project Specification, as applicable, shall prevail.

##### **3. REFERENCE CLAUSES**

The clauses in the General Conditions of Contract or a standardised specification in which further information regarding the schedule item can be obtained appears under Reference clause in the Schedule. The reference clauses indicated are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents, but the absence of a clause references shall not exonerate the Contractor or the technical specification.

##### **4. IDENTIFICATION OF GENERAL CONDITIONS AND STANDARDISED, OR PROJECT SPECIFICATIONS IN WHICH REFERENCE CLAUSES APPEAR**

The General Conditions of Contract are identified by the letters GCC. Standardised Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, e.g. G for SABS 1200G.



## **5. QUANTITIES REFLECTED IN THE SCHEDULE**

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made for waste.

The quantities set out in the Schedule of Quantities are the estimated quantities of the Contract Works, by the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contractor Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

## **6. PRICES AND RATES**

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

All items are measured net in accordance with the drawings and no allowance is made for waste or for the excavation and filling of additional working space. All thicknesses specified are those of consolidated materials.

Each item shall be priced independently regardless of its relation to the total quantities and the contractor shall have no claim in respect of any such price due to the Engineer omitting or varying any other item.

All rates and sums of money quoted in the Schedule of Quantities shall be in Rand.

## **7. ALL ITEMS TO BE PRICED**

A price or rate is to be entered against each item in the Schedule of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Schedule.

In the event of the Tenderer failing to price any item, it will be deemed that the Tenderer has made adequate allowances elsewhere in the Schedule of

Quantities for all labour, material and costs required for the execution of the particular item. This will not only apply to the quantity of work covered by the unpriced item, but also for any increase in the stated quantity which may have to be undertaken during the course of the contract.

## **8. TOTAL TENDERED PRICE**

Except where rates only are required, the Tenderer shall insert all amounts to be included in his total Tendered price in the amount column and show the corresponding total Tendered price.

## **9. SCHEDULES TO BE PRICED IN INK**

The Tenderer must price each item in the Schedule of Quantities in BLACK INK.

## **10. UNITS OF MEASUREMENT**

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

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000kg)
m <sup>2</sup>	=	square metre	No.	=	number
m <sup>3</sup>	=	cubic metre	sum	=	lump sum
m <sup>3</sup> km	=	cubic metre-kilometre	PC Sum	=	Prime Cost sum
l	=	litre	%	=	percent

**C2.2 : BILL OF QUANTITIES**

## Construction of Khambula Access Road

## Bill of Quantity

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
1		Item 1					
1.1	SABS	GENERAL					
	1200A						
1.2	8.3	SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS					
1.2.1	8.3.1	Contractual requirements	Sum	1.0			
	8.3.2	Establishment of facilities on the site					
	8.3.2.1	a) Facilities required by Engineer					
1.2.2	PSAB 1	Contract sign boards	No	1.0			
1.2.3	PSAB 3	Cellular phone	Prov Sum	1.0	1,000.00	1,000	00
1.2.4		b) Facilities required by Contractor	Sum	1.0			
1.2.5	8.3.3	Other fixed charge obligations	Sum	1.0			
1.2.6	8.3.4	Removal of site establishment	Sum	1.0			
1.2.7	PSA 1	Compliance with the OHS Act regulations	Sum	1.0			
1.3	8.4	SCHEDULED TIME-RELATED ITEMS					
1.3.1	8.4.1	Contractual requirements	Sum	1.0			
	8.4.2	Operation and Maintenance of Facilities on Site, for Duration of Construction, except where otherwise stated					
1.3.2	8.4.2.1	a) Facilities required by Engineer	Sum	1.0			
1.3.3	8.4.2.2	b) Facilities required by Contractor	Sum	1.0			
1.3.4	8.4.5	Other time related obligations	Sum	1.0			
1.4	8.5	PROVISIONAL SUMS					
1.4.1	PSA 2	Additional Tests required by Engineer	Prov Sum	1.0	5,000.00	5,000	00
1.4.2		Overheads and profit on item 1.3.1	%	5,000.0			
1.4.3	PSA 3	Community Liaison Officer	Prov Sum	1.0	20,000.00	20,000	00
1.4.4		Overheads and profit on item 1.3.3	%	20,000.0			
1.4.5	PSA 8	Re-instatement of boundary pegs	Prov Sum	1.0	5,000.00	5,000	00
1.4.6		Overheads and profit on item 1.3.5	%	5,000.0			
1.4.7	PSA 9	Additional Survey required by the Engineer	Prov Sum	1.0	5,000.00	5,000	00
1.4.8		Overheads and profit on item 1.3.5	%	5,000.0			
1.4.9	8.8.2	Accommodation of traffic for the duration of the contract	Sum	1.0			
Total Carried Forward							

## Construction of Khambula Access Road

Bill Of Quantity

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
1.4.10	8.8.4	Existing services					
		c) Excavation by hand in soft material to expose existing services	m³	10.0			
1.4.11		Provision for Compensation for borrow pit	Prov Sum	1.0	15,000.00	15,000	00
1.4.12		Overheads and profit on item 1.4.1	%	15,000.0			

## Construction of Khambula Access Road

## SITE CLEARANCE

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
2		Site Clearance					
2.1	SABS	SITE CLEARANCE					
	1200C						
2.1.1	8.2.1	Clear and grub	m <sup>2</sup>	7,590.0			
	8.2.2	Remove and grub large trees and tree stumps of girth					
2.1.2		a) over 1m and up to and including 2m	No.	1.0			
2.1.3		b) over 2m and up to and including 3m	No.	1.0			
2.1.4		c) over 3m, in steps of 1m	No.	1.0			
2.1.5	8.2.4	Reclear surfaces (only on instruction of the Engineer)	m <sup>2</sup>	2,000.0			
2.1.6	8.2.5	Take down existing fences	km	0.1			
2.1.7	PSC 1	Re-instate existing fences	km	0.1			
2.1.8	8.2.10	Remove topsoil to a nominal depth of 150 mm and stockpile	m <sup>3</sup>	1500.0			
2.1.9	PSC 2	Remove and relocate existing pipelines	m	100.0			
2.1.10	PSC 3	Remove and reconstruct standpipes	No	2.0			
2.1.11	PSC 4	Relocate existing electricity, Telkom poles	Prov Sum	1.0	15,000.00	15,000	00
Total Carried Forward to Summary							

## Construction of Khambula Access Road

## EARTHWORKS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
3		EARTHWORKS					
3.1	SABS	EARTHWORKS (ROADS, SUBGRADE)					
	1200DM						
	8.3.3	Treatment of road-bed					
		a) Road-bed preparation and compaction of material to:					
3.1.1		2) minimum of 93% of modified AASHTO maximum density	m <sup>3</sup>	1,000.0			
		b) In-place treatment of road-bed in intermediate or hard rock material by:					
3.1.2		1) Ripping	m <sup>3</sup>	450.0			
	8.3.4	Cut to fill, borrow to fill					
		a) Compact to 90% of modified AASHTO maximum density					
3.1.3		i) Cut to fill	m <sup>3</sup>	1,550.0			
3.1.4		b) Rockfill, process and compact	m <sup>3</sup>	10.0			
	8.3.5	Selected layer compacted to 93% of modified					
3.1.5		AASHTO density	m <sup>3</sup>	15.0			
	8.3.6	Extra-over items 8.3.4 and 8.3.5 for excavating and breaking down material in					
3.1.6		b) Hard excavation	m <sup>3</sup>	50.0			
3.1.7		c) Boulder excavation Class A	m <sup>3</sup>	50.0			
3.1.8		d) Boulder excavation Class B	m <sup>3</sup>	50.0			
	8.3.7	Cut to spoil or stockpile from					
3.1.9		a) Soft excavation	m <sup>3</sup>	700.0			
3.1.10		c) Hard excavation	m <sup>3</sup>	50.0			
3.1.11		d) Boulder excavation Class A	m <sup>3</sup>	50.0			
3.1.12		e) Boulder excavation Class B	m <sup>3</sup>	50.0			
3.1.13	8.3.8	Removal of oversize material (only where instructed by the Engineer)	m <sup>3</sup>	20.0			
3.1.14	8.3.11	Extra-over Items 8.3.2, 8.3.4 or 8.3.5 for temporary stockpiling of material	m <sup>3</sup>	250.0			
	8.3.13	Surface finishes					
Total Carried Forward							

## Construction of Khambula Access Road

## EARTHWORKS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
3.1.15	8.3.14	a) Top soiling	m2	1,000.0			
3.1.16		b) Grassing or other cover	m²	1,000.0			
		Borrow pits					
		Borrow pits					
3.1.17		a) Opening up and closing down of designated borrow pit	Sum	1.0			
3.1.18		b) Dealing with overburden	m³	150.0			
3.1.19		c) Rehabilitation of borrow pits	Sum	1.0			
		8.3.15	Catchwater mounds and channels and mitre				
3.1.20	banks and channels		No	50.0			
Total Carried Forward to Summary							



## Construction of Khambula Access Road

## SUBBASE

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
4		SUBBASE					
4.1	SABS	SUBBASE					
	1200 ME						
4.1.1	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	1,000.0			
4.1.2	8.3.9	Overhaul (haul exceeding 2km)	m³.km	16,335.0			
Total Carried Forward to Summary							

## Construction of Khambula Access Road

## EARTHWORKS (PIPE TRENCHES)

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
5		EARTHWORKS (PIPE TRENCHES)					
5.1	SABS	EARTHWORKS (PIPE TRENCHES)					
	1200 DB						
	8.3.2	Excavation					
		a) Excavate in all materials for trenches, backfill, compact and dispose of surplus material for depths:					
5.1.1		i) Up to 1,0 m	m <sup>3</sup>	30.0			
5.1.2		ii) Over 1,0 m and up to 2,0 m	m <sup>3</sup>	150.0			
5.1.3		iii) Over 2,0 m and up to 3,0 m	m <sup>3</sup>	30.0			
		b) Extra-over Item (a) above for:					
5.1.4		2) Hard rock excavation	m <sup>3</sup>	25.0			
5.1.5		c) Excavate and dispose of unsuitable material from trench bottom (provisional)	m <sup>3</sup>	25.0			
	8.3.3	Excavation Ancillaries					
	8.3.3.1	Make up deficiency in backfill material (provisional)					
5.1.6		a) From other necessary excavations on site	m <sup>3</sup>	50.0			
5.1.7		b) By importation from designated borrow pits	m <sup>3</sup>	50.0			
	8.3.6	Finishing					
	8.3.6.1	Reinstate road surfaces complete with all courses					
5.1.8		a) Gravel on shoulders	m <sup>2</sup>	10.0			
5.1.9		b) Gravel on road surface (gravel)	m <sup>2</sup>	10.0			
Total Carried Forward To Summary							

## Construction of Khambula Access Road

## BEDDING (PIPE)

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
6		BEDDING (PIPE)					
6.1	SABS	BEDDING (PIPES)					
	1200 LB						
	8.2.1	Provision of bedding from trench excavation (Class C bedding):					
6.1.1		a) Selected granular material	m³	30.0			
6.1.2		b) Selected fill material	m³	210.0			
	8.2.2	Supply only of bedding by importation (Class C bedding):					
	8.2.2.2	From borrow pits					
6.1.3		a) Selected granular material	m³	10.0			
6.1.4		b) Selected fill material	m³	10.0			
6.1.5	8.2.3	Concrete bedding cradle (15/19 concrete)	m³	5.0			
6.1.6	8.2.4	Encasing of pipes in concrete	m³	5.0			
Total Carried Forward to Summary							

## Construction of Khambula Access Road

## STORMWATER DRAINAGE

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
7		STORMWATER DRAINAGE					
7.1	SABS	STORMWATER DRAINAGE					
	1200 LE						
	8.2.1	Supply and lay concrete pipe culverts (OGEE pipes on Class C bedding):					
7.1.1		300mm Ø, 75D	m				
7.1.2		450mm Ø, 75D	m				
7.1.3		600mm Ø, 75D	m	50.0			
7.1.4		750mm Ø, 75D	m				
7.1.5		900mm Ø, 75D	m	15.0			
	8.2.4	Extra-over items 8.2.1 and 8.2.2 for cutting end units for culverts on site					
7.1.6		a) Straight cut	No	6.0			
7.1.7		b) Skew cut	No	6.0			
	8.2.5 /	Cast insitu concrete, formwork, and					
	SABS	reinforcing steel					
	1200GA						
	8.2	Scheduled formwork items					
7.1.8	8.2.1	Rough	m <sup>2</sup>	40.0			
7.1.9	8.2.2	Smooth	m <sup>2</sup>	15.0			
		Scheduled reinforcement items					
7.1.10	8.2.4	c) High-tensile welded mesh (Mesh ref 193)	m <sup>2</sup>	50.0			
	8.4	Scheduled concrete items					
7.1.11	8.2.5.1	b) Strength concrete, grade(25/19 concrete)	m <sup>3</sup>	5.0			
	8.2.6	Unformed surface finishes					
7.1.12		a) Wood-floated finish	m <sup>2</sup>	40.0			
	SABS						
	1200LE						
	8.2.8	Supply and install manholes, catch pits, and the like					
7.1.13		b) Catchpits (complete, as per drawing)	No	12.0			
7.1.14		c) Extra-over or under item (a) above for variation in depth of manholes from the	m	1.0			
Total Carried Forward							

## Construction of Khambula Access Road

## STORMWATER DRAINAGE

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
		standard depth designated for purposes of tendering					
7.1.15	PSLE 2	Supply and lay 160mm uPVC sleeve crossing	m	10.0			
7.1.16	PSLE 3	Subsoil drains (complete as per drawing)	m	50.0			
</							

## Construction of Khambula Access Road

## GABIONS AND PITCHING

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
8		GABIONS AND PITCHING					
8.1	SABS	GABIONS AND PITCHING					
	1200 DK						
	8.2.1	Surface preparation for bedding of gabions					
8.1.1		a) Cavities filled with approved excavated material or rock	m <sup>2</sup>	150.0			
	8.2.2	Gabions (galvanised wire mesh) Using aggregate from commercial sources					
8.1.2		a) 1m x 1m x 2m	m <sup>3</sup>	20.0			
8.1.3		b) 1.5m x 1m x 2m	m <sup>3</sup>	20.0			
8.1.4		c) Reno mattresses (230mm deep)	m <sup>3</sup>	20.0			
8.1.5	8.2.4	Geotextile (U24 bidim)	m <sup>2</sup>	100.0			
8.1.6	8.2.5	Pitching	m <sup>2</sup>	50.0			
Total Carried Forward to Summary							

## Construction of Khambula Access Road

## ANCILLARY ROADWORKS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
9		ANCILLARY ROADWORKS					
9.1	SABS	ANCILLARY ROADWORKS					
	1200 MM						
	8.2	Scheduled items for Guardrails					
	8.2.1	Guardrails on posts					
9.1.1		a) Galvanised	m	50.0			
	8.2.3	End units					
9.1.2		a) End wings	No	6.0			
	8.3	Scheduled items for permanent Road Signs					
	8.3.1	Sign faces with painted or galvanized background, with painted symbols, characters, legend, and borders, and with signboards constructed from:					
		a) Aluminium sheet (2,0mm thick), of area					
9.1.3		1) 0m <sup>2</sup> and up to 2m <sup>2</sup>	m <sup>2</sup>	6.0			
	8.3.3	Sign supports					
9.1.4		c) Timber (125mm) complying with 3.2.10	m	25.0			
	8.3.4	Excavation and backfilling and concreting					
9.1.5		(if any) for sign supports	m <sup>3</sup>	2.0			
Total Carried Forward to Summary							

## Construction of Khambula Access Road

DAYWORKS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
10		DAYWORKS					
10.1		DAYWORKS					
		Labour					
10.1.1		Unskilled labour	hr	40.0			
10.1.2		Semi-skilled labour	hr	30.0			
10.1.3		Skilled labour	hr	20.0			
10.1.4		Foreman	hr	20.0			
		Machinery					
10.1.5		Provisional sum for plant hire	Prov	1.0			
10.1.6		Contractor's mark up on item 12.2.1 above	%	5,000.0			
		Materials					
10.1.7		Provisional sum for materials as requested	Prov	1.0	2,500.00	2,500	00
10.1.8		by Engineer	Sum				
10.1.9		Contractor's mark up on item 12.3.1 above	%	2,500.0			
Total Carried Forward To Summary							



## Construction of Khambula Access Road

## SUMMARY OF SECTIONS

SECTION	DESCRIPTION	AMOUNT (RAND)
1	P and G'S	.....
2	SITE CLEARANCE	.....
3	EARTHWORKS	.....
4	SUBBASE	.....
5	EARTHWORKS (PIPE TRENCHES)	.....
6	BEDDING (PIPE)	.....
7	STORMWATER DRAINAGE	.....
8	GABIONS AND PITCHING	.....
9	ANCILLARY ROADWORKS	.....
10	DAYWORKS	.....
	SUBTOTAL	.....
	Add 10% Contingencies	.....
	SUBTOTAL	.....
	Add 15% VAT	.....
Total Carried Forward to Summary of Schedules		.....

**UBUHLEBEZWE MUNICIPALITY  
MUNICIPAL INFRASTRUCTURE GRANT**

**CONSTRUCTION KHAMBULA ACCESS ROAD**

**CONTRACT NO. UBU-B-07/05/19**

**PART C3 – SCOPE OF WORK**

THE WORKS.....	188 - 189
WORKS SPECIFICATIONS.....	190 - 201
VARIATIONS TO THE STANDARDISED SPECIFICATIONS.....	202 - 210

## **PART C3: SCOPE OF WORK**

### **STATUS**

In the event of any discrepancy between the Scope of Works and a part or parts of the SANS1200 Standardized Specifications, the Bill of Quantities or the Drawings, the Project Specifications shall take precedence and prevail in the Contract.

### **C3.1 SCOPE OF WORK**

#### **C3.1.1 MUNICIPALITY OBJECTIVES**

The Municipality objectives are to deliver public infrastructure at require service levels to the community.

#### **C3.1.2 OVERVIEW OF THE WORKS**

#### **C3.1.3 EXTENT OF WORKS**

The project comprises the design and construction of a gravel road and will provide access to the local community. The project will be constructed using conventional construction methods and will include the following:

The scope of work will include but not limited to,

1. The construction of a 5, 0 metre wide gravel access road;
2. A 150mm gravel wearing course overlay;
3. Earth, and grouted stone pitched side drains and mitre drains;
4. Pipe culvert crossings with headwalls;
5. Road signage and guardrails.

#### **C3.1.4 LOCATION OF THE WORKS AND ACCESS TO SITE**

The site is located in Ward 8 of Ubuhlebezwe Municipality within the Hlokozi area. The central co-ordinates of the community are as follows:

Coordinate at the start of the road

Longitude : 30° 17' 04.32" South

Latitude : 30° 20.01' 0.14" East

### **C3.2 ENGINEERING**

#### **C3.2.1 DETAILS OF THE WORKS**

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

## Roadworks

The proposed works required to stabilize the road layers include,

- Widening of road width to 5m
- Earthworks
- Roadbed
- Import of G6/7 natural gravel wearing course,

## Drainage and Drainage Structures

- New drainage structures (pipe culverts)
- Construction of grouted stone-pitching side-drains
- Gabions at the inlet and outlet of portal culvert.

## Road Safety and Road Signs

- Accommodation of traffic
- Hazards plates (W401) on the positions of culverts
- Speed limit signs
- Guardrails

### **C3.2.2 DRAWINGS**

The Contractor will be issued with three sets of construction drawings at the start of the Contract

### **C3.3 PROCUREMENT**

#### **C3.3.1 PREFERENTIAL PROCUREMENT**

##### **C3.3.1.1 REQUIREMENTS**

Preferential procurement shall be in accordance with the Municipality's Preferential Procurement Policy and is covered in details under PART T1: TENDERING PROCEDURES

### **C3.4 CONSTRUCTION**

#### **C3.4.1 WORKS SPECIFICATIONS**

##### **C3.4.1.1 Applicable SANS1200 Standardized Specifications**

The following SANS1200 Standardized Specifications for civil engineering construction are applicable:

SANS1200 A	:	General
SANS1200 AB	:	Engineer's Office
SANS1200 C	:	Site clearance
SANS1200 DB	:	Earthworks (Pipe trenches)
SANS1200 G	:	Concrete
SANS1200 LB	:	Bedding (pipes)
SANS1200 LE	:	Stormwater drainage
SANS 1200 DM	:	Earthworks (Roads Subgrade)
SANS 1200 GA	:	Concrete (Small Works)
SANS 1200 DK	:	Gabions and Pitching
SANS 1200 MK	:	Kerbing and Channelling
SANS 1200 ME	:	Sub-base
SANS 1200 MM	:	Ancillary Roadworks

The term "project specification" must be replaced by "scope of work" wherever it appears in these standardized specifications. The Contractor must obtain his own copies of the latest edition of the above-mentioned standardized specifications.

##### **C3.4.1.2 Particular Project Specifications**

The following Particular Specifications for work not covered by the SANS1200 Standardized Specifications are also included hereunder:

##### **C3.4.1.3 Variations and Additions to the SANS1200 Standardized Specifications**

Variations and additions to the following SANS1200 Standardized Specifications listed in C3.4.1.1 are given in section C3.4.4.

#### **C3.4.2 SITE ESTABLISHMENT**

##### **C3.4.2.1 Services and facilities provided by the Municipality**

###### **(a) Electricity supply**

A reticulated electrical power supply is available in the vicinity of the Site.

The responsible electricity supply authority in the area of the Site is the Eskom.

Should the Contractor, in complying with his obligations in terms of subclause C3.4.2.2(c): Electricity, wish to avail himself of such supply, he shall, in accordance with the provisions of subclause C3.4.2.2(c), and at his own cost, be responsible for making his own arrangements with the responsible electricity supply authority for the supply of all electrical power he may require from such reticulation network for construction purposes as well as for domestic consumption.

If so required by the responsible electricity supply authority, the Contractor shall, at his own cost, be responsible for making metered connections to the available services at the positions specified by the electricity supply authority, as well as for the removal of such connections on completion of the Contract.

No warranty is offered or given by the Municipality that the existing available reticulated electrical power supply will necessarily be adequate for the Contractor's purposes nor that its supply is in any way guaranteed.

All charges as may be levied by the responsible electricity supply authority in respect of electrical power consumed by the Contractor shall be for the Contractor's account and payment to the Contractor in respect thereof shall, in accordance with the provisions of sub clause C3.4.2.2(c), be deemed to be included in the sums tendered by the Contractor for the various Preliminary and General items listed in the Bill of Quantities, as well as in the rates tendered by the Contractor for the various other items listed in the Bill of Quantities which require the consumption of electricity.

The Contractor shall, when reasonably required by the Engineer, produce documentary proof that all amounts as may have become due and payable by the Contractor to the responsible electricity supply authority have been promptly paid in full.

**(b) Sewage disposal**

No water-borne sewage or other off-site sewage disposal systems are available in the vicinity of the Site.

**(c) Area for contractor's site establishment**

An area shall be allocated to the Contractor for his sole use as agreed between the Ward Councillor, and the Ward Committee.

The Contractor shall use this area only for the purposes of erecting his site offices, workshops, stores and other facilities required for the execution of the Contract. The Contractor shall not use the area nor allow it to be used for any purposes not directly associated with the execution of the Contract.

The Contractor shall be responsible for arranging, at his own cost, for the provision of all services he may require in the area, as well as elsewhere on the Site.

Should the Contractor deem the area made available to be inadequate or unsuitable for the Contractor's particular needs, then the Contractor shall be at liberty to make his own arrangements with the owners of other sites which he considers are better suited to his needs; provided always that the use by the Contractor of any area other than that made available to him shall be subject to the prior written approval of the Engineer, which approval shall not be unreasonably withheld; and provided further that the Contractor shall have no claim against the Municipality in respect of any costs incurred by him, either directly or indirectly in consequence of utilising any area other than that made available to him, and which costs exceed those costs allowed for by the Contractor in his Tender.

#### **C3.4.2.2 Facilities provided by the Contractor**

##### **(a) Facilities for the Engineer**

###### **(i) Project name boards**

The Contractor shall provide, erect and maintain one contract name board at such position and location directed by the Engineer, which name board shall, comply as per PSAB 1 of this document.

The Contractor shall keep the contract name board in good state of repair for the duration of the Contract and shall remove them on completion of the Contract.

###### **(ii) Site instruction book**

The Contractor shall keep an A4 triplicate book for site instructions on the Site at all times.

###### **(iii) Cell Phone Allowance**

The Contractor will provide to the Engineer a suitable cellular phone for the duration of the project, together with five hundred rands worth of airtime per month.

##### **(b) Water**

The Contractor shall, at his own expense, be responsible for obtaining and distributing all water as may be required for the purposes of executing the Contract, including water for both construction purposes and domestic use, as well as for making all arrangements in connection therewith. The Contractor shall further, at his own expense, be responsible for providing all necessities for procuring, storing, transporting and applying water required for the execution of the Contract, including but not limited to all piping, valves, tanks, pumps, meters and other plant and equipment, as well as for all work and superintendence associated therewith.

The sources of all water utilised for the purposes of the Contract shall be subject to the prior approval of the Engineer, which approval shall not be unreasonably withheld.

The Contractor shall comply with all prevailing legislation in respect of drawing water from natural and other sources and shall, when required by the Engineer, produce proof of such compliance. The distribution of water shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

All water provided by the Contractor for construction purposes shall be clean, free from undesirable concentrations of deleterious salts and other materials and shall comply with any further relevant specifications of the Contract. The Contractor shall, whenever reasonably required by the Engineer, produce test results demonstrating such compliance. Water provided by the Contractor for human consumption shall be healthy and potable to the satisfaction of the health authorities in the area of the Site.

No separate payment will be made to the Contractor for the obtainment, distribution and consumption of water, the costs of which will be deemed to be included in the Contractor's tendered rates.

**(c) Electricity**

The Contractor shall, at his own expense, be responsible for obtaining and distributing all electricity as he may require for the purposes of executing the Contract, including electricity for both construction purposes and domestic use as well as for making all arrangements in connection therewith.

The distribution of electricity shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

No separate payment will be made to the Contractor for the obtainment, distribution and consumption of electricity, the costs of which will be deemed to be in the Contractor's tendered rates and prices.

**(d) Sewage disposal**

The Contractor shall, at his own expense, be responsible for safely and hygienically dealing with and disposing of all human sewage and similar matter generated on the Site during the course of the Contract, to the satisfaction of the responsible health authorities in the area of the Site and the Engineer. All such excrement shall be removed from the Site and shall not be disposed of by the Contractor on the Site.

The Contractor shall further comply with any other requirements in this regard as may be stated in the Contract.

No separate payment will be made to the Contractor in respect of discharging his obligations in terms of this sub-clause and the costs thereof shall be deemed to be included within the Contractor's tendered Preliminary and General Items.

**C3.4.2.3 Site usage**

The Contractor is required to make full provision for all his own requirements and that of his staff and employees according to the



relevant legislation and regulations applicable to the area in which he sites his facilities. Sleeping accommodation will not be allowed on the Site of the Work except upon explicit approval of the Ward Councillor and/or Local Development Committee.

To avoid any misunderstanding or unnecessary conflict with the local community in respect of the accommodation of workers, the Contractor is required to consult with the Ward Councillor and his Ward Committee in this regard at the commencement of the Contract.

The provision of security for the Contractor's Site Establishment, for the full duration of the contract, shall be his own responsibility and no claims for additional security measures taken during the currency of the Contract will be considered other than as provided for in Clause 57 of the Conditions of Contract.

#### **C3.4.2.5 Features requiring special attention**

##### **(a) Site maintenance**

During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a safe, clean and orderly condition. The Contractor shall store materials and equipment in an orderly manner, and shall keep the Site free from debris and obstructions.

On completion of the Works, the Contractor shall remove all temporary offices, sheds, fences et3.4.7. and shall reinstate the camp site to the satisfaction of the Engineer.

##### **(b) Testing and quality control**

###### **(i) Contractor to engage services of an independent laboratory**

Notwithstanding the requirements of the Specifications pertaining to testing and quality control, the Contractor shall engage the services of an approved independent laboratory to undertake all testing of materials, the results of which are specified in, or may reasonably be inferred from, the Contract. These results will be taken into consideration by the Engineer in deciding whether the quality of materials utilised and workmanship achieved by the Contractor comply with the requirements of the Specifications. The foregoing shall apply irrespective of whether the specifications indicate that the said testing is to be carried out by the Engineer or by the Contractor.

The Contractor shall be responsible for arranging with the independent testing laboratory for the timeous carrying out of all such testing specified in the Contract, at not less than the frequencies and in the manner specified. The Contractor shall promptly provide the Engineer with copies of the results of all such testing carried out by the independent laboratory.

For the purposes of this clause, an "independent laboratory" shall mean an "approved laboratory" (as defined in sub-clause PSA 7.2) which is not under the management or control of the Contractor and

in which the Contractor has no financial interest, nor which has any control or financial interest in the Contractor.

(ii) Additional testing required by the Engineer

In addition to the provisions of sub-clause C3.4.2.5(b)(i): Contractor to engage services of an independent laboratory, the Engineer shall be entitled at times during the Contract to require that the Contractor arrange with the independent laboratory to carry out any such tests, additional to those described in sub-clause C3.4.2.5(b)(i), at such times and at such locations in the Works as the Engineer shall prescribe. The Contractor shall promptly and without delay arrange with the independent laboratory for carrying out all such additional testing as required by the Engineer, and copies of the test results shall be promptly submitted to the Engineer.

(iii) Costs of testing

(a) Tests in terms of sub-clause C3.4.2.5(c)(i)

The costs of all testing carried out by the independent laboratory in accordance with the requirements of sub-clause C3.4.2.5(c)(i), above shall be borne by the Contractor and shall be deemed to be included in the tendered rates and prices for the respective items of work as listed in the Bill of Quantities and which require testing in terms of the Specifications. No separate payments will be made by the Municipality to the Contractor in respect of any testing carried out in terms of sub-clause C3.4.2.5(c)(i).

Where, as a result of the consistency of the materials varying or as a result of failure to meet the required specifications for the work, it becomes necessary to carry out additional tests (e.g. re-tests on rectified work and/or replacement materials), the costs of such additional testing shall be for the Contractor's account.

(b) Additional tests required by the Engineer

The costs of any additional tests required by the Engineer in terms of sub-clause C3.4.2.5(b)(ii): Additional testing required by the Engineer, shall be reimbursed to the Contractor against substitution of the Provisional Sum allowed therefore in the Bill of Quantities; provided always that the costs of any such additional tests ordered by the Engineer, the results of which indicate that the quality of the materials utilised and/or the standard of workmanship achieved are/is not in accordance with the specifications, shall not be reimbursable to the Contractor.

**(b) Subcontractors**

All matters pertaining to subcontractors (including Nominated Subcontractors) and the work executed by them shall be dealt with

directly between the Engineer and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The Engineer will not liaise directly with any subcontractors nor will he issue instructions concerning the subcontract works directly to any subcontractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the subcontractors and the Engineer will not become involved.

**(e) Access to properties**

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working. In this respect the Contractor's attention is drawn to Clause 17.1 of the Conditions of Contract.

**(f) Existing residential areas**

Electricity and water supply interruptions in existing residential areas shall be kept to a minimum. The Engineer's approval shall be obtained prior to such interruptions and residents shall be notified in writing at least 24 hours but not more than 48 hours in advance. Supplies shall be normalised by 16:00 on the same day.

**(g) Protection of Excavations**

Unless otherwise permitted in writing by the Engineer, all excavations are to be protected by means of fencing or other appropriate means including watchmen if necessary as the Works are within a residential area.

No excavations may be left open over weekends and Public Holidays unless properly protected. The cost of backfilling any excavations and the re-opening thereof, to comply with this requirement shall be for the Contractor's account.

**(h) Employment of developing contractors**

Whilst no restrictions are placed on the Tenderer to reserve specific work for Local "Developing Contractors", it is recommended that appropriate portions of the Works be "contracted out" to such individuals and contractors, who are resident in the Municipal area. The Tenderer will be responsible for all contractual requirements.

**(i) Employment of local labour**

The project is not a labour intensive project. However, it is required that the Contractor shall source all labour from the surrounding community.

It is the intention that this Contract should make maximum use of the local labour force that is presently under employed. The Contractor shall limit the utilisation on the Contract of non-local employees to that of permanent key personnel only and to employ and train local labour to the extent necessary for the execution of this Contract.

The Contractor shall fill in the form entitled Key Personnel in the Forms to be completed by the Tenderer. The data stated on the above-mentioned form will be strictly monitored during the Contract period and any deviations wherefrom shall be subject to the prior approval of the Engineer/Employer, which approval shall not be unreasonably withheld.

Payment will be done on a task basis, where each person should reasonably complete one task in a normal working day. The task rate will be equal to the minimum daily rate stipulated by the Department of Labour.

The Contractor's employees and the Contractor shall make his own arrangements to house his own employees and transport them to the Site.

**(j) Monthly statements and payment certificates**

The statement to be submitted by the Contractor in terms of Clause 49 of the Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Engineer, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

For the purposes of the Engineer's payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Engineer for the purposes of accurately reflecting the actual quantities and amounts which the Engineer deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Engineer within three (3) normal workings days from the date on which the Engineer communicated to the Contractor the adjustments required. The Contractor shall submit to the Engineer five (5) sets of A4 size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting to the Engineer the requisite copies of the adjusted statement for the purposes of the Engineer's payment certificate will be added to the times allowed to the Engineer in terms of Subclause 49.4 of the Conditions of Contract to submit the signed payment certificate to the Municipality and the Contractor. Any such delay will also be added to the period in which the Municipality is required to make payment to the Contractor.

**(k) Construction in restricted areas**

Working space is sometimes restricted. The construction method used in these restricted areas largely depends on the Contractor's Plant. Notwithstanding, measurement and payment will be strictly according to the specified cross-sections and dimensions irrespective of the method used, and the rates and prices tendered will be deemed to include full compensation for any difficulties encountered by the Contractor while working in restricted areas. No extra payment or any claim for payment due to these difficulties will be considered.

**(l) Notices, signs, barricades and advertisements**

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

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

**(m) Workmanship and quality control**

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide suitably qualified and experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates tendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Engineer for examination and measurement, the Contractor shall furnish the Engineer with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.

**(n) Spoil Material**

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled in designated areas as identified by the Contractor and authorised by the Engineer.

**(o) Finishing, Testing, Tidying and Period of Maintenance**

In view of the intense concentration of construction activities likely to be experienced during the Contract period, progressive and systematic finishing and tidying will form an essential part of this Contract. On no account must spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily impede the activities of others, and in the event of this occurring, the Municipality shall have the right to withhold payment for as long as may be necessary in respect of the relevant Works in the area(s) concerned without thereby prejudicing the rights of others to institute claims against the Contractor on the ground of unnecessary obstruction.

Finishing, testing and tidying must not be deferred to the end of the Contract. The Contractor will be entitled, subject to reaching prior agreement with the Engineer, to request that work in specific areas be inspected and certified as complete, prior to certification of completion of the whole of the works included in the Contract, in accordance with the provisions of Clause 54(2), provided always that the works in any such specific area will not be certified as complete, until the whole of the works within the specific area concerned, including all finishing, testing and tidying, has been fully completed to the satisfaction of the Engineer.

All finishing, testing and tidying shall be carried out to the best advantage of the project as a whole.

**(p) Courtesy**

In all dealings with the public the Contractor shall bear in mind their right to enjoy the use of the roads and services and access to their properties and that the Municipality desires to interfere as little as possible with these rights.

At all points of contact with the public the Contractor and his staff are requested to handle discussions and disputes with deliberate courtesy and understanding.

The Ward Councillor shall be contacted prior to commencement of any works and the Contractor is obliged to work with the appointed representatives of the local community in all matters relating to the employment of local labour and related issues.

**(q) Extension of time due to abnormal rainfall**

No extension of the Time of Completion shall be granted for normal rainfall.

- (a) The contract will be based on Table 1 hereunder, showing the number of working days per month which the Contractor can expect to lose due to normal rainfall. Abnormal rainfall shall be the total aggregate of working days over the full contract period during which the Contractor is unable to proceed with the majority of his

operations as specified under (b), less the sum of the number of days calculated from the table as being due to normal rainfall.

<b>EXPECTED NUMBER OF WORKING DAYS LOST DUE TO NORMAL RAINFALL</b>			
<b>Month</b>	<b>Days</b>	<b>Month</b>	<b>Days</b>
January	12	July	2
February	11	August	3
March	10	September	6
April	6	October	11
May	3	November	12
June	1	December	14

- (b) A day shall be considered as lost when the Engineer agrees that no work was done or capable of being done on any item shown on the critical path of the updated and approved construction programme. Items which are not shown on the critical path and have been affected by rainfall shall not be considered for extension of time. Statutory, annual holidays and Sundays shall not be considered as working days.

### **C3.4.3 PLANT AND MATERIALS**

#### **C3.4.3.1 Plant and materials supplied by the Municipality**

"The Municipality shall not supply any plant or materials."

#### **C3.4.3.2 Materials, samples and shop drawings**

##### **(a) Samples**

Materials or work which does not conform to the approved samples submitted in terms of Subclause 23.4 of the Conditions of Contract will be rejected. The Engineer reserves the right to submit samples to tests to ensure that the material represented by the sample meets the specification requirements.

The costs of any such tests conducted by or on behalf of the Engineer, the results of which indicate that the samples provided by the Contractor do not conform to the requirements of the Contract, shall, in accordance with the provisions of Subclause 23.7 of the Conditions of Contract, be for the Contractor's account.

### **C3.4.4 EXISTING SERVICES**

#### **C3.4.4.1 Known services**

The contractor shall use the tender drawing as guide regarding existing services, however all known services must be exposed before construction work commences. The contractor shall also visit the respective services authority for all services locations and routes verification. (Telkom, Neotel, Eskom, Water, Sewer et3.4.7.)

#### **C3.4.4.2 Treatment of existing services**

The Contractor shall take all the necessary steps to ascertain the location of existing services before commencing any section of the Works and shall exercise the greatest care when working in the vicinity of such services. No more than three weeks and no less than one week before commencing his operations in any particular area, the Contractor shall request from the Engineer the latest available drawings showing the location of services already installed.

#### **C3.4.4.3 Damage to services**

The Contractor shall take all necessary steps to protect any existing works against damage which may arise as a result of his operations on Site. The Contractor shall bear the cost of the repair of damage to any known service, the possible existence of which could reasonably have been ascertained by him in good time.

Where the Contractor is responsible for the cost of repairs carried out by the, Municipality, the Contractor will be billed directly by the Council.

#### **C3.4.4.4 Reinstatement of services and structures damaged during construction**

The existing road reserve is within an informal area, where houses are constructed with mud and structurally weak materials that can be easily damaged by the movement and vibration from Construction Plant.

The Tenderer is advised to keep record of the state of all the housed and fences that are on both sides of the road reserve, for proof on the before condition of the adjacent properties.

Should damaged occur due to Construction Plant or other site activities. The Tenderer shall report to the Municipality, 24hr within such occurrence and propose a remedy to the situation at the Tenderers' Cost within reasonable time and to the satisfaction of the property owner.



### **C3.4.5 VARIATIONS AND ADDITIONS TO SANS1200 STANDARDIZED SPECIFICATIONS AND PARTICULAR SPECIFICATIONS**

The following SANS1200 Standardized Specifications for civil engineering construction are applicable:

SANS 1200 A	:	General
SANS 1200 AB	:	Engineer's Office
SANS 1200 C	:	Site clearance
SANS 1200 DB	:	Earthworks (Pipe trenches)
SANS 1200 G	:	Concrete
SANS 1200 LB	:	Bedding (pipes)
SANS 1200 LD	:	Sewers
SANS 1200 LE	:	Stormwater drainage
SANS 1200 DM	:	Earthworks (Roads Subgrade)
SANS 1200 GA	:	Concrete (Small Works)
SANS 1200 DK	:	Gabions and Pitching
SANS 1200 MK	:	Kerbing and Channelling
SANS 1200 ME	:	Sub-base
SANS 1200 MM	:	Ancillary Road Works

The following variations and additions to the SANS1200 Standardized Specifications referred to above apply to this Contract. The prefix PS indicates an amendment to SANS1200. The letters and numbers following these prefixes respectively indicate the relevant Standardized Specification and clause numbers in SANS1200 to which the variation or addition thereto applies.

#### **PSA : GENERAL (SANS1200 A)**

#### **PSA GENERAL**

##### **PSA 1 COMPLIANCE WITH THE OHS ACT**

The Contractor shall at all times during the construction duration comply with all the requirements of The Occupational and Health Act regulations. (See Annexure A2)

##### **PSA 2 ADDITIONAL TESTS REQUIRED BY ENGINEER**

Over and above the regular testing that is required during the construction phase, the Engineer, on written instruction to the Contractor, may require additional testing to be done in order to settle disputes, carry out investigations, etc.

A provisional Sum has been included in the schedule of quantities to cover the costs of the above and a handling fee, as a percentage of this provisional sum has also been included. Monies from this amount will be spent on the written instructions of the Engineer.

##### **PSA 3 COMMUNITY LIAISON OFFICER**

A part time officer from the local community will be employed for duration of the contract to assist both the contractor and the employer

in community negotiations regarding the moving of fences and crops, labour issues, etc.

A provisional Sum has been included in the schedule of quantities to cover the costs of the above and a handling fee, as a percentage of this provisional sum has also been included. Monies from this amount will be spent on the written instructions of the Engineer.

**PSA 4 MATERIALS**

**PSA 4.1 Specified Materials to bear SANS (SABS) mark (Subclause 3:1)**

All materials that are specified to comply with any SANS (SABS) standard shall bear the SANS (SABS) mark. Samples for testing of materials to be used on the works are to be delivered to a suitable laboratory specified by the Engineer.

**PSA 4.2 Ordering of Materials (Subclause 3.3)**

The quantities set out in the Schedule of Quantities have been carefully determined from calculations based on data available at the time and should therefore be considered to be only approximate quantities. The liability shall rest entirely and solely with the Contractor to determine before ordering, the required types and quantities of the various materials required for the completion of the Works in accordance with the Specifications and the Drawings issued to the Contractor for construction purposes.

Any reliance placed by the Contractor on the estimated quantities stated in the Schedule of Quantities issued for tendering purposes, or measurements made by the Contractor from the drawings issued for tendering purposes, shall be entirely at the Contractor's risk and the Employer accepts no liability whatever in respect of materials ordered by the Contractor on the basis of Tender Documents.

**PSA 5 RESTRICTIONS ON EMPLOYEE ACCOMMODATION (Subclause 4:2)**

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and transport them to the Site.

**PSA 6 ENGINEERS OFFICES AND FACILITIES (Subclause 8.1.2. 1)**

No offices are required for Engineer, however, the Contractor must provide a venue for Monthly Site Progress Meetings.

**PSA 7 WATCHING BARRICADING LIGHTING AND TRAFFIC CROSSINGS (Subclause 5.6)**

**PSA 7.1 Barricading**

Work in public roads and private properties shall be barricaded off with white washed oil drums and two strands red/white plastic tape strung

between drums. Warning signs with reflectorised paint shall be erected ahead of construction to warn traffic of obstructions. In addition, suitable warning safety lighting, operational during hours of darkness, is required to demarcate obstructions in the roadway.

**PSA 7.2      Traffic signs**

Wherever the Works affect the operation or safety of public traffic, a full complement of metal traffic signs and road markings shall be erected and maintained to the satisfaction of the Engineer. The signs shall be in accordance with the latest issue of the South African Road Traffic Signs Manual. Adequate warning signs shall be placed at the entrance to all roads which have been closed at their furthest ends to the effect that the roads are not "through roads"

**PSA 7.3      Courtesy**

In all dealings with the public, the Contractor shall bear in mind their right to enjoy the use of the road, and the Employers desire to interfere as little as possible with this right.

**PSA 8            PRESERVATION OF ERF BOUNDARY PEGS (Subclause 5.1.2)**

Before commencement of roadway earthworks the Contractor shall install offset reference pegs to all erf boundary pegs that may be affected by construction work. All such affected boundary pegs shall be accurately replaced by the Contractor on completion of construction from his offset reference peg data.

The Contractor shall then arrange in consultation with the Engineer for the position of all boundary pegs replaced by the Contractor in road reserves to be checked by a Registered Land Surveyor. Should it be found that any such pegs require to be relocated the cost of relocation shall be a charge against the Contractor.

A provisional Sum has been included in the schedule of quantities to cover the costs of the above. Monies from this amount will be spent on the written instructions of the Engineer.

**PSA 9            ADDITIONAL SURVEY REQUIRED BY ENGINEER**

Over and above the survey carried out to complete the design, the Engineer, on written instruction to the Contractor, may require additional survey to be done.

A provisional Sum has been included in the schedule of quantities to cover the costs of the above and a handling fee, as a percentage of this provisional sum has also been included. Monies from this amount will be spent on the written instructions of the Engineer

**PSAB            ENGINEER'S OFFICE****PSAB 1            NAMEBOARDS (Subclause 5.1)**

The Contractor shall supply and install, and include in his rates, the standard MIG name board provided in Annexure 3 of this Tender Document.

**PSAB 2            OFFICE BUILDING (Subclause 5.2)**

No office is required for this project.

**PSAB 3            TELEPHONE (Subclause 5.4)**

The Contractor will provide to the Engineer a suitable cellular phone for the duration of the project, together with five hundred rands worth of airtime per month.

**PSAB 4            SURVEY ASSISTANTS (Subclause 5.5.)**

Not required for this project.

**PSC : SITE CLEARANCE (SANS1200 C)****PSC 1 DISPOSAL OF SURPLUS MATERIAL (Subclause 3.1)**

All surplus material and vegetation shall be disposed of offsite to the satisfaction of the Local Authority and the Engineer. No overhaul shall apply to material disposed of in this manner.

**PSC 2 TOPSOIL STOCKPILE (Subclause 5.6)**

Topsoil for top soiling of sidewalks and banks shall be stockpiled on site for later re-use. All haulage of topsoil shall be regarded as freehaul.

“The Contractor shall make his own arrangements for the disposal of material obtained from clearing and grubbing which material shall be removed from the site. The disposal site shall meet with the approval of the Local Authority within whose area it falls, and the spoiling shall comply with all the statutory and municipal regulations.

**PSDK            GABIONS AND PITCHING****PSDK 1           PLASTIC COATING TO GABIONS**

All gabions and Reno mattresses shall be PVC coated galvanised wire in accordance with the requirements of Clause 3.1.2.2.

**PSDK 2**           Where it is required that baskets/cages need to be cut to suit the dimensions, the cutting and rewiring shall be deemed to be included in the tendered rates.

**PSDM            EARTHWORKS (ROADS SUBGRADE)**

**PSDM 1           CLASSIFICATION OF MATERIAL (Subclause 3.1)**

All material shall be classified as described in accordance with PSDA1.

**PSDM 2           TREATMENT OF ROAD-BED IN CUT (Subclause 5.2.3)**

The in-situ material shall be ripped and compacted to a depth of 150mm to 90% Mod AASHTO density.

**PSDM 3           TREATMENT OF SUB-GRADE FOR FILLS (Subclause 5.2.3)**

3-pass compaction (10t roller) to indicate soft areas and treat as specified in PSDM2.

**PSDM 4           IMPORTED NATURAL GRAVEL SELECTED LAYER OF SUBGRADE (Subclause 3.2.3)**

The selected layer of sub grade shall be imported stable natural gravel conforming to G7. It shall be constructed in layers of 150mm and shall be compacted to 93% Mod AASHTO density.

This item shall not be measured as an extra-over item to PSDM4, and shall be measured separately. In the event that the sub-grade is constructed as part of the cut and borrow to fill operations, the selected layer shall be deducted from the aforementioned quantities and paid separately.

**PSME SUB-BASE****PSME 1 GRAVEL WEARING COURSE**

The material to be used shall be imported stable weathered natural gravel conforming to G5/G6 from the designated borrow pit.

The minimum thickness of the gravel wearing course after compaction shall be not less than 150mm after compacting it to 95% Mod AASHTO density.

The applicable specifications of SABS 1200 ME shall apply. The measurement and payment shall also be done in accordance with Section 8.3.1 of the SABS 1200 ME.



**PLI 18      EMPLOYMENT OF LOCAL LABOUR**

For the purposes of this contract, “Local labour” will be deemed to be any persons who reside in the Ward within which the road is to be constructed. The contractor will be required to provide proof of authenticity of local labour. Signed confirmation by the appointed CLO will suffice for this.

The contractor will be required to ensure that a 100% of the unskilled labour force is made up of community labour. The hours of work and the wage rate of the local skilled and unskilled shall not be less than that of the Civil Engineering Industry minimum wage that is gazetted by the Department of Labour.

The contractor will remain responsible for providing proper supervision of all labour, and will be responsible for the quality of work produced.

**UBUHLEBEZWE MUNICIPALITY  
MUNICIPAL INFRASTRUCTURE GRANT**

**CONSTRUCTION OF KHAMBULA ACCESS ROAD**

**CONTRACT NO: UBU-B-07/05/19**

**PART C4 – SITE INFORMATION**

ANNEXURE A1	LOCALITY PLAN.....	217
ANNEXURE A2	TENDER DRAWINGS.....	218

**ANNEXURE A1**  
**LOCALITY PLAN**

**ANNEXURE A3**  
**TENDER DRAWINGS**