

## MHLONTLO LOCAL MUNICIPALITY



### CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD.

#### TENDER DOCUMENT

**AUGUST 2019**

**CONTRACT NO : R/EC/307200-19/20**

<b>TENDERER</b>	
<b>TENDER AMOUNT</b>	
<b>CONTRACT PERIOD</b>	
<b>CONTACT NO.: FAX:</b>	

**PREPARED BY:**

MHLONTLO LOCAL MUNICIPALITY  
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**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD.**  
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<b>CONTENTS</b>
-----------------

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
<b>COVER PAGE</b>		(i) to (ii)
<b>CONTENTS</b>		

<b>THE TENDER</b>
-------------------

<b>PART T1</b>	<b>TENDERING PROCEDURES</b>	
T1.1	Tendering Notice and Invitation to Tender	T1.1-1
T1.2	Tender Data	T1.2-1 to T1.2-3
<b>PART T2</b>	<b>RETURNABLE DOCUMENTS</b>	
T2.1	List of Returnable Documents	T2.1-1 to T2.1-2
T2.2	Returnable Schedules	T2.2-1 to T2.2-25

<b>THE CONTRACT</b>
---------------------

<b>PART C1</b>	<b>AGREEMENT AND CONTRACT DATA</b>	
C1.1	Form of Offer and Acceptance	C1-1 to C1-3
C1.2	Returnable Schedules	C1-4 to C1-6
C1.3	Form of Guarantee	C1-7 to C1-8

<b>PART C2</b>	<b>PRICING DATA</b>	
C2.1	Pricing Instructions	C2-1 to C2-2
<u><b>SECTION</b></u>	<u><b>DESCRIPTION</b></u>	<u><b>PAGE</b></u>
C2.2	Bill of Quantities	C2-3 to C2-22
<b>PART C3</b>	<b>SCOPE OF WORKS</b>	
C3.1	Description of the Works	C3.1-1 to C3.11-2
C3.2	Engineering	C3.2-1
C3.3	Procurement	C3.3-1 to C3.3-5
C3.4	Construction	C3.4-1 to C3.4-40
C3.5	Management	C3.5-1 to C3.5-8
C3.7	Annexes	C3.7-1
<b>PART C4</b>	<b>SITE INFORMATION</b>	
C4.1	Scope	C4.1

## APPENDICES

<b>APPENDIX A</b>	Standard Conditions of Tender	A1-A9
<b>APPENDIX B</b>	Preferential procurement policy	B1-B6
<b>APPENDIX C</b>	Contract Data Pertaining to targeted procurement	C1-C8

## MHLONTLO LOCAL MUNICIPALITY



### T1.1: TENDER INVITATION

PROJECT NAME	CONTRACT NUMBER	ADVERT DATE	SITE BRIEFING/ INSPECTION DATE	TENDER CLOSING DATE	REQUIRED CIDB GRADING
Construction of Nxotwe-Nkonkabi Access Road	R/EC/307200-19/20	16 <sup>th</sup> August 2019	28 <sup>th</sup> August 2019  10h00 AM  Qumbu Foyer	10 <sup>th</sup> September 2019  12h00 PM	6 CE PE or higher

Suitably qualified, capable and experienced tenderers are hereby invited to tender for the construction of the above projects. The above project is situated in Mhlontlo Local Municipality within O.R. Tambo District Municipality.

Tenderers must take particular note of the following:

- Tenderers are required to submit valid SARS Tax Clearance Certificate or Pin with the tender in order to be considered.
- Tenders must declare performance guarantee as per contract
- Tenderers are required to submit the Company Profile.
- Tenderers are required to submit proof of registration with CIDB.
- A valid original B-BBEE status level verification certificate or a certified copy thereof, sustaining the B-BBEE rating issued by a verification agency accredited by SANAS (South African Nation Accreditation system).
- Submit Joint Venture agreement in the case of joint venture.
- Tenderers are required to submit the methodology
- Tenderers must submit all the requirement as per returnable schedules and must be attached in a relevant page

- Submit Proof of Municipal rates no later than one month
- Submit Central Supplier Database Report not later than one month
- Failure to submit a comprehensive JV agreement (where applicable) individual partners are to comply and submit all relevant documents
- A pre-qualification criteria for preferential is applicable, therefore a minimum appointed service providers would be required sub-contract part of their works to the designated groups contemplated in terms of regulations 20A

Failure to supply all supplementary information may result in the tender being deemed an incomplete tender and may not be considered forward.

Tender documents will be available as from **16<sup>th</sup> August 2019** from [www.etender.gov.za](http://www.etender.gov.za) and [www.mhlontloim.gov.za](http://www.mhlontloim.gov.za).

### Evaluation Criteria

Tenderers will be evaluated for functionality and those who score equal or more than 70% will be considered for price and equity.

COMPETENCE	TOTAL SCORE	REQUIRED EVIDENCE	SCORE
Availability of Plant and Equipment  Note: Proof of ownership the firm's equipment must be attached and failure to do so will result in forfeiting the plant points	25	Grader X1	5
		TLB X1	5
		Tipper Truck X5	5
		Excavator X1	5
		Water TankerX2	5
		Leasing with proof of all the above	10
		None of the above	0
Company experience in terms of projects completed	25	Five(5) projects upwards	25
		Four Projects	20

COMPETENCE	TOTAL SCORE	REQUIRED EVIDENCE	SCORE
		Three projects	15
		Two projects	10
		One project	5
		None of the above	0
Key Personnel and Qualification	20	Project Manager/Contract Manager: (ND Civil Eng. or Equivalent)	10
		Health and Safety Officer (OHS Cert)	4
		Site Foreman (Skill)	6
		None of the above	0
Quality of methodology relevant to assignment step by step with time frames	30	A fully detailed methodology aligned to the Terms of Reference with clear milestones and time frames.	30
		Basic methodology with time frames	10
		Unclear methodology with no time frames	0
<b>TOTAL</b>	<b>100</b>	Minimum	70

Preferential Procurement Regulations, 2011 Pertaining to the MFMA will apply.

**80 points for price**

**20 points for B-BBEE status level contributor. The joint venture company needs to submit a consolidated B-BBEE certificate in order to store B-BBEE points.**

All tenders shall hold good for 90 days after tender closing date. The Council is not bound to accept the lowest or any tender and or part thereof and the Council reserves the right to accept any tender in whole or in part. All

electronic, telegraphic, telefax, e-mail and late tenders will not be considered and tenders not deposited in the tender box as prescribe in this notice will not be considered as well.

For enquiries regarding bid documents, please contact Mr. T Mbono at 047 553 7000.

For technical enquiries please contact the Technical Services of Mhlontlo Local Municipality, Ms Z. Petse @ 047 553 7000/ 047 542 0192

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Municipal Manager  
Mr S.G. Sotshongaye  
Mhlontlo Local Municipality  
P.O. Box 31  
Qumbu  
5180

**MHLONTLO LOCAL MUNICIPALITY**  
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## **T1.2 Tender Data**

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

### **The additional conditions of tender are:**

<b>Clause number</b>	<b>Tender Data</b>
F.1.1	The employer is <b>MHLONTLO LOCAL MUNICIPALITY</b>
F.1.2	<p>The tender documents issued by the employer comprise:</p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedules</p> <p><b>Part 1: Agreements and contract data</b></p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p>C1.3 Form of Guarantee</p> <p><b>Part 2: Pricing data</b></p> <p>C2.1 Pricing instructions</p> <p>C2.2 Activity schedules / Bills of Quantities</p> <p><b>Part 3: Scope of work</b></p> <p>C3 Scope of work</p> <p><b>Part 4: Site information</b></p> <p>C4 Site information</p>
F.2.1	<p>Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a civil engineering class of construction work, are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"><li>1. every member of the joint venture is registered with the CIDB;</li><li>2. the lead partner has a contractor grading designation in the civil engineering class of construction work; and</li><li>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a civil engineering class of construction work.</li></ol>
F.2.1	<p>The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders:</p> <p>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a civil engineering class of construction work;</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"><li>1. every member of the joint venture is registered with the CIDB;</li><li>2. the lead partner has a contractor grading designation in the civil engineering class of construction work; and</li><li>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a civil engineering class of construction work.</li></ol>
F.2.1	<p>Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a civil engineering class of construction work and are registered with the CIDB as having a track record, are eligible to submit tenders.</p>



F.2.7 The arrangements for a compulsory site meeting are as stated in the Tender Notice and Invitation to Tender.

Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.

F.2.12 If tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.

F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as original, plus 0 copies.

F.2.13.5 The employer's address for delivery of tender offers and identification details to be shown on each  
F2.15.1 tender offer package are:

**Bid Box at the  
Offices of the Mhlontlo Local Municipality  
96 Lungile General Mabindla Street  
Qumbu  
5180**

F.2.13 A two-envelope procedure will not be followed.  
F.3.5

F.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

F.2.15 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F.2.16 The tender offer validity period is 90 days.

F.2.18 The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.

F.2.23 The tenderer is required to submit with his tender:

- 1) a Certificate of Contractor Registration issued by the Construction Industry Development Board.
- 2) where the tendered amount inclusive of VAT exceeds R 10 million:
  - i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;
  - ii) a certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
  - iii) particulars of any contracts awarded to the tenderer 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;
  - iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

- F.3.4 Tenders will be opened immediately after the closing time for tenders at **Mhlontlo Local Municipality, 96 Lungile General Mabindla Street, Qumbu, 5180.**
- F.3.11 The procedure for the evaluation of responsive tenders is Method 2
- F3.13.1 Tender offers will only be accepted if:
- a) the tenderer's tax matters have been declared by the South African Revenue Service to be in order;
  - b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
  - c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
  - d) the tenderer has not:
    - i) abused the Employer's Supply Chain Management System; or
    - ii) failed to perform on any previous contract and has been given a written notice to this effect; and
  - e) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
- F.3.18 The number of paper copies of the signed contract to be provided by the employer is one.

## **Annexure: Standard Conditions of Tender**

*(As contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement)*

### **F.1 General**

#### **F.1.1 Actions**

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

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

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

#### **F.1.3 Interpretation**

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

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

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

- a) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

#### **F.1.4 Communication and employer's agent**

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

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

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

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

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

### **F.2.1 Eligibility**

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

### **F.2.2 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 additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

### **F.2.12 Alternative tender offers**

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

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

### **F.2.13 Submitting a tender offer**

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

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

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

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

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

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

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

**F.2.13.8** Accept that the employer 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.

**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), prefabricating 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.3.11 Evaluation of tender offers

#### F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

F.3.11.1 & F.3.11.2	<p>The procedure for the evaluation of responsive tenders is Method 2 (Financial Offer and Preferences):</p> <p>a) Price/Financial Score the financial offers of remaining responsive tender offers using the following formula: <math>N_{FO} = W_1 \times A</math> where: <math>N_{FO}</math> = the number of tender evaluation points awarded for the financial offer. <math>W_1</math> = the maximum possible number of tender evaluation points awarded for the financial offer and equals:</p> <p>i) <b>90</b> where the financial value inclusive of VAT of all responsive tenders received is in excess of R50 000,000 or <b>80</b> where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 50 000,000.00</p>
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	A = a number calculated using either formulas 1 or 2 below, whichever is relevant.			
	<b>Formula</b>	<b>Comparison aimed at achieving</b>	<b>Option 1</b>	<b>Option 2</b>
	1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$
	2	Lowest price or percentage commission / fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$
	where: Pm = the comparative offer of the most favourable tender offer. P = the comparative offer of tender offer under consideration.			
	b) Preference Up to 100 minus W <sub>3</sub> tender evaluation points will be awarded to Tenderers who are found to be eligible for the preference points claimed.			
F.3.11.3	The quality criteria, minimum and maximum score in respect of each of criteria shall be as follows:			
	<b>Quality criteria</b>	<b>Sub-criteria</b>	<b>Minimum number of points</b>	<b>Maximum number of points</b>
	Availability of key (major) plant and equipment		7	10
	Contract execution and quality	Contract programme	7	10
		Quality Plan and Control	7	10
	Experience of the key staff (assigned personnel) in relation to the scope of work	General qualifications	7	10
		Adequacy for the assignment	7	10
	Experience with respect to specific aspects of the project / comparable projects		35	50
	Possible score for quality		<b>70</b>	<b>100</b>
	Quality shall be scored independently by not less than three evaluators as detailed below. Scores of 40, 70, 90 or 100 shall be allocated to each of the criteria and sub-criteria based on the indicators contained in these schedules. <b>NB: A score of zero shall be allocated where no information is provided for evaluation.</b>			
	The scores of each of the evaluators shall then be averaged and then totalled to obtain the final score for quality. <b>To qualify to be considered further, a Tenderer must score at least a total score higher than or equal to the minimum number of points for quality as shown above. Submissions that do not meet these criteria will not be considered in further evaluations and thus declared non-responsive.</b>			
	The scoring of the Tenderer's Availability of key (major) plant and equipment will be as follows ( <b>NB: Ownership of plant and equipment will only be accepted if a verifiable list of assets shows such plant and equipment. Assurance of availability/use of hired plant and equipment shall only be considered acceptable if there is a <u>firm undertaking</u> from a plant hire company that, should the bidder be successful in this Bid, the plant hire company will provide the listed plant and equipment. Such undertaking shall also include a list of equipment that would be availed to the bidder upon success of its Bid. A mere list of plant and equipment to be hired will not suffice.</b> ):			

<b>Poor</b> (score 40)	Tenderer does not <u>own</u> any (primary and secondary) of the required key (major) plant and equipment, and cannot <u>assure</u> use of hired plant and equipment during the contract period.
<b>Satisfactory</b> (score 70)	Tenderer owns primary required key (major) plant and equipment or can guarantee use of primary required key (major) plant and equipment for duration of the contract period but DOES NOT own secondary required key (major) plant and equipment, and CANNOT assure use of hired plant and equipment during the contract period.
<b>Good</b> (score 90)	Tenderer owns ALL (primary and secondary) required key (major) plant and equipment or can guarantee use of ALL (primary and secondary) required key (major) plant and equipment for duration of the contract period.
<b>Very good</b> (score 100)	Tenderer owns primary and secondary that are more advanced and efficient than the required primary and secondary key (major) plant and equipment or can guarantee use of such advanced primary and secondary plant and equipment for duration of the contract period.

The scoring of the Contract execution and quality plan (method statement) shall be as follows:

	<b>Contract Programme</b>	<b>Quality Plan</b>
<b>Poor</b> (score 40)	The activity schedule omits important tasks or the timing of the activities and correlation among them are inconsistent with project deliverables. There is lack of clarity and logic in the sequencing.	The quality approach and/or methodology are poor/is unlikely to satisfy project objectives or requirements. The Tenderer has misunderstood certain aspects of the Scope of Work and/or does not deal with the critical aspects of the project.
<b>Satisfactory</b> (score 70)	All key activities are included in the activity schedule, but are not detailed. There are minor inconsistencies between timing and project deliverables.	The quality approach is generic and not tailored to address the specific project objectives and requirements. The quality plan does not adequately deal with the critical characteristics of the projects.
<b>Good</b> (score 90)	The work plan fits the project deliverables well; all important activities are indicated in the activity schedule and their timing and sequencing is appropriate and consistent with project objectives and requirements. There is a fair degree of detail that facilitates understanding of the proposed work plan.	The quality plan is specifically tailored to the critical characteristics of the projects.
<b>Very good</b> (score 100)	Besides meeting the "good" rating, decision points and the sequencing and timing of activities are very well defined, indicating that the Tenderer has optimized the use of resources. The work plan permits flexibility to accommodate contingencies.	Besides meeting the "good" rating, the important quality issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge of state-of-the-art approaches.

The scoring of the experience of key personnel will be as follows:

	<b>General qualifications</b> (Greater weighting will be given to the team leader)	<b>Adequacy for the assignment</b> (Greater weighting will be given to the team leader)	<b>Knowledge of issues pertinent to the project</b> (Greater weighting will be given to the team leader)
<b>Poor</b> (score 40)	Key staff have limited levels of general experience.	Key staff have limited levels of project specific education, training and experience.	Key staff have limited experience of issues pertinent to the project.

<b>Satisfactory</b> (score 70)	Key staff have reasonable levels of general experience.	Key staff have reasonable levels of project specific education, training and experience.	Key staff have reasonable experience of issues pertinent to the project.
<b>Good</b> (score 90)	Key staff have extensive levels of general experience.	Key staff have extensive levels of project specific education, training and experience.	Key staff have extensive experience of issues pertinent to the project.
<b>Very good</b> (score 100)	Key staff have outstanding levels of general experience.	Key staff have outstanding levels of project specific education, training and experience.	Key staff have outstanding experience of issues pertinent to the project.

The scoring of the Tenderer's experience will be as follows (\* **NB – similar project refers to projects involving the construction of roads**):

<b>Poor</b> (score 40)	Tenderer has limited experience (has handled individual <b>similar projects*</b> of less than 75% of the estimated value of the Works).
<b>Satisfactory</b> (score 70)	Tenderer has handled individual <b>similar projects*</b> of the range over 75% to 100% of the estimated value of the Works, or has handled only one similar project of up to the estimated value of this Contract.
<b>Good</b> (score 90)	Tenderer has handled individual <b>similar projects*</b> of the range over 100% to 120% of the estimated value of the Works.
<b>Very good</b> (score 100)	Tenderer has outstanding experience in projects of a similar nature (has handled individual <b>similar projects*</b> in excess of 120% of the estimated value of the Works).

#### F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories in accordance with the Tender Data and calculate total score for quality.

#### F.3.12 Insurance provided by the employer

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

### **F.3.13 Acceptance of tender offer**

**F.3.13.1** Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

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

### **F.3.14 Notice to unsuccessful tenderers**

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their tender offers have not been accepted.

### **F.3.15. Prepare contract documents**

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

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

### **F.3.16 Issue final contract**

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

### **F.3.17 Complete adjudicator's contract**

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

### **F.3.18 Provide copies of the contracts**

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

**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**

**CONTRACT NO: R/EC/307200-19/20**

<b>PART T2 : RETURNABLE DOCUMENTS</b>
---------------------------------------

**T2.1 List of Returnable Documents**

**T2.2 Returnable Schedules**

**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**  
**CONTRACT NO: R/EC/307200-19/20**

<b>T2.1 : LIST OF RETURNABLE DOCUMENTS</b>
--

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnables are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return **all information requested**.

**1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (included hereafter for completion)**

Schedule : 1A	Authority for Signatory
Schedule : 1B	Certificate of Attendance at Clarification Meeting
Schedule : 1C	Record of Addenda to Tender Documents
Schedule : 1D	Personnel Schedule
Schedule : 1E	Schedule of Plant and Equipment available for the contract
Schedule : 1F	Schedule of Tenderer's experience
Schedule : 1G	Estimated Monthly Cash-flow
Schedule : 1H	Schedule of Proposed Sub contractors
Schedule : 1I	ABE Declaration Affidavit
Schedule : 1J	Women Equity Declaration Affidavit
Schedule : 1K	Confirmation of Affirmable Business Enterprise / Priority Enterprise / Local Enterprise Registration
Schedule : 1L	Compulsory Enterprise Questionnaire
Schedule : 1M	Particulars of Tenderer
Schedule : 1N	General Technical information
Schedule : 1P	Information required by MHLONTLO LOCAL MUNICIPALITY

**2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES (to be attached with submission)**

Schedule : 2A	Documents of Incorporation
Schedule : 2B	Tax Clearance Certificate
Schedule : 2C	Preliminary Health and Safety Plan
Schedule : 2D	Project Methodology
Schedule : 2E	Proof of CIDB grading

**3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (to be attached with submission)**

Schedule : 3A	Curriculum Vitae of Personnel
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**4. OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)**

- C1.1 : Form of Offer and Acceptance
- C1.2 : Contract Data (Part 1 & Part 2)
- C1.3 : Form of Guarantee
- C2.1 Pricing Instructions
- C2.2 Bill of Quantities
- C2.3 Daywork Schedule

**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**  
**CONTRACT NO: R/EC/307200-19/20**

**SCHEDULE 1A : AUTHORITY FOR SIGNATORY**

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

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

**A. 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.

**As witnesses :**

- |    |       |            |       |
|----|-------|------------|-------|
| 1. | ..... | Chairman : | ..... |
| 2. | ..... | Date :     | ..... |

**B. 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 .....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



**C. Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms ....., authorised signatory of the company ....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract ..... 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 & CAPACITY

**D. Certificate for Sole Proprietor**

I, ..... hereby confirm that I am the sole owner of the business trading as .....

**As witnesses:**

1. .... Signature : Sole owner : .....  
2. .... Date : .....

**E. 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 ..... 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 who rests the direction of the affairs of the Partnership as a whole.

**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**  
**CONTRACT NO: R/EC/307200-19/20**

<b>SCHEDULE 1B : CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING</b>
---

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 .....

..... (Location) on ..... (date), starting at .....

We acknowledge that the purpose of the meeting was to acquaint ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for 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 persons at the meeting is confirmed by the Employer's representative, namely:

Name .....	Signature .....
------------	-----------------

Capacity .....	Date & Time .....
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**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**  
**CONTRACT NO: R/EC/307200-19/20**

**SCHEDULE 1C : RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**  
**CONTRACT NO: R/EC/307200-19/20**

**SCHEDULE 1D : PERSONNEL SCHEDULE**

<b>Job Description</b>	<b>Non-Local</b>	<b>Local</b>
Contract Manager		
Site Agent		
Quantity Surveyor		
Surveyors		
General Foreman		
Foremen		
Community Officers		
Clerks		
Operators		
Bricklayers		
Learner Bricklayers		
Steel fixers		
Watchmen		
Gang Bosses		
Pipe Layers		
Labourers		
* Other		
* Other		
* Other		

\* To be filled in by Tenderer

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**  
**CONTRACT NO: R/EC/307200-19/20**

## SCHEDULE 1E : SCHEDULE OF PLANT AND EQUIPMENT

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

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

Quantity	Description, Size, Capacity, etc

Attach additional pages if more space is required.

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

Quantity	Description, Size, Capacity, etc

Attach additional pages if more space is required.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**  
**CONTRACT NO: R/EC/307200-19/20**

**SCHEDULE 1F : SCHEDULE OF TENDERER'S EXPERIENCE**

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

<b>Employer, contact person and telephone number</b>	<b>Description of Contract</b>	<b>Value of Work Inclusive of VAT (Rand)</b>	<b>Date Completed</b>

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**  
**CONTRACT NO : R/EC/307200/18/19**

<b>SCHEDULE 1G : ESTIMATED MONTHLY CASH-FLOW</b>
--

The Tenderer shall state below the estimated value of work to be completed every month, based on his preliminary programme and his tendered unit rates.

The amounts for Contingencies and Contract Price Adjustment must not be included. The Tenderer must make note of any cash-flow restrictions.

MONTH	VALUE
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
TOTAL	

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**  
**CONTRACT NO: R/EC/307200-19/20**

**SCHEDULE 1H : SCHEDULE OF PROPOSED SUBCONTRACTORS**

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

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

No.	Name and Address of Proposed Subcontractor	Nature and Extent of Work	Previous Experience with Subcontractor
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Signed .....

Date .....

Name .....

Position .....

Tenderer .....



**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**  
**CONTRACT NO: R/EC/307200-19/20**

**SCHEDULE 1I: ABE DECLARATION AFFIDAVIT**

- Name of ABE Firm** :
- a) Postal Address : .....
- b) Physical Address : .....
- c) Telephone : .....
- d) Fax : .....
- e) e-mail : .....
- f) Contact Person : .....
- g) Company registration number# : .....
- h) Company/enterprise income tax reference number\*: .....
- i) VAT Registration Number : .....

Type of firm  
(Tick one box)

- ☐ Partnership
- ☐ One person business/sole trader
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

2. Principle business activities.....  
.....  
.....
3. What is the enterprise's annual average turnover (excl. VAT) during the lesser of the period for which the business has been operating or the previous three financial years : R .....

**NOTE:** In the case of professional service providers, the turnover is to exclude any turnover generated in respect of out sourced activities which the enterprise does not have the in-house competence and expertise to perform.

4. Company classification  
(Tick one box)

- ☐ Contractor who generates more than 75 % of turnover as a Prime Contractor
- ☐ Contractor who generates less than 25 % of turnover as a Prime Contractor  
(i.e. a subcontractor)
- ☐ Labour-only subcontractors
- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers e.g. transporter

5. Date on which the enterprise was established? .....

6. List all partners, proprietors and shareholders by name, identity number, citizenship, PDI status and ownership, as relevant.

NAME	IDENTITY NUMBER	CITIZEN- SHIP	PDI* (YES / NO)*	DATE OF OWNERSHIP	% OWNED	VOTING %

NOTE: Where owners are themselves a company or partnership, identify the ownership of the holding

7. Street addresses of all facilities used by the firm (e.g. warehouses, storage spaces, offices etc.)

**Address**

**Facility**

7.1 .....  
7.2 .....  
7.3 .....

8. Do you share any facilities? ☐ YES ☐ NO (Tick one box)

If YES; which facilities are shared? .....

With whom do you share facilities (name of firm / individuals) .....

.....

.....

what are the other firms principal business activities? .....

.....

.....

9. Describe all property agreements relating to facilities used by the firm and the nature of the agreements indicating whether facilities are owned or leased by the firm:

FACILITY	MONTHLY RENTAL AMOUNT	OWNER	AGREEMENT TYPE (VERBAL/WRITTEN)

10. Is the Firm registered or does it have a business licence(s)? (Tick one box)

☐ YES      ☐ NO

If YES, detail and quote relevant reference numbers and dates.

.....

.....

.....

.....

.....

11. Detail all trade associations / professional bodies / business associations in which you have membership:

.....

.....

.....

12. Did the Firm exit under a previous name? (Tick one box)

☐ YES      ☐ NO

If YES,      •      what was its previous name? .....

                 •      why was it changed? .....

List of previous owners / partners / directors? .....

.....

.....

.....

13. Complete the following information for each partner, proprietor, shareholder, director and officer of the firm (viz. chairman, secretary, director etc.)

TITLE	NAME	PDI STATUS (YES / NO)*	% OF TIME DEVOTED TO THE FIRM

\* State YES or NO

14. Identify any owner or management office bearer who has an ownership interest in another Firm.

OWNER/ MANAGER	NAME AND ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OF OWNERSHIP	TYPE OF BUSINESS OF OTHER FIRM

NOTE: the sum of the average annual turnovers of all business concerns which engage in the same category of business (i.e. prime contractor, subcontractor, supplier, manufacturer, etc.) and which are under the control of PDI's within the business and Affiliated Entities must not exceed 1,5 times the turnover limits provided for.

15. Identify any owner or management official who is an employee of or has duties in another business enterprise

NAME	DUTIES AS EMPLOYEE IN OTHER FIRM	NAME AND ADDRESS OF OTHER FIRM	TYPE OF BUSINESS OF OTHER FIRM

16.1 How many permanent staff members are employed by the Firm?

Full time: .....

Part time: .....

16.2 How many staff members have joined the Firm in the last 6 months?

Full time: .....

Part time: .....

17. List the major items of equipment, plant and vehicles owned by the Firm.

ITEM	QUANTITY	PRESENT FINANCIAL LIABILITY (Rands)

18. Identify by name, PDI status and length of service, those individuals in the Firm (including owners and non-owners) responsible for day-to-day management and business decisions.

DESCRIPTION	NAME	PDI STATUS (YES / NO)*	LENGTH OF SERVICE (YEARS)
<b>FINANCING DECISIONS</b>			
CHEQUE SIGNING			
SIGNING AND CO-SIGNING FOR LOANS			
ACQUISITION OF LINES OF CREDIT			
SURETIES			
MAJOR PURCHASE OR ACQUISITIONS			
SIGNING CONTRACTS			
<b>MANAGEMENT DECISIONS</b>			
ESTIMATING			
MARKETING AND SALES OPERATIONS			
HIRING AND FIRING OF MANAGEMENT PERSONNEL			
HIRING AND FIRING OF NON-MANAGEMENT PERSONNEL			
SUPERVISION OF OFFICE PERSONNEL			
SUPERVISION OF FIELD/PRODUCTION ACTIVITIES			

\* State YES or NO

19. List the following personnel of firms who provide the following services:

SERVICE	NAME	CONTACT PERSON	TELEPHONE
ACCOUNTING			
LEGAL			
AUDITING			
BANKING			
INSURANCE			

20. Identify any amounts of money loaned to your Firm, indicating the loan source, date and amount.

LOAN SOURCE	ADDRESS	DATE OF LOAN	LOAN AMOUNT

21. List a maximum of five contracts which your Firm is presently engaged in and have not yet completed.

CONTRACT DESCRIPTION	LOCATION	EMPLOYER	CONTRACT AMOUNT	EXPECTED COMPLETION (MONTH AND YEAR)

22. List the four largest contracts/assignments completed by your Firm in the last three years.

WORK PERFORMED	FOR WHOM	CONTACT PERSON AND TELEPHONE NUMBER	CONTRACT / FEE AMOUNT

**DECLARATION (to be signed in the presence of a Commissioner of Oaths)**

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the Firm, confirms that the Firm complies in all respects with the requirements for registration as an Affirmable Business Enterprise as defined, and the contents of this Affidavit are within my personal knowledge, and save where state otherwise are to the best of my belief both true and correct.

Signature

Duly authorised to sign on behalf of

Address

Telephone

Signed and sworn to before me at \_\_\_\_\_ on  
this the \_\_\_\_\_ day of \_\_\_\_\_ by the Deponent, who has  
acknowledged that he/she knows and understands the contents of the Affidavit, that it is true and correct to the  
best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed  
oath will be binding on his/her conscience.

Commissioner of Oaths

**NOTE:**

All pages of this Affidavit must be initialed by both the Deponent and the Commissioner of Oaths

**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**  
**CONTRACT NO: R/EC/307200-19/20**

<b>SCHEDULE 1J: WOMAN EQUITY DECLARATION AFFIDAVIT</b>
--

Employer : .....

Contract description : .....

Contract number : .....

Project reference number : .....

Name of firm: : .....

a) Postal Address : .....

.....

b) Physical Address : .....

.....

c) Telephone : .....

d) Fax : .....

e) E-mail : .....

f) Contact Person : .....

g) Company/enterprise income tax reference number\* .....

h) VAT registration number .....

i) Company registration number .....

1.1 Type of firm

- ☐ Partnership
- ☐ One person business/sole trader
- ☐ Close corporation
- ☐ Company
- ☐ Pty Limited
- (Tick one box)





1.5 Street addresses of all facilities used by the firm (e.g. warehouses, storage spaces, offices etc)

	Address	Facility
1.5.1	.....	.....
1.5.2	.....	.....
1.5.3	.....	.....

1.6 Do you share any facilities? ☐ Yes ☐ No (tick one box)

If yes; which facilities are shared? .....

With whom do you share facilities (name of firm/individuals) .....

.....

.....

.....

What are the other firms principal business activities? .....

.....

.....

.....

1.7 Is the firm registered or does it have a business licence(s)? (Tick one box)

☐ Yes ☐ No

If yes, detail and quote relevant reference numbers and dates.

.....

.....

.....

1.8.....Complete the following information for each Women Executive Director of the firm.

TITLE	NAME	% OF TIME DEVOTED TO THE FIRM	HOME ADDRESS

- 1.9 Identify any owner or management office bearer who has an ownership interest in another firm.

OWNER/ MANAGER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OF OWNER- SHIP	TYPE OF BUSINESS OF OTHER FIRM

- 1.10. Identify any owner or management official who is an employee of or has duties in another business enterprise.

NAME	DUTIES AS EMPLOYEE IN OTHER FIRM	NAME AND ADDRESS OF OTHER FIRM	TYPE OF BUSINESS OF OTHER FIRM

- 1.11 How many permanent staff members are employed by the firm:

Full time: .....

Part time: .....

- 1.12 List the major items of equipment, plant and vehicles owned by the firm.

ITEM	QUANTITY

1.13 List the four largest contracts/assignments completed by your firm in the last three years.

WORK PERFORMED	FOR WHOM	CONTACT PERSON & TELEPHONE NUMBER	CONTRACT/FEE AMOUNT

## 2. WOMEN EQUITY OWNERSHIP CLAIMED

2.1 Women Equity Ownership (WEO) ..... %

2.2 Points claimed in accordance with the following formula

Contracts > R500 000 No =  $0,0333 \times (\text{WEO} - 25)$  .....

Contracts ≤ R500 000 No =  $0.0666 \times (\text{WEO} - 25)$  .....

### DECLARATION (to be signed in the presence of a Commissioner of Oaths)

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Firm, confirms that the Firm complies in all respects with the requirements for registration as an Affirmable Business Enterprise as defined, and the contents of this Affidavit are within my personal knowledge, and save where state otherwise are to the best of my belief both true and correct.

Signature .....

Duly authorised to sign on behalf of .....

Address .....

Telephone .....

Signed and sworn to before me at ..... on

this the ..... day of ..... by the Deponent, who has

acknowledged that he/she knows and understands the contents of the Affidavit, that it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience

Commissioner of Oaths .....

**NOTE:** All pages of this Affidavit must be initialed by both the Deponent and the Commissioner of Oaths

**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**  
**CONTRACT NO: R/EC/307200-19/20**

**SCHEDULE 1K: CONFIRMATION OF AFFIRMABLE BUSINESS ENTERPRISE / PRIORITY  
ENTERPRISE / LOCAL ENTERPRISE REGISTRATION**

**IMPORTANT:** Should the particulars of the firm have changed from the last date of registration; the full Enterprise Registration Affidavit (Form DF10) must be completed.

**DECLARATION (to be signed in the presence of a Commissioner of Oaths)**

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

- the firm complies in all respects with the requirements for registration as an Affirmable Business Enterprise / Priority Enterprise (delete that which is not applicable) as defined, and
- the contents of this Affidavit are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Signature .....

Duly authorised to sign on behalf of .....

Address .....

.....

.....

Telephone .....

Signed and sworn to before me at ..... on

this the ..... day of ..... by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, that it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Commissioner of oaths .....

**NOTE: This Affidavit must be initialed by both the Deponent and the Commissioner of Oaths.**

• The firm's registration number(s) are as follows:	
<b>Name of Registering Authority</b>	<b>Registration Number</b>

**MHLONTLO LOCAL MUNICIPALITY**

**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**

**CONTRACT NO: R/EC/307200-19/20**

**SCHEDULE 1L : COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

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

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record of service of the state**

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

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

\* Insert separate page if necessary

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

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

- |  |   |
|--|---|
| <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 Province | <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            | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

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

\* Insert separate page if necessary

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

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



**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**  
**CONTRACT NO: R/EC/307200-19/20**

<b>SCHEDULE 1M: PARTICULARS OF TENDERER</b>
---

Tenderer: .....

Address: .....

.....

.....

.....

Contact Person: .....

Telephone Number: .....

Fax Number: .....

Bank: .....

Branch: .....

Name of Cheque Account: .....

Cheque Account Number: .....

Contact Person: .....

Telephone Number: .....

Guarantee: .....

Branch: .....

Contact Person: .....

Telephone Number: .....

VAT Registration No: .....

Attach original Tax Clearance Certificate to this page

Attach a letter from your bank to this page clearly stating your financial rating according to the codes on page ii, which must also be completed.

.....

**DATE**

.....

**SIGNATURE OF TENDERER**

**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**  
**CONTRACT NO: R/EC/307200-19/20**

<b>SCHEDULE 1N: SCHEDULE OF GENERAL TECHNICAL INFORMATION</b>
---

The following material will be used should I/we be awarded the Contract:

ITEM	MATERIAL	TRADE NAME & CATALOGUEIS	MATERIAL ACCORDING TO SPECIFICATION	COUNTRY OF ORIGIN
1	Distribution boards			
2	Distribution Equipment			
3	Isolators			
4	Contactors			
5	Wiring channels			
6	Cables			
7	Power skirtings			
8	Conduit			
9	Conduit fittings			
10	Light switches			
11	Sockets			
12	Photocell switches			
13	Light fittings:			
	TYPE: F1			

**MHLONTLO LOCAL MUNICIPALITY**

**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**

**CONTRACT NO: R/EC/307200-19/20**

<b>SCHEDULE I P : INFORMATION REQUIRED BY MHLONTLO LOCAL MUNICIPALITY</b>	
	<b>SUPPLIER ASSESSMENT</b>
<b>1. Relevant experience</b> - no of yrs in the industry - service, installation and/or support capability (indicate details of contact person for verification)	
<b>2. Performance against competitors</b> (Assess the company in relation to competitor companies used for the relevant services).	
<b>3. Supplier References</b> (Obtain written reference from three other clients in terms of quality of services rendered)	
<b>4. Financial viability assessment</b> Obtain the company's latest annual financial statements and calculate the following ratios for the past 2 years: - Profit margin - Debt/Equity ratio - Interest cover - EBITDA margin - Current Ratio - ROCE	
<b>5. Is this an ISO registered company</b> (If yes state date and type of certification)	
<b>6. Logistic capability including locations &amp; resources</b> (List number and location of offices, number of staff employed and skills and qualifications of staff required to render the relevant service)	
<b>7. Black economic Empowerment</b> (See attached questionnaire)	

8. Other relevant comments	
----------------------------	--

**MHLONTLO LOCAL MUNICIPALITY**

**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**

**CONTRACT NO: R/EC/307200-19/20**

<b>QUESTIONNAIRE BLACK ECONOMIC EMPOWERMENT</b>	
The name of your business	
Registration number (CC or company)	
DTI registration/reference number	
VAT registration number	
Income tax registration number	
Physical address	
Postal address	
Contact person	
Contact numbers: Telephone Fax E-mail	
Type of procurement	

Date on which you completed this questionnaire	
--	--

**A INTRODUCTION**

- The information provided in this questionnaire will be treated as confidential and will not be disclosed to any third parties.
- The information will be used only for the purposes of assessing your company in terms of our Black Economic Empowerment criteria.
- MHLONTLO LOCAL MUNICIPALITY reserves the right to request additional information or documents, or to perform audit procedures to substantiate or verify any of the information provided in the questionnaire.
- A copy of the completed questionnaire must be signed on behalf of your business by a duly authorised signatory.

**MARK THE RELEVANT “YES” AND “NO” BOXES WITH AN X**

**B GENERAL INFORMATION**

Please provide us with background information regarding your company by answering the following questions:

1. Is the company currently classified by any definition as a Black Empowerment (BE) company?

<input type="checkbox"/>	YES
<input type="checkbox"/>	NO

If yes, state by whom? \_\_\_\_\_  
\_\_\_\_\_

2. Who has provided the BE classification for the company?

<input type="checkbox"/>	Government
<input type="checkbox"/>	Parastatals
<input type="checkbox"/>	Listed companies
<input type="checkbox"/>	Other

2. Is the business a:

<input type="checkbox"/>	Public company (i.e. Ltd)
<input type="checkbox"/>	Private company (i.e. (Pty) Ltd)
<input type="checkbox"/>	CC
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Single owner

3. What was your gross turnover in your last financial year?

**Please attach the following documents to the questionnaire:**

Appendix A: Copies of letters of certificates from entities that have provided you with a BE classification.

Appendix B: A letter from your auditors and/or published annual report confirming your gross turnover, where possible.

**C EQUITY**

5. How many **issued** shares are there in the business?

Where the term “shares” is not applicable, express member's interest in quantity (not percentage) assuming that the business has 100 shares (i.e. one share for every percentage of ownership)

6. How many of the above “shares” are BE (Black Empowerment) shares?

7. We require further information regarding the corporate structure. If applicable, what percentage of shares is BE in the:

Holding company

<input type="checkbox"/>	0%
<input type="checkbox"/>	1 – 10%
<input type="checkbox"/>	11 – 30%
<input type="checkbox"/>	31 – 50%
<input type="checkbox"/>	51 – 70%
<input type="checkbox"/>	71 – 80%
<input type="checkbox"/>	> 80%

Subsidiary company

<input type="checkbox"/>	0%
<input type="checkbox"/>	1 – 10%
<input type="checkbox"/>	11 – 30%
<input type="checkbox"/>	31 – 50%
<input type="checkbox"/>	51 – 70%
<input type="checkbox"/>	71 – 80%
<input type="checkbox"/>	> 80%

8. Have you formed alliances with BE entities through partnering, joint ventures or other similar initiatives?

<input type="checkbox"/>	YES
<input type="checkbox"/>	NO

9. Are the above alliances with

<input type="checkbox"/>	Listed companies
<input type="checkbox"/>	Private companies
<input type="checkbox"/>	CC's
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individuals

**Please attach the following documents to the questionnaire:**

Appendix C: An organogram reflecting your company and its holding and subsidiary companies

Appendix D: A list of BE entities with whom you are partnering through joint ventures or other similar initiatives, indicating the nature of the relationship with each.

## D MANAGEMENT

10. Does management own "shares" or members interest, as defined above?

<input type="checkbox"/>	YES
<input type="checkbox"/>	NO

11. How many "shares" does management hold?

12. How many of there "shares" are held by historically disadvantaged (HD) managers?

Historically disadvantaged (HD) is defined as Indian, Coloured & Black who is South African of descent.

Management: in relation to an enterprise or business, means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

## **E EMPLOYMENT EQUITY**

13. Does the company have an employment equity programme?

<input type="checkbox"/>	YES
<input type="checkbox"/>	NO

14. What is the total number of permanent employees in the company?

15. How many of these employees are historically disadvantaged (HD)?

16. How many of the permanent employees are disabled?

17. How many permanent employees are at management level or can be classified as professional?

18. How many of the permanent staff that are management or are professional are HD?

19. How many people qualify as board and senior management members?

20. How many people of the board and senior management are HD?

## **F PROCUREMENT**

21. Does your company have a formalised procurement policy to support be (Black Empowerment)?

<input type="checkbox"/>	YES
<input type="checkbox"/>	NO

22. How much have you spent on purchases for operational purposes in the past 12 months?

23. How much have you spent on capital expenditure in the past 12 months?

24. How much (rand value) was spent with BE (black empowerment) Companies?

**Please attach the following document to the questionnaire:**

Appendix E: A list of the BE companies from which purchases were made in the past 12 months.

## **G RDP, SOCIAL RESPONSIBILITY AND SOCIAL UPLIFTMENT**

25. Does your company have a formal Social Responsibility or Social Upliftment Policy or Programme?

<input type="checkbox"/>	YES
<input type="checkbox"/>	NO

26.

26. Do you contribute financially to charities, not-for-profit organizations and causes in support of disadvantaged or under-privileged communities?

<input type="checkbox"/>	YES
<input type="checkbox"/>	NO

**Please attach the following documents to the questionnaire:**

Appendix F: A copy of your social responsibility or social upliftment policy or programme.

Appendix G: List of charities, not-for-profit organizations and causes in support of disadvantaged or under-privileged.

## **H DEVELOPMENT**

27. Does your company have formalised development, training, skills transfer and upliftment policies or practices in place?

<input type="checkbox"/>	YES
<input type="checkbox"/>	NO

28. What type of policies or practices do you have in place?

<input type="checkbox"/>	Formalised development policies and practises
<input type="checkbox"/>	Formalised training
<input type="checkbox"/>	Formalised skills transfer policies and procedures
<input type="checkbox"/>	Upliftment policies

29. Does your company support any external education, development and accelerated learning programmes?

<input type="checkbox"/>	YES
<input type="checkbox"/>	NO

30. What type of support do you provide

<input type="checkbox"/>	External education for HD (previously disadvantaged) individuals
<input type="checkbox"/>	Development programmes for HD individuals
<input type="checkbox"/>	Accelerated learning programmes for HD individuals
<input type="checkbox"/>	External education for HD communities
<input type="checkbox"/>	Development programmes for HD communities
<input type="checkbox"/>	Accelerated learning programmes for HD communities

**Please attach the following documents to the questionnaire:**

Appendix H: Details of the above policies and practices.

Appendix I : Details of the above programmes.

## **I OTHER INITIATIVES**

31. Does your company have any other internal or external initiatives which qualify as social investment or philanthropic initiatives?

32. 

<input type="checkbox"/>	YES
<input type="checkbox"/>	NO



32. Are these initiatives related to:

<input type="checkbox"/>	Environmental issues
<input type="checkbox"/>	Health
<input type="checkbox"/>	Crime prevention
<input type="checkbox"/>	Other

**Please attach the following document to the questionnaire:**

Appendix J: Details of the above initiatives.

I \_\_\_\_\_ hereby declare, in my  
capacity as \_\_\_\_\_ and duly authorised  
thereto, that the information provided in the above questionnaire is factually correct.

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

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

**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**  
**CONTRACT NO: R/EC/307200-19/20**

INFORMATION REQUIRED	DETAILS
Supplier's Name	
Trading as	
Services Rendered	
Registration number (company or cc)	
DTI registration number	
VAT registration number	
Physical address	
Postal address	
Telephone no.	
Fax no.	
Contact no.	
E-mail address of contact person	
Company banking details	

**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**  
**CONTRACT NO: R/EC/307200-19/20**

<b>SCHEDULE 2A : DOCUMENTS OF INCORPORATION</b>
---

The tenderer must attach to this page a copy of the certificate of incorporation of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach a copy of the document of incorporation of the joint venture.

**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**  
**CONTRACT NO: R/EC/307200-19/20**

<b>SCHEDULE 2B : TAX CLEARANCE CERTIFICATE</b>
--

The tenderer must attach to this page a South African Revenue Services Tax Clearance Certificate in respect of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach a Tax Clearance Certificate for each of the joint venture partners.

**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**  
**CONTRACT NO: R/EC/307200-19/20**

<b>SCHEDULE 2C : PRELIMINARY HEALTH AND SAFETY PLAN</b>
---

The tenderer must attach to this page a copy of the preliminary Health and Safety Plan for the proposed work.

Tenderers are advised to study Appendix B: Health and Safety Specifications when compiling the preliminary Health and Safety Plan.

**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**  
**CONTRACT NO: R/EC/307200-19/20**

<b>SCHEDULE 2D : PROJECT METHODOLOGY</b>
--

The tenderer must attach to this page a copy of the project Methodology for the proposed work.

**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**  
**CONTRACT NO: R/EC/307200-19/20**

<b>SCHEDULE 2E : PROOF OF CIDB GRADING</b>
--

The tenderer must attach to this page a required proof of CIDB grading.

**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**  
**CONTRACT NO: R/EC/307200-19/20**

<b>SCHEDULE 3A : CURRICULUM VITAE OF PERSONNEL</b>
--

The Tenderer must attach to this page copies of CVs for the key management personnel such as the contracts manager, site agent, and foremen who will be responsible for managing the contract works.



## INVITATION TO BID

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

BID NUMBER: .....

CLOSING DATE: .....

CLOSING TIME: .....

DESCRIPTION.....

**The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).**

BID DOCUMENTS MAY BE POSTED TO:

.....

.....

OR

DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*)

.....

.....

**Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)**

THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER .....

POSTAL ADDRESS .....

STREET ADDRESS .....

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER .....

FACSIMILE NUMBER CODE .....NUMBER.....

E-MAIL ADDRESS .....

VAT REGISTRATION NUMBER .....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2) YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) ☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS) ☐

A REGISTERED AUDITOR ☐

(Tick applicable box)

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

ARE YOU THE ACCREDITED REPRESENTATIVE  
IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED ?

YES/NO  
(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER .....

DATE .....

CAPACITY UNDER WHICH THIS BID IS SIGNED .....

TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED .....

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

**Municipality / Municipal Entity:** .....

**Department:** .....

**Contact Person:** .....

**Tel:** .....

**Fax:** .....

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

**Contact Person:** .....

**Tel:** .....

**Fax:** .....

## TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

## PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

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

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

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

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

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

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

\*Delete if not applicable

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

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

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

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

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

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

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

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

\*Delete if not applicable

## A NON-FIRM PRICES SUBJECT TO ESCALATION

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

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

- Index..... Dated.....      Index..... Dated.....      Index..... Dated.....
- Index..... Dated.....      Index..... Dated.....      Index..... Dated.....

- [illegible]

**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

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

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

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

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

**PRICING SCHEDULE**  
(Professional Services)

Name of Bidder:.....

Bid Number: .....

Closing Time: .....

Closing Date .....

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

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

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

.....

R.....

.....

.....

R.....

.....

.....

R.....

.....

.....

R.....

.....

.....

R.....

.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....

R.....

..... days

.....

R.....

..... days

.....

R.....

..... days

.....

R.....

..... days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

.....

.....

.....

R.....

.....

.....

.....

R.....

.....

.....

.....

R.....

.....

.....

.....

R.....

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



- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid .....
7. Estimated man-days for completion of project .....
8. Are the rates quoted firm for the full period of contract? .....\*YES/ NO.
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.....

.....

.....

.....

\*Delete if not applicable

## 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 in relation to the evaluating/adjudicating authority.

**3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, 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

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

**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.

**\*YES / NO**

.....  
.....

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

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

2.2 If yes, provide particulars.

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

\* Delete if not applicable

**\*YES / NO**

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

## **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](http://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:** \_\_\_\_\_

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

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

### 1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
<b>1.3.1.1 PRICE</b>	.....
<b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	.....
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

### 2. DEFINITIONS

2.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based

on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.

- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

#### 4. POINTS AWARDED FOR PRICE

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

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

**80/20                      or                      90/10**

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

Where

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

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

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

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

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

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an

Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## 6. BID DECLARATION

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

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

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

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

## 8 SUB-CONTRACTING

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

### 8.1.1 If yes, indicate:

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

## 9 DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of firm :.....

- 9.2 VAT registration number :.....

9.3 Company registration number .....  
:

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated .....  
Registered Account Number .....  
Stand Number .....

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

.....

9.9 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 contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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



shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution

**WITNESSES:**

1. ....

.....  
SIGNATURE(S) OF BIDDER(S)

2. ....

DATE:.....

ADDRESS:.....

.....

.....

.....

## CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

### PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

#### WITNESSES

1 .....

2. ....

DATE: .....

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

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

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

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....

# CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

### WITNESSES

1 .....

2 .....

DATE: .....

**CONTRACT FORM - RENDERING OF SERVICES****PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

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

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

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

## CONTRACT FORM - SALE OF GOODS/WORKS

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

### PART 1 (TO BE FILLED IN BY THE BIDDER)

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

#### WITNESSES

1 .....

2. ....

DATE: .....

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

1. I..... in my capacity as.....  
accept your bid under reference number .....dated.....for the purchase of  
goods/works indicated hereunder and/or further specified in the annexure(s).
2. I undertake to make the goods/works available in accordance with the terms and conditions of the  
contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....

## 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>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p><b>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.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <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?	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>



4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <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**

## **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

Js9141w 4

**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRCUTION OF NXOTWE-NKONKABI ACCESSSS ROAD**  
**CONTRACT NO: R/EC/307200-19/20**

<b>PART C1 : AGREEMENT AND CONTRACT DATA</b>
--

- C1.1      Form of Offer and Acceptance**
- C1.2      Contract Data**
- C1.3      Form of Securities (Pro Forma)**

**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**  
**CONTRACT NO: R/EC/307200-19/20**

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

**1. OFFER**

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

**REHABILITATION OF NYANISWENI ACCESS ROAD**

The tenderer, identified in the offer signature block, 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 authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

**The offered total of the prices inclusive of Value-Added Tax is .....**

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

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in terms of the conditions of contract identified in the contract data.

Signature(s) .....

Name(s) .....

Capacity .....

for the **Tenderer** .....  
(Name and address of organization)

Name and signature  
of witness ..... Date .....

## 2. ACCEPTANCE

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

The terms of the contract are contained in

Part C1 : Agreements and contract data (which includes this agreement)

Part C2 : Pricing data

Part C3 : Scope of work

Part C4 : Site Information

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

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

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of the 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 (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s) .....

Name(s) .....

Capacity .....

for the **Employer** Mhlontlo Local Municipality  
P.O. Box 31  
Qumbu  
5180  
Tel: 047 553 7000  
Fax:047 553 0189

Name and signature of witness ..... Date .....



### 3. SCHEDULE OF DEVIATIONS

#### Notes:

1. The extent of deviations from the tender documents issued by the employer before 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, be 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 .....

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

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

**MHLONTLO LOCAL MUNICIPALITY**

**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**

**CONTRACT NO: R/EC/307200-19/20**

**C1.2: CONTRACT DATA (PART 1)**

The Conditions of Contract are the General Conditions of Contract for Construction Works (2004) published by the South African Institution of Civil Engineering (SAICE).

Copies of these conditions of contract may be obtained from the SAICE Tel no.: (0)11 805 5947.

**PART 1 : DATA PROVIDED BY THE EMPLOYER**

Clause	Description
1.1.14	The Employer : Mhlontlo Local Municipality
1.2.2	The Employer's address for receipt of communications and notices is : Telephone: +27 (0)47 553 7000 Facsimile: +27 (0)47 553 0189 Address (Postal): P.O. Box 31 Qumbu, 5180
1.1.13	The time for completing the works is 6 Months
1.6 and 38	The special non working days are public holidays, Sundays and the year end break. These days will be excluded from time calculations.
1.6	The year end break commences on 15 December 2019 and ends on 6 January 2020.
7	The time to deliver the Deed of Guarantee is 7 days after receipt of a completed copy of the agreement.
7	The liability of the Guarantee shall be for 10 % of the Tender Price.
10	The Contractor shall commence executing the Works within 7 days of the Commencement Date.
12.2	The Contractor shall deliver his programme of work within 7 days of the Commencement Date.
35.1.2.2	The value of the materials supplied by the Employer to be included in the insurance sum is R0-00 [Nil].
35.1.2.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is 12.5% of the Contract Price.
35.1.2	A Coupon Policy for Special Risks Insurance issued by the SASRIA is required.
35.1.3	The limit of indemnity for the liability insurance required is R5 000 000-00 [Five Million Rand].
43.1	The penalty for failing to complete the Works is R500-00 [Five Hundred Rand] per day.

Clause	Description
46.2	Contract Price Adjustment Schedule : N/A
46.3	Price adjustments for variations in the costs of special materials are allowed. Refer Contract Data (Part 2).
49.1.5	The percentage advance on materials not yet built into the Permanent Works is 80 %.
49.3	The percentage of retention and surety on the amounts due to the Contractor is 10 %.
49.3	The limit of retention money is 5 % of the Contract Price.
53.1	The Defects Liability Period is 06 months measured from the date of the Certificate of Completion.
58.2	Dispute resolution shall be by mediation.

**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**  
**CONTRACT NO: R/EC/307200-19/20**

**C1.2 : CONTRACT DATA (PART 2)**

**PART 2 : DATA PROVIDED BY THE CONTRACTOR**

Clause	Description												
1.18	The Contractor is the .....												
1.2.2	The Contractor's address for receipt of communications and notices is : Telephone: ..... Facsimile: ..... E-mail : ..... Address (Postal) : ..... Address (Physical) : ..... ..... .....												
37.2.2.3	The percentage allowance to cover all overhead charges is .....												
42.1	The Works shall be completed in ..... weeks.												
42.2	The variation in cost of special materials is : <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Type of Material</th><th style="width: 20%;">Unit</th><th style="width: 40%;">Rate or Price</th></tr> </thead> <tbody> <tr><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>	Type of Material	Unit	Rate or Price	.....	.....	.....	.....	.....	.....	.....	.....	.....
Type of Material	Unit	Rate or Price											
.....	.....	.....											
.....	.....	.....											
.....	.....	.....											

**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**  
**CONTRACT NO: R/EC/307200-19/20**

<b>C1.3 : FORM OF SECURITIES</b>
----------------------------------

Contract No. 216020MOO

WHEREAS MHLONTLO LOCAL MUNICIPALITY  
(hereinafter referred to as "the Employer") entered into, a Contract with

.....  
(hereinafter called "the Contractor") on the .....day of.....20.....

for the construction of

**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROADFOR MHLONTLO LOCAL MUNICIPALITY – QUMBU**

at .....

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

AND WHEREAS .....

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

NOW THEREFORE WE, .....

do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and excussion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

5. Our total liability hereunder shall not exceed the Guaranteed Sum of  
.....(R..... )

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

7. We hereby choose our address for the serving of all notices for all purposes arising here from as  
.....

IN WITNESS WHEREOF this guarantee has been executed by us at .....  
on this ..... day of .....20.....

As witnesses:

1. .... Signature .....

2. .... Duly authorized to sign on behalf of

.....

Address .....

.....

.....

**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**  
**CONTRACT NO: R/EC/307200-19/20**

<b>PART C2 : PRICING DATA</b>
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**C2.1      Pricing Instructions**

**C2.2      Bill of Quantities**

**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**  
**CONTRACT NO: R/EC/307200-19/20**

<b>C2.1 : PRICING INSTRUCTIONS</b>
------------------------------------

**C2.1.1      PREAMBLE TO THE BILLS OF QUANTITIES**

C2.1.1.1      The Bill of Quantities forms part of, and must be read in conjunction with the Specification and must be submitted, duly completed, on the closing date of the tenders.

C2.1.1.2      Tenders must complete the Bill of Quantities and detail the unit rate and total amount of each item. The "Total" shall constitute the tender price adjudication.

Note:

- i)      Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- ii)      If a Bill of Quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate will be corrected.
- iii)      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 tenderers addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if a Bill of Quantities applies) to achieve the tendered total of the prices.
- iv)      A tender offer will be rejected if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described above.

C2.1.1.3      The method of measurement published by the South African Bureau of Standards in Clause 8 of the Standardised Specifications for Civil Engineering Construction is applicable, subject to the variations and amendments contained in the section "Applicable SABS 1200 standardised specifications".

C2.1.1.4      Descriptions in the Schedule/Bills 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 Scope of Work, 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 Scope of Work, conflict with the terms of the Schedule/Bill, the requirements of the Standardised or Scope of Work, as applicable, shall prevail.

C2.1.1.5      The clauses in a specification in which further information regarding the schedule/bill item can be obtained appear under "Reference clause" in the Schedule/Bills of Quantities. The reference clauses indicated are not necessarily the only sources of information in respect of schedule items. Further information and set specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, e.g. G for SABS 1200 G.

C2.1.1.6      Unless otherwise stated, items are measured nett in accordance with the drawings, and no allowance is made for waste.



- C2.1.1.7 The quantities set out in the Schedule/Bills of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- C2.1.1.8 The prices and rates to be inserted in the Schedule/Bills of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and 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 shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- C2.1.1.9 A price or rate is to be entered against each item in the Schedule/Bills 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/Bills of Quantities.
- C2.1.1.10 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.
- C2.1.1.11 The units of measurement described in the Schedule/Bills of Quantities are metric units. Abbreviations used in the Schedule/Bills of Quantities are as follows :
- |                      |   |                       |          |   |                  |
|----------------------|---|-----------------------|----------|---|------------------|
| mm                   | = | millimetre            | h        | = | hour             |
| m                    | = | metre                 | kg       | = | kilogram         |
| km                   | = | kilometre             | t        | = | ton (1 000 kg)   |
| m <sup>2</sup>       | = | square metre          | No.      | = | number           |
| m <sup>2</sup> .pass | = | square metre-pass     | sum      | = | lump sum         |
| ha                   | = | hectare               | MN       | = | MegaNewton       |
| m <sup>3</sup>       | = | cubic metre           | MN.m     | = | MegaNewton-metre |
| m <sup>3</sup> .km   | = | cubic metre-kilometre | P C sum  | = | Prime Cost sum   |
| ℓ                    | = | litre                 | Prov sum | = | Provisional sum  |
| kℓ                   | = | kilolitre             | %        | = | per cent         |
| MPa                  | = | MegaPascal            | kW       | = | kiloWatt         |
- C2.1.1.12 The Tenderer must price each item in the schedule of quantities in **BLACK INK**.
- C2.1.1.13 All prices and rates shall exclude value added tax (VAT). The Tenderer shall calculate value added tax and enter it at the end of the summary of the Bill of Quantities.
- C2.1.1.14 "Material Rate" shall include the supply and delivery of all items of material to the site including all incidentals necessary for the completion of each item, plus the profit. The Material Rate shall be exclusive of Tax which is itemised separately in the Bill of Quantities Summary.
- C2.1.1.15 "Labour Rate" shall include the cost of labour, both skilled and unskilled, including supervision and profit required to complete the installation of all material covered by each item. The Labour Rate shall be exclusive of Tax, which is itemised separately in the Bill of Quantities Summary.
- C2.1.1.16 No alteration, erasure or addition is to be made in the text. Should any alteration, erasure or addition be made it will not be recognized and the original working of the Bill of Quantities will be adhered to.
- C2.1.1.17 Items in the Bill of Quantities are deemed to include supply, delivery, installation and connection where appropriate, unless stated to the contrary.
- C2.1.1.18 Provisional sums shall be expended only as directed by the Engineer and any balance remaining shall be deducted from the amount of the contract sum.

All items described as "Provisional" shall be measured as executed and paid for according to prices in the Bill of Quantities, or as quoted by the Contractor for items not included in the Bill. Any unexpected amounts shall be deducted from the amount of the Contract Sum.

No work for which "Provisional" items are provided shall be commenced without written instruction from the Engineer.

- C2.1.1.19 The quantities and rates for day work must be regarded as provisional and will only be payable to the Contractor if and when a written order to this effect has been issued.
- C2.1.1.20 Provision is made for the addition and pricing of items which the Contractor may deem necessary to price separately for the successful completion of the Works. The total price is thus deemed to be for the complete and functional installation, in accordance with the specifications, drawings and standard practice. Under no circumstances will additional payments therefore be made for any work or material forming part of the installation, which could reasonably have been foreseen at tender stage as being required to complete the Works. (This is not to be confused with additional work which, subject to the approval of the Engineer, may at times become necessary or be requested and for which additional payments will be made.

**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**  
**CONTRACT NO: R/EC/307200-19/20**

<b>C2.2 : BILLS OF QUANTITIES</b>
-----------------------------------

AS PER COLTO STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE WORK 1998, PREPARED BY  
THE COMMITTEE OF LAND TRANSPORT OFFICIALS.

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>SECTION 1300</b>				
B13.01	Contractor's general obligations				
	(a) Fixed vobligations	L/SUM	1		
	(b) Value-related obligations	L/SUM	1		
	(c) Time-related obligations	Month	6		
B13.02	Remuneration for Community Liason Officer				
	(a) Remuneration for Community Liason Officer	Prov/SUM	1	30000	30 000
	(b) Remuneration for PSC	Prov/SUM	1	3750	3 750
	(b) Running Costs	month	6		
B13.03	Inservice training				
	(a) Student training	Prov/SUM	1	30000	30 000
	(b) Accredited Training Programme	Prov/SUM	1	75000	75 000
	(c) Non-Accredited Training Programme	Prov/SUM	1	30000	30 000
	(d) Handling Costs and Profit in respect of sub-item B13.02(a), B13.02(b) & B13.02 (c) above.	%	135 000	10%	
B13.04	(d) Supply Erect Construction Name Board	Prov/SUM	1	15000	15 000
TOTAL CARRIED FORWARD TO SUMMARY					

SECTION 1400

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>1400</b>	<b><u>HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL</u></b>				
14.01	Office and laboratory accommodation:				
	(a) Offices (interior floor space only)	m <sup>2</sup>	20		
	(b) Ablution units	m <sup>2</sup>	2		
14.02	Office and laboratory furniture:				
	(a) Chairs	No	8		
	(b) Desks, complete with drawers and locks	No	1		
14.03	Office and laboratory fittings, installations and equipment:				
	(a) Items measured by number:				
	(i) Fire extinguishers, 9,0 kg, all purposes dry powder type, complete, mounted on wall with brackets	No	1		
	(ii) Steel filing cabinets with drawers	No	0		
14.08	Services:				
	(a) Services at office and laboratories:				
	(i) Fixed costs	L/SUM	1		
	(ii) Running costs	Month	8		
B14.11	Cellular telephones				
	(a) Provision of cellular telephones	Prov Sum	1		
	(b) Cost of calls in connection with contract administration for the duration of the contract. for the Engineer on site.	Prov Sum	1		
	(d) Handling costs and profit in respect of subitem B14.11(b)	%	5000		
B14.12	Fax/Copy Machine				
	(a) Provision of fax/copy machine	No	1		
	(b) Cost of calls in connection with contract administration	PC SUM	1	2500	2 500
	(c) Handling cost and profit in respect of subitem B14.12 (b)	%	2 500	10%	
TOTAL CARRIED FORWARD TO SUMMARY					

SECTION 1500

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>1500</b>	<b>ACCOMMODATION OF TRAFFIC</b>				
15.01	Accommodating traffic and maintaining temporary deviations	km	1		
B15.03	Temporary traffic-control facilities				
	(a) Flagmen	Man-day	100		
	(b) Portable STOP and GO-RY signs	No	4		
	(d) Amber flicker lights (100 W)	No	0		
	(e) Road signs, R- and TR-series				
	(i) 1200mm	No	4		
	(f) Road signs, TW-series				
	(i) 1200mm	No	4		
	(h) Delineators (DTG 50 J) (800mm x 200mm)				
	(i) Single	No			Rate Only
	(ii) Mounted back to back	No			Rate Only
TOTAL CARRIED FORWARD TO SUMMARY					-

SECTION 1600

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1600	OVERHAUL				
16.02	Overhaul on material hauled in excess of 1.0km(ordinary overhaul)	m³.km	1000		
TOTAL CARRIED FORWARD TO SUMMARY					

MHLONTLO LM : NXOTWE TO NKONKABI ACCESS ROAD.  
 CONTRACT NO :R/EC/307200-19/20  
 ROAD CONSTRUCTION

## SECTION 1700

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>1700</b>	<b>CLEARING AND GRUBBING</b>				
B17.01	Clearing and grubbing also in areas where there is boulders.	ha	4.20		
17.02	Removal and grubbing of large trees and tree stumps.	ha	0.70		
B17.03	Removal of boulders along the road.	ha	0.42		
17.04	Clearing and grubbing at inlets and outlets of hydraulic structures	m <sup>2</sup>	150		
TOTAL CARRIED FORWARD TO SUMMARY					



MHLONTLO LM : NXOTWE TO NKONKABI ACCESS ROAD.  
 CONTRACT NO :R/EC/307200-19/20  
 ROAD CONSTRUCTION

## SECTION 1800

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>1800</b>	<b>DAYWORKS</b>				
B18.01	(a) Unskilled labour	hr	0		Rate Only
	(b) Semi-skilled labour	hr	0		Rate Only
	(c) Skilled labour	hr	0		Rate Only
	(d) Ganger	hr	0		Rate Only
	(e) Flagman	hr	0		Rate Only
	(f) Foreman	hr	0		Rate Only
B18.02	Plant:				
	(a) Air compressor complete with drills jackhammers. etc	hr	0		Rate Only
	(b) Truck as follows:				
	(i) 3 to 5t	hr	0		Rate Only
	(ii) 5.1 to 10t	hr	0		Rate Only
	(c) Concrete mixer : 0.3m³	hr	0		Rate Only
	(d) Trench vibrating roller or pad : 0.6m width	hr	0		Rate Only
	(e) Front end loader : 0.9 m³	hr	0		Rate Only
	(f) Backactor : 0.3m³	hr	0		Rate Only
	(g) Watercart : 500 l	hr	0		Rate Only
	(h) Grader 140 G	hr	0		Rate Only
TOTAL CARRIED FORWARD TO SUMMARY					0

SECTION 2100

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>2100</b>	<b>DRAINS</b>				
21.01	Excavation for open drains:				
	(a) Excavating soft material situated within the following depth ranges below the surface level:				
	(i) 0m up to 1,5m	m <sup>3</sup>	2500		
	(b) Extra over subitem B21.01 (a) for excavation in hard material, irrespective of depth	m <sup>3</sup>	500		
21.15	Overhaul for material hauled in excess of 1.0km free-haul (normal overhaul)	m <sup>3</sup> -km	250		
B21.20	Clearing and shaping mitre drains				
	(a) Newly constructed mitre drains	m	1500		
TOTAL CARRIED FORWARD TO SUMMARY					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>2200</b>	<b>PREFABRICATED CULVERTS</b>				
B22.01	Excavation:				
	(a) Excavating soft material situated within the following depth ranges below the surface level:				
	(i) 0 m up to 1,5 m	m <sup>3</sup>	1000		
	(ii) Exceeding 1,5m and up to 3,0m	m <sup>3</sup>	200		
	(b) Extra over subitem B22.01(a) for excavation in hard material, irrespective of depth	m <sup>3</sup>	40		
B22.02	Backfilling:				
	(a) Using the excavated material	m <sup>3</sup>	150		
	(b) Using imported selected material	m <sup>3</sup>	200		
22.03	Concrete pipe culverts:				
	(c) On class C bedding				
	(i) 600mm dia. class 100D	m	150		
	(ii) 900mm dia. class 50D	m	15		
B22.07	Cast in situ concrete and formwork:				
	(c) Construct In inlet and outlet structures, skewed ends, catchpits, manholes, thrust and anchor blocks, including formwork but including class U2 surface finish (Class 25/19) with welded steel fabrics				
	(i) Inlet Structure	m <sup>3</sup>	30		
	(ii) Outlet Structure	m <sup>3</sup>	30		
	(d) Formwork of concrete under subitem 22.07(c) above and subitem 22.07(f) below				
TOTAL CARRIED FORWARD					

MHLONTLO LM : NXOTWE TO NKONKABI ACCESS ROAD.  
 CONTRACT NO :R/EC/307200-19/20  
 ROAD CONSTRUCTION

## SECTION 2200

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					-
22.25	Overhaul on excavated material carted to spoil, backfill material (but excluding Portland cement in the case of soil cement), existing structures demolished and removed to spoil, and removing and relaying, and removing and stacking existing prefabricated culverts, for haul in excess of the free-haul distance	m³-km	3000		
TOTAL CARRIED FORWARD TO SUMMARY					

MHLONTLO LM : NXOTWE TO NKONKABI ACCESS ROAD.  
 CONTRACT NO :R/EC/307200-19/20  
 ROAD CONSTRUCTION

## SECTION 2300

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2300	<u>CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS</u>				
23.07	Trimming of excavations for concrete-lined open drains:				
	(a) In soft material	m <sup>2</sup>	180		
23.08	Concrete lining for open drains:				
	(a) Cast in situ concrete lining (Class 25/19 Concrete as per drw no. )	m <sup>3</sup>	150		
	(b) Class U2 surface finish to cast in situ concrete as per drw no.	m <sup>2</sup>	400		
	© Welded mesh 311	kg	200		
TOTAL CARRIED FORWARD TO SUMMARY					

MHLONTLO LM : NXOTWE TO NKONKABI ACCESS ROAD.  
 CONTRACT NO :R/EC/307200-19/20  
 ROAD CONSTRUCTION

## SECTION 3100

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>3100</b>	<b>BORROW MATERIALS</b>				
31.01	Excess Overburden	m <sup>3</sup>	1000		
31.03	Finishing-off borrow areas in:				
	(a) Hard material	ha	1		
	(b) Intermediate material	ha	1		
	(c) Soft material	ha	1		
TOTAL CARRIED FORWARD TO SUMMARY					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>3300</b>	<b>MASS EARTHWORKS</b>				
33.01	Cut and borrow to fill, including free haul up to 1.0km:  (a) Material in compacted layer thickness of 200mm and less:  (ii) Compacted to 93% of Modified AASHTO density	m <sup>3</sup>	1100		
33.03	Extra over item 33.01 for excavating and breaking down material in:  (a) Intermediate excavation	m <sup>3</sup>	220		
33.04	Cut to spoil, including free haul up to 1.0 km. Material obtained from:  (a) Soft excavation	m <sup>3</sup>	100		
	(b) Intermediate excavation	m <sup>3</sup>	100		
33.08	Widening of cuts (extra over items 33.01 and 33.04)  (a) In hard material	m <sup>3</sup>	150		
	(c) In all other materials	m <sup>3</sup>	150		
33.1	Roadbed preparation and the compaction of material  (a) Rip in-situ roadbed to 100mm, remove oversize material shape to 3% camber and compact to 93% Modified AASTHO	m <sup>3</sup>	4537.5		
33.13	Finishing-off cut and fill slopes, medians and interchange areas:  (a) Cut slopes	m <sup>2</sup>	0		Rate Only
	(b) Fill slopes	m <sup>2</sup>	0		Rate Only
TOTAL CARRIED FORWARD TO SUMMARY					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>3400</b>	<b><u>PAVEMENT LAYERS OF GRAVEL MATERIAL</u></b>				
B34.01	Pavement layers constructed from gravel taken from cut or borrow, including free-haul up to 1.0 km:  (c) Gravel subbase (unstabilised G7 gravel) compacted to:  (ii) 95% of modified AASHTO density:  (a) 150mm layer thickness	m³	165		
	(h) Gravel wearing course compacted to:  (iii) 95% of modified AASHTO density:  (b) 150mm layer thickness	m³	6600		
B34.02	Extra over item B34.01 for excavation of material in:  (a) Intermediate excavation	m³	495		
	(b) Hard excavation	m³	495		
B34.03	Gravel wearing course compacted to 97% modified AASHTO density:  (i) Cemented material ( compacted to 97% mod AASHTO to 150mm).	m³	150		
TOTAL CARRIED FORWARD TO SUMMARY					



ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
5100	<b>PITCHING, STONEWORK AND PROTECTION AGAINST EROSION</b>				
51.01	Stone pitching:				
	(a) Plain pitching				
	(2) Method 1	m <sup>2</sup>	3000		
51.02	Riprap				
	(a) Packed riprap				
	(1) by 30kg rock	m <sup>3</sup>	75		
	(2) 50kg rock	m <sup>3</sup>			Rate Only
	(c) Filter layer (subclauses 2104(a)(ii) and 5104(b)				
	(ii) Filter sand obtained from borrow pits	m <sup>3</sup>	0		Rate Only
TOTAL CARRIED FORWARD TO SUMMARY					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
5400	<b>GUARDRAILS</b>				
54.01	Guardrails on timber posts:				
	(a) Galvanized	m	500		
54.04	End treatments:				
	(a) End wings	No	0		Rate Only
	(b) Bull nose	No	0		Rate Only
54.06	Reflective plates	No	0		Rate Only
TOTAL CARRIED FORWARD TO SUMMARY					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>5600</b>	<b>ROAD SIGNS</b>				
B56.01	Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borderes in semi matt black or Class I retro-reflective material, where the sign board is constructed from:  (c) Prepainted galvanised steel plate (Chromedek 1.4mm thick or approved equivalent):  (1) Area not exceeding 2m <sup>2</sup>  (2) Area exceeding 2m <sup>2</sup> but not 10m <sup>2</sup>	m <sup>2</sup>  m <sup>2</sup>	75  0		- Rate Only
56.02	Extra Over item 56.01 for using:  (a) Background of retro-reflective material of:  (1) Class II  (b) Lettering, symbols, numbers, arrows, emblems and borders of retro-reflective material:  (1) Class II	m <sup>2</sup>  m <sup>2</sup>	75  75		- - - -
56.03	Road Sign supports (overhead road sign structures excluded):  (b) Timber  (1) 75-100mm dia, type CCA treated timber.  (2) 100-125mm dia, type CCA treated timber.  (3) 150mm dia, type CCA treated timber	m  m  m	75  75  0		Rate Only - - -
56.04	Kilometer Post  (b) Timber and Plates	no.	12		-
56.05	Excavation and backfilling for road sign supports ( not applicable to kilometre posts)	m <sup>3</sup>	11		
56.06	Extra over item 56.05 for cement- treated soil backfill.	m <sup>3</sup>	20		
56.07	Extra over item 56.05 for rock excavation.	m <sup>3</sup>	20		
B56.08	Danger plates at culverts and/ or structures.  (a) Up to 1m <sup>2</sup>	no.	38		
TOTAL CARRIED FORWARD TO SUMMARY					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
5900	<b><u>FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS</u></b>				
59.01	Finishing the road and road reserve  (c) Single carriageway road.	km	11		
TOTAL CARRIED FORWARD TO SUMMARY					

SECTION 8100

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>8100</b>	<b><u>TESTING WORKMANSHIP AND MATERIALS</u></b>				
81.02	Other special tests requested by the Engineer	ProvSum	1		
81.03	Providing testing equipment (b) Core drill (65mm to 100mm)	no.	0		Rate Only
TOTAL CARRIED FORWARD TO SUMMARY					

MHLONTLO LM : NXOTWE TO NKONKABI ACCESS ROAD.  
 CONTRACT NO :R/EC/307200-19/20  
 ROAD CONSTRUCTION

SUMMARY OF SECTIONS

SECTION	DESCRIPTION	ESTIMATE AMOUNT
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	
1400	HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL	
1500	ACCOMODATION OF TRAFFIC	
1600	OVERHAUL	
1700	CLEARING AND GRUBBING	
1800	DAYWORKS	
2100	DRAINS	
2200	PREFABRICATED CULVERTS	
2300	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS	
3100	BORROW MATERIALS	
3300	MASS EARTHWORKS	
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL	
5100	PITCHING, STONWORK AND PROTECTION AGAINST EROSION	
5400	GUARDRAILS	
5600	ROAD SIGNS	
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS	
8100	TESTING WORKMANSHIP AND MATERIALS	
TOTAL TO SUMMARY OF SCHEDULES		
	Contigencies @ 10%	
	<b>SUB TOTAL 1</b>	
	Add Vat @ 15%	
	<b>GRAND TOTAL</b>	

**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**  
**CONTRACT NO: R/EC/307200-19/20**

<b>PART C3 : SCOPE OF WORKS</b>
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**C3.1      Description of the Works**

**C3.2      Engineering**

**C3.3      Procurement**

**C3.4      Construction**

**C3.5      Management**

**C3.6      Particular Specification**

**C3.7      Annexes**

**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**  
**CONTRACT NO: R/EC/307200-19/20**

<b>C3.1 : DESCRIPTION OF THE WORKS</b>
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**C3.1.1      EMPLOYER'S OBJECTIVES.**

The Employer's objective is the successful Civil Engineering construction of gravel roads situated in the Mhlontlo Local Municipality Area.

The Employer desires that the work required for the construction be of a high standard, completed in the shortest practical time whilst making maximum use of local labour and good quality of works.

**C3.1.2      OVERVIEW OF THE WORKS.**

The proposed gravel road is approximately 11.0 km long and 5.5m in width and will consist of 150mm thick roadbed layer and 150mm wearing course. Stormwater structures will be constructed along the road where drainage is needed.

**C3.1.3      EXTENT OF THE WORKS**

Work included in this contract involves the execution of the following:

- a)    Site clearance,
- b)    Rip and Compact in situ material for road,
- c)    Borrow to fill,
- d)    Demolishing an existing pipe culver structure and replacing it with a prefabricated portal culver structure;
- e)    Cast in situ concrete V-drain;
- f)    Riprap and gabion construction;
- g)    Finishing the road and road reserve.

Construction methods must be such that no property or life is endangered. The Employer accepts no responsibility for work that is done outside the site boundaries without the Engineer's approval.

The Contractor must program his work in such a way that no construction is to be done during the holiday season and or the Easter weekend as set out in the Contract Data and the compilation of the construction program and any amendments thereto during the course of construction shall be at the cost of the Contractor and shall not be measured elsewhere in this contract.



**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**  
**CONTRACT NO: R/EC/307200-19/20**

**C3.2 : ENGINEERING**

**C3.2.1      DESIGN SERVICES AND ACTIVITY MATRIX**

**Works designed by, per design stage:**

<b>Description</b>	<b>Responsible agent</b>
Concept, feasibility and overall process	Employer (Engineer)
Basic Engineering and detail layout to tender stage	Employer (Engineer)
Final design to approved construction stage	Employer (Engineer)
Temporary works	Contractor
Preparation of "as built" drawings	Contractor

**C3.2.2      DRAWINGS**

The drawings listed below are attached in order to give an overview of the project.

Additional construction drawings will, in terms of Clause 13 of the General Conditions of Contract (2004), be issued to the Contractor by the Engineer/Employer on the commencement date and from time to time as required.

**Drawing No.                      Title**

**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**  
**CONTRACT NO: R/EC/307200-19/20**

<b>C3.3 : PROCUREMENT</b>
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**C3.3.1      PREFERENTIAL PROCUREMENT PROCEDURES**

**C3.3.1.1      Requirements**

Tenderers wishing to claim preferential procurement points must ensure that Schedules 1I, 1J and 1K are completed in full, signed and certified by a Commissioner of Oaths.

**C3.3.1.2      Resource standard pertaining to targeted procurement**

The Targeted Procurement Conditions as set out under Appendix C will be used in the evaluation of tenders and Mhlontlo Municipality's procurement policies which can be available on request at Mhlontlo Municipality offices.

**C3.3.2      EMPLOYMENT TARGETS**

**Minimum local community employment**

Failure to meet any of the following minimum labour-based targets will be penalised.

**Employment of local community labour**

The maximum possible number of workers is to be employed from the labour lists of the currently unemployed persons in the local community.

To this end the Contractor is required to give preference to the use of local community labour and limit the use of non-local labour to key personnel only.

Local community labour is defined as people who reside in the community and who have been identified by the Local Municipality and whose names appear on the labour list.

Key personnel are defined as supervisors and skilled labourers without whom a specific task cannot be executed. As far as possible these people should impart their management and building skills to individuals within the local workforce who show a keen interest and display a willingness to learn.

**Employment of women**

30% of the workforce must be women.

**Employment of youth**

30 % of the workforce must be youth (18 – 25 years of age).

**Employment of disabled people**

A minimum of 1 disabled person must be employed on this contract.

**Remuneration of local labourers**

The minimum wage shall be R120-00 per general labour as set by Mhlontlo Local Municipality design team. The community and the main contractor will discuss the skilled labour rates on site.

**C3.3.3****WORKER CONTRACTS**

The Contractor will be required to enter into employment contracts with all labourers employed. All Workers Contracts for labourers employed during the month must accompany the Contractor's monthly report. The labourers must have a fixed job description that they must understand and they must acknowledge their production requirements and responsibilities.

**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**  
**CONTRACT NO: R/EC/307200-19/20**

<b>C3.4 : CONSTRUCTION</b>
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**C3.4.1        WORKS SPECIFICATION**

**C3.4.1.1      Applicable SANS standards**

Not applicable

**C3.4.1.2      Applicable national and international standards**

- a)     For the purpose of this Contract the COLTO Standard specifications for Road and Bridge Work 1998, prepared by the Committee of Land Transport official -
  
- b)     The term “project specifications” appearing in any of the COLTO standardised specifications must be replaced with the term “scope of work”.

## **SCOPE OF WORKS - CONTENTS**

### **PART A: GENERAL**

1.	MISCELLANEOUS .....
2.	PROJECT DESCRIPTION .....
3.	DRAWINGS .....
4.	POWER SUPPLY AND OTHER SERVICES .....
5.	CONSTRUCTION IN CONFINED AREAS .....
6.	CONTRACTOR'S CAMP SITE .....
7.	SECURITY .....
8.	ADDITIONAL REQUIREMENTS FOR CONSTRUCTION ACTIVITIES .....
9.	PROMOTING SMALL, MEDIUM AND MICRO ENTERPRISES .....
10.	TRAINING .....
11.	CONTRACT PARTICIPATION GOAL .....

### **PART B: MATTERS RELATING TO THE STANDARD SPECIFICATIONS**

1.	STANDARD AMENDMENTS TO THE STANDARD SPECIFICATIONS ISSUED BY COLTO .....
2.	SCOPE OF WORKS REFERRING TO THE STANDARD SPECIFICATIONS AND ADDITIONAL SPECIFICATIONS .....
	SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS .....
	SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS .....
	SECTION 1400: HOUSING AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL .....
	SECTION 1500: ACCOMMODATION OF TRAFFIC .....
	SECTION 1600: OVERHAUL .....
	SECTION 1700: CLEARING AND GRUBBING .....
	SECTION B1800: DAYWORK .....
	SECTION 2100: DRAINS .....
	SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWN-PIPES AND CONCRETE LININGS FOR OPEN DRAINS .....
	SECTION 3100: BORROW MATERIALS .....
	SECTION 3300: MASS EARTHWORKS .....
	SECTION 5100: PITCHING, STONEMASONRY AND PROTECTION AGAINST EROSION .....
	SECTION 5200: GABIONS .....
	SECTION 5600: ROAD SIGNS .....

**PART B: MATTERS RELATING TO THE STANDARD SPECIFICATIONS (Continues/...)**

SECTION 5900: FINISHING THE ROAD AND ROAD RESERVE  
AND TREATING OLD ROADS .....

SECTION 8100: TESTING WORKMANSHIP AND MATERIALS .....

## **SCOPE OF WORKS**

### **PART A: GENERAL**

#### **1. MISCELLANEOUS**

The scope of works form an integral part of the Contract documents and supplement the standard specifications.

In the event of any discrepancy with any part of the standard specifications, the schedule of quantities or drawings, the project specifications shall take precedence.

The standard specifications, which form part of this Contract, have been written to cover all phases of work normally required for road contracts and they may therefore cover items not applicable to this particular Contract.

#### **2. PROJECT DESCRIPTION**

##### **2.1 Project Description**

The proposed gravel road is approximately 11.0 km long and 5.5m in width and will consist of 150mm thick roadbed layer and 150mm wearing course. Stormwater structures will be constructed along the road where drainage is needed.

The project comprises of rehabilitation of about 7.6 km and a virgin road of about 3.5 km in length. The village to be served are Nxotwe and Nkonkabi. The project is located approximately 47km South west of Qumbu Town and situated in the Mhlontlo Local Municipality.

The project entails the maintenance of the existing road, and new construction on a virgin road, upgrading and replacing of the existing pipe culvert structure to would ensure less maintenance in the future.

##### **2.2 Description of the Works**

The description of the project contained in this section is merely an outline of the works and shall not limit the works to be carried out under this contract. The estimated quantities for each section of the work to be carried out under this contract are listed in the schedule of quantities bound in this volume.

##### **2.3 Roadworks**

The works will typically include the following:

- (a) Site clearance.
- (b) Isolated earthworks to vertical alignment to improve ride-ability.
- (c) Remove unsuitable material.
- (d) New un-dowelled cast in-situ concrete pavement/approaches over submerged section.
- (e) Construct a gabion mattress (i.e. 3m wide and 300mm thick) upstream as well as downstream of the newly proposed cast in-situ concrete pavement/approaches.
- (f) Supply and erection of road signs.

- (g) Drainage improvement by means of a cast in-situ concrete V-side drain parallel to the concrete pavements/approaches as indicated on the drawings.
- h) Construct deviations and accommodate traffic.

## 2.4 Structures

2.4.1 N/A

## 2.5 Materials and pavement design

2.5.1 Availability of materials

(a) Natural gravel for fills and pavement layers

Gravel material needed for fill and layer-works will be obtained from identified borrow pits which obtains the necessary permit for mining from the DME. Material needed for Rip-Rap can be taken from the riverbed or obtained from commercial sources.

**NOTE:** In the Schedule of Quantities no distinction shall be made between material obtained from a commercial source or any other quarry.

(c) Sand for concrete and subsoil

Sand shall be obtained from commercial sources.

(d) Water sources

Water availability shall be negotiated with surrounding farmers, villagers and local authorities. The onus will be on the Contractor to determine the suitability of water for use in construction of the layer-works and/or structures.

2.5.3 Pavement design

2.5.3.1 Existing pavement

The existing pavement layers consists is generally dolerite with mudstone and siltstone in isolated areas.

2.5.3.2 Pavement Design

The pavement designs for roads to be constructed under this Contract are as follows:

Layer	Thickness	Description
Wearing Coarse Layer	150mm	Natural gravel material (G7) compacted to 93% mod AASTHO.
Roadbed Preparation	150mm-200mm	Rip and/or recompact to 93% of mod AASTHO



- (a) The Work shall generally be carried out under traffic, but a deviation shall be required at the location as shown on the drawings. The contractor to provide a deviation route or alternatively he can use the existing road and culvert as an deviation as far as possible.

The safety and convenience of the travelling public is to be considered of utmost importance and every effort must be made to ensure that all temporary road signs, cones, flagmen and speed controls are maintained and effective, and that courtesy is extended to the public at all times.

A very high standard of accommodation of traffic sign posting and delineation is required under these conditions. All sign posting shall be by the use of yellow background "Temporary Road Signs" as detailed in Volume 2, Chapter 13, "Roadworks Signing" of the SA Road Traffic Sign Manual (SARTSM), June 1999.

The Contractor shall make use of approved methods to control the movement of all traffic, at the location where he is to work. Before ordering signs, materials, etc. his proposed method of controlling traffic shall be submitted to the Engineer for comment.

It is important that the traffic accommodation installations meet with the approval of the Local Road Traffic Inspectorate. The Contractor shall set up the necessary liaison structures with the Local Road Traffic Inspectorate and provide the Engineer with substantiation that this has been done.

Provision is made for the Contractor to provide and be paid for a Traffic Safety Officer as specified in clause B1502(i) and B15.14 of the Scope of Works. His duties are to see to the safe and effective accommodation of traffic on all sections affected by the Contractor's work for the entire duration of the Contract and any extension thereto, approved or otherwise, including non-working days. He shall also carry out regular inspections, at least twice a day and record in writing the position and condition of all temporary traffic-control facilities and report these in writing to the Engineer, all as specified in clause B1503 of the Scope of Works.

The Contractor's bid rates for the relevant items in the Schedule of Quantities shall include full compensation for all possible additional costs which may arise from this, and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.

- (b) The travelling public have the right of way on public roads, and the Contractor shall make use of approved methods to control the movements of his equipment and vehicles so as not to constitute a hazard on the road.
- (c) Failure to maintain road signs, warning signs or flicker lights, etc., in a good condition shall constitute reason for the Engineer to bring the Works to a stop until the road signs, etc., have been repaired to his satisfaction.
- (d) The Contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with his approved methods based on the SARTSM.
- (e) The Contractor shall submit his proposal in connection with all signs and accommodation of traffic to the Engineer for comment.
- (f) Where the earthworks alongside the existing road requires blasting, complete closure of the road to traffic for maximum periods of 2 hours during certain days will be allowed for the blasting and clearing of the road. Adequate notice and sign posting warning traffic of closure at all approaches to the area will be required. The Contractor shall submit his proposals in this regard to the Engineer for approval at least three weeks prior to the intended closure.

One-way traffic can be accommodated in half-widths for parts of the road and the need for a deviations may only be necessary, where required or as instructed by the Engineer.

### **3. DRAWINGS**

The reduced drawings that form part of the bid document shall be used for bid purposes only.

The successful Contractor will receive three sets of construction drawings. The Contractor shall make any additional prints he may require at his own cost.

Any information in the possession of the Contractor, which the Engineer's Representative requires to complete his "as built" drawings, shall be supplied to the Engineer's Representative before a Certificate of Completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Engineer. The Engineer will supply all figured dimensions omitted from the drawings.

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

### **4. POWER SUPPLY AND OTHER SERVICES**

The Contractor shall make his own arrangements concerning the supply of electrical power, i.e. ESKOM connection or generated power, (generators kW capacity to be approved by the Engineer) and all other services. No direct payment will be made for the provision of electrical and other services. The cost thereof shall be deemed to be included in the rates and amounts bid for the various items of work for which these services are required.

### **5. CONSTRUCTION IN CONFINED AREAS**

It may be necessary for the Contractor to work within confined areas. Except where provided for in the Specifications, no additional payment will be made for work done in restricted areas. In certain places the width of the fill material and pavement layers may decrease to zero and the working space may be confined. The method of construction in these confined areas largely depends on the Contractor's constructional plant.

However, the Contractor must note that measurement and payment will be in accordance with the specified cross-sections and dimensions only, irrespective of the method used for achieving these cross-sections and dimensions and that the bid rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for additional payment be considered in such cases.

## **6. CONTRACTOR'S CAMP SITE**

### **6.1 Establishment**

The establishment of all labour, plant and materials on Site is the responsibility of the Contractor and all arrangements in this respect are the Contractors' responsibility, however:-

The Contractor must allow for his independent establishment in the Schedule of Quantities.

The Contractor may utilise base camps for the plant from where they can operate to ensure that a minimum of time is expended in travelling to the various work sites. The use of the base camps will be at the Contractor's option.

These base camps must be approved by the Engineer before the Contract begins and this approval must be obtained in writing but must also meet the approval of the local authorities, headmen or residents associations, as well as the Environmental Management Plan with regard to batching plants, bitumen storage areas and plant maintenance areas.

### **6.2 Communications**

The Contractor shall provide and maintain a continuous means of on Site communication between his site supervision staff (i.e. the people responsible for the day to day running of the Contract) and the staff of the Engineer's Representative. The Contractor must provide the Engineer with cellular phones as required which will be paid for under Item B14.03. The provision and use of cellular phones for the Contractor's personnel will be for his own cost.

## **7. SECURITY**

The Contractor shall be responsible for the security of his personnel and constructional plant on and around the Site of the Works and for the security of his camp, and no claims in this regard will be considered by the Employer. The Contractor will also be responsible for the security of the areas around the Engineer's offices and the laboratories.

## **8. ADDITIONAL REQUIREMENTS FOR CONSTRUCTION ACTIVITIES**

### **8.1 Accommodation of traffic**

- (a) The South African Road Traffic Signs Manual (November 1997) must be read in conjunction with Road Note 13. (June 1999).

The placing of warning signs, regulatory signs, information signs, barricades, flagmen etc. shall be to the approval of the Engineer.

The Contractor's bid rates for the relevant items in the schedule of quantities shall include full compensation for all possible additional costs which may arise from this, and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.

- (b) The need to accommodate the traffic safely and with the least amount of inconvenience to the travelling public is necessary throughout the construction period.

- (c) The travelling public shall have the right of way on public roads and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.
- (d) Failure to maintain road signs, warning signs or flashing lights, etc, in a good condition shall constitute ample reason for the Engineer to stop the execution of the works until the road signs, etc, have been repaired to his satisfaction.
- (e) The Contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.
- (f) The Contractor shall submit proposals in connection with directional signs to the Engineer for approval.

## **8.2 Environmental Management**

The Contractor shall be responsible for implementing and managing an Environmental Management Plan in terms of Part C of the Scope of Works.

The Contractor's authorised agent shall report to the Engineer regarding compliance with the conditions as stipulated in the Environmental Management Plan. The Engineer will indicate an Environmental Controller who, in addition to his normal duties, will have direct responsibility for the liaison with the Contractor and the Engineer to ensure the implementation and monitoring of the Environmental Management Plan.

The Contractor shall take the utmost care to minimise the impact of his establishment and other construction activities on the environment and shall adhere to the requirements as set out in Part C of the Scope of Works. The Contractor shall prepare a detailed Method Statement to the Environmental Controller detailing his construction activities and what measures will be implemented to prevent the pollution of streams, rivers and countryside through the spilling of fuels, bituminous binders, sewage from the temporary toilets and other deleterious materials. Where in the opinion of the Engineer, the Contractor has not adhered to these requirements, the Contractor shall rectify the damage at his cost and to the satisfaction of the Engineer.

## **8.3 Occupational Health and Safety (OHS)**

The Contractor shall comply to the OHS Act 1993 (Act 85 of 1993), as well as the specifications contained in Part H of the Scope of Works, including the HIRA (Hazard Identification and Risk Assessment).

## **8.4 Process and Acceptance Control Testing**

A combined laboratory will be established on Site and will perform all the process control and acceptance control testing on this Contract. The procedure for requests for testing, frequency of tests, testing and reporting of results will be finalised by the Engineer on Site in collaboration with the Contractor.

## **9. PROMOTING SMALL, MEDIUM AND MICRO ENTERPRISES**

It is recommended that as much of the construction work as possible be undertaken by Small, Medium and Micro Enterprises (SMME's). For this purpose SMME's shall be employed wherever possible and feasible for specific selected works.

## **10. TRAINING**

It is recommended that the employees of the Employer and also labourers employed locally shall receive accredited training which shall consist of on-the-job training and formal classroom lectures in order to increase their level of competency and to enhance their ability to secure future employment.

The Contractor will be responsible for normal in-service training of his own permanent employees and he shall allow therefore in his bid rates and prices. Provision is however made in the bid documents for additional special training of employees of the Employer, emerging Contractors and local labour as necessary and for this purpose a provisional sum is provided for training as directed by the Engineer.

Training shall be in accordance with the Construction, Education and Training Authority (CETA), training programmes and as directed by the Engineer. Training shall be done by accredited training personnel and the Contractor shall allow in his programme and bid rates and prices for his employees to attend formal lectures and training sessions during working hours. Salaries paid to workers for hours attending classroom-training sessions during working hours, may be recovered from the amount provided in the Schedule of Quantities for training. Salaries paid to workers for hours spent on-the-job training will not be refunded.

The attendance at and completion of each course by members of the local community must be certified by the CETA and copies of such certificate, are to be submitted to the Engineer.

## **11. CONTRACT PARTICIPATION GOAL**

### **11.1 Targets**

The Employer has determined the minimum Contract Participation Goal for this Contract to be as follows:

		Min	Max
TP4 (APP4)	Targeting of Local Resources	5 %	10 %

The Target Area for TP4 (APP4) is the area within a radius of 50 km from the centre of the section of road to be constructed for this contract.

The local labour percentage included in Local Resources shall be deemed as 0 % for this Contract. Should the Contractor require additional labour, over and above those provided by the Employer, he must employ local labour.

## **11.2 Weighing factors**

Weighing factors, which shall apply in calculating points scored by the Contractor, are summarised in the Appendix to Bid (see Section 8).

## **12. REPORTING REQUIREMENTS**

The Contractor shall, together with the Engineer's Representative, on a monthly basis, draw up and submit to the Engineer a Monthly Progress Report to be delivered at the monthly site meeting.

The Report shall detail:

Progress measured against the approved programme

Value of work done and a cash flow prediction for the remainder of the Contract.

Labour returns as required by the Employer.

Plant Schedule

Occupational Health and Safety report including accident statistics.

Any pending claims

Rain days and other delays

A report from the Community Liaison Officer

Any other reports requested by the Employer or Engineer.

## **SCOPE OF WORKS**

### **PART B: MATTERS RELATING TO THE SCOPE OF WORKS**

The Standard Specifications for Road and Bridge Works for State Road Authorities 1998, prepared by the Committee of Land Transport Officials, (COLTO), as amended, shall apply to this Contract. The amendments are those issued by COLTO and reproduced below, together with additional amendments as set out herein.

#### **1. STANDARD AMENDMENTS TO THE STANDARD SPECIFICATIONS ISSUED BY COLTO**

No amendments have been issued.

#### **2. SCOPE OF WORKS REFERRING TO THE STANDARD SPECS. AND ADDITIONAL SPECS.**

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

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

## **SECTION 1100 : DEFINITIONS AND TERMS**

*Delete section 11 does not apply in this contract*

*Add the following additional clauses:*

### **B1105 BORROW MATERIAL**

*Substitute "sand" in the last sentence with "material".*

### **B1156 PROCESS CONTROL**

Process control means all testing required to be carried out on the works in order to ensure that the completed permanent works comply with the specifications and drawings. All such testing will be subject to inspection and approval by the Engineer.

### **B1157 ACCEPTANCE CONTROL**

Acceptance control means whatever testing the Engineer carries out over and above the process control testing already carried out in order to decide on the acceptability of any work submitted by the Contractor. Such testing may, if the on site laboratory is not considered suitable, be carried out at the cost of the Employer in either the Engineer's laboratory or one approved by him. If the test results fail, in the case of an outside laboratory, the cost will be to the Contractor's account.

Both process and acceptance control testing will be carried out by an on Site laboratory for the Engineer.

## **SECTION 1200 : GENERAL REQUIREMENTS AND PROVISIONS**

### **B1204 PROGRAMME OF WORK**

#### **(a) General requirements**

*Delete the first paragraph.*

*Insert the following at the beginning of the clause:*

"The Contractor shall submit his programme, within the time stated in the Appendix, to the Engineer for approval. The programme shall be in the form of a bar chart (Gantt chart) or any other time-activity form acceptable to the Engineer, and shall clearly show:

(i) The proposed rate of progress in order to complete the Works within the required period as bid, showing the various activities, their durations and proposed resourcing levels (major plant and labour) for each element of the Works. Sufficient detail shall be provided to enable the Engineer to be able to gauge construction progress. All activities, including establishment on Site, trimming and finishing and the completion of all minor ancillary works are to be included in the programme.

(ii) The sequence of activities and any dependencies (time or resource related) between them.

(iii) The critical path activities.



- (iv) Key dates in respect of work to be carried out, or information, etc., to be provided, by others.
- (v) The anticipated value of work to be done during each month.
- (vi) Other information specifically required by the Engineer.

When drawing up his programme, the Contractor shall, inter alia, take into consideration and make allowance for:

- (i) Expected weather conditions and their effects.
- (ii) Known physical conditions or artificial obstructions.
- (iii) The accommodation and safeguarding of public traffic.
- (iv) Dealing with, altering and installing services.
- (vi) If an alternative contract period is offered, the Contractor shall submit a separate programme with the alternative bid.
- (vii) All other actions required in terms of this Contract.

The Contractor shall take account of the weather conditions and shall note that all the specified weather limitations including temperature requirements will be strictly enforced. Over and above the inclement weather days allowed in Table B1215/1.

The following details shall be submitted together with the programme:

- (i) The number of working hours per day, working days per week, assumed holiday or shut down periods on which the programme is based.
- (ii) The overall labour and major plant resource levels on which the programme is based.
- (iii) The rates of production on which the programme periods are based.

The Contractor shall base his initial programme of work on the scope of the work as described in the scope of works and the schedule of quantities. This programme shall be reviewed on a regular basis by the Contractor in accordance with changing circumstances, delays and amendments to the work ordered by the Engineer as a result of further examinations made by him.

Minor revisions to the approved programme may be introduced from time to time by mutual agreement between the Contractor and the Engineer. Should the Engineer believe that a major revision of the programme is required, the Contractor will be notified in writing and a revised programme shall be submitted within two weeks of receipt of such notification.

The Contractor shall submit to the Engineer, at least three working days before each monthly site meeting copies of the following:

- (i) The contract programme with progress charts and programme graphs updated to reflect the actual progress to date.
- (ii) A summary of progress on Site over the month preceding the Site meeting. The report shall be in the form of a detailed narrative to the contract programme.

- (iii) Details of activities running late, indicating what steps have been or will be taken to ensure that the work is completed within the specified time.
- (iv) A report on all labour, plant and materials on Site and a report of progress in terms of the Targeted Procurement Goals in a form agreed by the Engineer."

**B1205 WORKMANSHIP AND QUALITY CONTROL**

*Add the following to the third paragraph:*

"The cost of quality acceptance control tests done by the Engineer during the course of the contract will be for the Employer's account. The Engineer however, reserves the right to let the Contractor pay for failed tests."

**B1206 THE SETTING-OUT OF WORK AND PROTECTION OF BEACONS**

*Substitute the first sentence of the second paragraph with the following:*

"The Contractor shall, within a period of twenty one (21) days or such longer period as may be permitted by the Engineer, after receipt of the full particulars, check all beacons, reference marks, etc. and any discrepancy shall immediately be reported in writing to the Engineer."

**B1207 NOTICES SIGNS AND ADVERTISEMENTS**

Two signboards shall be erected and maintained for the duration of the Contract at points to be indicated by the Engineer. Details of the signboards will be forwarded.

*Delete the final paragraph and replace with the following:*

"All signboards erected in accordance with the drawings or as approved advertisements for the Contractor's establishment, shall be removed at the same time as the Contractor's de-establishment. Payment under subitem 13.01 for the final instalment of 15 % of the bid lump sum shall not be made unless all the advertisements, notices and temporary signs have been removed."

**B1209 PAYMENT**

(b) Rates to be inclusive

In the 3<sup>rd</sup> line, after the word "quantities", *insert* "together with the payment of VAT as a separate item,"

*Add the following subclause:*

**"(g) Trade names**

Where materials are specified under trade names, bids must be based on those specified materials. Alternative materials may be submitted as alternative bids and the Engineer may, after receipt of bids, approve the use of equivalent materials."

**B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL**

Add the following after the first paragraph:

METHOD (ii) (CRITICAL-PATH METHOD) will be used on this contract.

Add the following:

Replace the word "five-day" in the second paragraph with "six-day".

Inclement weather shall include mist, snow and extreme cold weather and gale force winds.

The average rainfall records and average min. and max. temperatures at the nearest registered rainfall stations at Mthatha-AER (Station 012727X) and Cape Hermes-VRT (Station 0129068A4) are reproduced in Table 1215/1, to give the Contractor some indication of weather conditions in the area.

TABLE 1215/1

LONG TERM WEATHER DATA

Stations: MTHATHA AND CAPE HERMES

MONTH	AVERAGE NO. OF DAYS WITH RAINFALL EXCEEDING 10mm		AVERAGE DAILY TEMPERATURE			
			Mthatha		Cape Hermes	
	Mthatha	Cape Hermes	Max. ( ° C)	Min. ( ° C)	Max. ( ° C)	Min. ( ° C)
July 2000	0.7	1.3	20.7	4.2	21.4	13.4
Aug	0.2	1.7	22.1	6.7	21.1	13.9
Sept	0.9	2.6	22.9	9.1	21.2	15
Oct	1.9	2.9	23.3	11.3	21.7	15.9
Nov	2.5	4	24.8	13.1	22.9	17.2
Dec	3.1	2.7	26.5	15.1	24.3	18.7
Jan	2.5	3.6	27	16	25.3	19.8
Feb 2001	2.9	3.9	27.1	16.3	25.3	19.9
Mar 2001	2.4	2.3	26.2	15.1	25	19.3
Apr 2001	1.5	2.3	25.1	12	24	17.6
May 2001	0.4	1.8	23.1	8.1	23	15.7

June 2001	0.4	1	20.6	4.4	21.8	13.9
July 2001	0.4	1.3	20.7	4.2	21.4	13.4
AVER. TOTAL			24.1	10.9	23.1	16.7

Extension of time resulting from abnormal rainfall or other forms of inclement weather shall be calculated according to the requirements of Method (ii) (Critical Path). The value of “n” working days per calendar month as specified in this clause shall be given as in table B1215/2 below. If no abnormal rainfall or inclement weather periods occur during a specific calendar month or months, the n-values as specified shall not be taken as accumulating over the contract period. If then-days allowed in the programme of work are not taken up standing time due to abnormal rainfall or inclement weather conditions, they will fall away and will not be considered extension of time claims that may arise later during the contract period.

TABLE 1215/: Average anticipated “n” delays due to inclement weather

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
“n”	3	3	3	2	1	1	1	1	2	2	3	3

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

*Substitute “during rainstorms” in paragraph (d) with “during rainstorms or seepage of underground water.”*

**B1224 THE HANDING OVER OF THE ROAD RESERVE**

*Add the following paragraphs:*

“In addition to the specified repairs, the Contractor shall also carry out any maintenance work within the road reserve that the Engineer may require during the time for completion of this Contract. Such maintenance shall typically comprise the routine clearing of litter, the clearing and repair of drainage, and any structural damage caused by traffic during the contract period.”

**B1226 MEASUREMENT OF DEPTH OF TRENCHES AND FOUNDATION EXCAVATIONS**

*Substitute the last two sentences with the following:*

“Where trenches are excavated in accordance with the fill method in the completed or partly completed road prism, the depth of excavation shall be measured and paid for in accordance with the minimum cover as specified on the drawings or as instructed by the Engineer, whichever may be applicable.”

**B1229 SABS CEMENT SPECIFICATIONS**

*Add the following to this subclause:*

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

SABS ENV 197-1 "Cement composition, specifications and conformity criteria Part 1: Common cements.”

Furthermore, where reference is made in this specification or the standard specification to a different cement type, the following names will apply and the Engineer will confirm the relevant new name from the table below:

<b>Cement Grade</b>	<b>Cement Type</b>	<b>Approximate old product name</b>	<b>New Alpha</b>	<b>New Blue Circle</b>	<b>New NPC</b>	<b>New PPC</b>	<b>New Slag cement</b>
52,5	CEM 1	Rapid hardening	Rapid Hard	Duracast	Eagle Super	-	-
42,5 R	CEM 1	Rapid hardening	-	-	-	Rapo	-
42,5	CEM 1	OPC *	Portland Cement	Duratech	-	OPC	-
	CEM 1	LASRC	-	-	-	LASRC	-
	CEM II A-S	PC 15SL	-	-	Eagle Plus	-	-
	CEM II B-S	RH30SL	-	-	Eagle Plus	-	-
32,5R	-	-	-	-	-	-	-
32,5	CEM II A-V	PC 15FA	All Purpose Cement	-	-	Surebuild	-
	CEM II A-W	PC 15FA	-	-	-	Surebuild	-
	CEM II A-L	-	All purpose cement	-	-	Surebuild	-
	CEM II B-V or W	PC25FA/PFA C**	-	Structrete	-	Surecrete	-
	CEM III A	PBFC	-	BFC	Eagle Pro	-	PBFC
	CEM IIIA	RHSL	-	-	-	-	RHSL
22,5	MC 22.5X	PFAC ***	Multi purpose cement	Durabuild	-	-	-
	MC22.5X	PFAC***	-	Buildcrete	-	-	-
12,5	MC 12,5	Walcrete	Mortar Cement	Wallcrete	-	Masonry	-
	MC 12,5	Mortacem	-	-	-	-	-

- Notes:**
- \* OPC cements previously performed approximately as CEM 1 32,5R products
  - \*\* PC25FA cements under the old standards achieved lower compressive strengths than the OPC's of the time
  - \*\*\* Some PFAC cements meet the new standard for MC 22,5X. Others required modification before meeting the requirements for MC 22,5X"

## **B1231 WORKMEN'S COMPENSATION**

All labour (excluding the Department of Roads and Public Work's Labour) employed on Site shall be covered by the Workmen's Compensation Act. The Contractor shall pay in full, including the payment of the necessary levies, such amounts as are due in terms of the Act. The manner in which Workmen's Compensation will be handled shall be resolved by the Contractor at the commencement of the Contract.

## **B1232 ENVIRONMENTAL IMPACT CONTROL**

In addition to aspects of the design which are intended to avoid or reduce environmental impact, and to normal good construction practice expected of the Contractor, the following shall be observed:

- (a) No littering by construction workers shall be allowed. A refuse control system must be established for the collection and removal of refuse to the satisfaction of the Engineer.
- (b) Adequate provision must be made for temporary toilet requirements in construction areas. Use of the veld for this purposed shall not, under any circumstances be allowed.
- (c) All rivers must be protected from direct or indirect spillage of pollutants, such as refuse, garbage, cement, concrete, sewage, chemicals fuels, oils, aggregate tailings, wash water, products of abrasive cleaning, organic materials and bituminous products. In the event of spillage, prompt action shall be taken to clear the affected area. In the event of pollution occurring, all affected institutions and landowners shall be informed in writing and their reasonable requirements adhered to. This will include such institutions as DWAF, affected Local Councils and DEAT.
- (d) The stream crossings should be regarded sensitive areas and siltation avoided.
- (e) Material required for the construction of temporary works may only be excavated from designated areas. Unauthorised excavations will not be condoned. Any such activity will result in an order to stop work until such time as acceptable repairs have been effected.
- (f) The above restrictions will also apply to spoil areas.
- (g) Any material used in temporary work shall be removed and spoiled in designated areas.
- (h) No tree shall be removed without a written instruction from the Engineer. No tree outside the road reserve shall be removed.

Section C1000 : Environmental Management shall be applicable to this Contract.

Except for the items provided in Section C1000 : Environmental Management, no separate payment shall be made for observing these requirements and it is deemed to be included in the bid rates for in the items in the Schedule of Quantities. Any avoidable non-compliance with these rules may be considered sufficient grounds for withholding payment of part of all the amounts to be paid for the above item.

**B1233 COMMUNITY LIAISON OFFICER**

The Contractor shall employ a Community Liaison Officer (CLO). The Community Liaison Officer's remuneration shall be as agreed by the Employer. The CLO shall be paid monthly by the contractor.

**B1234 COMMUNITY PROJECT LIAISON COMMITTEE**

The Employer will establish a Project Liaison Committee consisting of members from the Employer, Contractor, Engineer, the Department of Roads and Transport and the Community throughout the period of the construction with regard to various matters relating to interaction with the affected role-players, including:

- (a) The programming of the construction and the effect on access, deviation of traffic, etc.
- (b) The use and occupation of land.
- (c) The employment of labour, if required, and the areas from which such labour can be recruited.
- (d) The identification in the community of persons having skills if required by the Contractor
- (e) Any other issues which need to be resolved during the construction period.

**B1235 STRUCTURED TRAINING PROGRAMME**

The Contractor shall from the commencement of the contract implement a structured training programme for selected workers in which the various skills required for the execution and completion of the Works are imparted to such workers. The type of courses, the number of trainees and the cost of all training shall be as agreed by the Employer.

The training material for the structured training programme shall, as far as possible, be accredited by the Civil Engineering Industry Training Scheme (CEITS) and be delivered by suitably qualified and accredited trainers.

The Contractor shall be responsible for the provision of everything necessary for the delivery of the training programme, including the following:

- Transport of the selected workers (as necessary)
- Tools, equipment and teaching aids
- Stationary and all other necessary materials

No separate payment will be made for the training venue and everything necessary for the delivery of the training.

All skills-related training shall take place during normal working hours and the Contractor shall make adequate allowance in this programme of work to accommodate the training to be provided.

The Contractor's training programme shall be subject to the approval of the Engineer, and the Contractor shall if so instructed by the Engineer, alter or amend the programme and course content to suit changing conditions on Site and all changes in the Contractor's programme of works.

The Contractor shall keep comprehensive records of the training given to each worker, as well as the nature and number of each task executed by the worker and whenever required shall

provide copies of such records to the Engineer. At the successful completion of each course each candidate shall be issued at the Contractor's own cost with a certificate, indicating the course contents, as proof of attendance and completion.

**(a) Engineering Skill Training**

The Contractor shall implement an Engineering Skills Training Programme for a number of selected workers, who are engaged by the Contractor or subcontractors to participate in the execution of any part of the contract works, which shall include unskilled labour, semi-skilled labour and skilled labour.

The Contractor shall insofar as it is reasonably feasible, taking due cognisance of the nature of the Works to be executed at any given time, use trained workers on those aspects of the Works for which they have been trained.

**(b) Generic Training**

The Contractor shall implement such generic training, including business skills courses and AIDS awareness training as required by the Employer, for a number of selected workers. The type of training shall be as agreed by the Employer and the Engineer after consultation with the Community Liaison Committee should the training extend to community members.

**B1236 MEASUREMENT AND PAYMENT FOR CERTAIN GENERAL ITEMS** *(Additional clause)*

Payment will be made under this section for certain temporary work items as follows:

<b>Item</b>	<b>Unit</b>
-------------	-------------

**B12.01 Training of developing manpower**

(a) Accredited training of labour ..... Provisional Sum (Prov. Sum)

(b) Handling costs and profit in respect of item B12.01(a) above ..... Percentage (%)

The stated provisional sum shall be expended only as ordered and approved by the Engineer. Training of candidates shall be provided by an accredited training officer or instance approved by the Employer and all costs involved in the training of such personnel shall be reimbursed from the stated provisional sum.

The percentage bid for handling costs and charges shall cover all additional costs for the Contractor over and above the sums paid under subitem (a).

Payment will be made for training of personnel on a time-and-cost basis or as agreed between the Engineer, Contractor and training provider. Training will be in accordance with accredited training programmes using accredited training personnel or companies.

<b>Item</b>	<b>Unit</b>
-------------	-------------

**B12.02 Remuneration of workers undergoing training**

(a) Remuneration of workers undergoing training ..... Provisional Sum (Prov. Sum)

(b) Handling costs and profit in respect of item B12.02(a) above ..... Percentage (%)



A provisional sum is provided to remunerate the non government trainees at a rate per hour for attending training. The reimbursement shall be for the actual attendance (total hours).

The percentage bid for handling costs and profit shall cover all additional costs of the Contractor over and above the sums paid under subitem (a).

Item	Unit
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<b>B12.03</b>	<b>Community Liaison</b>
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(a)	Community liaison cost	Provisional Sum (Prov. Sum)
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(b)	Handling costs and profit in respect of item B12.03(a) above	Percentage (%)
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A provisional sum is provided for the cost of community liaison, which shall include the salary of the Liaison Officer for the duration of the Contract. The Liaison Officer will not be required on a full-time basis and this provisional sum shall be expended as approved by the Engineer.

The percentage bid for handling cost and profit shall cover all additional costs of the Contractor over and above the sums paid under subitem (a).

## **SECTION 1300 : CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS**

### **B1302 GENERAL REQUIREMENTS**

*Add the following new subclause:*

#### **“(d) Contractors ablution facilities**

The Contractor shall provide sufficient portable chemical latrine units. The latrine units shall be serviced daily and kept in a hygienic and orderly state to the approval of the Engineer. No separate payment shall be made for this requirement and the costs thereof shall be deemed to be included in the rates bid for the Contractor's time-related obligations.”

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

### **B1401 OFFICE AND LABORATORY ACCOMMODATION:**

#### **(a) General**

*Add the following:*

“It is a requirement of the contract that the offices and laboratories for the Engineer's supervisory staff be supplied with approved burglar proofing, the cost of which shall be taken as included in the relevant bid rates for the provision of the specified buildings.

With the Engineer's approval existing buildings with the required layouts may be used as offices.

Accommodation for laboratory staff shall be provided on site. Should the provision of accommodation on site not be possible for any legal reason, suitable accommodation shall be provided by the Contractor after consultation with the Engineer.”

#### **(b) Offices**

Office accommodation will be required for the Engineer's supervisory staff as indicated and detailed on the attached drawing bind at the back of this document.

#### **(c) Laboratories**

The layout of laboratory will be the same as the Engineer's supervisory staff's provided with a concrete curing bath. The curing bath should be covered with a corrugated iron

#### **(e) Contractors ablution facilities**

The Contractor shall also provide a portable chemical latrine units. The latrine units shall be serviced daily and kept in a hygienic and orderly state to the approval of the Engineer. No separate payment shall be made for this requirement and the costs thereof shall be deemed to be included in the rates bid for the Contractor's time-related obligations.

**B1403 Office and laboratory fittings, installations and equipment:**

*Delete the first sentence and replace with the following:*

**(b) Prime-cost items and items paid for in a lump sum:**

- (iii) "The Contractor shall, if required by the Engineer, supply to the Engineer for use by his staff approved a cellular telephone with a holster, including a battery charger and a car kit with which the batteries can be re-charged off the office mains, as well as from a motor vehicle,"

**B1405 HOUSING FOR LABORATORY STAFF**

*Change the following subclause:*

**“(a) Accommodation for Laboratory staff**

*Delete the first sentence in the third paragraph and replace with the following:*

"In this unit provision shall be made for 10m<sup>2</sup> of floor area for the laboratory staff member. The unit shall have its own door and window and provided with a wooden table, bed with a mattress and chair. A Cooking unit, complete with stove, basin, table, shelving, sink, dining table and chairs, fridge and fuel. As far as electricity is concerned the requirements of Clause 1404 of the Standard Specifications shall be met and payment for services will be made under item B1408 in the Bill of Quantities."

**B1408 SERVICES**

*Add the following:*

"The supply of electricity (ESKOM or generated power) and water to the offices and laboratory shall be maintained 24 hours per day. The power supply shall be regulated by a suitable voltage regulator in order to maintain a constant current and voltage level at all times to prevent damage to the office and laboratory equipment and related machinery during power surges. Payment for the voltage regulator shall be deemed to be included in the rates bid for the supply of power. In the event of damage to the office and laboratory equipment and related machinery because of a faulty voltage regulator, the Contractor shall be liable for payment of all repair or replacement costs of such damaged items, as well as for any consequent damage as a result of such failure. The above-mentioned should be included in the Contractor's tendered rate under this item."

**SECTION 1500 : ACCOMMODATION OF TRAFFIC**

**B1501 SCOPE**

*Add the following:*

"This section also covers the provision of additional information signs for motorists and releasing any notices to the media and public."

**(f) Approval of temporary deviations**

*Add the following:*

"If, after any temporary deviation has been constructed, any changes are considered necessary or desirable, the proposal shall be submitted to the Engineer for his approval."

**(i) Traffic Safety Officer**

*Add the following after the second paragraph:*

"The Contractor shall submit a CV of the candidate to the Engineer for approval before the Traffic Safety Officer is appointed. The Traffic Safety Officer shall be made available to discuss road safety and traffic accommodation matters whenever required by the Engineer."

*Add the following subclauses:*

- (ix) "Ensure that all obstructions, soil and gravel heaps, related to the Contractors activities be removed before nightfall where applicable and instructed by the Engineer and that the roads are safe for night traffic."
- (x) "The Traffic Safety Officer shall, in addition to the duties listed in paragraph 1502 (i), also be responsible for removal of broken down vehicles off the roadway and implementing actions requested by the traffic authorities with regard to the work to be carried out, be responsible for the erection and maintenance of all traffic signs necessary for the accommodation of traffic."

**(j) Handing over site (Additional subclause)**

The entire road reserve within the construction limits will be handed over to the Contractor on commencement of the Contract. The Contractor will then be responsible for the accommodation of traffic, and maintenance of the existing roadway used by the public, from the date of handing over to the issue of the Certificate of Completion.

**(k) General requirements (Additional subclause)****(i) Liaison with traffic authorities**

The Contractor shall liaise closely with the Engineer and shall keep the provincial traffic police fully informed with regard to any changes in the accommodation of traffic planned by the Contractor due to construction activities.

**(ii) Use of the road by the public**

In all dealings with the public the Contractor shall bear in mind the public's right to enjoy the use of the road, and the Employer's desire to interfere as little as possible with this right. At all points of contact with the public, the Contractor shall deal with deliberate courtesy and understanding in any discussions or disputes.

**(iii) Failure to comply with provisions for the accommodation of traffic**

The failure or refusal of the Contractor to provide barricades or traffic signs at the proper time, or to take the necessary precautions for the safety and convenience of public traffic as specified or instructed by the Engineer, shall be sufficient cause for the suspension of all work under this Contract without any additional

compensation to the Contractor until the required accommodation of traffic has been completed to the satisfaction of the Engineer. The above shall be sufficient cause for the Engineer to deduct penalties as follows:

## **B1503      TEMPORARY TRAFFIC-CONTROL FACILITIES**

*Replace the first sentence of the first paragraph with the following:*

“The Contractor shall provide, erect and maintain the necessary traffic-control devices, road signs, channelisation devices and warning devices (hereinafter referred to as traffic-control devices) in accordance with these special provisions and as shown in the South African Road Traffic Signs Manual in conjunction with the latest edition of Road Signs Note No. 13 Roadworks, and remove them when no longer required. **It shall be incumbent upon the Contractor to see to it that the above-mentioned traffic-control devices are present where required at all times and are functioning properly, and he shall replace any that have been damaged, lost, stolen or obliterated at his own cost.**”

### **B1503(b)      Road signs and barricades**

#### **(e)      Warning devices**

*Add the following:*

“All construction vehicles and plant used on the works, including vehicles and plant operated by subcontractors and/or suppliers, shall be equipped with rotating amber flashing lights and warning boards as specified. All vehicles and plant shall obtain a clearance permit from the Engineer before being allowed onto the Site.

Rotating lights shall have an amber lens of minimum height of 200 mm and shall be mounted to ensure clear visibility from all directions. The lights on construction vehicles shall not be switched on while vehicles are being operated on unrestricted sections of a public road, but shall be switched on while construction vehicles are operating within the accommodation of traffic area, as the vehicles decelerate to enter a construction area, and as the vehicles accelerate to the general speed when entering the road from a construction area. Lights on plant shall operate continuously while the plant is working alongside sections of road open to public traffic.

All LDV's and cars operating on Site shall also be equipped with rotating amber flashing lights which shall be placed so as to be clearly visible and operated continuously while the vehicles is manoeuvring in or out of traffic or is travelling or parked alongside roads open to public traffic.

Rotating lights and the "Construction Vehicle" signs on the Contractor's vehicles and plant shall not be paid for separately but shall be included in the rates covering the use of the vehicles.

The Contractor shall apply and maintain lights together with temporary mounting brackets, to the approval of the Engineer. Vehicles and plant that do not comply with these requirements shall be removed from the Site.

The Contractor shall ensure that all his personnel, excluding those who are permanently office bound, are equipped with reflective safety jackets and that these are worn at all times when working on or near to the travelled way. Any person found not wearing a reflective jacket under these circumstances shall be removed from the Site until such time as he is in possession of and wearing a reflective jacket. Reflective safety jackets shall be kept in good condition and any jackets that are, in the opinion of the Engineer, ineffective shall be immediately replaced by the Contractor.”

**(n) Safety jackets** *(Additional subclause)*

“The Contractor will be responsible to ensure that all construction workers, staff of the Engineer and visitors shall wear safety jackets when moving around on Site. The jackets shall be of an approved type, orange in colour and shall be to the approval of the Engineer.”

**B1510 ACCOMMODATION OF TRAFFIC WHERE THE ROAD IS CONSTRUCTED IN HALF-WIDTHS**

Where the work on the road surface is undertaken for rehabilitation/maintenance of the pavement, such work shall be carried out in areas as indicated on the drawings.

During construction, when work is in progress on one portion of the carriageway and shoulder of the road, the other portion of the road shall remain open at all times to allow for safe one-way traffic flow.

The speed of vehicles alongside actual construction areas must be limited to a maximum of 40 km/h. STOP/GO signs and flagmen shall be employed at the points where construction traffic enter the working area thus creating a potential danger situation for public traffic.

*Add the following paragraph after the fourth paragraph:*

“The Contractor shall, after completing construction of one half-width of a section, continue with the immediate adjacent section in order to complete full construction as soon as possible.”

*Add the following to the fourth paragraph:*

“No work on any section of the Works shall commence without prior written consent of the Engineer.”

*Delete the last paragraph and add the following:*

“The bid rate shall include full compensation for providing all plant, equipment, tools, transport, labour, supervision, cleaning of the trafficked lane, and other incidentals for the proper and safe handling of traffic and shall include full compensation for all additional costs and work resulting from constructing the road in half-widths.”

**B1517 MEASUREMENT AND PAYMENT**

Item	Unit
<b>B15.03(n)</b> Safety Jackets( <b>additional payment item</b> )	Number (No)

“Contractor to supply his staff as well as the Engineer’s Representative and laboratory staff with safety jackets.”

Item	Unit
------	------

**B15.12 Temporary culverts ..... Metre (m)**

Add the following after the last sentence : “No payment will be made for temporary stockpiling or stacking of culverts, except if otherwise approved by the Engineer.”

## **SECTION 1600 : OVERHAUL**

### **B1602      DEFINITIONS**

#### **(a)      Overhaul material**

*Add the following:*

"Material from commercial sources or from sources of which the locating thereof is the Contractor's responsibility shall not be classified as overhaul material."

## **SECTION 1700 : CLEARING AND GRUBBING**

### **B1703      EXECUTION OF THE WORK**

#### **(a)      Areas to be cleared and grubbed**

*Delete "and the time when it shall be done" in the third paragraph.*

#### **(b)      Cutting of trees**

*Substitute "above the carriageway" in the first paragraph with "above the carriageway and a 2 m side clearance, measured from the shoulder breaking point."*

#### **(d)      Reclearing of vegetation**

*Add the following:*

"The Contractor shall program his work in such a manner that reclearing will not be necessary."

### **B1704      MEASUREMENT AND PAYMENT**

<b>Item</b>	<b>Unit</b>
<b>B17.01      Clearing and grubbing .....</b>	<b>hectare (ha)</b>

*Add the following to the measurement and payment paragraphs*

"Clearing and grubbing for the construction of camp sites shall not be measured separately. Payment shall be regarded as included in the rates bid for the applicable items."

## **SECTION B1800 : DAYWORK**

*Add the following section to Series 1000 : General, of the Standard Specifications:*

"Section B1800 : Daywork"

### **CONTENTS**

B1801	SCOPE
B1802	GENERAL REQUIREMENTS
B1803	MEASUREMENT AND PAYMENT

## **B1801 SCOPE**

This section covers the listing of daywork items in accordance with the General Conditions of Contract, clause 40, for the use in determining payment for work which cannot be quantified in specific units in the Schedule of Quantities, or work ordered by the Engineer during the construction period which was not foreseen at bid stage and for which no applicable rates exist in the Schedule of Quantities.

## **B1802 GENERAL REQUIREMENTS**

No daywork shall be undertaken unless written authorisation has been obtained from the Engineer.

Work will be classified as daywork only if the Engineer considers no other rate in the Schedule of Quantities appropriate for payment purposes.

An instruction regarding all work to be carried out under daywork in terms of clause 40(3) of the General Conditions of Contract will be issued at the discretion of the Engineer. Some or all of the items priced under daywork in the Schedule of Quantities may possibly not be required for this contract.

Before ordering any material, the Contractor shall submit quotations to the Engineer for his approval, and shall submit such receipts or vouchers to the Engineer as may be necessary for proving the amount claimed.

## **B1803 MEASUREMENT AND PAYMENT**

<b>Item</b>	<b>Unit</b>
-------------	-------------

### **B18.01 Personnel during normal working hours**

(a)	Unskilled labour	hour (h)
(b)	Semi-skilled labour	hour (h)
(c)	Skilled labour	hour (h)
(d)	Ganger	hour (h)
(e)	Foreman	hour (h)
(f)	Percentage on cost on subtotal for subitems (a), (b), (c) (d) and (e)	Percentage (%)

The daywork rates for subitems (a) to (e) submitted in the Schedule of Quantities shall be the cost of personnel for each skill level and shall apply only to the number of workers approved in writing by the Engineer.

The bid percentage for subitem (f) shall include full compensation for overhead charges, profit, liabilities, obligations, site supervision, the use of hand tools, appliances, equipment and for consumable stores. The bid rates shall be subject to the CPA factor as laid down in the General Conditions of Contract.



Item	Unit
------	------

## B18.02 Personnel outside normal working hours

### (a) Outside normal working hours and Saturdays

(i)	Unskilled labour .....	hour (h)
(ii)	Semi-skilled labour .....	hour (h)
(iii)	Skilled labour .....	hour (h)
(iv)	Ganger .....	hour (h)
(v)	Foreman .....	hour (h)
(vi)	Percentage on cost on subtotal for subitems (i) to (v) .....	Percentage (%)

The daywork rates for subitems (i) to (v) submitted in the Schedule of Quantities shall be the cost of personnel for each skill level and shall apply only to the number of workers approved in writing by the Engineer.

The bid percentage for subitem (vi) shall include full compensation for overhead charges, profit, liabilities, obligations, site supervision, the use of hand tools, appliances, equipment and for consumable stores. The bid rates shall be subject to the CPA factor as laid down in the General Conditions of Contract.

### (b) Sundays and public holidays

(i)	Unskilled labour .....	hour (h)
(ii)	Semi-skilled labour .....	hour (h)
(iii)	Skilled labour .....	hour (h)
(iv)	Ganger .....	hour (h)
(v)	Foreman .....	hour (h)
(vi)	Percentage on cost on subtotal for subitems (i) to (v) .....	Percentage (%)

The daywork rates for subitems (i) to (v) submitted in the Schedule of Quantities shall be the cost of personnel for each skill level and shall apply only to the number of workers approved in writing by the Engineer.

The bid percentage for subitem (vi) shall include full compensation for overhead charges, profit, liabilities, obligations, site supervision, the use of hand tools, appliances, equipment and for consumable stores. The bid rates shall be subject to the CPA factor as laid down in the General Conditions of Contract.

Item	Unit
------	------

## B18.03 Plant, equipment and vehicles

(a)	Specify	hour (h)
(b)	Percentage on cost on subtotal for subitem (a)	Percentage (%)

The daywork rates submitted for vehicles, constructional plant and equipment, subitem (a), in the Schedule of Quantities shall be a hire charge for the use of the vehicle and driver or constructional Plant/Equipment and Operator (VAT excluded) and shall apply only to vehicles, constructional Plant and Equipment approved in writing by the Engineer. The rate shall include for maintenance, operative costs, establishment, insurance and other contingency costs relating to the running of the vehicle, Plant or Equipment.

Where there is ambiguity between the power developed at the flywheel and mass of a machine, the power shall govern the measurement category.

The Contractor and the Engineer will agree on the method of recording the working hours prior to the commencement of the Work. Any long period of idling at any one time which in the opinion of the Engineer or his Representative is beyond that required for normal operating conditions will not be paid for as working time. Non-working hours for any reason shall not be measured for payment.

The bid percentage for subitem (b) shall include full compensation for all administrative costs, supervision, overheads liabilities and obligations related to the running of the vehicles, constructional Plant and Equipment. The bid percentage shall also include for profit and shall be subject to the Contract Price Adjustment Factor as laid down in the General Conditions of Contract.

<b>Item</b>	<b>Unit</b>
-------------	-------------

#### **B18.04      Materials**

- |   |                         |
|---|-------------------------|
| (a)    Procurement of materials             | Provisional (Prov.) Sum |
| (b)    Percentage on nett cost of materials | Percentage (%)          |

The prices for materials (excluding VAT) shall be based on the documented proof submitted to the Engineer as specified in clause B1802 and expenditure shall be made in accordance with the General Conditions of Contract. The prices shall not be subject to the Contract Price Adjustment Factor.

The bid percentage as an on-cost on the nett cost price of materials shall include full compensation for handling, overheads, profit, liabilities, obligations, risks, incidents and other on-cost for the supply, delivery and distribution of materials for dayworks.

<b>Item</b>	<b>Unit</b>
-------------	-------------

#### **B18.05      Transport**

- |  |                |
|--|----------------|
| (a)    LDV                                   | kilometre (km) |
| (b)    Flatbed truck (5 ton)                 | kilometre (km) |
| (c)    Low-bed trailer with mechanical horse | kilometre (km) |

The unit of measurement for item B18.05 shall be the kilometre distance that the vehicle travelled for transporting personnel and/or plant. All travelling shall be approved by the Engineer.

The bid rate for item B18.05 shall include full compensation for the cost of the vehicle and driver including fuel, maintenance, depreciation, insurance and running costs.

The above-mentioned bid rates shall be full compensation for the various items as specified and no further profit or handling charges shall be paid.

## **SECTION 2100 : DRAINS**

### **B2102 OPEN DRAINS**

Substitute "90 % of modified AASHTO density" in the second paragraph of 2102(c) with "90 % of modified AASHTO density (100 % for non-plastic sand with up to 20 % passing through the 0,075 mm sieve and 95 % for non-plastic sand with more than 20 % passing through the 0,075 mm sieve)".

### **B2107 MEASUREMENT AND PAYMENT**

Item

Unit

### **B21.01 MEASUREMENT AND PAYMENT**

*Insert the following:*

"Payment for drains drainage systems will be in accordance with the neat dimensions as indicated on the drawings, which implies that no payment will be made for any overbreak or any additional cost as a result of such overbreak.

## **SECTION 2300 : CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWN-PIPES, AND CONCRETE LININGS FOR OPEN DRAINS**

### **B2302 MATERIALS**

#### **(d) Bedding material**

*Substitute 2302(d) with the following:*

"Backing and bedding material for concrete channels shall be in accordance with the details as shown on the drawings."

### **B2304 CONSTRUCTION**

#### **(a) Excavation and preparation of bedding**

*Amend the heading of (a)(i) as follows:*

"(i) Kerbs and channels and edge beams."

*Substitute "a layer of approved bedding material" in 2304(a)(i) with "bedding material in accordance with the provisions of B2302(d)".*

*Substitute "93 % of modified AASHTO density" in the second, third and fourth paragraphs of 2302(a)(ii) with "93 % (100 % for non-plastic sand with up to 20 % passing through the 0,075 mm sieve and 95 % for non-plastic sand with more than 20 % passing through the 0,075 mm sieve) of modified AASHTO density".*

## **B2307 MEASUREMENT AND PAYMENT**

**Item**

**Unit**

**B23.07 Trimming of excavations for concrete-lined open drains ..... square metre (m<sup>2</sup>)**

*Add the following:*

"The bid rate shall also include for the compaction of the in situ material underlying the concrete lining to 90 % (100 % for non-plastic sand with up to 20 % passing through the 0,075 mm sieve and 95 % for non-plastic sand with more than 20 % passing through the 0,075 mm sieve) of modified AASHTO density."

**Item**

**Unit**

**B23.08 Concrete lining for open drains**

*Add the following:*

"The bid rate shall include all extra over from item 21.01 in the Bill of Quantities for excavation and spoil required to accommodate the concrete lining."

**B23.10 Sealed joints in concrete linings of open joints**

*Add the following:*

"(b) The bid rate shall include full compensation for the supply and all materials and for all labour, formwork and incidentals necessary for constructing the joint as shown on the drawings."

## **SECTION 3100 : BORROW MATERIALS**

### **B3108 MEASUREMENT AND PAYMENT**

*Change to the following:*

"The tendered rate for all construction material used shall include full compensation for all additional cost associated with procuring, handling, transporting and stockpiling from commercial sources, unless otherwise indicated."

## **SECTION 3300 : MASS EARTHWORKS**

### **B3303 CLASSIFICATION OF CUT AND BORROW EXCAVATION**

All material excavated from the existing road prism including subgrade, subbase, base and shoulders shall be classified as soft material. No additional payment will be made for other classes of material excavated from the road prism. Bid rate should also include finishing-off of cut and fill slopes."

**B3305 TREATING OF ROADBED**

**(a) Removing unsuitable material**

*Add the following to this clause:*

"The material to be removed also includes unsuitable material from repairs of failed areas as directed by the Engineer."

**B3312 MEASUREMENT AND PAYMENT**

Item	Unit
------	------

*Change to the following:*

**B33.01 Cut and borrow to fill including free-haul up to 1km:**

- |  |                                |
|--|--------------------------------|
| (a) Gravel material (min. G5) in compacted layer thickness of 150mm or less: |                                |
| (ii) Compacted to 93% of modified AASTHO density                             | Cubic metres (m <sup>3</sup> ) |
| (c) Rock fill (as specified in subclause 3209(c ))                           | Cubic metres (m <sup>3</sup> ) |

**SECTION 5100 : PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION**

**B5108 MEASUREMENT AND PAYMENT**

Item	Unit
------	------

*Change to the following:*

<b>B51.01 (b) Concrete stone pitching with stones from the riverbed:</b>	Square metre (m <sup>2</sup> )
--	--------------------------------

*Add the following:*

"The bid rate for shall also include full compensation for procuring as specified, and for laying it as indicated on the drawings and a standard specifications."

<b>B51.02 Riprap:</b>	Cubic metre (m <sup>3</sup> )
-----------------------	-------------------------------

*Add the following:*

"The bid rate shall include full compensation for procuring and furnishing the granular filter material and riprap as specified, from commercial sources, and for laying it as indicated on the drawings."

## **SECTION 5200 : GABIONS**

### **B5202 MATERIALS**

#### **(f) Filter fabric below the gabions**

*Replace "sub-subclause 2104(a)(iii) for grade 3 filter fabric" in the first sentence with "geotextile fabric grade 1 as specified below."*

*Add the following:*

#### **"(g) Composition and manufacturing**

The synthetic-fibre filter fabric, or geotextile, shall be manufactured from a synthetic polymer processed into a permeable, homogeneous sheet. Geotextile of non-woven construction is preferred, and woven geotextiles will be considered only if published data can be provided which show the satisfactory long-term performance of these geotextiles in an environment similar to that in which they are to be used.

On account of the temperature and moisture susceptibility of polyamide, this synthetic product is not considered acceptable.

#### **2) Classification**

The geotextile is classified according to the mechanical properties thereof, viz. its penetration load, puncture resistance and the minimum water-percolation rate as measured in the permeability test. The table below gives the values for the properties of Grade 1 geotextile.

**Table B5202/2 : Grade 1 Geotextile Properties**

PROPERTY	GRADE 1	TEST METHOD
Penetration Load (minimum), N	3800	3.5 of SABS 0221 – 1988
Puncture Resistance (maximum), mm	14	Clause 8114
Water Percolation (minimum), $\ell/m^2/s$	20	3.7 of SABS 0221 – 1988
Mass per unit area (minimum), $g/m^2$	320	3.4 of SABS 0221 - 1988

**NOTES:** The standard atmosphere for testing and the preconditioning atmosphere for all geotextile tests (SABS tests and others) shall have a relative humidity falling within the range of 0 to 80 per cent and a temperature within the range of 15 °C to 35 °C.

The resistance of a geotextile to puncture is the average diameter of the hole formed when a 45° cone with a mass of 1 kg is dropped through 500 mm onto the geotextile fixed in the holding device.

3) Durability

A geotextile is required to comply with the following specification:

- Resistance to chemical attack

The geotextile shall withstand the level of aggressiveness of the soil and ground water given below without significant loss of its strength and hydraulic properties during its design life of 25 years:

Soil and ground water with a pH in the range of 4 to 12 (pH to be determined by Method A20, TMH1, 1986).

Soil (as paste) and ground water containing salts with a conductance of up to 1,0 S/m (conductivity to be determined by Method A21T, TMH1, 1986).

- Resistance to ultra-violet light

The geotextile shall maintain at least 80% of its original strength after direct exposure to sunlight of 1 500 hours.

- Resistance to rot

The geotextile shall be entirely rot-proof and shall not support the growth of algae.

4) Geotextile evaluation

Geotextiles, other than non-woven needle-punched material, will be considered only if actual field performance data for geotextiles which have been in use in river protection works for 15 years or longer can be supplied.

5) Selection

The Contractor shall, at least 45 days before the installation of the geotextile, submit to the Engineer samples of the grade 1 geotextile(s) he proposes to use so that the Engineer may test the geotextile and confirm the use thereof if he is satisfied that it meets the specified requirements.

No extra payment shall be made for providing the samples for testing."

## **SECTION 5600 : ROAD SIGNS**

### **B5602 MATERIALS**

**(a) Structural steel**

*Substitute "Where specified, all structural steel" in the second paragraph with "All structural steel".*

**(c) Steel plate and steel profiles**

i) Steel plate

*Substitute "1,40 mm" in the first paragraph with "1,20 mm".*

**(e) Aluminium**

*Substitute "2,0 mm" in the last paragraph with "1,6 mm".*

**B5606      ERECTING ROAD SIGNS**

**(b)      Excavation and backfilling**

- *Add the following :*

"A 50 mm thick permeable drainage layer shall be placed below concrete or soil-cement backfill for timber posts. No additional payment will be made and the cost thereof shall be deemed to be included in the bid rates"

**B5609      MEASUREMENT AND PAYMENT**

Item	Unit
------	------

<b>B56.05      Excavation and backfilling for road sign supports (not applicable to kilometre posts) .....</b>	<b>cubic metre (m<sup>3</sup>)</b>
--	------------------------------------

*Substitute "not in concrete" in the first paragraph with "not in concrete or a soil/cement mixture".*

Item	Unit
------	------

**B56.08      Danger plates (Class indicated) (Additional item)**

(a)      at culvert	Number (No)
---------------------	-------------

Danger/chevron plates will be paid for as indicated in the Bill of Quantities under item B56.10.

**SECTION 5900 : FINISHING THE ROAD RESERVE AND TREATING OLD ROADS**

**B5904      MEASUREMENT AND PAYMENT**

Item	Unit
------	------

<b>B59.01      Finishing the road and road reserve:</b>	<b>kilometere (km)</b>
---	------------------------

*Add the following:*

"Bid rate should include shaping the existing gravel side drains to tie-in with the newly constructed cast in situ concrete V-drains."



## **SECTION 6300 : STEEL REINFORCEMENT FOR STRUCTURES**

### **B6302 MATERIALS**

#### **(a) Materials**

*Add the following:*

"The type of steel is as follows:

R - Hot rolled mild steel round bars with a characteristic yield stress of 250 MPa.

Y - Hot rolled high yield stress deformed bars with a characteristic yield stress of 450 MPa."

*Replace "R, Y or Z" in the last paragraph with "R or Y".*

## **SECTION 6400 : CONCRETE FOR STRUCTURES**

### **B6401 SCOPE**

*Add the following:*

**"Contractor to purchase COLTO: Standard Specifications of Road and Bridge Works as previously indicated. Contractor to adhere to the specifications unless otherwise instructed to by the Engineer."**

### **B6402 MATERIAL**

#### **(a) Cement**

*Replace the last paragraph with the following:*

"The use of a 50/50 mix of Portland cement and milled granulated blast-furnace slag in concrete units will only be allowed if there is a sufficient cost benefit to the client and if authorised in writing by the Engineer."

### **B6414 QUALITY OF MATERIALS AND WORKMANSHIP**

*Add the following to sub-clause (a):*

"Judgement Plan B of Section 8200 shall be used."

### **B6416 MEASUREMENT AND PAYMENT**

**Item**

**Unit**

**B22.28 Demolish existing structure** *(Added from Section 2200)*

Number (No.)

<b>B22.07</b>	<b>Cast in situ concrete and formwork</b> <i>(Added from Section 2200)</i>	Cubic metre (m <sup>3</sup> )
<b>B22.05</b>	<b>Portal and rectangular culvert</b> <i>(Added from Section 2200)</i>	Metre (m)
<b>B53.01.28</b>	<b>Guide blocks</b> <i>(Added from Section 5300)</i>	Number (No.)

## **SECTION 8100 : TESTING WORKMANSHIP AND MATERIALS**

### **B8100 SCOPE**

This Section 8100 shall be used for quality control on this project.

### **B8100 PROCESS CONTROL BY THE CONTRACTOR**

For the purpose of this Contract process or quality control by the Contractor comprises at least the following:

#### **Soil Tests:**

Field densities, maximum dry density and optimum moisture content determinations, CBR, UCS, indicator tests (grading and PI), moisture contents, solid densities and chemical tests relating to stabilising agent contents;

#### **Aggregate tests:**

Grading, flakiness index, average least dimension (ALD), ACV, 10 % FACT;

#### **Concrete tests:**

Slump and cube crushing strengths.

**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**  
**CONTRACT NO: R/EC/307200-19/20**

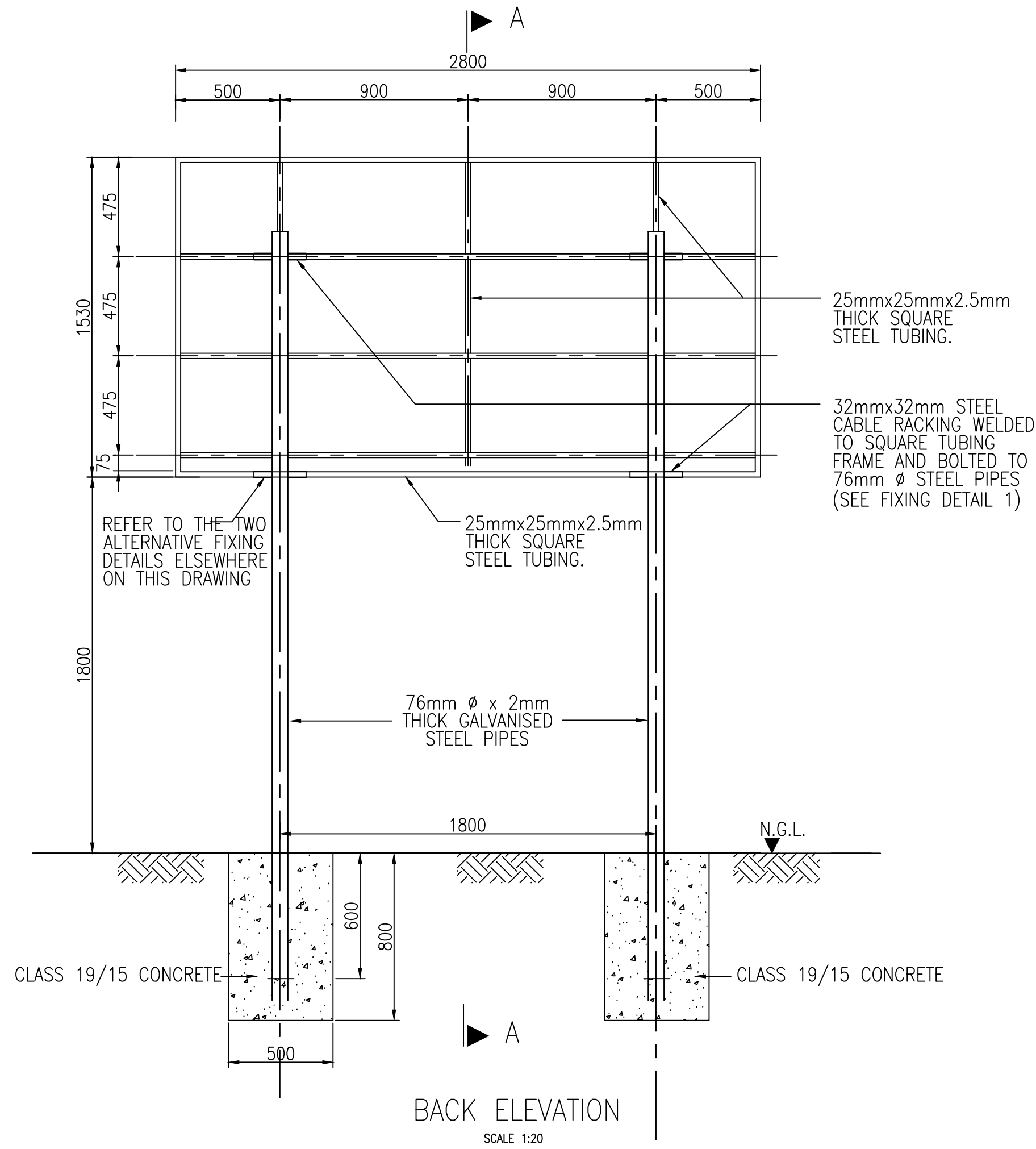
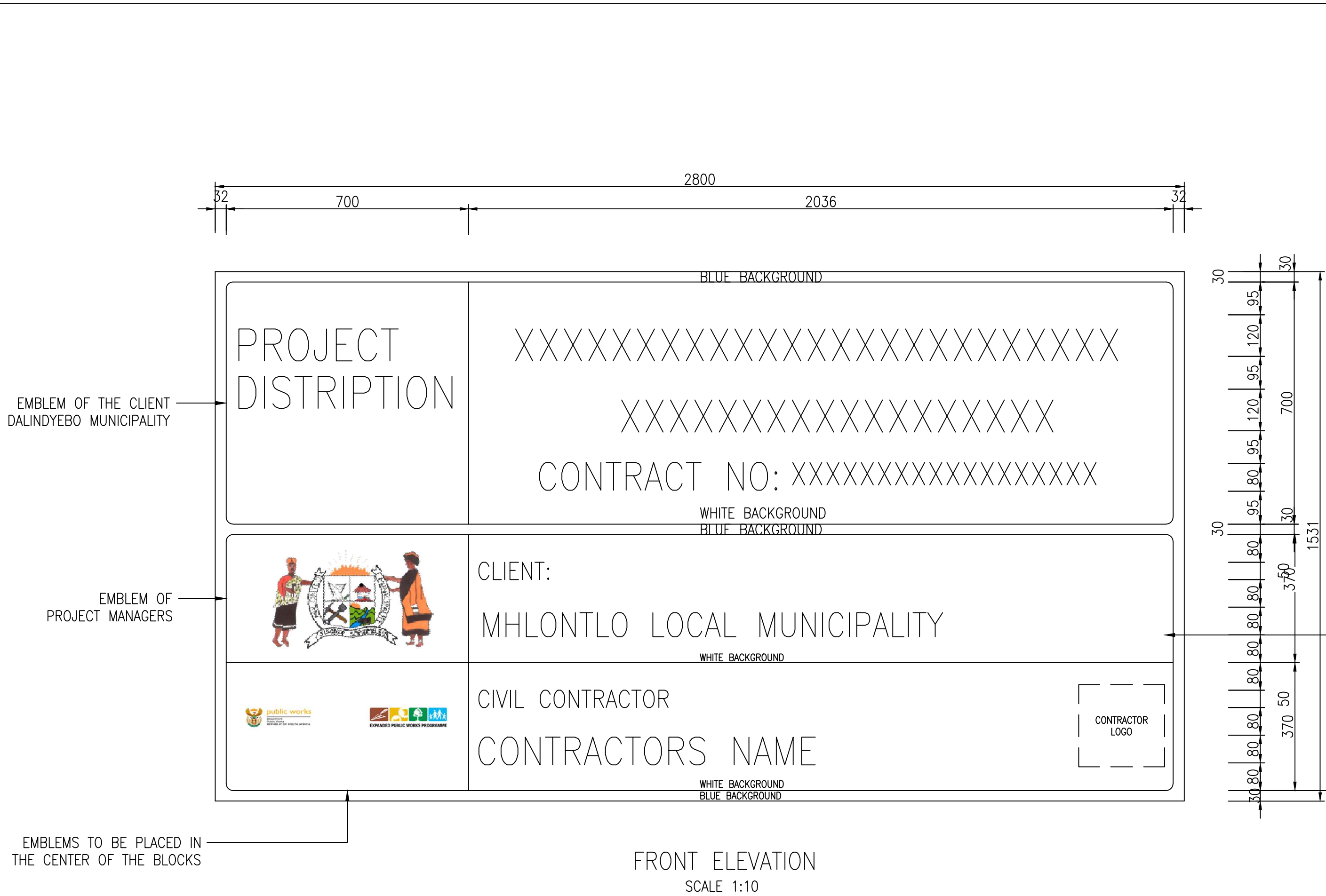
<b>C3.7 : ANNEXES</b>
-----------------------

**ANNEX**

Annex A : Drawings issued for tender

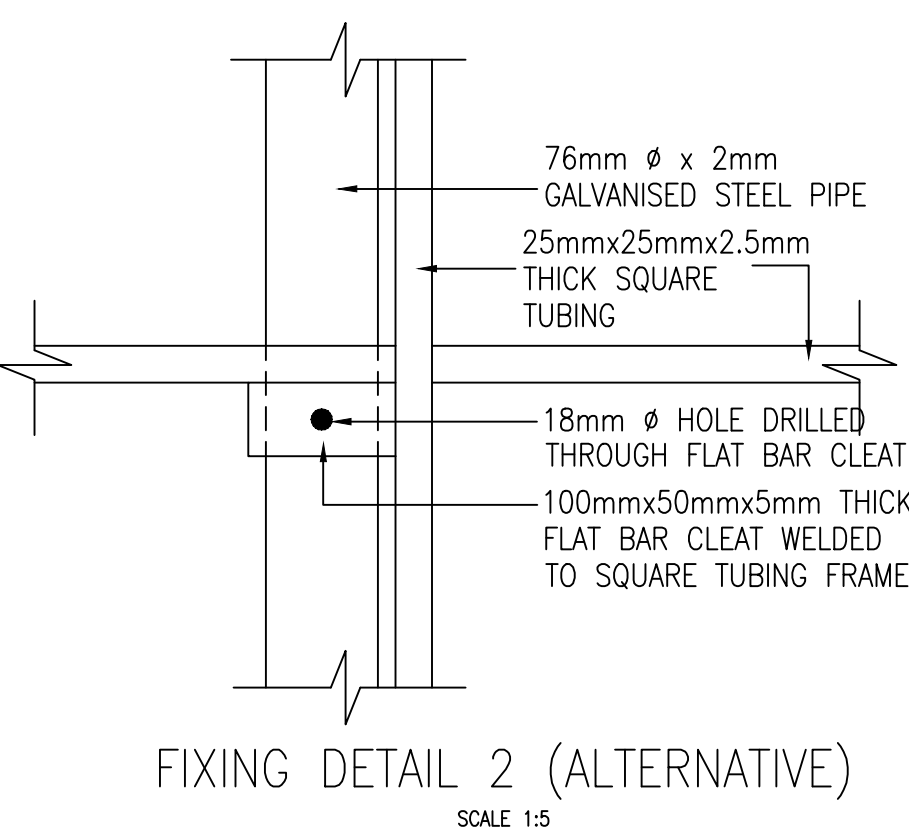
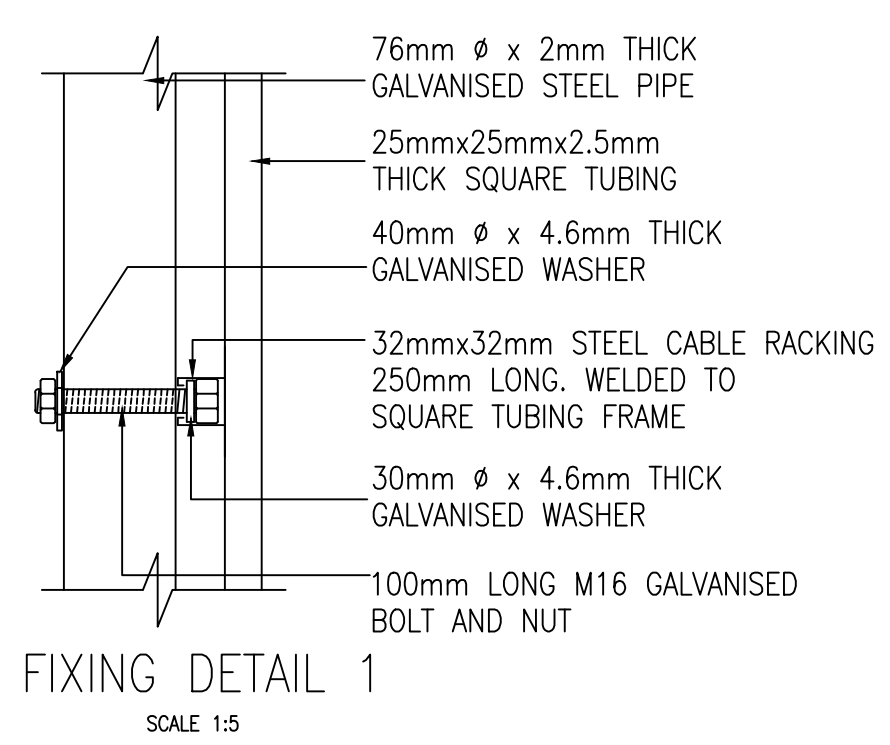
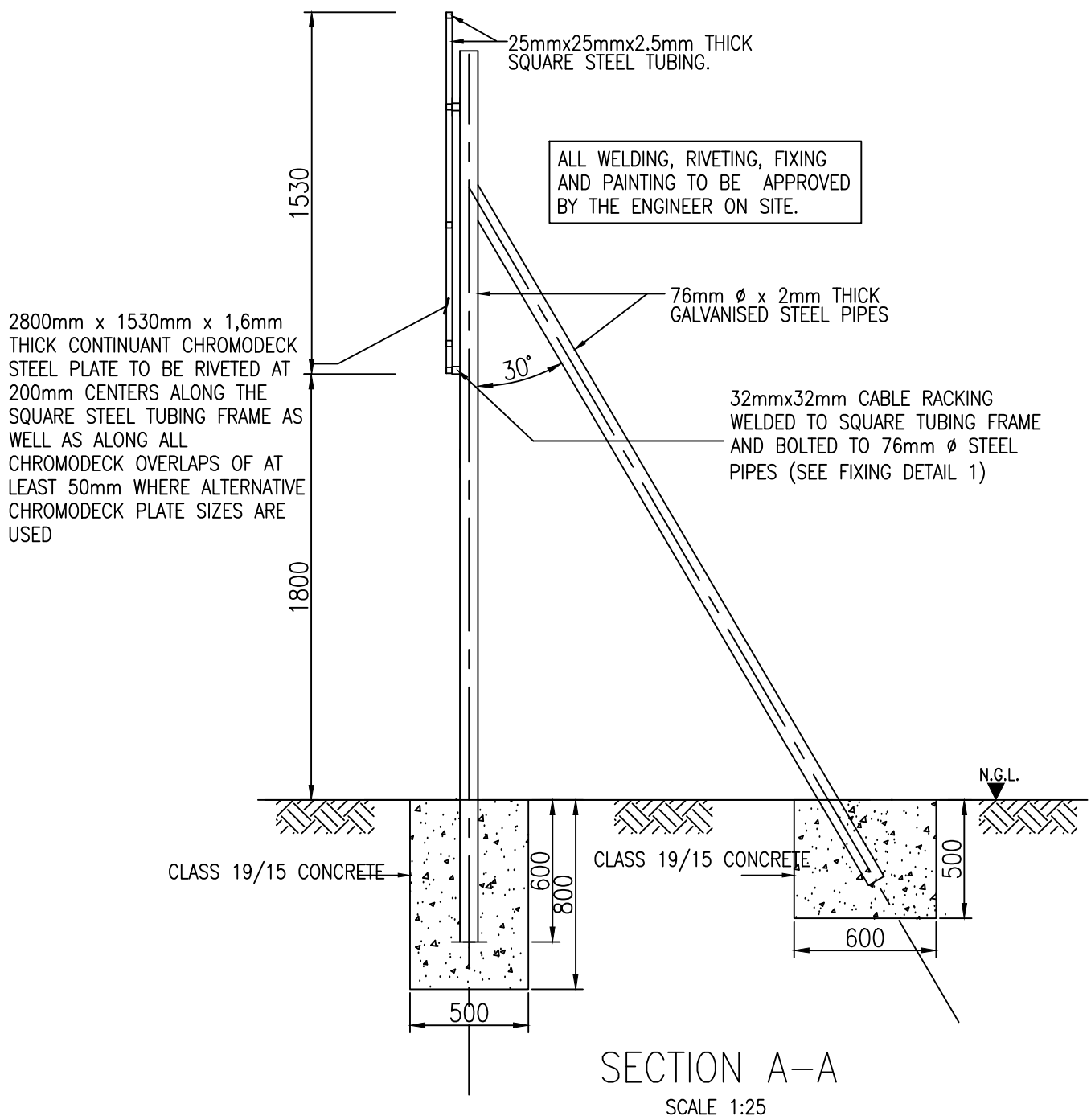
The drawing listed below is attached as a loose drawing in order to given an overview of the project.

Drawing No.	Title
-------------	-------



- COLOUR IDENTIFICATION:**
1. OXFORD BLUE BS 381(C) OF 1964 COLOUR 105
  2. SMOKEY GREY BS 381(C) OF 1964 COLOUR 692
  3. UNCOATED : JW22 (RED)
  4. COATED : PMS 199C (RED)
  5. LETTERS TO BE CAPITALIZED.
  6. BACKGROUND OF BOARD TO BE WHITE ALL BORDER AND LINES TO BE MIDDLE BLUE COLOUR FOR LOGOS TO BE AS PER SPECIFICATION.
  7. ALL PAINT USED SHOULD MATCH REF: 290 ACRYLIC ROAD SIGN PAINT.

- NOTES:**
1. ALL EMBLEMS ARE TO BE OBTAINED BY THE CONTRACTOR AND DISPLAYED IN FULL COLOUR.
  2. THE EMBLEMS OF THE FEDERATION OF CIVIL ENGINEERING CONTRACTORS AND THE ASSOCIATION OF CONSULTING ENGINEERS MAY ONLY BE USED IF THE CONTRACTOR / CONSULTANT IS A REGISTERED MEMBER. NO OTHER EMBLEM MAY BE USED IN LIEU THEREOF.
  3. M16 x 100mm GALVANIZED BOLTS AND NUTS FOR FIXING OF NAME BOARD TO GALVANIZED STEEL PIPES. (FIXING DETAIL 1)
  4. M16 x 100mm GALVANIZED BOLTS AND NUTS FOR FIXING OF NAME BOARD TO GALVANIZED STEEL PIPES. (FIXING DETAIL 2)
  5. LOCATION OF PROJECT NAME BOARD TO BE IN ACCORDANCE WITH THE ENGINEERS INSTRUCTIONS.
  6. FOR FIXING DETAIL 2 THE CENTRE LINES OF THE 76mm Ø STEEL PIPES WILL BE < 1800mm APART.
  7. 76mm GALVANIZED STEEL PIPES MAY BE SUBSTITUTED BY 80x80x61 ANGLE IRON SHOULD STEEL PIPE NOT BE AVAILABLE.



NOTES:

AS-BUILT RECORD			
CONTRACT No.	DESCRIPTION	CERTIFIED BY	DATE

CERTIFIED AS-BUILT FOR CONTRACT : \_\_\_\_\_

ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

VERSION/AMENDMENTS			
No.	DATE	DESCRIPTION	AUTHORISED BY

CLIENT: Mhlontlo Municipality Local Tsolo 5170

PROJECT TITLE: MHLONTLO LOCAL MUNICIPALITY NAMEBOARD DRAWINGS.

DRAWING TITLE: NAME-BOARD

DATE: JANUARY 2018 CO-ORDINATE SYSTEM: \_\_\_\_\_

ORIGINAL DRAWING SCALE: AS SHOWN ORIGINAL DRAWING SHEET SIZE: A3

0 50 100  
100mm ON ORIGINAL DRAWING

SURVEYED	DESIGNED	N NONGQOQO
DRAWN N NONGQOQO	CHECKED Z PETSE	

APPROVED ON BEHALF OF MHLONTLO LOCAL MUNICIPALITY

ENGINEER: \_\_\_\_\_ DATE: MAY 2019

DRAWING No: 001 VERSION: 0

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

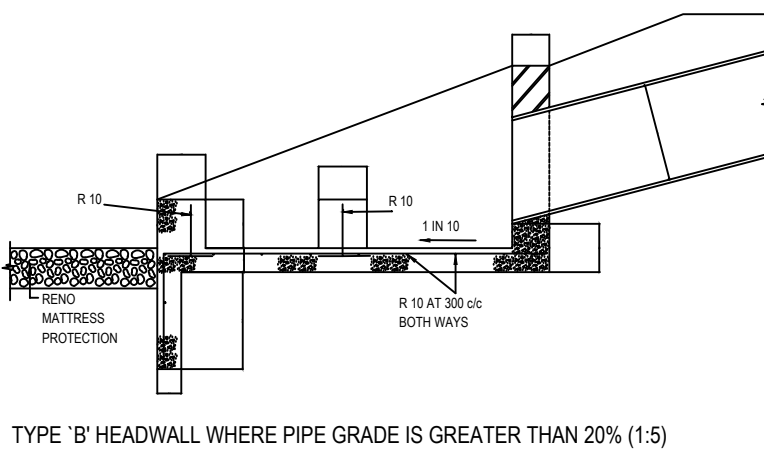
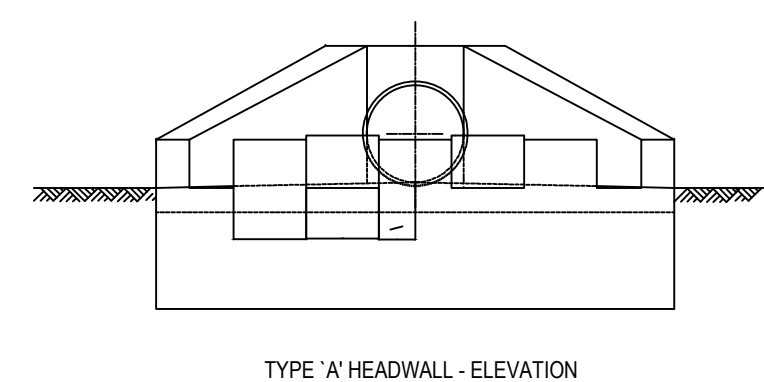
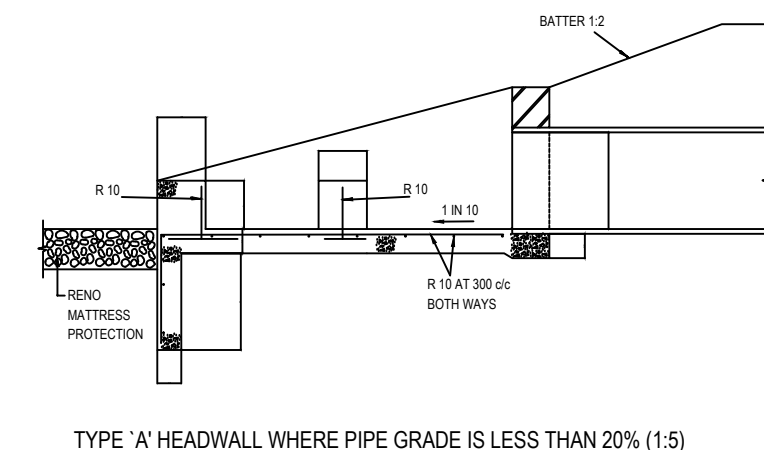
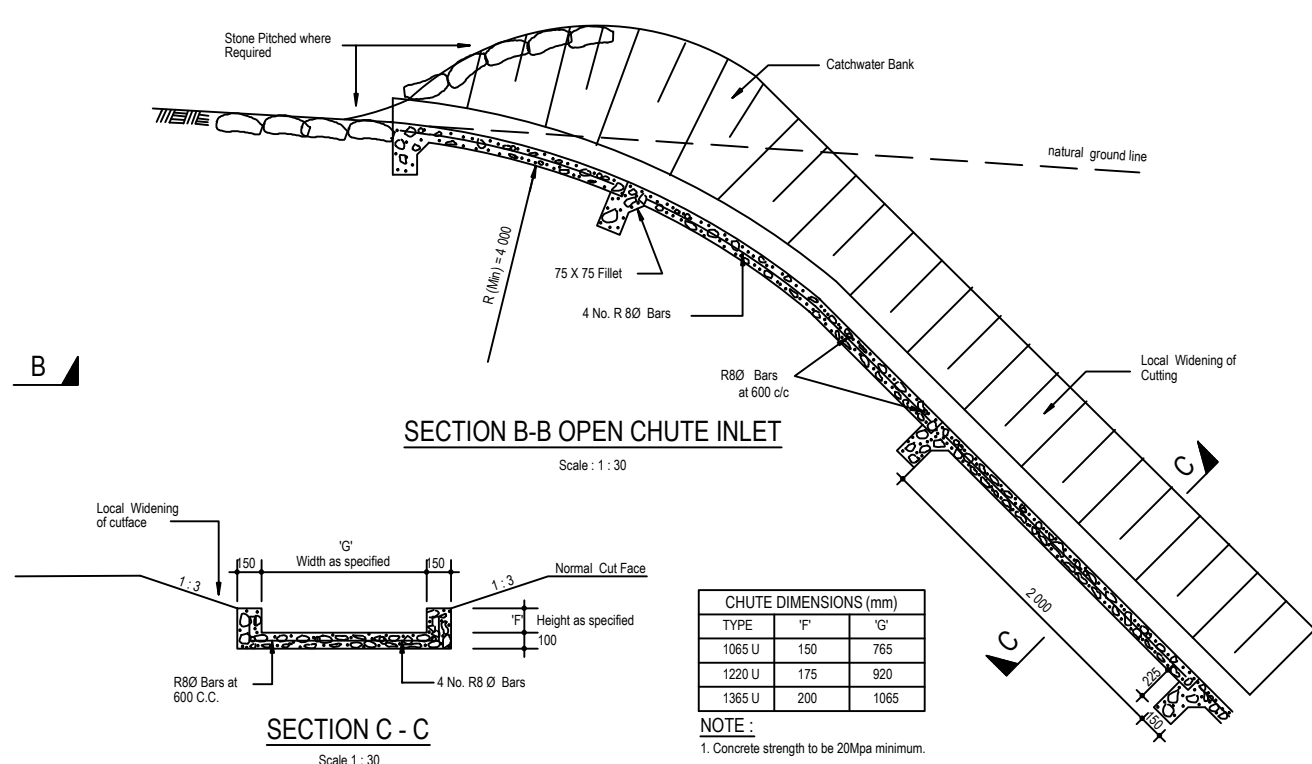
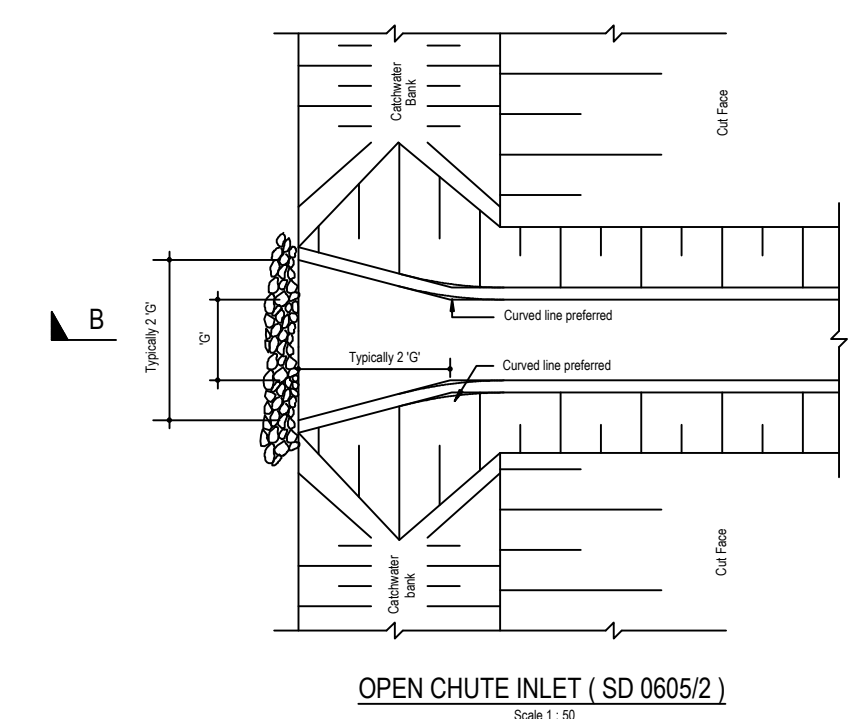
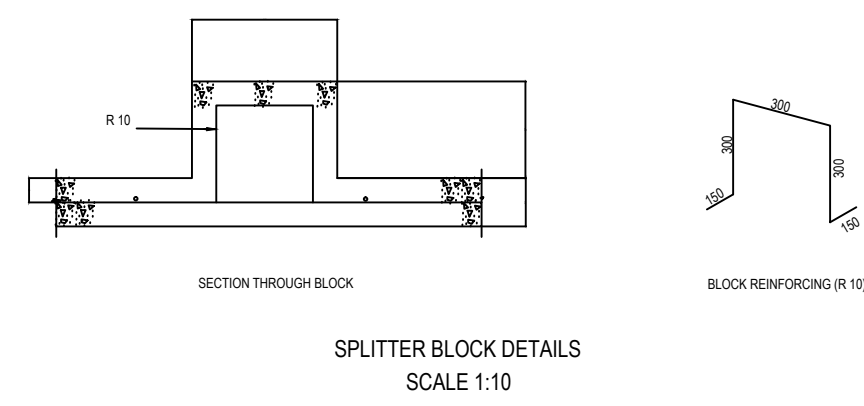
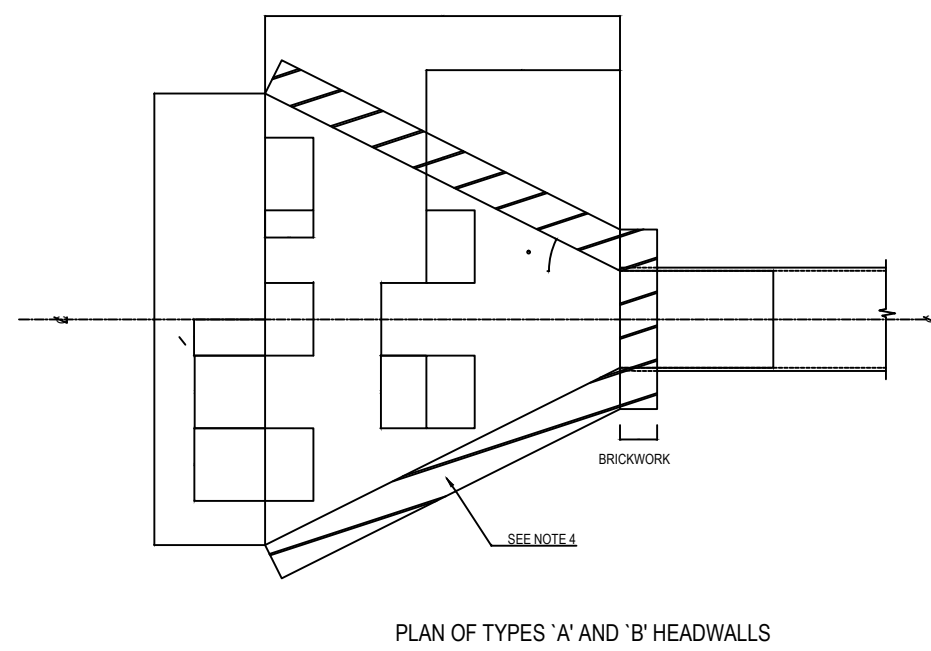
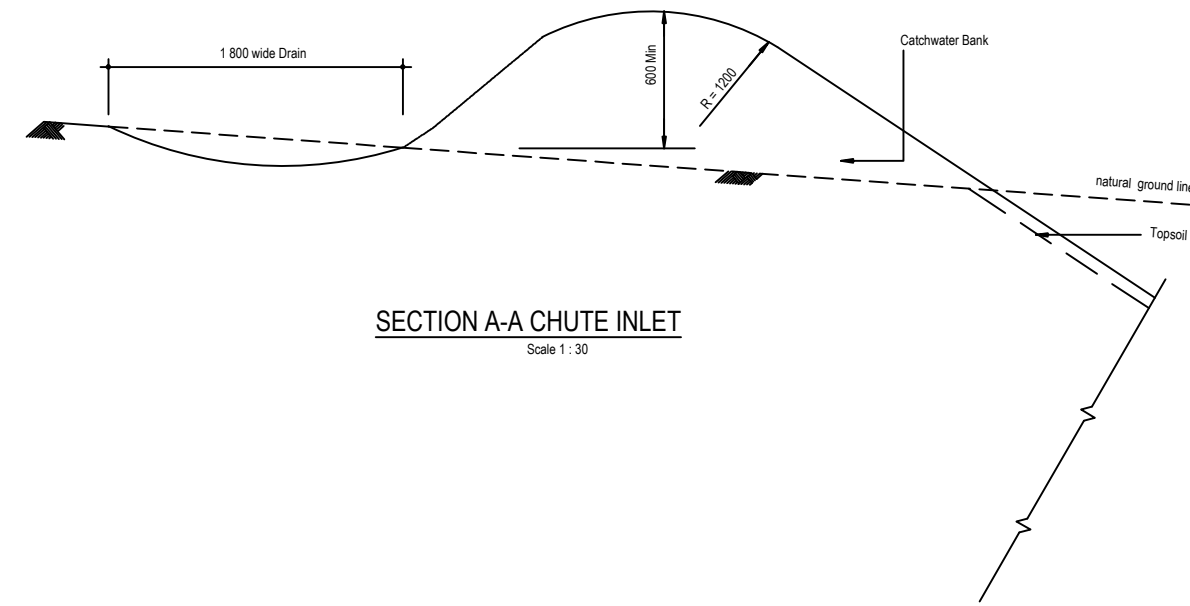
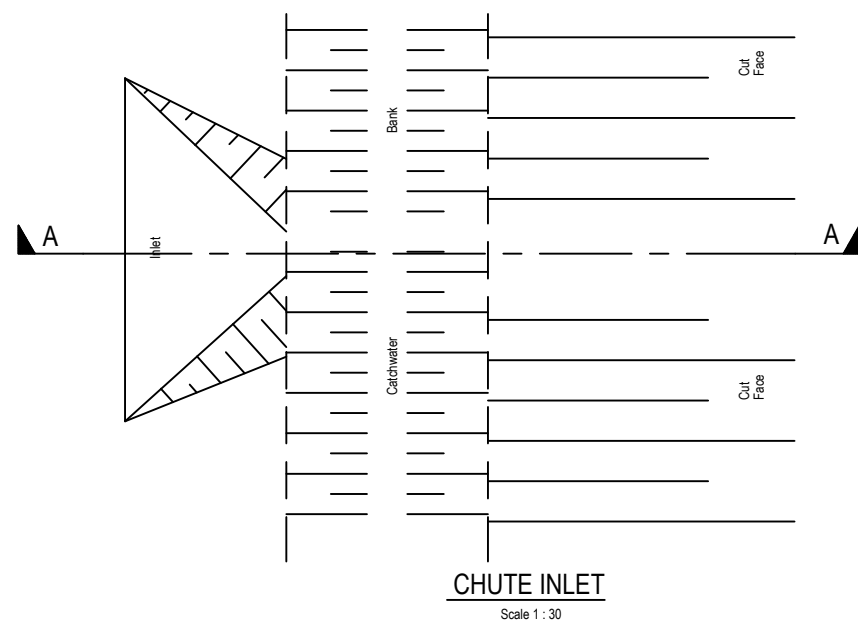
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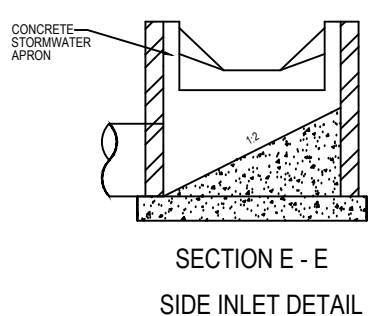
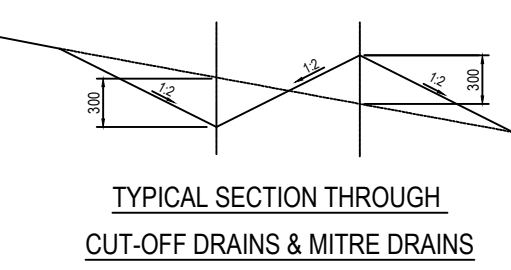
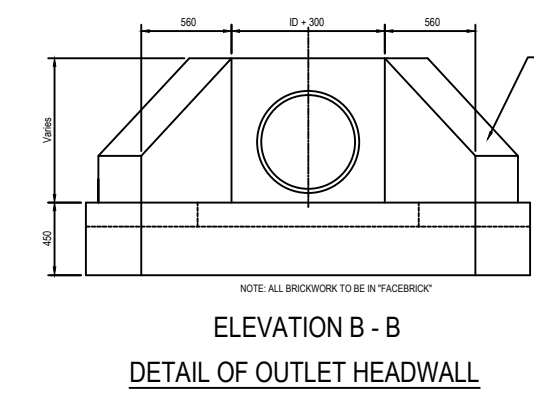
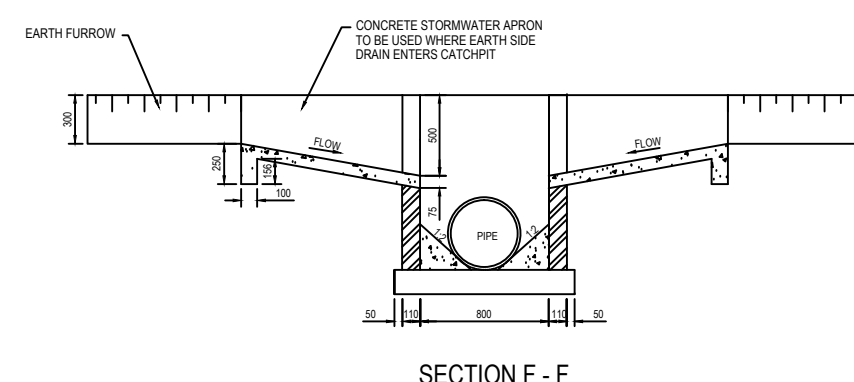
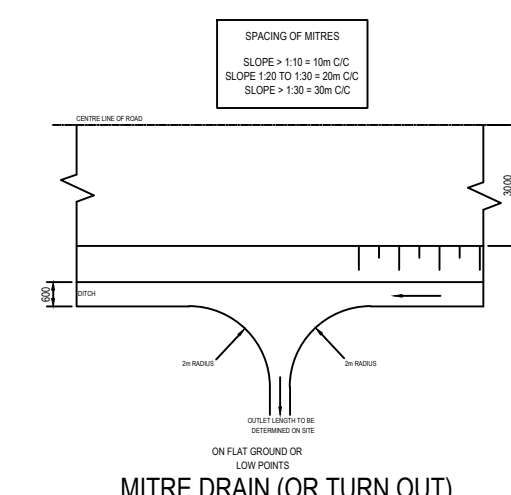
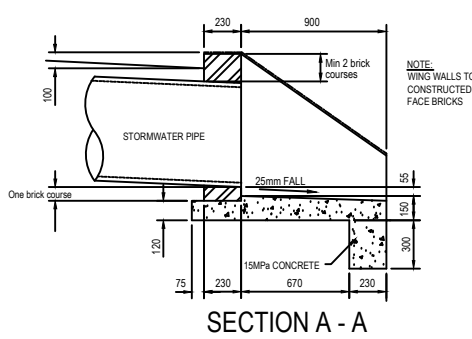
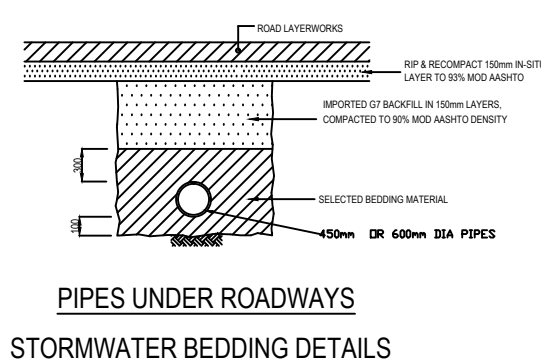
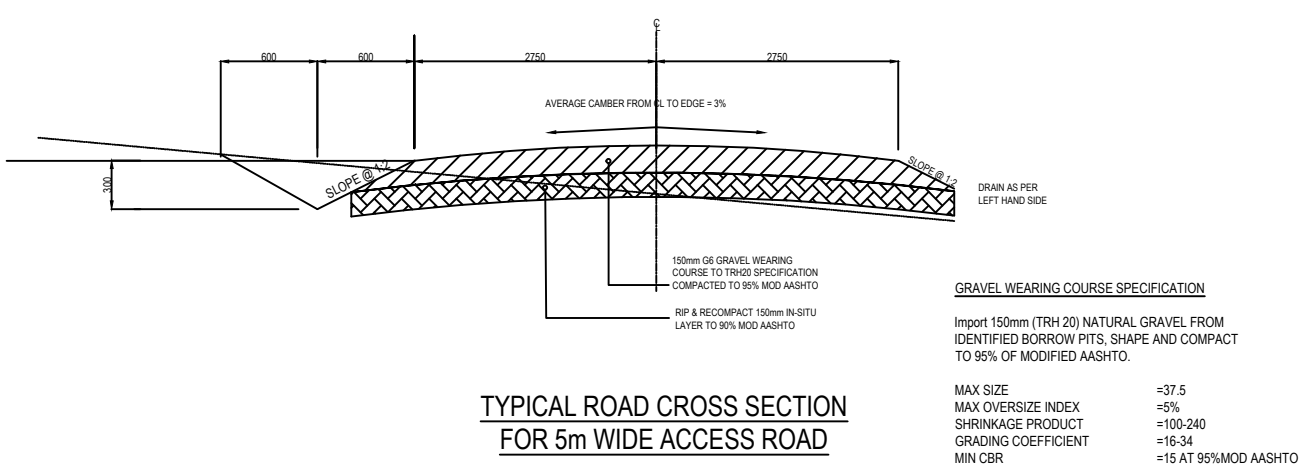
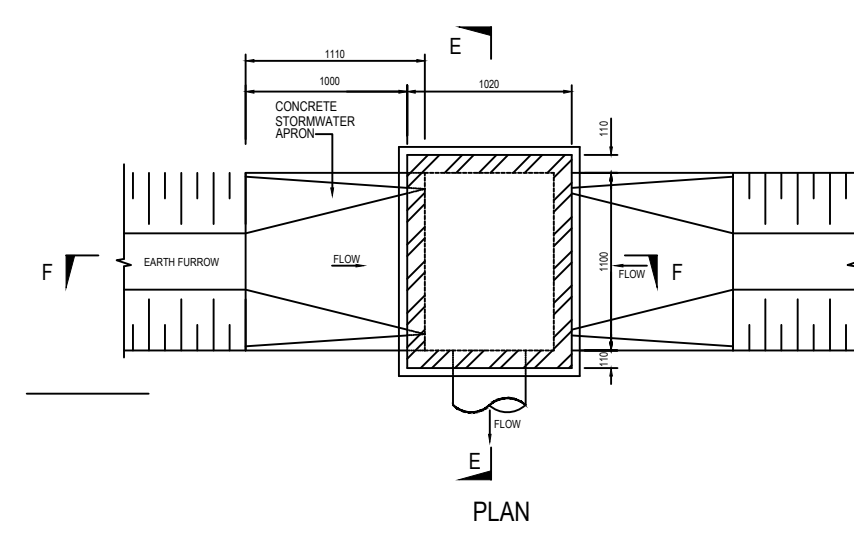
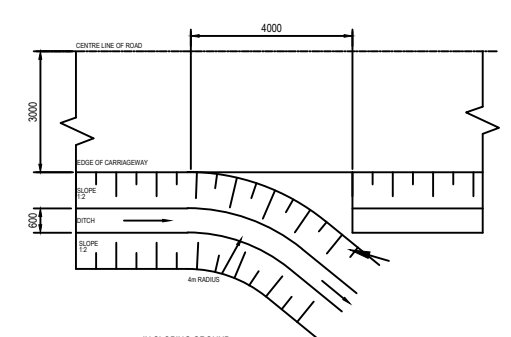
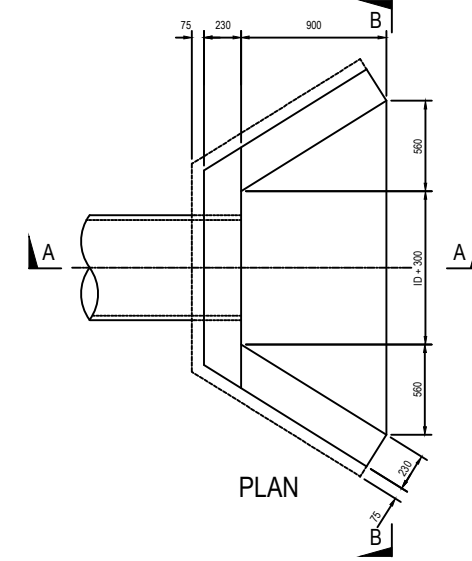
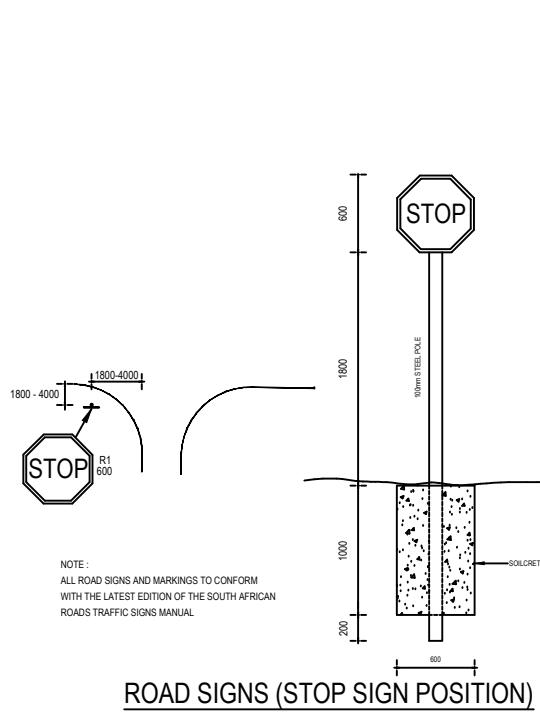
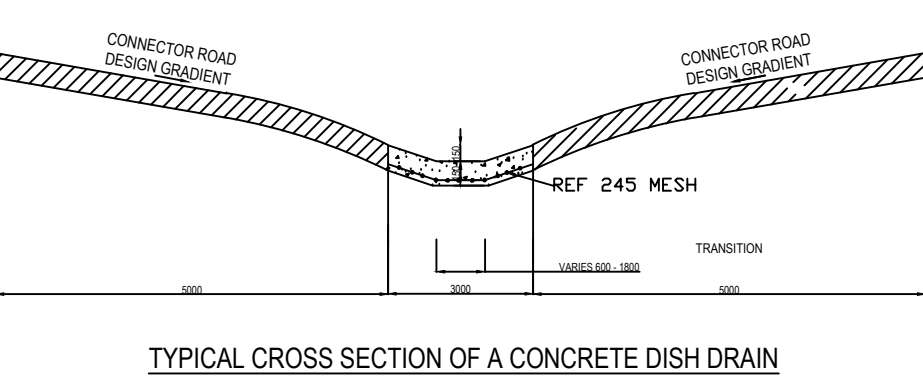
FOR TENDER PURPOSE

DWS No.: 001



WOM PIPE DIA.	DIMENSIONS (mm)					
D	A	B	C	L	X	Y
375	245	350	250	800	1800	2175
450	245	350	250	800	1800	2250
525	250	375	250	1050	2000	2525
600	300	450	300	1200	2200	2800
750	300	450	300	1500	2400	3150
825	300	450	300	1650	2600	3425
900	300	450	300	1800	2800	3700
1050	300	450	300	2100	3000	4050
1200	300	450	300	2400	3200	4400

NOTES:  
1) CONCRETE GRADE 20/25 MPa  
2) COVER TO STEEL 40mm MIN.  
3) REINFORCING TO BE CUT AND BENT ON SITE. MIN. LAPS 500mm.  
4) HEADWALL REINFORCING SIZES (mm):  
S-100 250  
S-125 300  
S-150 350  
S-175 400  
S-200 450  
5) ALL EXPOSED BRICKWORK TO BE FACED BRICK (REFER CLAUSE F.3.1.2. DEPARTMENTAL STANDARD SPECIFICATION)



NOTES:

AS-BUILT RECORD			
CONTRACT No.	DESCRIPTION	CERTIFIED BY	DATE

CERTIFIED AS-BUILT FOR CONTRACT :  
ENGINEER: \_\_\_\_\_ DATE: \_\_\_\_\_

VERSION/AMENDMENTS			
No.	DATE	DESCRIPTION	AUTHORISED BY

CLIENT:  
Mhlontlo Municipality Local  
Tsolo  
5170



PROJECT TITLE:  
  
MHLONTLO LOCAL MUNICIPALITY  
STANDARD DETAIL DRAWINGS.

DRAWING TITLE:  
  
STANDARD DETAILS

DATE: MAY-2019	CO-ORDINATE SYSTEM: ..
ORIGINAL DRAWING SCALE: NTS	ORIGINAL DRAWING SHEET SIZE: A1

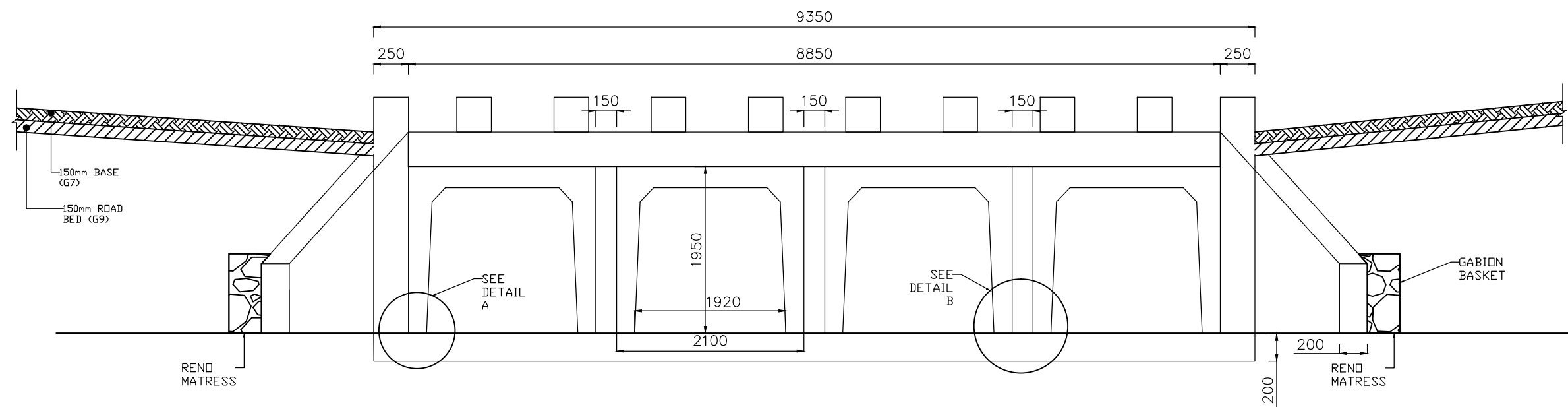
SURVEYED	.....	DESIGNED	N.NONGQOQO
DRAWN	N.NONGQOQO	CHECKED	Z.PETSE
APPROVED ON BEHALF OF MHLONTLO LOCAL MUNICIPALITY.			
ENGINEER: _____		DATE: _____	
DRAWING No: 02			VERSION: 0

APPROVED:	DATE: _____
CLIENT OR ASSIGNEE: _____	DATE: _____
CLIENT:	CLIENT:
DRAWING No.: _____	REF No.: _____

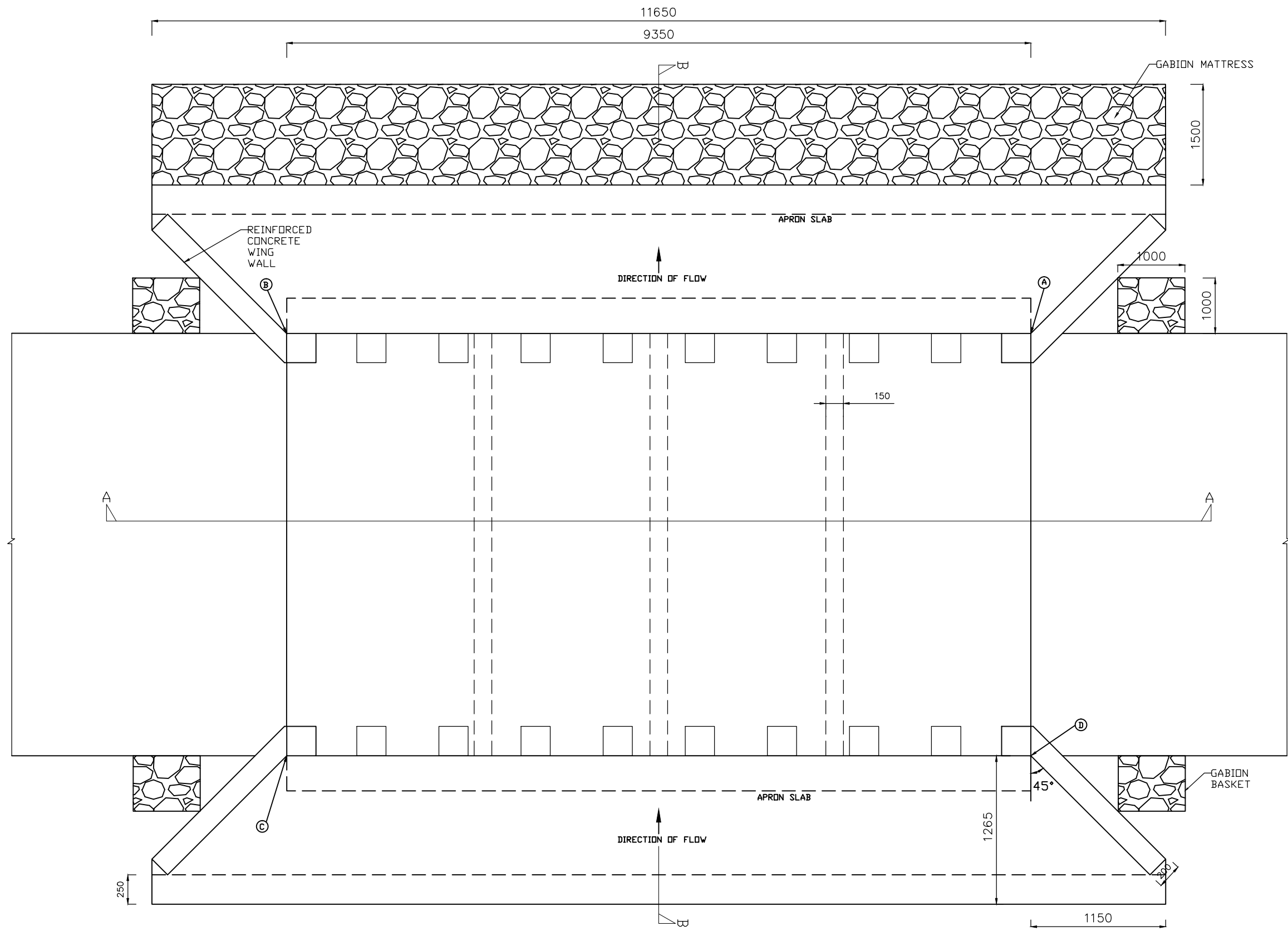
ISSUED FOR TENDER

DWG No.: 02

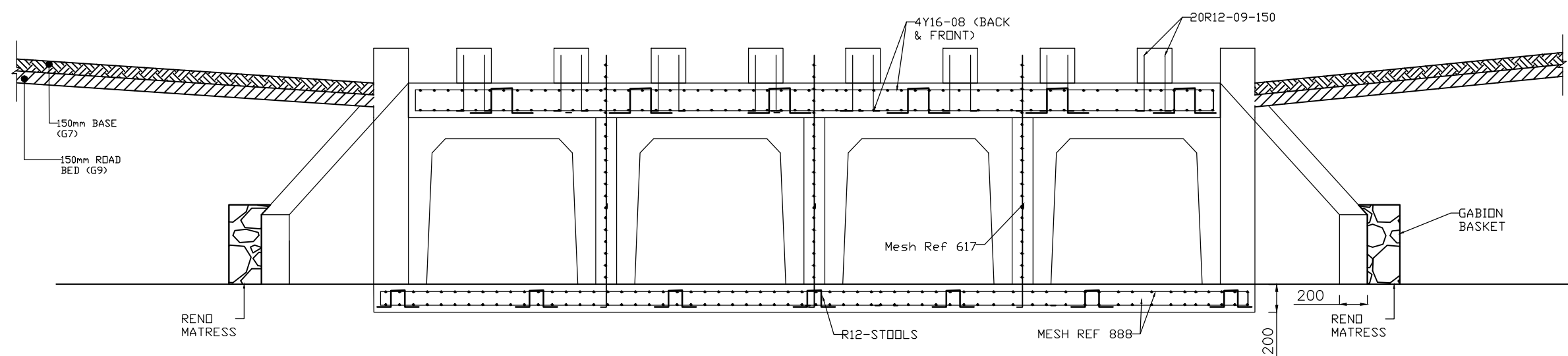




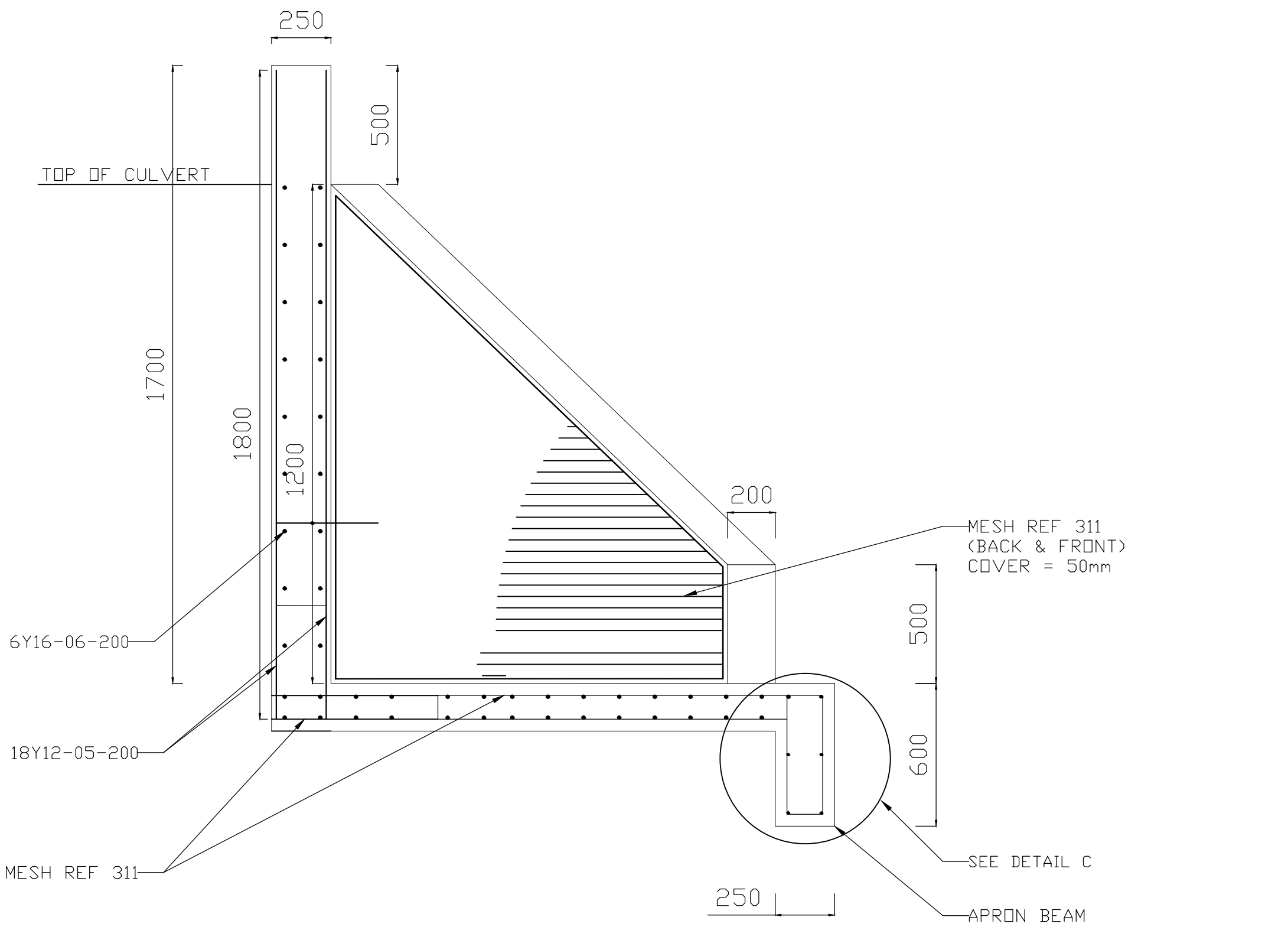
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N.T.S.



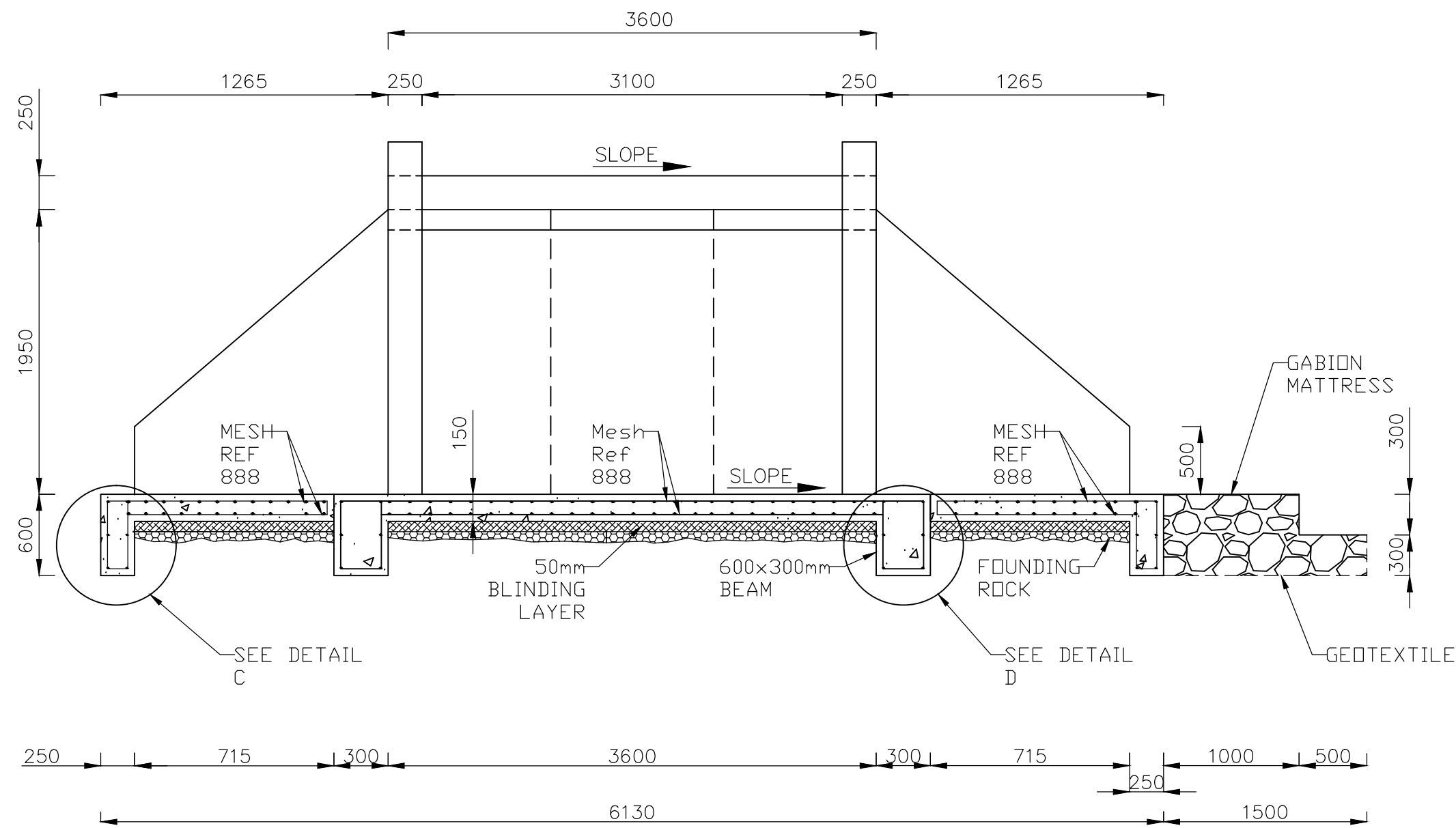
PLAN VIEW  
N.T.S.



SECTION A-A  
N.T.S.



TYPICAL HEADWALL DETAIL  
N.T.S.



SECTION B-B  
N.T.S.

FOR TENDER PURPOSES

NOTES:

1. Precast rectangular culverts to comply to SABS 986/1970.
2. Design code: TMH 7 Parts 1-3.
3. Material specification:
  - Concrete class: 25/19 throughout (Unless specified otherwise).
  - Minimum cementitious content in footings = 300kg/m³.
  - Steel reinforcement: High Tensile Steel 450MPa.
  - Welded steel mesh: High Tensile Steel 485MPa.
  - Welded steel mesh to conform to SABS 1024.
4. Concrete cover = 50mm.
5. A concrete blinding to be 50mm.
6. Headwall not to extend 50mm maximum above shoulder break point.
7. Before casting of headwall, scabble and wire brush precast portal headwall contact area to remove all laitance.
8. Bond headwall to precast portal section with wet to dry epoxy (ABE Epidermix 344 or equivalent product).

AS-BUILT RECORD

CONTRACT No.	DESCRIPTION	CERTIFIED BY	DATE

ENGINEER

VERSION/AMENDMENTS

No.	DATE	DESCRIPTION	AUTHORISED BY

CLIENT:  
Mhlontlo Local Municipality  
96 Church Street  
5180  
Qumbu



PROJECT TITLE:

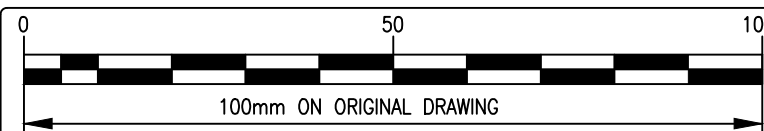
MHLONTLO LOCAL MUNICIPALITY  
STANDARD PORTAL CULVERT

DRAWING TITLE:

CULVERT LAYOUT &  
CROSS SECTIONS

DATE: MAY 2019 CO-ORDINATE SYSTEM:

ORIGINAL DRAWING SCALE: AS SHOWN ORIGINAL DRAWING SHEET: A1



CONSULTING ENGINEERS:

SURVEYED: N NONGGOO DESIGNED: N NONGGOO  
DRAWN: N NONGGOO CHECKED: Z PETSE

ENGINEER: DATE:

DRAWING No: STR-01 VERSION: 0

APPROVED: CLIENT OR ASSIGNEE: DATE:

CLIENT: DRAWING No.: CLIENT: REF No.:

**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**  
**CONTRACT NO: R/EC/327200-19/20**

<b>C3.5 : MANAGEMENT</b>
--------------------------

**C3.5.1        MANAGEMENT OF THE WORKS**

**C3.5.1.1      Applicable SANS and SABS standards**

The provisions of these SABS 1200 take precedent over the provisions of any part of SANS 2001 that is applicable to the contract. The variations and additions to these specifications are described in the section "Applicable SABS 1200 standardised specifications."

The SABS 1200 Standardised Specifications for civil engineering construction applicable to this contract are stated in Section C3.4 : Construction.

**C3.5.1.2      Particular / Generic specifications**

Not applicable.

**C3.5.1.3      Methods and procedures**

**C3.5.1.3.1    Maintenance of accesses and streets**

The Contractor shall make use of temporary haul roads, or where not practically possible, program his work in such a manner that the haulage of materials shall be restricted to that required for the particular section of street. No additional payment shall be made for the use of temporary haul roads and all relevant costs shall be deemed to be covered by the appropriate rates.

The Contractor must note that no additional payment will be made for the construction of temporary access roads to the construction site, borrow areas or to the spoil sites, except for payment made under payment item A 8.3.2.2 of SABS 1200 A.

If the Contractor does make use of existing streets for the hauling of materials to or from the site, he shall be held responsible to clear any spillage caused by his activities on or near the roads by whatever means necessary, within one (1) day after such spillage has occurred. No additional payment will be made for the clearance of spillage and all relevant costs will be deemed to be covered under the relevant items.

**C3.5.1.3.2    Blasting operation**

Any blasting required shall be carried out by a competent, registered blaster. All permits required to purchase, transport, use and dispose of unused, blasting material shall be obtained and copies given to the Engineer before any blasting may take place. The commander of the local South African Police Services (SAPS) shall be informed of the time and date that blasting operations will take place at least 6 hours before blasting.

No blasting operations may take place on weekends or holidays or after 17:00 on week days.

The Contractor shall ensure that sufficient suitable cover material, to the satisfaction of the blaster, is available and in place before a blast is initiated.

**C3.5.1.3.3 Normal working hours**

Normal working hours shall be between 07:00 and 17:00 on weekdays from Mondays to Fridays and between 07:00 and 13:00 on Saturdays, should the Contractor choose to work on Saturdays, excluding Public holidays.

**C3.5.1.3.4 Interference with Municipal staff and operations**

N/A

**C3.5.1.3.5 Access for other Contractors**

The Contractor shall provide reasonable access to other Contractors carrying out work on the site from time to time, as and when such access is required. The Contractor is entitled to request reasonable notification of at least 24 hrs before access by others is required.

**C3.5.1.3.6 Giving notice of work to be covered up**

The Contractor shall give the Engineer reasonable time to accommodate examinations in his programme, in which case times for inspections can be agreed on. Requests for examination of work shall be made in the site request book 24 hrs before the examination is required.

If the Engineer attends with the purpose of examining any part or materials of the works at the time and date as agreed upon with the Contractor, and it is found that the works or materials are not yet ready for inspection, the Contractor shall be responsible for the costs of such a visit by the Engineer.

**C3.5.1.3.7 Cost of test specimens and tests**

It is deemed that the Contractor has made provision in his tender for all such services and tests that are required from him. It is the duty of the Contractor to, at his own cost and by means of the necessary tests, prove to the Engineer that the works and compaction where prescribed, comply with the specification.

**C3.5.1.3.8 Sequence of the works**

Sequencing of the works shall be agreed to between the Contractor, the Engineer and the Electrical Contractor.

**C3.5.1.4 Quality plans and control (Testing)**

Refer SABS 1200 A: General



### **C3.5.1.5 Environmental Management Plan**

#### **C3.5.1.5.1 Demarcation of the site**

For the purpose of the EMP, the site shall be divided into two areas identified by the Engineer and the Contractor:

- (i) The construction camp comprising all buildings, hostels, offices, lay down yards, vehicle wash areas, fuel and material storage areas, batching areas and other infrastructure that is required for the running of the job.
- (ii) The working area in which construction activity is permitted to take place. No infrastructure, permanent lay down or storage areas shall be established in this working area unless specified in the project specification or prior approval is obtained from the Engineer.

#### **C3.5.1.5.2 Construction camp**

The Contractor shall provide the Engineer with a plan showing the positions of all buildings, yards, vehicle wash areas, batching areas and other infrastructure for approval by the Engineer at least ten (10) days prior to the commencement date. The construction camp shall be planned in such a way so as to affect as small an area as practically possible. The Engineer shall approve the location and layout of the construction camp prior to establishment.

#### **C3.5.1.5.3 Fencing of the site**

If a temporary fence is required, the Contractor shall erect and maintain such a fence (demarcating the boundary of the working area, construction camp and access roads) to the satisfaction of the Engineer. The erection of this fence shall be one of the first tasks undertaken by the Contractor after the commencement date. The boundaries between the construction camp area and the working area within the site shall also be fenced.

The Contractor shall ensure that the erection of the fencing causes minimal disturbance to flora, fauna, natural, historical and cultural features. A method statement shall be submitted to the Engineer prior to erection to ensure proper positioning of the fence.

All material left over from fencing operations shall be collected after the fence has been erected and removed from site. Fences shall not be moved or removed without the written consent of the Engineer. The Contractor throughout the construction period shall maintain fences.

#### **C3.5.1.5.4 Workshops**

Any workshops shall be located inside the demarcated construction camp area. The exact location and design of the workshop shall be as approved by the Engineer prior to establishment. The workshop shall have a smooth impermeable (concrete) 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. All waste material shall be disposed of in accordance with national, regional and local laws, regulations and by-laws. This waste material shall be regularly removed off site and disposed of at an approved waste site.

#### **C3.5.1.5.5 Eating areas**

The Contractor's employees shall eat in the designated eating area indicated on the Contractor's drawing of the construction camp that has been approved by the Engineer. No changes to the eating area shall be made without the approval of the Engineer. The Contractor shall provide shade and adequate scavenger-proof and weatherproof refuse bins in this area.

Any cooking on site shall only be undertaken in the eating area and be done on well maintained gas cookers with fire extinguishers present. No cooking shall be done anywhere else on site and no fires are permitted.

#### **C3.5.1.5.6 Watchmen**

The Contractor shall ensure that a watchman is present on site during all non-working hours, including public holidays unless otherwise agreed with the Engineer to ensure the safety of sensitive areas.

#### **C3.5.1.5.7 Ablution facilities**

The exact location of the toilets shall be as approved by the Engineer. The Contractor shall provide toilets and shall be responsible for their maintenance and servicing on a daily basis. The contractor shall ensure that no spillage occurs when the toilets are cleaned or emptied. Burial of waste from toilets on site is strictly prohibited. The toilets shall be maintained in a clean state. Performing ablutions anywhere other than in toilets is strictly prohibited. Leaking toilets shall be repaired immediately or removed from site.

#### **C3.5.1.5.8 Solid waste collection areas**

“Solid waste” refers to 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).

The Contractor shall set up a waste control and removal system. The Contractor shall submit a method statement for waste control and removal to the Engineer for approval prior to commencement. Bins shall be closed, weatherproof and scavenger-proof.

Waste shall be collected from these bins on a daily basis and shall be stored in a central collection area prior to removal off-site. This central collection area shall have appropriate storage containers (closed and weatherproof) bunded and lined with plastic or concrete. The waste from this central collection area shall be disposed of off-site at an approved waste site. Waste shall be removed from site on a regular basis as approved by the Engineer. Waste shall not be burnt or buried on site or in the surrounding area. Where possible, appropriate material shall be reused or recycled.

#### **C3.5.1.5.9 Wastewater**

Water shall be used sparingly on site and where possible wastewater shall be recycled. A wastewater management plan shall be submitted to the Engineer for approval 10 days prior to commencement date. This management plan shall detail the expected extent of contamination of each wastewater stream and how the Contractor plans to deal with each wastewater stream.

#### **C3.5.1.5.10 Fuel storage areas**

Fuels required for use during construction shall be stored in a depot at the construction camp at a location as agreed upon by the Engineer. The Contractor shall ensure that all liquid fuels (petrol and diesel) are stored in tanks with lids, which are kept firmly shut. The tanks shall be situated on a smooth impermeable (plastic or concrete) base with an earth bund. The impermeable lining shall extend to the crest of the bund and the volume inside the bund shall be 1,5 x the total capacity of the storage tanks. The bunded area shall be emptied of water following rainfall events. The floor of the bund shall be sloped towards an oil trap or sump to enable any spilled fuel and / or fuel-soaked water to be removed.

The Contractor shall keep fuel under lock and key at all times.

#### **C3.5.1.5.11 Concrete batching area**

Cement and concrete are regarded as hazardous to the environment due to the high pH of the material and the chemicals it contains.

The Contractor shall submit a method statement for mixing of concrete for approval by the Engineer indicating where the mixing will take place and the methods to ensure that waste water and materials are contained in the batching area and disposed of correctly. Concrete shall not be mixed directly on the ground.

#### **C3.5.1.5.12 Equipment maintenance and storage**

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

The Contractor shall demarcate an area in which equipment and vehicles may be stored. The location of this area shall be as approved by the Engineer. The Contractor shall take measures to ensure that there is no pollution of this storage area by leaks or drips.

#### **C3.5.1.5.13 Materials handling, use and storage**

The Contractor is responsible for ensuring that any material delivery drivers are informed of all procedures and restrictions (e.g. which access roads to use, "no go" areas, speed limits, dust control, etc) required to comply with the EMP before they arrive at site and off load any materials. The Contractor shall ensure that the delivery drivers are supervised during off-loading by someone with an adequate understanding of the requirements of the EMP, so as to ensure that all relevant requirements of the EMP are followed.

#### **Hazardous Substances**

The Contractor shall comply with all relevant national, regional and local legislation with regard to the transport, use and disposal of hazardous materials.

The Contractor shall provide the Engineer with a list of all hazardous materials to be used on site, together with the storage, handling and disposal procedures of the materials. This information shall be available to all personnel on site.

The location of the hazardous material store shall be within the demarcated construction camp area. The location and design of the store within this area shall be approved by the Engineer prior to establishment.

#### **Fuel (Petrol and Diesel) and Oil**

Where possible, the Contractor shall ensure the refuelling of vehicles takes place only at the fuel storage area in the construction camp. Where this is not possible, the Contractor shall notify the Engineer to get his approval of the refuelling method to be used. The surface under the refuelling area shall be protected against pollution to the satisfaction of the Engineer prior to any refuelling activities. All equipment that leaks shall be repaired immediately or removed from the site. Refuelling shall be carried out by means of pumps, rather than funnels.

#### **C3.5.1.5.14 Emergency procedures**

The Contractor shall ensure that emergency procedures for the following situations are submitted for approval to the Engineer prior to establishment of the site.

## **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 staff and the staff of Subcontractors are aware of the procedure to be followed in the event of a fire.

## **Accidental leaks and spillages**

The Contractor shall ensure that his staff and the staff of Subcontractors are aware of the procedure to be followed for dealing with spills and leaks, which will include notifying the Engineer and relevant authorities. The Contractor shall also ensure that the necessary materials and equipment for dealing with spills and leaks are present on site at all times. The clean up of spills and any damage caused by the spill or leak shall be for the Contractor's account. The Contractor shall submit a method statement for management of accidental leaks and spillage's of any liquid material to the Engineer for approval.

### **C3.5.1.5.15 Care of surrounding areas**

The Contractor shall ensure that no contamination of or damage to the surrounding areas or watercourses shall occur as a result of any of his activities during construction.

Care shall be taken to ensure no accidental spillage or leakage occurs. Should any spillage or leakage occur the Contractor shall immediately stop his operations and clean up the spillage. He shall then rectify the cause of the spillage or leakage before proceeding further to ensure that no further spillages occur.

The clean up of spillage and any damage caused by the spillage or leakage shall be for the Contractor's account. The Contractor shall submit a method statement for management of accidental leaks and spillages of any sewage to the Engineer for approval.

The Contractor shall ensure that no pollution of the surrounding areas occurs due to wind-blown or other litter emanating from the site or from his activities during construction. No fires are permitted, neither is the cutting down of or any damage to trees and other vegetation outside of the demarcated site.

### **C3.5.1.6 Planning and programming**

The Employer will take no responsibilities for any work done outside the site of works without approval by the Engineer.

Immediately after the handing over of the site the Engineer and the Contractor shall discuss the order of procedure and methods in which the Contractor shall carry out the works, and to give priority to the following parts of the works to avoid delays with the contract, after which the Contractor shall compile and submit to the Engineer, within 14 days of the commencement date, a bar chart showing the construction program.

The programme shall be in the form of a bar chart only, and shall clearly show the anticipated quantities, the production rates and value of work to be performed each month.

A network-based programme according to the precedence method shall also be provided showing the various activities and critical path in such detail as may be required by the Engineer. The programme shall be updated monthly in accordance with the progress made by the Contractor.

It is a prerequisite of this contract that minimal disruption of the public is ensured during construction. Construction methods must be of such a nature that no property or life is endangered. The Employer accepts no responsibility for any work done outside the site boundaries without the Engineer's approval.

Failure to comply with these requirements will entitle the Engineer to use a programme based on his own assumptions for the purpose of evaluating claims for extension of time or additional payments.

The compilation of the construction program and any amendments thereto during the course of construction shall be at the cost of the Contractor and shall not be measured elsewhere in the contract.

**C3.5.1.7 Other Contractors on site**

A electrical contractor will be on site during the contract period. Close co-operation is required between the civil and electrical contractors to ensure neither delays the other. The contractor responsible for delaying other contractors shall be liable for all costs associated with the delay.

Programming and liaison in this regard must be taken into account.

**C3.5.1.8 Recording of weather**

The Contractor shall record all rainy and windy periods which may adversely affect to the contractual time for completion in terms of clause 42 of the General Conditions of Contract.

The Contractor shall erect a rain gauge on site for the purpose of recording precipitation.

**C3.5.1.9 Format of communications**

All communication regarding the contract shall be channelled through the Engineer and/or his duly authorised representative.

**C3.5.1.10 Management meeting**

Management meetings shall be held once a month for the duration of the project on dates and times to be agreed.

**C3.5.1.11 Daily records**

Daily records of site activities must be kept accurately. This would include record of plant, personnel, site and weather conditions.

**C3.5.2 HEALTH AND SAFETY**

**C3.5.2.1 Health And Safety Requirements**

Before starting work on site the Contractor shall present to the Employer his Health and Safety Plan for approval. He shall also appoint a Health and Safety Officer in writing and give a copy of the letter of appointment to the Employer.

The Health and Safety Specifications are attached as Appendix B and must be referred to when compiling the Health and Safety Plan.

**C3.5.2.2 Access To Site By Public**

The Contractor shall erect fences and employ sufficient security personnel to prevent unauthorised access to the site by members of the public. Notices prohibiting access to the site shall be clearly displayed at all access points.

The notices shall be in English, Afrikaans and the most commonly used local language.

### **C3.5.2.3 Barricades And Lighting**

All excavations and openings in walls and slabs into or through which a person may fall shall be securely barricaded at all times in accordance with the requirements of the applicable OH&S regulations.

**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**  
**CONTRACT NO: R/EC/307200-19/20**

<b>PART C4 : SITE INFORMATION</b>
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**C4.1      SCOPE**

**C4.2      SOIL CONDITIONS**

**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**  
**CONTRACT NO: R/EC/307200-19/20**

<b>C4: SITE INFORMATION</b>
-----------------------------

**C4.1      SCOPE**

The documentation included in this section describes the site as at the time of tender to enable the tenderer to price his tender and to decide upon his method of working and programming.

Only actual information about physical conditions on the site and its surroundings has been included in this section and interpretation is a matter for the tenderers.

**C4.2      SOIL CONDITIONS**

No claims whatsoever that may arise because of unforeseen ground and subsoil conditions will be considered. It is the responsibility for the Contractor to ascertain for himself the nature of the ground and subsoil as well as the conditions on site.

It is the Contractor's responsibility to supply and deliver all materials that complies to the minimum standards as well as for the building and maintaining of access roads to the works on site, haul areas or dumping sites. No additional payment will be applicable to the above-mentioned other than the relevant items in the schedule of quantities.



**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**  
**CONTRACT NO: R/EC/307200-19/20**

<p><b>APPENDIX A</b> <b>STANDARD CONDITIONS OF TENDER</b></p>
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**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**  
**CONTRACT NO: R/EC/307200-19/20**  
**STANDARD CONDITIONS OF TENDER**

**F.1 General**

**F.1.1 Actions**

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

**F.1.2 Tender Documents**

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

**F.1.3 Interpretation**

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

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

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

- a) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

#### **F.1.4 Communication and employer's agent**

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

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

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

**F.1.5.2** The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six (6) 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**

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

##### **F.2.2 Cost of tendering**

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

##### **F.2.3 Check documents**

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

##### **F.2.4 Confidentiality and copyright of documents**

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

##### **F.2.5 Reference documents**

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

##### **F.2.6 Acknowledge addenda**

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

## **F.2.7 Clarification meeting**

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

## **F.2.8 Seek clarification**

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

## **F.2.9 Insurance**

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

## **F.2.10 Pricing the tender offer**

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

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

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

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

## **F.2.11 Alterations to documents**

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

## **F.2.12 Alternative tender offers**

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

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

## **F.2.13 Submitting a tender offer**

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

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

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

- F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- F.2.13.8** Accept that the employer 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.
- F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

**F.2.17 Clarification of tender offer after submission**

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

**Note:**

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

**F.2.18 Provide other material**

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

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

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

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

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

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

**F.2.21 Check final draft**

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

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

If so instructed by the employer, return all retained tender documents within twenty eight (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 to the tender closing time stated in the tender data and notify all tenderers who drew procurement documents.

**F.3.2 Issue addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date 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 the 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.3.11 Evaluation of tender offers**

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

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the tender data and described below:

Method 1: Financial offer	<ol style="list-style-type: none"> <li>1) Rank tender offers from the most favourable to the least favourable comparative offer.</li> <li>2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> </ol>
Method 2: Financial offer and preferences	<ol style="list-style-type: none"> <li>1) Score tender evaluation points for financial offer.</li> <li>2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing.</li> <li>3) Calculate total tender evaluation points.</li> <li>4) Rank tender offers from the highest number of tender evaluation points to the lowest.</li> <li>5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> </ol>
Method 3: Financial offer and quality	<ol style="list-style-type: none"> <li>1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data.</li> <li>2) Score tender evaluation points for financial offer.</li> <li>3) Calculate total tender evaluation points.</li> </ol>



Method 3: (Continue)	4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

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

#### F.3.11.2 Scoring financial offers

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

$$NFO = W_1 \times A$$

where:

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

$W_1$  = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the tender data.

$A$  = a number calculated using either formulas 1 or 2 below as stated in the tender data.

Formula	Basis for comparison	Option 1	Option 2
1.	Highest price or discount	$\left(1 + \left(\frac{P - P_m}{P_m}\right)\right)$	$P/P_m$
2.	Lowest price or percentage commission/fee	$\left(1 - \left(\frac{P - P_m}{P_m}\right)\right)$	$P_m/P$

where:

$P_m$  = the comparative offer of the most favourable tender offer.

$P$  = the comparative offer of tender offer under consideration.

**F.3.11.3 Scoring quality (functionality)**

Score quality in each of the categories in accordance with the tender data and calculate total score for quality.

**F.3.12 Insurance provided by the employer**

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

**F.3.13 Acceptance of tender offer**

**F.3.13.1** Accept tender offer only if the tenderer complies with the legal requirements stated in the tender data.

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

**F.3.14 Notice to unsuccessful tenderers**

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their tender offers have not been accepted.

**F.3.15 Prepare contract documents**

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

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

**F.3.16 Issue final contract**

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

**F.3.17 Complete adjudicator's contract**

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

**F.3.18 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the tender data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**  
**CONTRACT NO: R/EC/307200-19/20**

**CONSTRUCTION OF CIVIL ENGINEERING WORKS**

<p><b>APPENDIX B</b> <b>HEALTH AND SAFETY SPECIFICATIONS</b></p>
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**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**  
**CONTRACT NO: R/EC/307200-19/20**

**OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS**

**1. Background**

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

**2. Framework For An Occupational Health And Safety Plan**

**2.1 Introduction**

The Principal Contractor has to demonstrate to the Employer that it has a suitable and sufficiently documented Occupational Health and Safety plan as well as the necessary competencies, experience and resources to perform the construction work safely. The Principle Contractor could be required to submit the following documentation for perusal and verification by the Employer:

- Management structure.
- Quality plan.
- Human resources plan.
- Registered workplace skills plan.
- "Letter of good standing" from the Compensation Commissioner or licensed compensation insurer.
- Proof of Induction and other training of employees.
- Example copy minutes of previous Occupational Health and Safety Committee meetings and copies of Incident Investigation reports.

The following specifications are supplied as a guide only. The Employer's Health and Safety Agent may amend and/or expand on the specifications by means of an addendum to Tender or after the award of the Contract.

**2.2 OH&S plan at tender stage**

Tenderers shall submit an OH&S plan with their tender document. This shall be a preliminary plan that may be expanded on and finalised after the award of the contract.

The OH&S Plan should be based on the following principles:

- A proper risk assessment of the construction work.
- Pro-active identification of potential hazards and unsafe working conditions.
- Informing and/or training of employees in hazards and risk areas.
- Provision of a safe-working environment and safety equipment.
- Ensuring the safety of sub-contractors through their safety plans.
- Monitoring the health and safety on the construction works on a regular basis.
- Using competent safety officers.

## **2.3 Contents Of An Occupational Health And Safety Plan**

### **2.3.1 Occupational health and safety management programme**

- Management of Occupational Health and Safety risks.
- Occupational Health and Safety structures and appointments.
- Programme of Occupational Health and Safety inspections.
- Occupational Health and Safety Representatives.
- Occupational Health and Safety committee.

### **2.3.2 Communication and management of the work**

- Management structure and responsibilities.
- Details of the construction supervision and his appointed assistants.
- Details of the Construction Safety Officer.
- Occupational Health and Safety goals for the project and arrangements for monitoring and review of Occupational Health and Safety performance.
- Arrangements for:
  - Regular liaison between parties on site.
  - Consultation with the workforce.
  - The exchange of design information between the Employer, designers, supervisors and contractors on site.
  - Handling design changes during the project.
  - Selection and control of contractors.
  - The exchange of Occupational Health and Safety information between all contractors.
  - Security.
  - Site induction and on site training.

- Facilities and first-aid.
- The reporting and investigation of accidents and incidents.
- The production and approval of risk assessments and method statements.
- Site OH&S rules.
- Fire and emergency procedures.
- Reporting to the Employer i.e. results of Occupational Health and Safety inspections, incident and incident investigations and committee meetings.
- Reporting of incidents to the Department of Labour and Compensation insurer where appropriate.

### **2.3.3 Arrangements for controlling significant site risks**

The following are some examples of the arrangements for controlling the most significant site risks:

#### **2.3.3.1 Safety risks**

- Services, including temporary electrical installations.
- Preventing employees from falling into excavations, from trucks etc.
- Work with, on or near fragile materials.
- Control of lifting operations.
- The maintenance of plant and equipment.
- Traffic routes and segregation of vehicles and pedestrians.
- Handling and storage of hazardous materials.
- Dealing with existing unstable structures/land.
- Working in confined spaces.
- Working at elevated heights (> 3,0 m).
- Other significant safety risks as and when identified.

#### **2.3.3.2 Health risks**

- Working environment (operational sewage treatment works).
- Handling sewage sludge.
- Handling, storage and use of hazardous chemical substances.
- Dust containing cement, silica and other hazardous substances.
- Dealing with contaminated land or material.
- Manual handling.

- Reducing noise and vibration.
- Provision of adequate lighting.
- Ventilation considerations.
- Extreme heat and cold temperature considerations.
- Dealing with HIV/Aids and other illnesses.
- Provision of and maintaining ablution and eating facilities.
- Other significant health risks as and when identified.

#### **2.3.3.3 Special risks**

Contractors are to take note of the special risks that may be encountered during the project and to include these special risks in the OH&S plan.

#### **2.3.3.4 Working environment**

- Spray from sewage treatment operations.
- Open and unguarded structures containing liquid (sewage).
- Rotating machinery and pumps.

#### **2.3.3.5 Installation work**

- Use of electricity may be hazardous in wet conditions.
- Working space may be limited.
- Lifting and placing of heavy equipment.

### **3. Preparation Of An Occupational Health And Safety Operational Reference File/Manual**

The Principle Contractor shall open and maintain an OH&S file for the duration of the contract. On completion of the contract the Principle Contractor shall hand the OH&S file to the Employer.

#### **3.1 The following are some of the requirements to be addressed**

- Layout, format and content requirements.
- Arrangement for the collection and gathering of information.
- Storage and archiving of all the information.
- Copy to the Client at completion of project.

#### **3.2 Contents of an OH&S file/manual**

- OH&S Policy.
- Notice of new project.
- Site start-up.

- Security measures.
- Written designations and appointments.
- Arrangements with contractors/mandataries.
- OH&S rules and procedures.
- Induction.
- OH&S training.
- OH&S promotion.
- OH&S representatives.
- OH&S committees.
- Workplace facilities e.g. ablutions, sheltered eating areas etc.
- Protective equipment.
- Workplace inspections and audits.
- Investigation and reporting of incidents/accidents.
- Mechanical safeguarding.
- Electrical safeguarding.
- Safeguarding against hazardous substances.
- Lifting machinery and equipment.
- Construction vehicles and mobile plant.
- Welding, heating and flame cutting.
- Protection of the environment affected by construction activities.
- Keeping of records in terms of the OH&S Act (85 of 1993).
- General details of construction methods and materials used.
- Details of equipment and maintenance facilities within the structures.
- Maintenance requirements and procedures for structures / equipment / plant.
- Manuals produced by suppliers and specialist contractors, including operating and maintenance procedures and schedules for plant and equipment.
- Details of the location and nature of utilities and services, including emergency and fire-fighting systems.



**4. Notice Of Construction Work**

The Contractor shall complete Annexure A – Notification of Construction Work of Regulation 3 of the Construction Regulations 2003.

The original shall be forwarded to the office of the Department of Labour closest to the site. A copy of the original must be kept on site at all times.

**5. Protection Of The Public**

The Contractor shall at all times ensure that his operations do not endanger any member of the public.

As the area is adjacent to a residential area, the Contractor shall take special precautions to prevent public access to the works.

**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**  
**CONTRACT NO: R/EC/307200-19/20**

<p><b>APPENDIX C</b> <b>CONDITIONS PERTAINING TO TARGETED PROCUREMENT</b></p>
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**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NXOTWE-NKONKABI ACCESS ROAD**  
**CONTRACT NO: R/EC/307200-19/20**

Schedules 1I, 1J and 1K bound into part T2 of this document must be completed in full and signed by the Tenderer in the presence of a Commissioner of Oaths before points for targeted procurement may be claimed.

**CONTRACT DATA PERTAINING TO TARGETED PROCUREMENT**

The following additional conditions are part of this contract:

Failure by the Contractor to honour undertakings given or stated by him in his tender pertaining to Targeted Procurement shall be a reason for termination of this contract by the Employer.

If the tender adjudication points awarded to the Contractor are later found to be based on incorrect or false information, or the conditions pertaining to the award of points are not met, the Contractor shall pay the Employer an amount equal to one and a half multiplied by the product of the number of falsely claimed tender adjudication points and the Tender Amount exclusive of VAT, divided by 100

**CONDITIONS PERTAINING TO TARGETED PROCUREMENT**  
**Prime Contracts (Minor and Micro)**

Form TPF10A

May 2000

<b>Definitions and interpretations</b>	1.	The following words and expressions having capital initial letters, shall have the <b>meanings indicated</b> .
<b>Affiliated Entity</b>	1.1	A business entity which has control of or the power to control another business Entity, albeit indirectly, e.g., where a third person has control of or has the power to control both entities. Indicators of control shall, without limitation, include Interlocking management or ownership, identity of interests among family Members, shared facilities and equipment, or common use of employees.
<b>Affirmable Business Enterprise (ABE)</b>	1.2	<p>A business which adheres to statutory labour practices, is a legal entity, registered with South African Revenue Service and a continuing and Independent Enterprise for profit, providing a Commercially Useful Function and</p> <ul style="list-style-type: none"> <li>a) which is at least two thirds Owned by one or more Previously Disadvantaged Individuals, or in the case of a company, at least two thirds of the shares are Owned by one or more Previously Disadvantaged Individuals; and</li> <li>b) whose management and daily business operations are in the control of one or more of the Previously Disadvantaged Individuals who effectively own it: provided however that the average annual turnover, excluding Value Added Tax (VAT) and any turnover generated in respect of work performed by other parties in a joint venture or a consortium, of the business during the lesser of the period for which the business has been operating and the previous three financial years does not exceed <ul style="list-style-type: none"> <li>1) R25 million in respect of contractors who generate more than 75% of their turnover as Prime Contractors</li> <li>2) R10 million in respect of contractors who generate less than 25% of their turnover as Prime Contractors</li> <li>3) R1,5 million in respect of labour-only sub-contractors</li> <li>4) R10 million in respect of Manufacturers</li> <li>5) R15 million in respect of Suppliers</li> <li>6) R2,5 million, exclusive of any turnover generated in respect of out sourced activities which the enterprise does not have the in-house competence and expertise to perform in respect of professional service providers, and</li> <li>7) R2,5 million in respect of other service providers, e.g. transporters</li> </ul> </li> </ul> <p>And that the sum of the average annual turnovers over the same period of all the business concerns which are under the Control of Previously Disadvantaged Individuals within the business entity and Affiliated Entities does not exceed one and a half (1,5) times</p>

the maximum allowable annual average turnover for the particular category of enterprise as set out in b) above, seeking ABE status.

NOTE: The restriction on turnover of all Affiliated Business Entities applies only in respect of the category of work for which the ABE participates in the performance of the Contract. This in practice means that where Previously Disadvantaged Individuals have interests in a business not operating in the field in which an ABE is seeking participation in the Contract, such business turnovers are not considered in determining the total annual average turnover limits.

<b>Control</b>	1.3	The possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continues exercise of appropriate managerial authority and power in determining the policies and directing the operation of the business.
<b>Commercially Useful Function</b>	1.4	The performance of real and actual work, or the provision of services, in the discharge of any contractual obligation, which shall include but not be limited to the performance of a distinct element of work which the business has the skill and expertise to undertake, and the responsibility for management and supervision.
<b>Executive Director</b>	1.5	A sole proprietor, a partner in a partnership, a director of a company established in terms of the Companies Act, 1973 (Act 61 of 1973) or a member of a close corporation registered in terms of the Close Corporation Act, who, jointly and severally with her other partners, co-directors or co-members, as the case may be, bears the risk of business and takes responsibility for the management and liabilities of the partnership, company, or close corporation.
<b>Independent Enterprise</b>	1.6	An enterprise which is free of any degree of direct or indirect ownership, or Control, by any firm which engages in activities similar to those principal business activities which the enterprise performs, or by any Executive Director of such a firm who is not a Previously Disadvantaged Individual.
		NOTE: Any enterprise whose owners include firms, which engage in the majority of activities that would be required of a Prime Contractor in the execution of the Contract, cannot claim Affirmable Business Enterprise status. Likewise any enterprise, which has any non-PDI Executive Directors who have interests in such firms, cannot claim such status.
<b>Manufacturer</b>	1.7	A firm that operates or maintains a factory or establishment that produces on its premises materials or supplies required by the Prime Contractor for the performance of the Contract.
<b>Owned</b>	1.8	Having all the customary incidents of ownership, including the right of disposition and sharing in all the risks and profits commensurate with the degree of ownership interest as demonstrated y an examination of the substance, rather than the form of ownership arrangements.
<b>Previously Disadvantaged</b>	1.9	Individuals who, being South African citizens, are socially and

<b>Individuals (PDI)</b>		<p>economically disadvantaged by the legacy of the South African political dispensation prior to April 28 1994. For the purpose of the tender and subsequent Contract, the refutable presumption shall be made those individuals who fall into population groups that had no franchise in national elections prior to the introduction of the 1984 constitution and the tricameral parliamentary system, are Previously Disadvantaged Individuals, subject to persons who obtained South African parentage. It is incumbent on individuals to demonstrate their claims to fall into such population groups on the basis of identification and association with and recognition by the members of such groups.</p>
<b>Prime Contractor</b>	1.10	A contractor who contracts with an employer as the principal or main contractor or as a joint venture partner to such contractors, to provide goods, services or works.
<b>Supplier</b>	1.11	<p>A firm that:</p> <ol style="list-style-type: none"> <li>owns, operates or maintains a store, warehouse or other establishment in which materials or supplies are bought, kept in stock and regularly sold to the public in the usual course of business; and</li> <li>engages as its principal business, and in its own name, in the purchase and sale of the goods.</li> </ol>
<b>Woman</b>	1.12	A female person who is a South African citizen and a female at birth.
<b>Women Equity Ownership (WEO)</b>	1.13	The collective Ownership percentage of full time Executive Directors within an enterprise who are Women.
<b>Adjudication of tenders on a points system</b>	<b>2.</b>	
	<b>2.1</b>	<p><b>Examination of Tenders and Determination of Responsiveness</b></p> <p>Prior to the detailed evaluation of tenders, the Employer shall determine whether each tender:</p> <ul style="list-style-type: none"> <li>meets the requirements of these Conditions of Tender</li> <li>has been properly signed</li> <li>is responsive to the requirements of the procurement documents</li> <li>provides any clarification and/or substantiation that the Employer may require</li> <li>complies with the tender submission requirements in all other respects.</li> </ul> <p>A responsive tender is one, which conforms to all the terms, conditions and Specifications of the Contract without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion:</p> <ul style="list-style-type: none"> <li>could detrimentally affect the scope, quality, or performance of the Works</li> <li>changes the Employer's or the Contractor's risks and responsibilities under the Contract; or</li> <li>would affect the competitive position of other Tenderers</li> </ul>

presenting responsive tenders, if it were to be rectified.

If the tender does not meet the requirements or is not responsive, it will be rejected by the Employer, and may not subsequently be made acceptable to the Employer by correction or withdrawal of the non-conforming deviation or reservation.

## 2.2 **Adjudication Using a Points System**

Responsive tenders will be adjudicated by the Employer using a system which awards points on the basis of:

- the tendered price (Np)
- the status of the enterprise in terms of ownership (No)

The Employer will normally award the Contract to the Tenderer obtaining the highest number of points, but will not bind itself to do so.

## 2.3 **Points Awarded for Price (Np)**

A maximum of 80 or 90 points as applicable is allocated to Price on the following basis:

$$Np = 80 \text{ or } 90 \left( 1 - \frac{(P - P_m)}{P_m} \right)$$

where Np = the number of tender adjudication points awarded for price.

Pm = the price of the lowest responsive tender adjusted to a common base, if applicable.

P = the price of the responsive tender under consideration adjusted to a common base, if applicable.

## 2.4 **Points Awarded in respect of the Status of the Enterprise (No)**

A maximum to 20 (twenty) or 10 (ten) points as applicable may be awarded to businesses which comply with the criteria set out below, are legal entities registered with the South African Revenue Service, are continuing enterprises for profit which perform Commercially Useful Functions and have been operating as such for at least 3 months prior to the closing date for tenders, provided, however, that they undertake to execute a substantial portion of the Contract with their own resources and not to subcontract any portions of the Contract for which they, in the opinion of the Employer, have the in-house competence and expertise to perform.

Tender adjudication points relating to an enterprise's status will be granted only if the Employer is fully satisfied that the enterprise meets the relevant criteria; such credits will be granted at the Employer's sole discretion and will be based on the information presented.

a) **Affirmable Business Enterprises**

15 (fifteen) or 7½ (seven and a half) adjudication points as applicable may be awarded to Affirmable Business Enterprises provided that such enterprises submit completed Affirmable Business Enterprise Declaration Affidavits or provide proof of registration as an ABE with an approved authority, if provided for in the Tender Data, with their tenders in support of their claims to such status.

No = 7,5 for contracts > R500 000

No = 15,0 for contracts ≤ R500 000

b) **Women Equity Ownership**

A maximum of 5 (five) or 2½ (two and a half) adjudication points as applicable may be awarded to enterprises where the Women Equity Ownership (WEO) exceeds 25% in accordance with the following formula, provided that such enterprises submit completed Women Equity Declaration Affidavits with their tenders in support of their claims to such status.

No = 0,0333 x (WEO – 25) for contracts > R500 000

No = 0,0666 x (WEO – 25) for contracts ≤ R500 000

2.5 **Total Tender Adjudication Points**

The total number of tender adjudication points awarded (N), is the sum of :

$N_p + N_o$  (not to exceed 100).

**Process to be confidential**

**3.**

- 3.1 Information supplied by Tenderers and information relating to the clarification, evaluation and adjudication of tenders and the award of a contract will not be disclosed to Tenderers or any other person not officially concerned with such processes.
- 3.2 Any effort by a Tenderer to influence the Employer's processing of tenders or the award of the Contract may result in the rejection of his tender

**Documentation to be submitted in support of tender:-**

**4.**

- 4.1 Tenderers who wish to claim points in respect of their enterprise status must complete and Application Form for the Award of Points in respect of the Status of an Enterprise (bound in this document), and shall, as relevant, include in their tender submissions the following duly completed forms:
- Form DF11: Affirmable Business Enterprise Declaration Affidavit
  - Form DF12: Women Equity Ownership Declaration Affidavit
  - Form DF14: Confirmation of Affirmable Business Enterprise / Priority Enterprise / Local Enterprise Registration



**NOTE:** Details of which forms are bound in the document and which forms are furnished separately may be found in the Tender Data.

- 4.2 The failure to submit completed forms and / or the submission of incomplete forms referred to in 4.1 shall be deemed to imply that the Tenderer is not claiming points in respect of his enterprise status, in which case points will be awarded only on the basis of the tendered price.