# WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY

## ENGINEERING SERVICES

## UPGRADING OF 3.1KM CBD ROADS & STORMWATER

## CIDB CONTRACTOR GRADING: 8CE OR HIGHER

## TENDER DOCUMENT

## 12 MONTHS DURATION

Name of Bidder: .....

.....

**This Bid closes at 12h00 on 21 December 2026.** Tender documents to be emailed back to tenders.scm@winniemmlm.gov.za. The successful bidder will be required to submit the original bid document

**NO LATE SUBMISSIONS WILL BE CONSIDERED**

**BID AMOUNT R…….....**

| **Issued by:** | **Prepared By:** |
|---|---|
| **Winnie Madikizela-Mandela Local Municipality**<br>51 Winnie Madikizela Mandela Street,<br>Mbizana<br>4800<br>Senior Manager: Engineering Services<br>Contact Name: Mr.C. Ndzungu<br>Telephone: (039) 251 0230 during office hours | **Nikhwe Group (Pty) Ltd**<br>Amanikhwe A/A<br>Intsingizi Village<br>Bizana<br>4800<br><br>Contact Name: Mr. M.Ganyile<br>Telephone: (072) 948 8775<br>Email: mzingis@nikhwegroup.co.za |

## Terms and Conditions

1. All bids must be submitted within a stipulated time with clear Tender Description
2. General Conditions of Contracts 2015 will be applied
3. Winnie Madikizela-Mandela Local Municipality reserves the right not to appoint the highest scoring bidder, the value for money will be the key determinant and supply chain management policy will apply
4. Winnie Madikizela-Mandela Local Municipality reserves a right not to appoint a Lowest Bidder quoted Below CIDB average advertised
5. The Municipality reserves a right not to appoint any Bidder quoted below/ above required average CIDB grading, However the ultimate objective of the public procurement activity to achieve best value for money in order to maximize economy and efficiency of public spending will be achieved.
6. The municipality will apply one of the key operating principle that relate to a number of factors which include not only the price of the goods, works or services, but also the suitability and satisfactory quality of those (SO 1968, Section 13). Other influential factors may include total life cycle costs, maintenance/servicing costs, delivery/construction period, transportation or storage costs, as well as benefits of broader elements whether environmental, social and/or economic.
7. Tenderer must ensure that all submission of bids/ tenders by link are accessible with ease at any time. NB: link by which the bid is submitted must not expire and not require a municipal official to request for access. Failure to adhere to the above requirement will render your bid submission as invalid/ not submitted.
8. Approved Winnie Madikizela- Mandela local Municipality Supply Chain Management Policy will apply to all disputes that may arise during the tender process.
9. Functionality assessment, All submissions will be verified for authenticity of documents.
10. Any Bidder found to have Submitted Fraudulent documents will be disqualified for this specific project and the Municipality will impose a sanction as legislated by suspending a Bidder from doing works with the Municipality for a period of 5 , possibly the Bidder will be reported to National Treasury to be listed under list of Defaulters.
11. A Bidder must register for VAT if the value of taxable supplies made or to be made, is in excess of R2.3million in any consecutive 12 month period, Failing which the Bid will not be considered.

Signed by the Bidder _____ Date _____

**To be signed by the Company Director Only**

## Letter of Consent

Business Name and Address of the Company

_____

_____

_____

_____

_____

The Municipal Manager

Winnie Madikizela-Mandela Local Municipality

P.O. Box 12

Bizana

4800

Sir/Madam

**Granting of authority to request information from any legal entity relevant to this Bid**

I/we acknowledge that the information herein contained shall constitute the basis on which my/our Bid is to be considered. I/we grant approval that any source regarding this Bid may be fully investigated and that all such information shall be of material value to Winnie Madikizela-Mandela Local Municipality and directly relevant to the consideration of my/our Bid.

I/we (**Name and Surname of Company Representative/**s) _____ grant my/our consent to such source to provide confidential information.

I/we warrant that all the information herein contained is to the best of my/our knowledge and belief true and correct in all material respects and I/we am /are not aware of any information which, should it become known to the Winnie Madikizela-Mandela Local Municipality, would affect the consideration of my/our Bid in any way. The Winnie Madikizela-Mandela Local Municipality wishes to inform you that all information regarding your personal matters is treated as strictly confidential.

**Please tick the appropriate box.**

| | |
|---|---|
| | **I/We hereby consent to the above** |
| | **I/We hereby withhold consent and fully understand the implications and ramifications of my/our decision and will not hold the Winnie Madikizela-Mandela Local Municipality responsible for not considering my/our Bid.** |

Signature: …… Date: ……..

Name and Surname (Witness) ……Signature: ……Date…….

## WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY
## ADVERT

| PROJECT NAME | CONTRACT NUMBER | CIDB | CLOSING DATE |
|---|---|---|---|
| UPGRADING OF 3.1KM CBD ROADS & STORMWATER | WMM-LM 000207 CBD | 8CE or Higher | 21 December 2026 @ 12h00 |

Bid are hereby invited from suitably qualified and accredited service providers who are interested to submit their tender responses for the above-mentioned projects for Winnie Madikizela-Mandela Local Municipality.
Bid documents are available to be downloaded from e-tender portal website on www.etenders.gov.za
Bids should score a minimum point of 70% on the functionality evaluation in order to be considered for further evaluation.
The bids will be evaluated on the **80/20 or 90/10** preferential points system

**Failure to submit the following document(s) completed in full will render the bid not responsive**:

- A completed original document issued by the municipality
- A copy of Entity Registration Documents, Certified ID Copy(ies) of Director(s) (not older than 3 months), proof of CSD Registration
- SARS Valid PIN Printout
- Bid documents MBD1, MBD4, MBD6.1, MBD 8 and MDB 9
- Billing Clearance Certificate or Statement of Municipal Accounts confirming that no undisputed municipal accounts are overdue by more than 30 days and a signed letter by the bidder confirming that the entity does not have outstanding accounts more than 30 Days on the day of the tender closing.
- Evaluation Criteria: 80 or 90= Price, 20 or 10= Specific Goals as per the attached MBD 6.1 respectively
- In case of a joint venture, an original valid Tax Compliance Document of all partners should be submitted as well as a signed agreement by both parties clearly indicating the lead partner
- Director/s declaration Of Municipal levies not Older than three months for all bids above RIO minion Including VAT
- The Minimum Threshold for Local Content for the above-mentioned projects is 100%
- Three years latest Annual Financial Statement

**Advert Date: 20 November 2026**
**Publication: Local/Provincial Newspaper, Municipal Website, e-tender portal.**

**NOTE: Bidders whose email submissions are password-protected or have an expiry date will not be considered.**

**Closing Date: All tenders must be emailed to tenders.scm@winniemmlm.gov.za by no later than the date and time stated above after which they will be opened.**
**The municipality will only consider bids submitted on the original bid documentation provided by the municipality. All tenders must be clearly marked the Name of the project and Reference number indicated above. Failure to do so your tender may not be considered. Any unauthorized alterations in BOQ/Quotation to the tender document shall render the submission invalid.**
No late, hand delivered, incomplete or facsimile bids will be accepted for consideration. The only or lowest bid received shall not necessarily be accepted. Winnie Madikizela-Mandela Local Municipality reserves the right to accept part of or the full bid. For technical enquiries, please contact Mr.C.Ndzungu on (039) 251 0230, email: ndzunguc@winniemmlm.gov.za during working hours. For Supply Chain Management related enquiries, please contact Mr. Z. Khala on (079) 886 0942, email: khalaz@winniemmlm.gov.za during working hours

.....
**Mr. L. Mahlaka**
**Municipal Manager**

**WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY**

**CONTRACT NO: WMM LM 000207 CBD**

**FOR**

**APPOINTMENT OF CONTRACTOR FOR THE UPGRADE OF CBD ROADS & STORMWATER**

**CONTENTS**


| Number | Heading | Page | Colours |
|---|---|---|---|
| **The Tender** | | | |
| **Part T1: Tendering procedures** | | | |
| T1.1 | Tender Notice and Invitation to Tender | T9-T12 | White |
| T1.2 | Tender Data | T13-T22 | White |
| **Part T2: Returnable documents** | | | |
| T2.1 | List of Returnable Documents | T23 | Blue |
| **T2.2** | Returnable Schedules | T25-T51 | Blue |
| **The Contract** | | | |
| **Part C1: Agreements and Contract Data** | | | |
| C1.1 | Form of Offer and Acceptance | C3-C6 | Green |
| C1.2 | Contract Data | C7-C11 | Green |
| C1.3 | Form of Guarantee | C12-C13 | Green |
| C1.4 | Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 | C14-C15 | Green |
| **Part C2: Pricing Data** | | | |
| C2.1 | Pricing Instructions | C16-C19 | Yellow |
| C2.2 | Bill of Quantities / Schedule of Quantities | C20-C21 | Yellow |
| **Part C3: Scope of Work** | | | |
| C3.1 | Standard Specifications | C23 | Pink |
| C3.2 | Project Specifications | C23 | Pink |
| C3.3 | Particular Specifications | C24-C89 | Pink |
| **Part C4: Site Information** | | | |
| C4.1 | Locality Plan | C91 | White |
| C4.2 | Example of Contract Signboard Details | C94 | White |
| C4.3 | Drawings | C97 | White |

## DOCUMENT CHECKLIST

This document checklist is provided to assist the tenderer.

| | | ITEMS | CHECKED |
|---|---|---|---|
| 1 | | Returnable Schedules in Section T2.2 | ☐ |
| 2 | | Correct Tender Offer carried forward to **Form of Offer and Acceptance** and the Form of Offer duly completed and signed……..…… | ☐ |
| 3 | | Schedule of Quantities: | |
| | i) | Completed in **BLACK INK** only…….....…….…….....…........ | ☐ |
| | ii) | Corrections/alterations crossed out and initialed …….…….....…..... | ☐ |
| 4 | | Contract specific data provided by the Contractor ……..…..…....…..….. | ☐ |

# T1: TENDERING PROCEDURES

## TABLE OF CONTENTS

**T1.1 TENDER NOTICE AND INVITATION TO TENDER .....** T2
**T1.2 TENDER DATA .....** T7

**PART A**
**INVITATION TO BID** **MBD 1**

| **YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF MUNICIPALITY/ MUNICIPAL ENTITY*)** | | | | | |
|---|---|---|---|---|---|
| BID NUMBER: | WMM -LM 000207 CBD | CLOSING DATE: | 21 December 2026 | CLOSING TIME: | 12H00 p.m |
| DESCRIPTION | UPGRADING OF BIZANA CBD ROADS AND STORMWATER | | | | |
| **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).** | | | | | |

BID RESPONSE DOCUMENTS MAY BE SENT VIA EMAIL TO THE EMAIL ADDRESS PROVIDED BELOW OR AS PER TENDER REQUIREMENTS

tenders.scm@winniemmlm.gov.za for tenders above R300 000 inclusive of VAT

| SUPPLIER INFORMATION | | | | | | |
|---|---|---|---|---|---|---|
| NAME OF BIDDER | | | | | | |
| POSTAL ADDRESS | | | | | | |
| STREET ADDRESS | | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | | |
| CELLPHONE NUMBER | | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | | |
| E-MAIL ADDRESS | | | | | | |
| VAT REGISTRATION NUMBER | | | | | | |
| TAX COMPLIANCE STATUS | TCS PIN: | | OR | CSD No: | | |
| PEOPLE LIVING WITH DISABILITY [TICK APPLICABLE BOX] | ☐ Yes ☐ No | | MILITARY VETERAN | ☐ Yes ☐ No | | |

[DOCUMENTARY PROOF/ SWORN AFFIDAVIT (FOR PEOPLE LIVING WITH DISABILITIES) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR TARGETED GOALS]

| | | | |
|---|---|---|---|
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | ☐Yes ☐No [IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | ☐Yes ☐No [IF YES, ANSWER PART B:3] |
| TOTAL NUMBER OF ITEMS OFFERED | | TOTAL BID PRICE | R |
| SIGNATURE OF BIDDER | …… | DATE | |
| CAPACITY UNDER WHICH THIS BID IS SIGNED | | | |

| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | | TECHNICAL INFORMATION MAY BE DIRECTED TO: | |
|---|---|---|---|
| DEPARTMENT | | CONTACT PERSON | |
| CONTACT PERSON | | TELEPHONE NUMBER | |
| TELEPHONE NUMBER | | FACSIMILE NUMBER | |
| FACSIMILE NUMBER | | E-MAIL ADDRESS | |
| E-MAIL ADDRESS | | | |

# PART B
# TERMS AND CONDITIONS FOR BIDDING

## 1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

## 2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

## 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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

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

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……
DATE: ……...

# T1.2 TENDER DATA

## T1.2 TENDER DATA

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

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

Each item of Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender. The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement, as printed in Board Notice 94 of 2006 in the Government Gazette No. 29138 of 2006 dated 18 August 2006.

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

**Tender Data Applicable to this Tender**

| Clause Number | Data / Wording |
|---|---|

| | |
|---|---|
| **F.1 .2** | The **Tender Documents** consist of the following:<br><br>(a) This **Project Document**, which contains the following:<br><br>**PART T1: TENDERING PROCEDURES**<br>T1.1 Tender Notice and Invitation to Tender T1.2<br>Tender Data<br><br>**PART T2: RETURNABLE DOCUMENTS**<br>T2.1 List of Returnable Documents T2.2<br>Returnable Schedules<br><br>**PART C1: AGREEMENTS AND CONTRACT DATA**<br>C1.1 Form of Offer and Acceptance C1.2<br>Contract Data<br>C1.3 Form of Guarantee<br>C1.4 Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993<br>C1.5 Transfer of rights |

| Clause Number | Data / Wording |
|---|---|
| | **PART C2: PRICING DATA**<br>C2.1 Pricing Instructions<br>C2.2 Schedule of Quantities<br><br>**PART C3: SCOPE OF WORKS**<br>C3.1 Standard Specifications<br>C3.2 Project Specifications<br>C3.3 Particular Specifications<br><br>**PART C4: SITE INFORMATION**<br>C4.1 Locality Plan<br>C4.2 Example of Contract Signboard Details<br>C4.3 Drawings<br>(b) **Drawings** (Attached under Page C 4.3)<br><br>(c) **`General Conditions of Contract for Construction Works –** General Conditions of Contract for Construction Works – 3rd Edition 2015", issued by the South African Institution of Civil Engineering (abbreviated title: "General Conditions of Contract 2015") This document is obtainable separately and Tenderers shall obtain their own copy.<br><br>(d) **'The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998 edition'.** This document is obtainable separately and Tenderers shall obtain their own copy.<br><br>(e) **'The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2003' (Government Gazette No 25207 of 18 July 2003, Notice No R1010).** This document is obtainable separately and Tenderers shall obtain their own copy.<br><br>In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following Acts, Regulations and Standards referred to in this document as they are essential for the Tenderer to become acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and participation of targeted enterprises and labour:<br><br>(i) The Construction Industry Development Board Act No. 38 of 2000 as amended and the Regulations in terms of the CIDB Act 38 of 2000, Government Notice No 692 of 9 June 2004. |
| | The Accounting Officer is: |

| Clause Number | Data / Wording |
|---|---|
| **F.1.4** | Name: Mr. L Mahlaka<br>Tel: (039) 251 0230<br>E-mail: mahlakal@mbizana.gov.za |
| **F.2.1** | A Tenderer will not be eligible to submit a tender if:<br>(a) the Contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;<br>(b) the Tenderer does not have the legal capacity to enter into the contract;<br>(c) the Contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;<br>(d) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy;<br>e) The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;<br>(f) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.<br>(g) The Tenderer cannot demonstrate that he will have in his employ during the contract period the necessary personnel satisfying the requirements of the Scope of Work for labour-intensive competencies for management and supervisory personnel.<br>**Only Tenderers meeting the Construction Industry Development Board (CIDB) contractor grading designation of 8CE, as defined in the Regulations (01 June 2004 as amended) in terms of the CIDB Act 38 of 2000, are eligible to submit tenders for this contract:** |
| **F.2.7** | The arrangements and venue for the compulsory Clarification Meeting are:<br>Not applicable |
| **F.2.8** | Change 'five working days' to 'seven working days. Working days shall be from Monday to Friday and shall exclude all gazetted public holidays. |
| **F.2.10** | All tenderers must be registered for Value Added Tax (VAT) with the South African Revenue Services (SARS). |
| | |

| Clause Number | Data / Wording |
|---|---|
| **F.2.12** | The requirements are as described in **Clause 1212 'ALTERNATIVE DESIGNS AND OFFERS'** of 'The COLTO Standard Specification for Road and Bridge Works for State Road Authorities 1998 edition'. |
| **F.2.13** | **F.2.13.3** Tender offers shall be submitted as an original only. Under no circumstances whatsoever may the tender forms be retyped or redrafted. Photocopies of the original tender documentation may be used, but an original signature must appear on such photocopies.<br>**F.2.13.5 N/A**<br>**F.2.13.6** A two-envelope system will **not be followed**. |
| **F.2.15** | The closing time for submission of Tender Offers is:<br>**12h00pm on 21 December 2026**<br>Physically submitted and late tenders will not be accepted. |
| **F.2.16** | The tender offer validity period is **90 days** from the closing time for submission of tenders. |
| **F.2.18** | The tenderer must submit to the Employer the names of all management and supervisory staff that will be employed to supervise the labor-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirement. |
| **F.2.19** | Access shall be provided for inspections and testing by personnel acting on behalf of the Employer. |
| **F.2.22** | This is not applicable. |
| **F.2.23** | The certificates as required in the Returnable Schedules and Forms must be provided with the tender for each party to a consortium / joint venture. |
| **F.3.1** | Change 'five working days' to 'seven working days. Working days shall be from Monday to Friday and shall exclude all gazetted public holidays. |
| **F.3.2** | Change 'seven days' to 'five working days. Working days shall be from Monday to Friday and shall exclude all gazetted public holidays. |

| Clause Number | Data / Wording |
|---|---|
| **F.3.4** | Not Applicable |
| **F.3.5** | A two-envelope system will **not be followed**. |
| **F.3.8** | **Test for responsiveness**<br><br>**F.3.8.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:<br><br>(a) complies with the requirements of these Conditions of Tender,<br>(b) has been properly and fully completed and signed, and<br>(c) is responsive to the other requirements of the tender documents.<br><br>**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:<br><br>(d) a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,<br>(e) b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or<br>(f) c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.<br><br>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.3.13** | **F.3.13.1** The legal requirements for acceptance of the tender offer are:<br><br>(g) **Tender Defaulters Register** - the Tenderer or any of its principals 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.<br><br>(h) **Abuse of the SCM System** - the Tenderer has not abused the Employer's Supply Chain Management System and has not been given a written notice to the effect that he has failed to perform on any previous contract.<br><br>(i) **Declaration** - the Tenderer has indicated and declared whether or not a spouse, child or parent of the Tenderer is in the service of the State.<br><br>(j) **Fraud and Corruption** - the Employer is satisfied that the Tenderer or any of his principals have not influenced the tender offer and acceptance by the following criteria:<br><br>(i) having offered, promised or given a bribe or other gift or remuneration to any |

| Clause Number | Data / Wording |
|---|---|
| | person in connection with the obtaining of this Contract;<br><br>(ii) having acted in a fraudulent or corrupt manner in obtaining this Contract;<br><br>(iii) having approached an officer or employee of the Employer or the Employer's Agent with the object of influencing the award of a Contract in the Tenderer's favour;<br><br>(iv) having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Tendering for this Contract or as to the amount of the Tender to be submitted by either party;<br><br>(v) having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender.<br><br>The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already. |
| **F.3.18** | The number of paper copies of the signed contract to be provided by the Employer is **one (1)**. |

**T2: RETURNABLE DOCUMENTS**

## T2.1 LIST OF RETURNABLE DOCUMENTS

1. This Project Document must be submitted as a whole and shall not be taken apart or altered in any way whatsoever. The following schedules and forms are contained in this document and are to be properly completed as required:

    a) Returnable Schedules in T2.2.

    b) C1.1 Form of Offer and Acceptance, A. Offer, on page C3.

    c) Contract Specific Data Provided by the Contractor in C1.2.2 Part B.

    d) Pricing Data in C2.2: Schedule of Quantities.

## T2.2 RETURNABLE SCHEDULES

A CERTIFICATE OF ATTENDANCE (Compulsory) ..... T13
B RECORD OF ADDENDA TO TENDER DOCUMENTS ..... T14
C COMPULSORY ENTERPRISE QUESTIONNAIRE ..... T15
D CERTIFICATE OF AUTHORITY ..... T18
E REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT…….... T22
F PLANT AND EQUIPMENT ..... T23
G EXPERIENCE OF TENDERER..... T25
H PROPOSED SUB CONTRACTORS ..... T26
I KEY PERSONNEL..... T27
J DEVIATIONS AND QUALIFICATIONS ..... T32
K CONTRACTOR'S HEALTH AND SAFETY DECLARATION..... T33
L CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB.....T35
M TAX CLEARANCE CERTIFICATE.....T36
N CSD CERTIFICATE…….. T37
O WORKMAN'S COMPENSATION REGISTRATION CERTIFICATE …….....T38
P PREFERENCING SCHEDULE ..... T39

MBD.....1
MBD.....4
MBD.....6
MBD.....8
MBD.....9

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

## A. CERTIFICATE OF ATTENDANCE

This is to certify that *(Tenderer)* .....

of (*address)* .....

…..was represented by the person(s) named below at the compulsory clarification meeting held for all tenderers**.**

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

**Particulars of person attending the meeting:**

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

Capacity: .....

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

Name: Signature: .....

Capacity: Date and Time: .....

| |
|---|
| |
| **Winnie Madikizela Mandela Local Municipality Stamp** |

## B RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been considered in this tender offer and are attached hereto.

| ADDENDUM No. | DATE |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |

***Please attach all Addenda to this page***

SIGNATURE: .....……... DATE: ….....

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

## B RECORD OF ADDENDA TO TENDER DOCUMENTS

## C. COMPULSORY ENTERPRISE QUESTIONNAIRE

| |
|---|
| The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted. |
| **Section 1: Name of enterprise:** . . . . . |

| |
|---|
| **Section 2: VAT registration number, if any:** . . . . . |
| **Section 3: CIDB registration number, if any:** . . . . . |

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

| Name* | Identity number* | Personal income tax number* |
|---|---|---|
| | | |
| | | |
| | | |

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

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

Company registration number . . . . . .

Close corporation number . . . . . .

Tax reference number . . . . . .

**Section 6: Record 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 serving or has served within the last 12 months as any of the following:

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

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

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

*insert separate page if necessary

## C. COMPULSORY ENTERPRISE QUESTIONNAIRE

**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 serving or has served within the last 12 months as any of the following:

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

| **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:

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

ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;

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

## C. COMPULSORY ENTERPRISE QUESTIONNAIRE

Signed ---------- Date ----------

Name ---------- Position ----------

*Enterprise name* ----------

## D. CERTIFICATE OF AUTHORITY

- **SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON**

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

OR

1.2. I, _____, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

| | | | |
|---|---|---|---|
| SIGNATURE: | | DATE: | |
| PRINT NAME: | | | |
| WITNESS 1: | | WITNESS 2: | |

**2 COMPANIES AND CLOSE CORPORATIONS**

2.5 **If a Bidder is a COMPANY**, **a certified copy of the resolution by the board of directors**, duly signed, authorizing the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid,** that is, before the closing time and date of the bid

2.6 In the case of a **CLOSE CORPORATION (CC**) submitting a bid**, a resolution by its members**, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid.**

**PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC**

| | |
|---|---|
| **Date Resolution was taken** | |
| **Resolution signed by (name and surname)** | |
| **Capacity** | |
| **Name and surname of delegated Authorized Signatory** | |
| **Capacity** | |
| **Specimen Signature** | |

| **Full name and surname of ALL Director(s) / Member (s)** | | | |
|---|---|---|---|
| 1. | | 2. | |
| 3. | | 4. | |
| | | | |

| | | | | |
|---|---|---|---|---|
| **Is a CERTIFIED COPY of the resolution attached?** | **YES** | | **NO** | |

| | | | |
|---|---|---|---|
| SIGNED ON BEHALF OF COMPANY / CC: | | DATE: | |
| PRINT NAME: | | | |
| WITNESS 1: | | WITNESS 2: | |

**3. PARTNERSHIP**

We, the undersigned partners in the business trading as _____ hereby authorize Mr/Ms _____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

| Full name of partner | Signature |
|---|---|
| | |

| | | | |
|---|---|---|---|
| SIGNED ON BEHALF OF PARTNERSHIP: | | DATE: | |
| PRINT NAME: | | | |
| WITNESS 1: | | WITNESS 2: | |

**4 JOINT VENTURE**

We, the undersigned are submitting this Bid offer in Joint Venture, hereby authorize Mr/Ms…… authorized signatory of the company acting in the capacity of lead partner, to sign all documents in connection with the Bid offer for Contract No ..... ……and any contract resulting from it on our behalf.

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

The following particulars in respect of each JV member must be provided and signed by each member:

| Full Name | Address | % Participation | Signature | Date |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| WITNESS 1: | | WITNESS 2: | | |

## E. REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

***[Important note to Bidder: Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and in B2.1, must be inserted here]***

## F. PLANT AND EQUIPMENT

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

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

(a) **Details of major Plant and Equipment that is owned by me / us and is immediately available for this contract:**

| **DESCRIPTION** ***(type, size, capacity, etc.)*** | **QUANTITY** | **YEAR OF MANUFACTURE** |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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

(b) **Details of major Plant and Equipment that will be hired or acquired for this contract if my/ our tender is accepted:**

| **DESCRIPTION** ***(type, size, capacity, etc.)*** | **QUANTITY** | **HOW ACQUIRED** | |
|---|---|---|---|
| | | **HIRE/ BUY** | **SOURCE** |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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

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

SIGNATURE: .....……..... DATE: .....

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

## G. EXPERIENCE OF TENDERER

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

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

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

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

SIGNATURE: .....…….. DATE: .....

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

## H. PROPOSED SUBCONTRACTORS

I/We hereby notify you that it is my/our intention to employ the following subcontractors for work under this contract. If I/we am/are awarded a contract I/we agree that this notification does not change the requirement for me/us to submit the names of proposed subcontractors in accordance with the requirements of the contract for such appointments.

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

| NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS | NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED | PREVIOUS EXPERIENCE WITH SUBCONTRACTOR |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

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

SIGNATURE: .....……... DATE: ….....

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

## I. KEY PERSONNEL

### 1. KEY PERSONNEL - MANAGEMENT

The Tenderer must insert in the spaces provided below a list of the key personnel in the Joint Venture to be employed in the construction of the Works together with a resume of their experience with particular reference to the construction of similar Works.

The Tenderer shall attach the curriculum vitae of the listed key management personnel to the next page.

***(The compiler to indicate the designations that will be required for the project)***

| DESIGNATION | NAMES | PROJECT TYPE | VALUE OF WORK | YEAR COMPLETED |
|---|---|---|---|---|
| | | | | |

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

SIGNATURE: .....…….. DATE: ….....

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

### 2. KEY PERSONNEL – LABOUR INTENSIVE ACTIVITIES

Contractors shall employ in labour-intensive works only those supervisory and management staff that have completed the required Skills Programme in terms of Appendix C of the "Guidelines for the implementation of labour-intensive infrastructure projects under the Expanded Public Works Programme (EPWP) Third Edition 2015":

Tenderers' attention is drawn to the required minimum supervisor to worker ratio for this project stated in the Particular Specifications.

The Tenderer must insert in the spaces provided below the relevant details of the personnel to be employed in the construction of the Works possessing the required qualifications in the supervision or management of LIC projects.

A copy of the relevant qualification certificate for each such person shall be attached to the next page.

| DESIGNATION | NAME | NAME OF TRAINING INSTITUTION | QUALIFICATION OBTAINED IN THE SUPERVISION OR MANAGEMENT OF LIC PROJECTS | YEAR QUALIFICATION OBTAINED |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

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

SIGNATURE: .....……... DATE: ….....

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

**CURRICULUM VITAE OF KEY PERSONNEL - MANAGEMENT**

***Curriculum Vitae of key management personnel to be attached to this page.***

| **DIRECTOR** *(Qualifications Certificates are to be attached behind this page)* | |
|---|---|
| Name: | Date of birth: |
| Profession: | Citizenship: |
| Qualifications: | |
| Professional registration number: | |
| Name of employer (firm): | |
| Current position: | Years with firm: |
| Employment Record: | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| Experience record relevant to required services: | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

**Certification:**

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

Date:..... Signature:.....

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

Date: ..... Signature of Bidder: .....

**CURRICULUM VITAE OF KEY PERSONNEL - MANAGEMENT**

| **CONTRACTS MANAGER** *(Qualifications Certificates are to be attached behind this page)* | |
|---|---|
| Name: | Date of birth: |
| Profession: | Citizenship: |
| Qualifications: | |
| Professional registration number: | |
| Name of employer (firm): | |
| Current position: | Years with firm: |
| Employment Record: | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| Experience record relevant to required services: | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

**Certification:**

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

Date:..... Signature:.....

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

Date: ..... Signature of Bidder: .....

**CURRICULUM VITAE OF KEY PERSONNEL - MANAGEMENT**

| **SITE AGENT** *(Qualifications Certificates are to be attached behind this page)* | |
|---|---|
| Name: | Date of birth: |
| Profession: | Citizenship: |
| Qualifications: | |
| Professional registration number: | |
| Name of employer (firm): | |
| Current position: | Years with firm: |
| Employment Record: | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| Experience record relevant to required services: | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

**Certification:**

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

Date:..... Signature:.....

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

Date: ..... Signature of Bidder: .....

## J. DEVIATIONS AND QUALIFICATIONS

Should the Tenderer wish to make any deviation from or any qualification to the Special Conditions of Contract, Specifications, Schedule of Quantities, or Drawings, or should he wish to qualify the tender in any way, he shall indicate the proposals clearly hereunder or alternatively on photocopies of the original tender documentation which shall be attached to this page.

| SECTION | PAGE | DEVIATION OR QUALIFICATION, INCLUDING REFERENCE CLAUSE OR ITEM NUMBER |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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

SIGNATURE: .....……..  DATE: ….....

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

## K. CONTRACTOR'S HEALTH AND SAFETY DECLARATION

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

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

**Declaration by Tenderer**

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2003.

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

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

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

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

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

   (***** = *delete whatever is not applicable*)

4. Details of resources I propose:

   *(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 6, and competent persons as defined in the OHSA 1993 Construction Regulations 2003, as applicable to this contract)*

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

| NAMES OF COMPETENT PERSONS | POSITIONS TO BE FILLED BY COMPETENT PERSONS |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |

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

(i) By whom will training be provided? .....

(ii) When will training be undertaken? .....

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

.....

.....

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

Name of proposed subcontractor: .....

Qualifications or details of competency of the subcontractor: .....

.....

.....

5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.

6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.

7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, and that I will be liable for any penalties that may be applied in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.

8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE: ..... DATE: .....….....

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

## CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB

*[The Bidder shall attach hereto the Contractor's Proof of Registration with CIDB].*

## L. TAX CLEARANCE CERTIFICATE

**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 to meet the bidder's tax obligations.**
**(SARS)**

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.

6. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website www.sars.gov.za.

The Bidder is to attach an original Tax Clearance Certificate issued by the South African Revenue Service (SARS) to this page.

Each party to a Joint Venture must submit a separate original Tax Clearance Certificate issued by

SARS. Failure to submit original and valid Tax clearance Certificate may invalidate the Bid.

If company is a VAT vendor a copy of the VAT certificate must be inserted here, unless reflected in the Tax Clearance Certificate.

## M. CSD CERTIFICATE

## N. WORKMAN'S COMPENSATION REGISTRATION CERTIFICATE

## O. PREFERENCING SCHEDULE (DIRECT PREFERENCES)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001 & THE CONTRACT FORM – RENDERING OF SERVICES.

MBD 1

MBD 4

MBD 6

MBD 8

MBD 9

**MBD 4**

## DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

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 authorized 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, shareholder[2]): ……..

   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…..……

   ……..

[1] 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.

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

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

3.9.1 If yes, furnish particulars……...……..
…….

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

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

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

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

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

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

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

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

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

3.14.1 If yes, furnish particulars…….
……

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

| **Full Name** | **Identity Number** | **State Employee Number** |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAMES**)

……

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

**I ACCEPT THAT THE MUNICIPALITY MAY ACT AGAINST ME SHOULD THIS**

**DECLARATION PROVE TO BE FALSE.**

…… ……..

**Signature** **Date**

..…….. ……

**Capacity** **Name of Bidder**

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

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

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

---

## 1. GENERAL CONDITIONS

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

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

**1.2 To be completed by the organ of state**

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

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

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

| | POINTS |
|---|---|
| **PRICE** | |
| **SPECIFIC GOALS** | |
| **Total points for Price and SPECIFIC GOALS** | **100** |

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for

specific goals are not claimed.

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

## 2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

*(c)* **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

**80/20** **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \qquad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

#### 3.1.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

### 3.2.1. POINTS AWARDED FOR PRICE

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

**80/20** **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system) (To be completed by the organ of state) | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

……

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME**: ……

**DATE:** ……

**ADDRESS**: ……

……

……

……

**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 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:**

| Description of services, works or goods | Stipulated minimum threshold |
|---|---|
| _____ | _____% |
| _____ | _____% |
| _____ | _____% |

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

(***Tick applicable box***)

| YES | | NO | |
|---|---|---|---|

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

The relevant rates of exchange information is accessible on **www.reservebank.co.za.**
Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

| **Currency** | **Rates of exchange** |
|---|---|
| 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/industrial development/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:** _____

SATS 1286.2011

# Annex C

## Local Content Declaration - Summary Schedule

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

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

| | | Calculation of local content | | | | | | Tender summary | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Tender item no's | List of items | Tender price - each (excl VAT) | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) | Tender Qty | Total tender value | Total exempted imported content | Total Imported content |
| (C8) | (C9) | (C10) | (C11) | (C12) | (C13) | (C14) | (C15) | (C16) | (C17) | (C18) | (C19) |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | |

# Annex D

## Imported Content Declaration - Supporting Schedule to Annex C

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

Note: VAT to be excluded from all calculations

EU R 9,00 GBP R 12,00

### A. Exempted imported content

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

(D19) Total exempt imported value R 0

This total must correspond with Annex C - C 21

### B. Imported directly by the Tenderer

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

(D32) Total imported value by tenderer R 0

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

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

(D45) Total imported value by 3rd party R 0

### D. Other foreign currency payments

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

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | *(D52)* **Total of foreign currency payments declared by tenderer and/or 3rd party** | |
| | **Signature of tenderer from Annex B** | | | | | | |
| | | | | | | *(D53)* **Total of imported content & foreign currency payments -** ***(D32), (D45) & (D52)*** **above** | R 0 |
| | | | | | | | **This total must correspond with Annex C - C 23** |
| | Date: | | | | | | |

SATS 1286.2011

# Annex E

## Local Content Declaration - Supporting Schedule to Annex C

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

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

| Local Products (Goods, Services and Works) | Description of items purchased | Local suppliers | Value |
|---|---|---|---|
| | *(E6)* | *(E7)* | *(E8)* |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

***(E9)* Total local products (Goods, Services and Works)** R 0

| | | | |
|---|---|---|---|
| *(E10)* | **Manpower costs** | ( Tenderer's manpower cost) | R 0 |
| *(E11)* | **Factory overheads** | (Rental, depreciation & amortisation, utility costs, consumables etc.) | R 0 |
| *(E12)* | **Administration overheads and mark-up** | (Marketing, insurance, financing, interest etc.) | R 0 |

***(E13)* Total local content** R 0

**This total must correspond with Annex C - C24**

**Signature of tenderer from Annex B**

Date:

# PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001
# LOCAL CONTENT OF PRODUCTS

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM MBD 6.1 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001**

1. Regulation 12(1) of the Preferential Procurement Regulations makes provision for the promotion of locally manufactured products within the preference point systems.

| SPECIFIC GOAL | POINTS ALLOCATED |
|---|---|
| The stimulation of the S.A economy by procuring locally Manufactured products. | …… |

2. Preference points may only be claimed for products, which will be manufactured (fabricated, processed or assembled), in the Republic of South Africa. In cases where production has not yet commenced at time of bid closure, evidence shall be produced that at the time of bid closure, the bidder was irrevocably committed to local production of the product.

3. "**Local content"** means that portion of the bid price, excluding Value Added Tax (VAT), which is not included in imported content, **provided that local manufacture does take place**.

4. "**Imported content"** means that portion of the bid price represented by the costs of components, parts or materials which have been or are still to be imported (whether by the bidder or his suppliers or sub-contractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duties, sales duties, or other similar taxes or duties at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies for which a bid has been submitted are manufactured.

## 5. BID INFORMATION

Bidders who wish to claim points in respect of this goal must furnish the information in paragraph 7 below.

## 6. POINTS CLAIMED

Indicate whether point(s) allocated for this goal is (are) claimed. Yes / No

## 7. INFORMATION WITH REGARD TO LOCAL MANUFACTURE

Indicate in the table below which product(s) [item number(s)] is/are manufactured locally against the % local content of each product / item in relation to the bid price (exclusive of VAT). Points claimed must be indicated in the "points claimed" column.

| Percentage local content in relation to bid Price | Indicate item numbers | Points Allocated | Points Claimed |
|---|---|---|---|
| 10 % - 30 % | | | |
| 31 % - 60 % | | | |
| 61 % or more | | | |

## 8. BID DECLARATION

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm declare that points claimed, based on the local content of the product(s) above, qualifies the firm for the point(s) shown and I / we

acknowledge that:

(i) The information furnished is true and correct.

(ii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.

(iii) If the claims are found to be incorrect, the purchaser, in addition to any other remedy it may have -

(a) recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct; and

(b) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

**WITNESSES:**

1. ……

……..
SIGNATURE (S) OF BIDDER (S)

2. ……

DATE: ……

**MBD 8**

**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.

| Item | Question | Yes | No |
|---|---|---|---|
| 4.1 | Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?<br>(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 *audi alteram partem* rule was applied).<br>**The Database of Restricted Suppliers now resides on the National Treasury's website(**www.treasury.gov.za**) and can be accessed by clicking on its link at the bottom of the home page.** | Yes ☐ | No ☐ |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?<br>**The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.** | Yes ☐ | No ☐ |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? | Yes ☐ | No ☐ |
| 4.3.1 | If so, furnish particulars: | | |
| **Item** | **Question** | **Yes** | **No** |
| 4.4 | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes ☐ | No ☐ |
| 4.4.1 | If so, furnish particulars: | | |
| 4.5 | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes ☐ | No ☐ |
| 4.7.1 | If so, furnish particulars: | | |

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.**

**CERTIFICATION**

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

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS**

**DECLARATION FORM IS TRUE AND CORRECT.**

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

| | |
|---|---|
| **……...** | **……..** |
| **Signature** | **Date** |
| **……** | **……..** |
| **Position** | **Name of Bidder** |

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 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:

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

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

## 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[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

_____

(a) prices;
(b) geographical area where product or service will be rendered (market allocation)
(c) methods, factors or formulas used to calculate prices;
(d) the intention or decision to submit or not to submit, a bid;
(e) the submission of a bid which does not meet the specifications and conditions of the bid; or
(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

## CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

**DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003) -** (To be signed in the presence of a Commissioner of Oaths)

I, _____, _____(full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Winnie Madikizela Mandela Local Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorized to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

| PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER | MUNICIPAL ACCOUNT NUMBER |
|---|---|
| | |
| | |

**FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:**

| Director / Shareholder / partner | Physical address of the Business | Municipal Account number(s) | Physical residential address of the Director / shareholder / partner | Municipal Account number(s) |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**NB: Please attach certified copy(ies) of ID document(s)**

**If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.**

| | | |
|---|---|---|
| | | |
| **Signature** | **Position** | **Date** |

**COMMISSIONER OF OATHS**

**Apply official stamp of authority on this page:**

Signed and sworn to before me at _____ ,on _____

this _____ day of _____ 20 _____

by the Deponent, who has acknowle dged that he/she knows and understands the contents of this Affdavit, it is true and correct tothe 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:-**

Position: _____

Address:

**SCHEDULE A –**

**CONFIRMATION OF REGISTRATION OF TENDERER ON NATIONAL TREASURY DATABASE**

| TENDERER NAME | NATIONAL TREASURY DATABASE REGISTRATION NUMBER |
|---|---|
| | |

A tenderer who is not registered on the National Treasury Database (CSD) is not precluded from submitting a tender; however such tenderer must be registered on the database prior to the finalisation of the evaluation of the tender in order for its bid to be considered responsive.

It is the responsibility of a tenderer to ensure that this requirement is complied with. In the case of Joint Ventures and Consortia, this requirement will apply to each party to the Joint Venture or Consortium.

**TENDERER'S SIGNATURE:** ……

Position: _____

Address:

**O. Ethics Commitment for Suppliers of the Winnie Madikizela Mandela Local Municipality**

**In our dealings with the Winnie Madikizela Mandela Local Municipality we commit to uphold high standards of ethics. Among other things this means:**

- We will be honest and deal in good faith;
- We will not try to improperly influence any municipal official or decision;
- We will avoid all conflicts of interest;
- We will not engage in any form of corruption (e.g. paying bribes, giving kickbacks);
- We will not give gifts to municipal officials or councillors;
- We will not be involved in collusion with other service providers (i.e. price-fixing);
- We will inform the Municipality of any unethical behaviour which we become aware of in the procurement process, either related to other suppliers or to municipal officials. *
- We will, through all our dealings, contribute to building a positive ethical culture in the Winnie Madikizela Mandela Local Municipality.

This is our commitment to help build an ethical community.

Name of Company: _____

Name of authorized person: _____

Signature of the Director : _____

Date: _____

* If you wish to report unethical conduct you can contact or *If you are aware of any fraud/ corruption within the municipality. These may be reported anonymously to

The Municipal manager: mahlakal@winniemmlm.gov.za

**TERMS OF REFERENCE**

**FOR**

**UPGRADINF OF 3.1KM CBD ROADS AND STORMWATER**

## 1. BACKGROUND

Winnie Madikizela Mandela local municipality is one of the fastest growing municipalities in the Alfred Nzo District Municipality in the Eastern Cape province. Along with the vast developments taking place in the area, a number of economic activities have been identified and are in control. These activities include Mining, Construction, Tourism, Agriculture and Installation of huge power plant.

Thus, Winnie Madikizela Mandela Local Municipality is looking for one suitably qualified and experienced service provider for the **UPGRADING OF 3.1KM CBD ROADS AND STORMWATER**

## 2. OBJECTIVES

The motivation for the project is social, economic and environmental. The municipality, environment and project communities will benefit economically and socially as follows:

- Improvement in provision of basic services
- Improvement in the living conditions of the beneficiary communities
- Growth in the level of commercial activities by the Community
- Improved access and mobility
- Employment creation during project implementation
- Employment potential due to skills transferred during project implementation

## 3. SCOPE OF WORK WITH CONFORMANCE SPECIFICATION REQUIREMENTS

3.1. 1 Service provider will be appointed to render services to Upgrade the existing surfaced road infrastructure to restore its structural integrity, improve ride quality, enhance road safety, and extend the operational life of the road network. The proposed upgrade works have been developed in accordance with recognized engineering standards and best practices, focusing on the upgrade of distressed pavement sections, improvement of the stormwater drainage system, and restoration of the roads to an acceptable level of service. The project will provide a durable, cost-effective and sustainable transport network that supports the continued accessibility and functionality of the Bizana Central Business District (CBD).

3.2. The Works comprise the upgrading of Upper Main Street and Thompson Avenue in the Bizana Central Business District, Ward 01, Winnie Madikizela Mandela Local Municipality, Alfred Nzo District Municipality, Eastern Cape Province. The Works shall restore pavement structural capacity and riding quality, improve the collection and disposal of stormwater, and provide the specified parking, pedestrian and property-access facilities.

3.3. The developed road alignments for both Upper Main Street and Thompson Avenue, give a combined alignment length of approximately 3.1 km. These lengths identify the developed alignments; the start and end limits, widths, widening, intersections, drainage extensions and localized works shall be as shown on the Contract Drawings.

3.4. This tender includes road pavement upgrade, local reconstruction and widening, stormwater pipes and structures, surface drainage, sidewalks, parking, access improvements, service interfaces, road furniture and associated finishing works.

- **Successful bidders will be required to undertake the following tasks but not limited to such:**

- Site Establishment
- Site clearance / Clear and grub
- Location of existing services and utilities
- Removal milling and material recovery
- Earthworks formation and widening
- Pavement upgrade and cemented layers
- Preparation of roadbed and compacted to 90-93% of MDD
- Asphalt surfacing and pavement tie ins
- Construction of Inlet and outlet structures (Head walls) as per the design specification
- Construction concrete slab as per the design specification.
- Construction of Kerbs channels and erosion protection
- Construction of Sidewalks and pedestrian facilities
- Construction of Intersections accesses parking and trading area
- Installation of Road signs markings and furniture as per design specification
- Laying of concrete pipes for storm water control as per design specification.
- Trench backfill and pavement reinstatement
- Stockpiling of Material from approved borrow material
- Tipping of tested material as per design specification
- Construction of Concrete V-Drains
- Processing of suitable Material from approved borrow pit as per design specification and compacted to 95-97% MDD

- Testing of the borrow pit and road layer works (roadbed and final layer)
- Skimming and cleaning of road reserve as per instruction of the Engineer / Project Manager
- Rehabilitation of the borrow pit
- Compliance to regulations relating to Health and Safety and the Environmental Management Acts
- De-establishment

## 1. PERIOD OF CONTRACT

The contract shall be valid for a period of 12 months,

## 2. ALLOCATION OF PROJECT

One contractor will be appointed to execute the upgrade of Bizana CBD Roads, Ward 01, as defined in the Scope of Work, Contract Drawings and Bill of Quantities.

The Contractor shall execute the Works within the specified 12-month construction period, subject to the Conditions of Contract. Payment shall be based on the quantities of work measured and certified, using the accepted contract rates and prices.

Variations to the Works shall be instructed and valued in accordance with the Conditions of Contract.

### 2.1. DEFAULT AND/OR POOR PERFORMANCE OF THE CONTRACTOR AND TERMINATION OF THE CONTRACT

2.1.1. Should it appear to the Head of the Section/Directorate that the contractor is:

I. Not executing the contract in accordance with the true intent and meaning thereof, or
II. Not performing satisfactorily, or
III. Not performing with accepted industry expertise, or
IV. Refusing or delaying executing tasks, or
V. Should it be found that any laws or other statutory requirements and/or safety regulations are not being complied with, or
VI. In the event of any other failure of default by the Contractor

**Then in any such events the Municipality shall be entitled to cancel the contract and employ other persons at the expense of the contractor, to perform and carry out any work which the contractor fails to do with reasonable skill, diligence.**

**KEY COMPETENCES**

All bidders should be registered with CIDB, minimum of 8CE or Higher is required.

## 3. REQUIREMENTS

Notes to Prospective Bidders / Compulsory Submissions:
1. Notes to Prospective Bidders: Compulsory submissions (Failure to submit any of the following will result in disqualification)

- Authority to sign section must be signed and completed in full.
- Copies of ID Documents and all submitted certificates must be certified
- The bid will be evaluated according to the preferential procurement model in the Preferential Procurement. The bidders' attention is drawn to Form MBD6.1. Must complete in full
- Bidders are required to submit Proposed Project Team, their CV's and qualifications.
- All bidders should complete MBD 1, MBD4, MBD 5, MBD 7, MBD 8, and MBD 9, Ethics Commitment for Suppliers of Winnie Madikizela Mandela Local Municipality. Letter of Good Standing with Compensation Fund (COID). Submit audited or reviewed annual financial statements for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statement for auditing for bid number.
- All prospective service providers of goods and services and infrastructure procurement are to be registered on Central Database in order to do business with all organs of state in the Republic of South Africa.

Bids received after the published closing date will not be considered and will not be opened

The bid will be evaluated in two stages namely:

**PREFERENTIAL PROCUREMENT REGULATIONS, 2022 POINTS WILL BE AWARDED AS FOLLOWS: -**

**The bids will be evaluated in two stages, namely:**

- Stage 1 – Functionality
- Stage 2 – Specific Goals

**Evaluation for Functionality**

Functionality will be evaluated as shown in the table below: **THE MINIMUM FUNCTIONALITY SCORE OF 70 POINTS SHALL ONLY BE APPLICABLE TO BIDDERS WHO FIRST SATISFY THE MANDATORY REQUIREMENT OF HAVING AT LEAST ONE DIRECTOR WITH CIVIL ENGINEERING QUALIFICATIONS. BIDDERS FAILING THIS MANDATORY CRITERION SHALL BE AWARDED ZERO FUNCTIONALITY POINTS AND BE DISQUALIFIED FROM FURTHER EVALUATION.**

| **Functionality criterion** | **Points** |
|---|---|
| Comparable company experience | 40 |
| Key delivery personnel | 45 |
| Plant and equipment | 15 |
| Total | 100 |

The functionality evaluation criterion is further explained below.

| | | |
|---|---|---|
| **Experience in company (Works of a Similar Nature): Final Payment Certificates, Completion Certificates, Reference Letters not older than 3 months and Appointment letters of the same projects must be attached**<br>**Each project must consist of at least five of the following elements:**<br>• Heavy pavement upgrade<br>• Roadway layer-works<br>• Asphalt roadway surfacing<br>• Kerbing / channelling<br>• Sidewalk / walkway construction<br>• Stormwater drainage<br>• Provision of traffic accommodation<br>• Dealing with existing underground services (watermains, sewers, electricity, communication infrastructure**)** | **40** | |
| 6 or more Appointment Letters, Reference Letters and above completion Certificates – Project Value **(R20 Million, Inclusive of VAT)** | 40 | |
| 4-5 Appointment Letters, Reference Letters and above completion Certificates – Project Value **(R20 Million, Inclusive of VAT)** | 20 | |
| 2-3 Appointment Letters, Reference Letters and above completion Certificates – Project Value **(R20 Million, Inclusive of VAT)** | 15 | |
| 1 Appointment Letter, Reference Letter and above completion Certificate – Project Value **(R20 Million, Inclusive of VAT)** | 5 | |
| **Qualifications and demonstrated Experience of the company personnel** | **45** | |
| **Director or Permanent Senior Personnel with a BTech or higher qualification in Civil Engineering**<br>Attach a CV, certified qualification certificates and proof of current ECSA professiona registration as Pr. Eng or Pr. Tech Eng<br>• 10 years and above experience = 30 Points<br>• 5 to 10 years' = 15 Points<br>• 2 to 5 -years' experience = 10 Points<br>• 1-year experience = 5 Points<br>• Less than 1 year experience = 0 Points | 30 | |
| **Contracts Manager:**<br>Minimum requirement. Current ECSA professional registration in civil engineering as Pr. Eng or Pr. Tech Eng **(Attach CV and Certified Copies of Certificates)**<br>Comparable experience. Managed programme, resources, subcontractors and contractual reporting on road upgrade works.<br>0 projects = 0 points \| 1 project = 2 points \| 2 projects = 5 points | 5 | |
| **Site Agent:**<br>Minimum requirement. National Diploma or relevant equivalent at NQF Level 6 or higher in Civil Engineering or Construction Management and **LIC Level 5**. Full-time site appointment **(Attach CV and Certified Copies of Certificates)**<br>Comparable experience. Coordinated daily roadworks, plant and crews, inspections and site records.<br>0 projects = 0 points \| 1 project = 1 points \| 2 projects = 5 points | 5 | |
| **Construction Health and Safety Officer (CHSO)**:<br>Minimum requirement. Current SACPCMP registration as a Construction Health and Safety Officer. **(Attach CV and Certified Copies of Certificates)**<br>Comparable experience. Managed site safety inspections, corrective actions and excavation or plant–public interfaces on roadworks or comparable live-site civil works.<br>0 projects = 0 points \| 1 project = 1 points \| 2 projects = 2.5 points | 2.5 | |

| | | |
|---|---|---|
| **Traffic Controlling Officer (TCO)**<br><br>Minimum requirement. Documented training in temporary traffic control or work-zone traffic accommodation. **(Attach CV and Certified Copies of Certificates)**<br>Comparable experience. Supervised traffic control, signs, barriers, flag personnel and safe public access on works under live traffic.<br>0 projects = 0 points \| 1 project = 1 points \| 2 projects = 2.5 points | 2.5 | |
| **Availability of key plant and equipment** | **15** | |
| The Bidder must Provide Plant as listed below. Award Points shown when evidence covers the full listed quantity and confirms availability when required by the programme. Accept owned, leased and hired plant in combination.<br><br>1 x TLB, **(1 Point)**<br><br>1 x Tipper-Trucks, **(3 Points)**<br><br>1 x Grader, **(2 Points)**<br><br>1 x Excavator, **(1 Points)**<br><br>1 x Layer works compactor, **(1 point)**<br><br>1 x Asphalt paver, **(3 Points)**<br><br>1 x Asphalt compaction roller, **(3 points)**<br><br>1 x Watercart **(1 Point)**<br>**Please attach registration certificate (logbook) or a signed lease agreement (by both parties: lessor and lessee) with the Plant Hire company including plant registration certificates** | | **15** |
| **Total** | **100** | |

Bids that qualify will proceed to the next stage where they will be evaluated in terms of the 80/20 preference points system.

The Points will be allocated as follows:

**80 points = for Price**

**20 points = for Specific Goals**

## 4. INFORMATION

The Tenderers attention is drawn to the fact that if the schedules of this specification are not completed, his tender cannot be adjudicated and may be disqualified

## 5. Language of the proposal

Language of the proposal shall be written in English.

**6. Currency: All** proposals shall be quoted in South African rand (R) and likewise, the contract will be awarded in this currency. Proposals in other currencies will automatically be disqualified.

**7. Legal aspects: It** is expected of the Prospective Professional Service Provider to address the identification of corresponding laws and ordinances available for compliance.

**BID ENQUIRES**

Enquiries should be directed to:

1. Mr.C. ndzungu, on 039 251 0230 email: ndzunguc@winniemmlm.gov.za
2. Mr. Z. Khala on 039 251 0230 email: khalaz@mbizana.gov.za

# CONTRACT

C1: AGREEMENTS AND CONTRACT

DATA C2: PRICING DATA

C3: SCOPE OF WORK

C4: SITE

INFORMATION

# CONTRACT

## TABLE OF CONTENTS


| | Page | Colour |
|---|---|---|
| **C1: AGREEMENTS AND CONTRACT DATA** | | |
| **C1.1: FORM OF OFFER AND ACCEPTANCE** | C3 | Green |
| **C1.2: CONTRACT DATA** | C7 | Green |
| **C1.2.1: CONDITIONS OF CONTRACT** | C8 | Green |
| **C1.2.2: PART A: DATA PROVIDED BY THE EMPLOYER** | C9 | Green |
| **PART B: DATA PROVIDED BY THE CONTRACTOR** | C11 | Green |
| **C1.3: FORM OF GUARANTEE** | C12 | Green |
| **C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993** | C14 | White |
| **C2: PRICING DATA** | | |
| **C2.1: PRICING INSTRUCTIONS** | C16 | Yellow |
| **C2.2: SCHEDULE OF QUANTITIES** | C20 | Yellow |
| **C3: SCOPE OF WORK** | | |
| **TABLE OF CONTENTS** | C23 | Pink |
| **C3.1: STANDARD SPECIFICATIONS** | C23 | Pink |
| **C3.2: PROJECT SPECIFICATIONS** | C23 | Pink |
| **C3.3: PARTICULAR SPECIFICATIONS** | C24-C89 | Pink |
| **C 4: SITE INFORMATION** | | |
| **C4.1: LOCALITY PLANS** | C91 | White |
| **C4.2: EXAMPLE OF CONTRACT SIGNBOARD DETAILS** | C94-96 | White |
| **C4.3: DRAWINGS** | C97 | White |

# C1: AGREEMENTS AND CONTRACT DATA

## C1.1FORM OF OFFER AND ACCEPTANCE

### A. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **CONTRACT No. WMM LM 000207 CBD**

**UPGRADING OF 3.1KM CBD ROADS AND STORMWATER**

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

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

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

Amount in Words.....

……

……

……

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

**Signature:** *(of person authorized to sign the tender)*: .....

**Name:** (*of signatory in capitals)*: .....

**Capacity:** (*of Signatory*): .....

**Name of Tenderer:** (*organization*): .....

Address: …….....

.....

Telephone/Cell number: …… email address: .....

**Witness:**

**Signature:** .....

**Name:** *(in capitals):* .....

**Date:** .....

***[Failure of a Tenderer to sign this form will invalidate the tender]***

## B. ACCEPTANCE

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

The terms of the contract are contained in

Part 1 Agreements and Contract Data (which includes this Agreement)

Part 2 Pricing Data, including the Schedule of Quantities

Part 3 Scope of Work

Part 4 Site Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorized representatives of both parties.

The Tenderer shall deliver the Guarantee in terms of the General Conditions of Contract 2015 within the period stated in the Contract Data, and he shall, immediately after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

**Signature:** .....

**Name:** *(in capitals)* .....

**Capacity:** .....

**Name of Employer** *(organization)*.....

Address: ..... .....

.....

**Witness: Signature:** ..... Name: .....

**Date:** .....

## C. SCHEDULE OF DEVIATIONS

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

A Tenderer's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreement reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

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.

Any change or addition to the tender documents arising from the above agreement and recorded here shall also be incorporated into the final draft of the Contract.

**1. Subject:** .....

**Details:** .....

.....

**2. Subject:** .....

**Details:** .....

.....

**3. Subject:** .....

**Details:** .....

.....

**4. Subject:** .....

**Details:** .....

.....

**5. Subject:** .....

**Details:** .....

.....

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

**Details:** .....

.....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

**FOR THE TENDERER:**

**Signature:** .....

**Name:** ..... .....

**Capacity:** .... .....

**Tenderer:** *(Name and address of organisation)* .....

.....

**Witness:**

**Signature:** .....

**Name:** .....

**Date**: .....

**FOR THE EMPLOYER**

**Signature:** .....

**Name:** ..... .....

**Capacity:** .... .....

**Employer:** *(Name and address of organisation)*
.....

.....

**Witness:**

**Signature:** .....

**Name:** .....

**Date:** ..... .....

# C1.2: CONTRACT DATA

## C1.2.1: CONDITIONS OF CONTRACT

**TABLE OF CONTENTS PAGE NO.**

**C1.2.1.1 GENERAL CONDITIONS OF CONTRACT**.....

**C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT**.....

**C1.2.1.2.1 GENERAL**.....

**C1.2.1.2.2 AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT 2015**.....

## C1.2.1 CONDITIONS OF CONTRACT

### C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works - New Edition 2015", issued by the South African Institution of Civil Engineering (abbreviated title: "General Conditions of Contract 2015").

It is agreed that the only variations from the General Conditions of Contract 2015 are those set out hereafter under "Special Conditions of Contract".

### C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT

#### C1.2.1.2.1 GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2015 to the extent º

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

#### C1.2.1.2.2 AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT 2015

SCC 1.1.4. reads "The Commencement date shall be the date of the Site Handover Meeting".

**SCC 4.1.1 Extent of Contractor's obligations**

*Add the following new paragraphs to the end of Clause 4.1.1:*

"If the Contractor fails to achieve the monetary value of the target set by the Employer for local labour content in terms of the Requirements of the Expanded Public Works Programme (EPWP) in the Particular Specifications, the Contractor shall be liable to the Employer for a sum calculated in accordance with the Contract Data and the aforementioned Scope of Works as a penalty for such underachievement.

**Please note that it is the responsibility of the bidder to go on site and determine the site conditions**

**Site Co-ordinates:**

*1* **C1.2.2: CONTRACT DATA (Applicable to this contract)**

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

The following contract specific data are applicable to this contract.

| REFERENCE | CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER |
|---|---|
| Clause 1.1.14: | **Name of Employer:** Winnie Madikizela Mandela Local Municipality |
| Clause 1.2.2: | **Address of Employer:**<br><br>Physical:<br>51 Winnie Madikizela Mandela Street<br>Bizana<br>4800<br><br>Postal:<br>P. O. Box 12<br>Bizana<br>4800<br><br>E-Mail: mahlakal@mbizana.gov.za<br><br>Telephone No: (039) 251 0230 |
| Clause 1.1.15: | **Name of Engineer:** Nikhwe Group |
| Clause 1.2.2: | **Address of Engineer:**<br><br>Physical:<br>Intsingizi<br>Amanikhwe A/A<br>Bizana<br>4800<br><br>Postal:<br>Intsingizi<br>Amanikhwe A/A<br>Bizana<br>Bizana<br><br>E-Mail: mzingisi@nikhwegroup.co.za<br><br>Telephone No: 072 948 8775 |

| REFERENCE | CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER |
|---|---|
| Clause 1.6 & 38.1: | Special non-working days are Sundays, the construction industry year end break and the following statutory public holidays as declared by National Government:<br><br>New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill. |
| Clause 1.6: | The construction industry year end break commences on the first working day after **15 December** and ends on the first working day after 1**5 January** of the following year. |
| | **CONTRACTOR'S GENERAL OBLIGATIONS** |
| Clauses 4.1.1 and SCC 4.1.1 | The penalty for failing to achieve the monetary value of the target set by the Employer for local labour content in terms of Part F: Requirements of the Expanded Public Works Programme (EPWP) of section C3.3 Particular Specifications in Part C3: Scope of Works, is 5% of the monetary value by which the achieved monetary value falls short of the target monetary value. |
| Clause 7.1: | The time to deliver the Guarantee is within 14 days of the Commencement Date.<br><br>The Liability of the Guarantee shall be for 10% of the Accepted Contract Price up to the Certificate of Completion, and thereafter the liability shall be reduced to 5% of the accepted contract price up to the issue of the Final Approval Certificate. |
| Clause 10.1: | The Contractor shall commence executing the Works within 14 days of the Commencement Date. |
| Clause 12.2: | The Contractor shall deliver his programme of work within 7 days of the Commencement Date. |
| Clause 35.1 | Insurance to be effected by the Contractor. |

| REFERENCE | CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER |
|---|---|
| Clause 35.1.1.2.2: | The value of materials supplied by the Employer to be included in the insurance sum is Nil. |
| Clause 35.1.2: | Special Risks Insurance issued by SASRIA is required. |
| Clause 35.1.3: | The limit of indemnity for liability insurance is R2 000 000,00 (two million rands only) for any single liability claim. Liability insurance shall include spread of fire risk. |
| Clause 37.2.2.3: | The percentage allowance to cover overhead charges is 10%. |
| Clause 42.1: | The Works shall be completed as set out in the Scope of Works:<br>• In 12 **Months** including special non-working days |
| Clause 43.1: | The penalty for failing to complete the whole of the Works is R1 500.00 (one thousand five hundred rands only) of the total Contract Price per day. |
| Clause 46.2: | The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule:<br>**Note**: There will be no Contract Price Adjustment under this contract: The contract will be fixed, no escalation will be added.<br>Bidders should allow their escalation within their tendering rates. |
| Clause 46.3: | Price adjustments for variations in the cost of special materials are allowed. |
| Clause 49.1.5: | The percentage limit on materials not yet built into the Permanent Works is 80%. |
| Clause 49.3: | The percentage retention on the amounts due to the Contractor is 10% to which 5% will be paid during practical completion |
| Clause 53.1: | The Defects Liability Period is **12 months** from the date of the Certificate of Completion. |
| Clause 58.2: | Dispute Resolution shall be by Mediation. |

**C1.2.2: CONTRACT DATA (Applicable to this contract)**

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

The following contract specific data are applicable to this contract.

| REFERENCE | CONTRACT SPECIFIC DATA PROVIDED BY THE CONTRACTOR |
|---|---|
| Clause 1.1.8: | **Name of the Contractor**: ..... ..... |
| Clause 1.2.2: | **Address of the Contractor**:<br>Physical: Postal:<br>..... .....<br>..... .....<br>..... .....<br>..... ..... |

# C1.3: FORM OF GUARANTEE

**PRO FORMA**

## 2.1.1 FORM OF GUARANTEE

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

_____

**Contract No:** _____

(*Contract title*) _____

WHEREAS _____

(hereinafter referred to as "the Employer") entered into a Contract with

_____

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

for the construction of (*Contract Title*)

_____

at _____

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

AND WHEREAS _____ (hereinafter referred to as "the Guarantor") has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE, _____

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

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. 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 Practical Completion Certificate in terms of the Contract, and thereafter the liability shall be reduced to 5% up to the issue of the Final Approval Certificate, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

5. Our total liability hereunder shall not exceed the sum of

_____

_____(in words)

R_____(in figures)

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

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

_____

_____

IN WITNESS WHEREOF this guarantee has been executed by us at _____

on this _____day of _____20 _____

As witnesses:

1. _____ Signature _____

Name in Block Letters

2. _____ Signature _____

Name in Block Letters

Duly authorized to sign on behalf of (*Guarantor*) _____

Address_____

_____

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

THIS AGREEMENT is made between The Winnie Madikizela Mandela Local Municipality.

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

..... .....

in his capacity as ……;

AND: ..... .....

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

..... .....

in his capacity as: .... .....

duly authorised to sign on behalf of the Contractor.

**WHEREAS** the CONTRACTOR is the Mandatary of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of:

CONTRACT No.: WMM LM 000207 CBD

**UPGRADING OF 3.1KM CBD ROADS AND STORMWATER - WMM LM 0000207 CBD**

**FOR A PERIOD OF 12 MONTHS**

for the construction, completion and maintenance of the works;

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

**NOW THEREFORE** the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.

2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.

3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

4. The CONTRACTOR agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps the EMPLOYER may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

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

Thus, signed at …… for and on behalf of the **CONTRACTOR**

on this the …… day of ……..……..…… 20……

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. .....

2. .....

Thus, signed at ……for and on behalf of the **EMPLOYER** on this

the …….. day of ……..…… 20……

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. .....

2. .....

# C2: PRICING DATA

## C2.1 PRICING INSTRUCTIONS

### 1. GENERAL

The Schedule of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specifications) and the Drawings.

### 2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Schedule of Quantities has been drawn up generally in accordance with the relevant provisions of the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998 edition) published by the South African Institution of Civil Engineering (SAICE).

The short descriptions of the items in the Schedule of Quantities are for identification purposes only and the measurement and payment clause of the COLTO Standard Specifications (1998 edition) and the Particular Specifications, read together with the relevant clauses of the amendments and additions contained in the Project Specifications and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

The item numbers appearing in the Schedule of Quantities refer to the corresponding item numbers in the COLTO Standard Specifications (1998 edition). Item numbers prefixed by the letter B refer to items of payment described in Part B Amendments to the Standard Specifications.

For the purposes of this Schedule of Quantities, the following words shall have the meanings hereby assigned to them:

| | |
|---|---|
| Unit: | The unit of measurement for each item of work as defined in the specifications. |
| Quantity: | The number of units of work for each item. |
| Rate: | The payment per unit of measurement at which the Tenderer tenders to do the work. |
| Amount: | The product of the quantity and the rate tendered for an item. |
| Lump Sum: | An amount tendered for an item, the extent of which is described in the Schedule of Quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units. |

## 3. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Schedule of Quantities are estimates only, and are subject to re-measure during the execution of the work. The quantities finally accepted and certified for payment, and not the quantities given in the Schedule of Quantities, shall be used to determine payments to the Contractor. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it. The quantities of material or work stated in the Schedule of Quantities shall not be regarded as authorization for the Contractor to order material or to execute work.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Schedule of Quantities and in accordance with the General and Special Conditions of Contract, the COLTO Standard Specifications sub-clause 1201(a), the Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste. The validity of the contract will in no way be affected by differences between the quantities in the Schedule of Quantities and the quantities finally certified for payment.

## 4. PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Schedule of Quantities, payment for the work done under such items will be made in accordance with the General Conditions of Contract 2015. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted by the Employer in the "Amount" column of the Schedule of Quantities and in the Summary of the Schedule of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Any unauthorized changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Schedule of Quantities, will be treated as arithmetical errors.

## 5. PRICING OF THE SCHEDULE OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Schedule of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based. The rates and lump sums shall be comprehensive in accordance with sub-clause 1201(b) of the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998 edition).

Each item shall be priced and extended to the "Amount" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If

the Tenderer omits to price any items in the Schedule of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

Should the Tenderer group a number of items together and tender one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Amount" column. The provisions of sub-clause 1201(f) of the COLTO Standard Specifications shall apply in rate only items. "Rate Only" items have been included where:

(a) an alternative item or material is contemplated;

(b) variations of specified components in the make-up of a pay item may be expected; and

(c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For “Rate Only” items, no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall, however, note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

Reasonable compensation will be received where no payment item appears in respect of work required in terms of the Contract which is not covered in any other pay item.

All rates and amounts quoted in the Schedule of Quantities shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Schedule of Quantities. Note that fractions of a cent in all rates shall be discounted.

## 6. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialed by the Tenderer.

## 7. INTERIM PAYMENTS

Unless otherwise specified, monthly payments, referred to in Clause 52 of the General Conditions of Contract 2015, in respect of "sum" items in the Schedule of Quantities shall be by means of interim progress instalments assessed by the Engineer and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

Notwithstanding any custom to the contrary, the work as executed will be measured for payment in accordance with the methods described in the contract documents under the various items of payment.

Attention is directed to the provisions of clause 1220 of the Standard Specifications regarding the measurement of quantities for payment. Except where specified otherwise than in clause 1220, the net measurements or mass of the finished work in place shall be taken for payment, but any quantity of work in excess of that prescribed shall be excluded.

## 8. UNITS OF MEASUREMENT

The units of measurement described in the Schedule of Quantities are metric units. The following abbreviations are used in the Schedule of Quantities.

| | | | | | |
|---|---|---|---|---|---|
| mm | = millimetre | $m^3$-km | = cubic metre-kilometre | Prov sum | = provisional sum |
| m | = metre | l | = litre | kPa | = kilopascal |
| km | = kilometre | kl | = kilolitre | MPa | = megapascal |
| km-pass | = kilometre-pass | kg | = kilogram | MN | = meganewton |
| $m^2$ | = square metre | t | = tonne (1 000 kg) | t-km | = tonne-kilometre |
| $m^2$-pass | = square metre-pass | No. | = number | hr | = hour |
| ha | = hectare | % | = percent | dia | = diameter |
| $m^3$ | = cubic metre | PC sum | = prime cost sum | Sum | = lump sum |
| kW | = kilowatt | MN-m | = meganewton-metre | | |

## 9. CONSISTENCY OF RATES

In order to ensure that payments certified by the Engineer are reasonably consistent with the market value of the work done, and that variations in quantities do not distort the contract valuation, the rates, prices and amounts tendered in the Schedule of Quantities are required to be in balance.

A tender will be considered out of balance if:

(i) the combined, extended total tendered for the item:

13.01 The Contractor's general obligations

(a) Fixed obligations

(c) Time-related obligations

exceeds a maximum of 12% of the Tender Offer (excluding contingencies, escalation and VAT).

(ii) The rates, prices or amounts tendered for any other items differ by more than 20 (twenty) percent from either the next highest or next lowest rates, prices or amounts tendered, or else from the latest estimates.

Any such unbalanced tender may be rejected if, after fourteen (14) days of having been given written notice by the Employer to adjust those rates or lump sums which are unreasonable or out of balance, the Tenderer fails to make the necessary satisfactory adjustments. These adjustments in rectification will be such that increases are balanced by decreases, leaving the tender offer unchanged.

## 10. ITEMS SCHEDULED FOR CONSTRUCTION USING LABOUR-INTENSIVE METHODS

Those parts of the Works to be constructed using labour-intensive methods are marked in the Schedule of Quantities with the letters LI, either in a separate column or as a prefix or suffix against every item so designated. The Works or parts of the Works so designated are to be constructed using labour-intensive methods only, unless otherwise specified in the Scope of Work.

The items marked with the letters LI include:

(a) Items in the COLTO Standard Specifications that would normally be carried out using labour-intensive construction methods.

(b) Items in the COLTO Standard Specifications that would normally be carried out using plant but which have been modified specifically so as to require the use of labour-intensive construction methods instead of plant for some or all of the work components of the item.

(c) New items that have been written for this contract specifically requiring the use of labour-intensive construction methods rather than plant for some or all of the work components of the item.

The items marked with the letters LI are not necessarily an exhaustive list of all the activities which could be carried out using labour-intensive methods. Where a minimum percentage for local labour content is specified, additional activities may need to be identified to be carried out using labour-intensive methods rather than plant in order to meet such target.

**C2.2. SCHEDULE OF QUANTITIES**

**WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY**

**CONTRACT No: WMM LM 000207 CBD**

**FOR**

**APPOINTMENT OF CONTRACTORS FOR UPGRADING OF 3.1KM OF CBD ROADS AND STORMWATER FOR A PERIOD OF 12 MONTHS-**

## TENDER SUMMARY

| DESCRIPTION | AMOUNT |
|---|---|
| Totals of Schedule of Quantities brought forward: | |
| **SUBTOTAL 1** | **R** |
| **SUBTOTAL 2**<br>**Add: VAT (15% of SUBTOTAL 2)** | **R**<br>**R** |
| TOTAL CARRIED FORWARD TO FORM OF OFFER | **R** |

Signed on behalf of the Tenderer ..... (Signature)

Date: ……..

Tenderer's Name..... (Company Name)

## C3: SCOPE OF WORK

## TABLE OF CONTENTS PAGE

**C3.1 STANDARD SPECIFICATIONS** ..... C23
**C3.2 PROJECT SPECIFICATIONS**..... C23

**PART A: GENERAL**

1. DESCRIPTION OF THE WORKS..... C24
2. DRAWINGS ..... C31

**PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS**

PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS ..... C29
Section 1100 DEFINITIONS AND TERMS ..... C30
Section 1200 GENERAL REQUIREMENTS AND PROVISIONS..... C32
Section 1300 CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS..... C36
Section 1400 HOUSING, OFFICES AND LABORATORY. FOR THE ENGINEER'S SITE PERSONNEL …… ... C42
Section 1500 ACCOMMODATION OF TRAFFIC ..... C43
Section 1600 OVERHAUL ..... C46
Section 2200 PREFABRICATED CULVERTS ..... C47
Section 3400 PAVEMENT LAYERS OF GRAVEL MATERIAL ..... C48
Section 5600 ROAD SIGNS ..... C49
Section 8200 QUALITY CONTROL (SCHEME 1)..... C50

**C3.3 PARTICULAR SPECIFICATIONS**

**PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION**..... C46

**PART D: DAYWORK** ..... C50

**PART E: OHSA 1993 HEALTH AND SAFETY SPECIFICATION**..... C58

PART F: REQUIREMENTS OF THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) ..... C61

**SECTION 1.2: GENERAL REQUIREMENTS AND PROVISIONS**

# PART A: SPECIFICATIONS

## A1.2.3 GENERAL

### A1.2.3.15 Routine maintenance

*Add the following new paragraphs*:

"The Contractor's responsibility for routine maintenance on this contract is indicated in the Contract Documentation."

The backfilling for patching shall be done as indicated in the Contract Documentation.

The riding quality of gravel deviations shall comply with the requirements indicated in the Contract Documentation."

*Add the following new subclause after A1.2.3.23:*

"**A1.2.3.24 Reference Manuals, other specifications and test methods**

In various chapters of this Standard Specification, reference is made to Manuals, other specifications and test methods. If not otherwise indicated in the Contract Documentation, the latest published Manual, other specification and test methods at time of close of tender will apply. Any changes to be implemented on a project as a result of revisions to manuals, other specifications and test methods, will be handled in terms of the Conditions of Contract.

Certain TRH and TMH documents are published as Sabita Manuals/TRH or Sabita Manuals/TMH publications. Where reference is made to the TRH or TMH document, it shall be read as referring to the latest version of the Sabita Manual/TRH publication or Sabita Manual/TMH publication, respectively."

## A1.2.7 EXECUTION OF THE WORKS

### A1.2.7.1 Programme of work

**a) General**

*Add the following new paragraphs:*

"The contractor shall note that the examination of a road with a view to upgrade is normally undertaken a considerable period of time before the commencement of the contract, and that conditions may subsequently change. The engineer will make further examinations during the period of contract, and, depending on the results of such examinations, the quantities of any items of work may be drastically increased or decreased.

The contractor shall base his initial programme for road upgrade on the scope of the work as described in the project specifications on the quantities contained in the Pricing Schedule (Part C2)."

## PART C: MEASUREMENT AND PAYMENT

**(ii) Items that will not be measured separately**

*Replace the wording of item 8 with the following:*
*"*8. The design of all temporary work and the construction of all temporary work, unless otherwise indicated in the Contract Documentation.*"*

| Item | Unit |
|---|---|

**C1.2.7 Road safety audits**

*In the wording of item C1.2.7.2, replace "*C1.2.6.1*" with "*C1.2.7.1*".*

*In the wording of item C1.2.7.4, replace "*C1.2.6.3*" with "*C1.2.7.3*".*

*In the 4th paragraph of the item description, replace "*C1.2.7.2*" with "*C1.2.7.3*".*

*Add the following new pay items:*

**SECTION 1.3: CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS**

**PART C: MEASUREMENT AND PAYMENT**

**Item** **Unit**

**C1.3.1 The Contractor's general obligations**

*Add the following pay subitems:*

"C1.3.1.4 Suspension Cost

a) De-establishment ..... Number

b) Re-establishment ..... Number

c) Suspension period ..... month

d) Engineer's cost ..... prime cost sum (PC) sum

e) Engineer's Dedicated Environmental Officer
..... Prime Cost Sum (PC) sum

f) Engineer's occupational health and safety officer .....
..... prime cost sum (PC) sum

g) Engineer's Traffic Accommodation Engineer.....
..... prime cost sum (PC) sum

h) Engineer's Surveyor..... prime cost sum (PC) sum

*Under the heading "*Item C1.3.1.3*", delete the 2nd paragraph and replace with the following:*

"The contract rate shall include full compensation for that part of the Contractor's general obligations which are mainly a function of construction time. The contract rate shall be deemed to include, leasing costs, hire costs or cost of ownership per month for Contractor's Equipment. The contract rate will be paid monthly, pro rata for parts of a month, from the Commencement Date in terms of the Contract Documentation until the end of the original Contract Period specified for completion of the Works."

*Add the following new paragraphs*:

"Item C1.3.1.4

The rates tendered under subitem C1.3.1.4 shall represent full compensation for all Costs for Suspension of Work and all Costs during Suspension of Works period, and no other Costs (including other monthly costs) shall be payable.

Payment of subitems C1.3.1.4(a) and C1.3.1.4(b) shall be made for the number of de-establishments and re-establishments of all Personnel and Goods (Contractor's Equipment, Materials, Plant and Temporary Works) as instructed by the Engineer.

Payment of subitem C1.3.1.4(c) shall be made monthly, pro rata for parts of a month, from the date on which the Contractor has suspended progress of all of the Works in terms of Conditions of Contract clause 8.8 and commenced with de-establishment of the site, until permission or instruction to proceed in terms of Conditions of Contract clause 8.12 is given.

The Prime Sum in subitem C1.3.1.4(d) to (h) is provided to cover the cost of the Engineer's team during the period of construction and suspension of the works. The amounts certified by the Employer shall be made to the Engineer, within 30 days of it being certified by the Employer."

**SECTION 4.4: COMMERCIAL MATERIALS**

**PART C: MEASUREMENT AND PAYMENT**

| **Item** | **Unit** |
|---|---|
| C4.4.2.5 Fill material in the earthworks | |

*Under item C4.4.2.5, delete the description of subitem (a) and replace with the following:*

| Subitem | Description | Unit |
|---|---|---|
| (a) | Normal or coarse fill complying with G10 material requirements | $m^3$ |

The amendment is limited to the material quality requirement. All other provisions applicable to item C4.4.2.5, including measurement, rate inclusions and payment, shall remain unchanged.

**SECTION 5.1: ROADBED**

**PART C: MEASUREMENT AND PAYMENT**

**C5.1.1 Roadbed construction and compaction**

*Add the following pay subitem:*

| **Item** | **Unit** |
|---|---|

PC5.1.1.7 Compaction of in-situ material to 96% of MDD, to a depth of 150 mm m³

Add the following paragraphs applicable to PC5.1.1.7:

"The Contractor shall scarify, break down, mix, moisture-condition, shape and compact the existing material through the specified depth of 150 mm. The completed layer shall achieve 96% of maximum dry density and comply with the applicable testing and acceptance requirements of Chapters 5 and 20.

The unit of measurement shall be the cubic metre of in-situ material prepared, compacted and accepted. The quantity shall be calculated from the authorised area treated multiplied by the specified compacted thickness of 0.150 m.

The tendered rate shall include full compensation for scarification, breaking down material, mixing, moisture conditioning, shaping, compaction and all labour and equipment necessary to complete the work. Water shall be separately measured only where expressly provided elsewhere in the Contract, without duplication of payment.

Instructed excavation and replacement of unsuitable material, imported material and chemical stabilisation shall be measured under the applicable separate items. No additional payment shall be made for repeated treatment required to rectify defective work."

## SECTION 6.2: SEGMENTAL BLOCK PAVING LAYERS

### PART C: MEASUREMENT AND PAYMENT

### C6.2.1 Segmental block paving

*Add the following pay subitem:*

| Item | | Unit |
|---|---|---|
| PC6.2.1.2 | Relaying existing 80 mm precast interlocking concrete paving blocks recovered from the Works, including new bedding sand, jointing sand, laying replacing of unusable blocks and compaction | m² |

Add the following paragraphs applicable to item PC6.2.1.2:

"Suitable existing 80 mm precast interlocking concrete paving blocks recovered from the Works shall be re-laid at the locations shown on the Drawings or instructed by the Engineer. Broken, cracked or otherwise unsuitable blocks shall not be incorporated.

The underlying layers shall be accepted before placing the bedding sand. The Contractor shall provide new bedding and jointing sand complying with Section A6.2 and relay the blocks to the specified pattern, lines, levels and falls. The work shall include cutting boundaries, joint filling and compaction.

The unit of measurement shall be the square metre of completed paving re-laid and accepted, measured within the authorised limits.

The tendered rate shall include full compensation for handling and preparation of the recovered blocks for relaying, supplying and placing new bedding and jointing sand, cutting, laying, joint filling, compaction and completing the paving.

Lifting and initial stacking of existing blocks, reconstruction of underlying layers and separately scheduled edge restraints shall be measured under their respective items. Operations paid under those items shall not be measured again under this item.

The purchase of new replacement blocks is included. Any authorised shortfall in suitable recovered blocks shall be dealt with under this item."

**SECTION 8.1: PRIME COAT**

**PART C: MEASUREMENT AND PAYMENT**

**C8.1.1 Prime coat**

*Add the following pay subitem:*

| Item | Unit |
|---|---|
| PC8.1.1.6 Prime coat applied to the completed G1 base | ℓ |

*Add the following paragraphs applicable to item PC8.1.1.6:*

"The Contractor shall prepare and prime the completed G1 base using the priming material and nominal application rate specified in the project specification data. The receiving surface shall be accepted before application. Materials, surface preparation, application, curing and protection shall comply with Section A8.1.

The Contractor shall protect adjoining kerbs, structures, service covers and other surfaces against spray contamination and maintain the primed surface until covered by the subsequent pavement layer.

The unit of measurement shall be the liter of the specified priming material applied and accepted, determined in accordance with the applicable measurement provisions of Section C8.1. Quantities shall represent the specified product and shall not be substituted by quantities of net binder.

The tendered rate shall include full compensation for supplying and delivering the priming material, preparing the surface for priming, application, protection and maintenance of the completed treatment.

Wastage, overspray, unauthorized excess application and remedial work arising from defective workmanship shall not be measured for payment. The same application shall not be measured as both prime coat and bond coat."

**SECTION 11.6: ROAD SIGNS**

**PART A: SPECIFICATION**

**A11.6.7 EXECUTION OF THE WORKS**

**A11.6.7.5 Erecting road signs**

**b) Excavation and backfilling**

*In the 1st sentence of the 2nd paragraph, before "*Section A13.4 of Chapter 13*", add the following:*
*"*Section A13.2, Section A13.3 and".

**PART C: MEASUREMENT AND PAYMENT**

| Item | Unit |
|---|---|

**C11.6.1 Road signboards with painted or coloured semi-matt background. Symbols, lettering and borders in semi- matt black or in Class I retro-reflective material, where the sign board is constructed from:**

*Add the following new pay item:*

"C11.6.1.13 Moveable barricade/road sign combination (signboard material, background, symbol retro-reflective class and size indicated) number (No)

The unit of measurement for item C11.6.1.13 shall be the number of moveable barricades, complete with road signs provided.
The tendered rate for item C11.6.1.13 shall include full compensation for providing and erecting each moveable barricade and signs and shall also include full compensation for moving the barricade as and when required."

## C3.3 PARTICULAR SPECIFICATIONS

In addition to the Standard Specifications and the Project Specifications, the following Particular Specifications shall apply to this contract and are bound in hereafter:

PART C: ENVIRONMENTAL MANAGEMENT
SPECIFICATION.....
C46

PART D:
DAYWORK…….....
C50

PART E: OHSA 1993 SAFETY SPECIFICATION.....
C58

PART F: Requirements of the Expanded Public Works Programme (EPWP) …….....
C61

## C3.3 PARTICULAR SPECIFICATIONS

### PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION

# C 3.3.1 : ENVIRONMENTAL MANAGEMENT SPECIFICATION

## EMS.1 General

In order to ensure that the construction works is carried out in an environmentally sensitive matter, strict compliance to the Environmental Management Plan (EMP) guidelines is required. The purpose of the EMP is to:

- Encourage good management practices through planning and commitment to environmental issues,
- Provide rational and practical environmental guidelines to:
  - i. Minimise disturbance of the natural environment,
  - ii. Prevent pollution of land, air and water,
  - iii. Prevent soil erosion and facilitate re-vegetation.
- Adopt the best practicable means available to prevent or minimise adverse environmental impact,
- Develop waste management practices based on prevention, minimisation, recycling, treatment or disposal of wastes,
- Train employees and contractors with regard to environmental obligations.

### EMS.2 Training and Induction of Employees

- The Contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes sub-contractors, casual labour, etc.). The CMP shall be part of the terms of reference for all contractors, sub-contractors and suppliers.

### EMS.3 Complaints Register and Environmental Incident Book

Any complaints received by the project team from the public will be recorded. The complaint should be brought to the attention of the site manager, who will respond.

The following information must be recorded:

- Time, date and nature of the complaint,
- Type of communication (telephone, letter etc)
- Name, contact address and telephone number of the complainant,
- Response and investigation undertaken and
- Actions taken and by whom.

All complaints received will be investigated and a response given to the complainant within 14 days.

All environmental incidents occurring on the site will be recorded. The following information will be provided:

- Time, date, location and nature of the incident,
- Actions taken and by whom.

### EMS.4 Site Cleanliness and Neatness

- Location of a construction camp is to be approved by the Engineer and is to be restored to its previous condition after completion of construction.
- The construction camp should preferably be fenced with a 1.8m bonnox fence or similar approved.
- All materials, equipment, plant and vehicles must be stored within the construction camp.
- A dedicated area must be made available for construction staff to change and store their personal belongings.

## EMS.5 Access

- Access to existing roads, schools, buildings, shops and residential properties must not be impeded during construction.
- Access roads utilised by the Contractor must be maintained in good condition.

### EMS.6 Borrow Pits

- Mining authorisations (permits) for borrow pits must be obtained from the Department of Minerals and Energy (DME) in consultation with the Department of Water Affairs and Forestry (DWAF).
- Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.
- Borrow pits must be rehabilitated after use in accordance with the requirements of DME and DWAF.

### EMS.7 Dust Control / Air Quality

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential areas.
- The speed of construction vehicles must be reduced.

## EMS.8 Fauna

- Contractor staff may not chase, catch or kill animals encountered during construction.

### EMS.9 Fire Prevention and Control

- Smoking is prohibited in the vicinity of flammable substances.
- The contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where

- it is kept and how it is operated.
- Fires started for comfort (warmth) are prohibited, due to the risk of veld fires and risk to adjacent property owner's lands.

### EMS.10 Grave Sites

- Grave sites in close proximity to the road must not be disturbed during construction.

### EMS.11 Materials Handling and Spills Management

- Any hazardous materials to be used during construction (e.g. lime, fuel, paint, etc) are to be stored in a designated area at the campsite.
- The storage containers/facilities (including any diesel/petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental spillage does not pollute the environment.
- Workers must at all times be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks), and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.
- Ensure all staff and contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.
- Any spill of potentially hazardous materials must be cleaned up immediately (Potentially hazardous materials on site include paint, oil, grease, fuel, turpentine, etc).
- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).
- The contractor should keep Peat Sorb or a similar absorbent on site to clean up any spills. The absorbent must be stored in a designated area and be available for inspection.
- All spills are to be recorded in the environmental incident book.

### EMS.12 Noise

- Noise generating activities must be restricted to between 07h00 and 17h00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- All equipment, vehicles and machinery must be in good working condition and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

### EMS.13 Pollution Control

- Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous substances must be avoided.
- All construction vehicles are to be maintained in good working order so as to prevent soil or water pollution from oil, fuel or other leaks, and to reduce noise pollution.

### EMS.14 Rivers and Streams

- During construction of bridge structures, there must be no obstruction of the water flow of rivers and streams.
- Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.
- Erosion control measures must be employed both during and after construction.
- No impediments to natural surface water flow, other than approved erosion control measures, must occur.

### EMS.15 Safety

- Safety measures, such as detour signs, must be implemented during construction to ensure the safety of workers, pedestrians and drivers/passengers in vehicles in the vicinity of construction work.
- Special care must be taken in the vicinity of schools to ensure the safety of children wishing to cross the road under construction.
- The relevant signage (e.g. speed control signs) must be erected alongside the road during the operation phase in order to control traffic.
- Accommodation must be made for pedestrian pathways alongside the road during the construction and operation phases.

### EMS.16 Soil Management

- Storm water drainage pipes must be installed alongside the road in all areas susceptible to soil erosion.
- Erosion should be minimised by the construction of meadow drains and the planting of indigenous vegetation on the side slopes and drains to reduce flow velocity of storm water.
- Spoil from cuts may be used in existing erosion galleys.
- Stone pitching and gabions should be constructed at pipe culvert outlets.
- Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.
- If necessary an absorbent such as Peat Sorb should be used the aid in cleaning up the spill. The contaminated soil should be disposed of in an appropriate container, depending on its classification.
- Servicing and re-fuelling of vehicles must only be carried out at construction camp.

### EMS.17 Worker Conduct

Code of Conduct for Construction Personnel:

- Do not leave the construction site untidy and strewn with rubbish, which will attract animal pests.
- Do not set fires.
- Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.
- Do not drive a construction-related vehicle under the influence of alcohol.
- Do not exceed the national speed limits on public roads or exceed the recommended speed limits on the site.

- Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
- Do not litter along the roadsides, including both the public and private roads.
- Do not pollute any water bodies (whether flowing or not).
- No member of the construction team is allowed to enter the areas outside the construction site.

**EMS.18 Traffic Disturbances and Diversions**

- Any traffic diversions must be undertaken with the approval of all relevant authorities and in accordance with all relevant legislation.
- Wherever possible, traffic diversion must only take place on existing disturbed areas and remain within the existing road reserve.
- Traffic diversion routes must be rehabilitated after use.

**EMS.19 Vegetation**

- Only vegetation falling directly on the route must be removed where necessary.
- Alien vegetation within the road reserve must be eradicated, and management measures must be implemented for future control of these species.
- Vegetation that has been removed from large areas (e.g. on traffic diversion routes) during construction must be replaced with indigenous vegetation after construction has been completed.

**EMS.20 Waste Management**

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
- No disposal, or leakage, of sewage must occur on or near the site.
- All hazardous waste (e.g. oil, paint, empty lime bags, contaminated wash water, etc) must be stored in leak proof containers and disposed of at a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimise the occurrence of littering.
- Concrete rubble must be collected and disposed of as directed by the Project Manager.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood, concrete packets etc) on completion of the day's work.
- Any spill around the container(s) should be treated as per Section C11 and C16.

## 3.3 PARTICULAR SPECIFICATIONS

### PART D: DAYWORK

This part of the Particular Specifications deals with the provision for daywork in the Schedule of Quantities. Rates for daywork shall be entered in the Schedule of Quantities in accordance with the following specifications.

## D1. SCOPE

According to Clause 48 of the General Conditions of Contract 2015, certain work may be carried out using rates tendered in the day work schedule. A schedule of personnel, plant and equipment which may be necessary to perform work on a day work basis is included in the Schedule of Quantities. The quantities used in the Schedule of Quantities are for tender evaluation purposes only and the use or not of these items shall not constitute a variation in terms of Clause 49 of the General Conditions of Contract 2015.

No work will be paid for as day work without the written instruction or approval of the Engineer.

## D2. TYPE OF WORK

The Engineer may order day work in certain cases where it is necessary to vary or to extend the works due to new or unforeseen circumstances to such an extent that the tendered rates for specific items of work are no longer applicable, or where no suitable combination of tendered rates can be used to pay for such work.

As a general rule, applicable rates for additional work items will be agreed between the Contractor and the Engineer. Day work will only be used in exceptional circumstances.

## D3. MATERIALS

Materials for use in works carried out under day work shall be purchased by the Contractor who shall also arrange for delivery to site, and shall be responsible for any other requirements associated with specific materials.

Materials shall be paid for using the method described in C2.1, 'Pricing Instructions'. No contract price adjustment will be applicable to materials.

The Contractor shall submit proof of ownership for any materials used in day work with his day work claim to the Engineer. Further, if specific materials are required for day work, quotations will be called for as per Clause 48 of the General Conditions of Contract 2015.

## D4. CONSTRUCTION PLANT HIRE

Where day work is ordered, the tendered rates for plant hire in Section C10.01 of the Schedule of Quantities shall be used in calculating the payment due for any plant required to execute the day work. If no rate is included in the Schedule of Quantities for a particular piece of equipment, and where no other rate or combination of rates would provide suitable compensation, then the day work method of payment described in Clause 48 of the General Conditions of Contract 2015 will be used.

The tendered rates for each item of constructional plant shall include for all operating costs associated with the said item of plant. Such costs are deemed to include fuel, re-fuelling costs, lubrication and routine servicing / maintenance, breakdowns and spares, all overhead costs, site management costs and administration costs. The tendered rates shall also include the plant operator and the general supervision of the plant while it is engaged in the day work.

## D5. SALARIES AND WAGES OF WORKMEN

The salaries and wages of workmen executing daywork shall be paid for using the tendered rates in the Schedule of Quantities. The tendered rates shall include for all costs associated with the employment of personnel, including salaries, wages, allowances, workmen's compensation, medical aid and pension contributions, government levies and taxes, training costs and any costs associated with living on the site. The tendered rates shall also include for the transportation of the workmen to the site of the daywork.

All overhead costs, administration costs, site management costs and the Contractor's profit are deemed to be covered by the daywork rates and no additions or mark ups will be made to the tendered rates.

The tendered rates shall also include any hand tools normally associated with the workmen's job description e.g. picks, shovels, hammers, saws, spirit levels, etc. The tendered rate for labourers shall also include for the casual supervision by a gang boss or foreman. Only when specifically called for by the Engineer, will payment be made for the use of a gang boss or foreman supervising on a continuous basis.

## D6. MEASUREMENT AND PAYMENT

The following principles shall also apply to the measurement and payment of daywork.

The unit of measurement for plant shall be the number of vibroclock hours worked and each item of plant shall be fitted with a vibroclock, the cost of which shall be included in the rates. Excessive non-productive time when the engine is idling will not be paid for. Where there is ambiguity between the flywheel horsepower and mass of the machine, the flywheel horsepower shall govern the measurement category. Where width and mass are specified, mass shall govern the measurement category.

The Contractor's attention is drawn to the requirements of General Conditions of Contract for Construction Works - New Edition 2015", issued by the South African Institution of Civil Engineering (abbreviated title: "General Conditions of Contract 2015") with regard to the submission of daywork claims.

# PART E: OHSA 1993 HEALTH AND SAFETY SPECIFICATION

## E1. SCOPE

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

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2003, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHSA Agreement in Section C1.5 of the Contract document, the status of the Contractor as mandatary to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHSA 1993 and the Construction Regulations 2003.

This specification and the Contractor's own Health and Safety Plan as well as the Construction Regulations 2003, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following aspects of this project carry the risk of possible injuries,

- People becoming complacent and not keeping an eye on the operation being conducted
- People standing out of view of the driver of a construction machine
- People "catching" a lift on the machine and falling under the machine after it hits a hump
- Trying to do a task with the machine for which it is not designed

- Poor visibility while performing tasks that generate excessive dust
- Failure to provide the pedestrians and traffic a safe passage away from the plant processing the layer works and surfacing operations.
- Risks of not wearing proper safety equipment when working with bitumen and cement.
- Failure to provide means of access for emergency vehicles
- Risks related to people smoking near potentially harmful gasses
- Failure to perform visual inspections on all surfacing equipment
- Non-conformance to specifications with regards to fitting all construction vehicles with reverse alarms
- Operation and maintenance on the site of heavy civil engineering plant such as excavators, bulldozers, front end loaders, tippers, TLBs, compaction equipment, rock breaking plant, water pumps, concrete mixers, ready mixed concrete trucks, batch plants, cranes, concrete pumps, compressors, pneumatic tools, generators, etc.
- Use on the site of power tools and hand tools.
- Handling of materials such as scaffolding, formwork, timber planks, steel wire, reinforcement, cement bags, concrete materials and hand stone.
- Storage and handling of flammable materials such as fuels, oils, adhesives, and painting and cleaning products including bituminous paint.
- Presence of open excavations for the manholes and storm water pipe trenches.
- Lifting and lowering of concrete pipes
- Possible need for boatswain's chairs Risks related to general safety and security on site.

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

## E2. DEFINITIONS

For the purpose of this contract the following shall apply:

(a) **Employer**" where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as "**client**" as defined in the Construction Regulations 2003. "**Employer**" and "**client**" are therefore interchangeable and shall be read in the context of the relevant document.

(b) "**Contractor**" wherever used in the contract documents and in this specification, shall have the same meaning as "**Contractor**" as defined in the General Conditions of Contract 2015.
In this specification the terms "**principal contractor**" and "**contractor**" are replaced with "**Contractor**" and "**subcontractor**" respectively.

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

(c) "**Engineer**" where used in this specification, means the Engineer as defined in the General Conditions of Contract 2015. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

## E3. TENDERS

This Health and Safety Specification forms an integral part of the Contract and Tenderers are required to use it during the tender phase for pricing the preparation of a project specific Health and Safety Plan prior to commencing any work and for pricing the costs of ensuring compliance thereto during construction.
Tenderers must forward a copy of this Specification to all other persons or organizations that may be submitting prices to the Tenderer during the tender stage to enable them to include the cost of preparing their

own Health and Safety Plan, relevant to their particular operation, and for compliance with the Health and Safety requirements during construction. Payment items are included in the 'Schedule of Quantities' for compliance with the 'Occupational Health and Safety Act' and with this Specification.

Tenderers are required to complete Form J, 'Contractor's Health and Safety Declaration' of T2.2, 'Returnable Schedules required for Tender Evaluation Purposes'.

Failure to submit the foregoing with his tender and/or to provide realistic rates for relevant payment items, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely and in accordance with the Construction Regulations.

## E4. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

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

(a) the demolition of structures and dismantling of fixed plant of height of 3,0m or more;

(b) the use of explosives;

(c) construction work that will exceed 30 days or 300 person-days;

(d) excavation work deeper than 1,0m; or
(e) working at a height greater than 3,0m above ground or landings.

The notification must be done in the form of the pro forma included as Annexure A to this Specification. A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

## E5. HEALTH AND SAFETY PLAN

Before commencement of any construction work, the Contractor shall prepare a project specific Health and Safety Plan to comply with the requirements of Construction Regulation 4(1)(a) and in compliance with this Health and Safety Specification. This must include a risk assessment performed and recorded in writing by a competent person (refer to Regulation 7 of the Construction Regulations 2003).

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

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

## E6. APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

### E6.1 Health and Safety Plan

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

### E6.2 Health and safety induction training

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

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

## E7. APPOINTMENT OF SAFETY PERSONNEL

### E7.1 Construction Supervisor

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

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

### E7.2 CONSTRUCTION SAFETY OFFICER

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

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

### E7.3 Health and safety representatives

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

The number of health and safety representatives for a workplace shall be at least one for every 50 employees.

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

## E7.4 Health and safety committee

In terms of Section **19 of the Act (OHSA 1993)**, the Contractor (as employer) shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

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

## E7.5 Competent persons

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

(a) Risk assessment and induction training as described in Regulation 7 of the Construction Regulations;
(b) Fall protection as described in Regulation 8;
(c) Formwork and support work as described in Regulation 10;
(d) Excavation work as described in Regulation 11;
(e) Demolition work as described in Regulation 12;
(f) Scaffolding work as described in Regulation 14;
(g) Suspended platform operations as described in Regulation 15;
(h) Material hoists as described in Regulation 17;
(i) Batch plant operations as described in Regulation 18;
(j) Explosive powered tools as described in Regulation 19;
(k) Cranes as described in Regulation 20;
(l) Construction vehicle and mobile plant inspections on a daily basis by a competent person as described in Regulation 21(1);
(m) Control of all temporary electrical installations on the construction site as described in Regulation 22;
(n) Stacking and storage on construction sites as described in Regulation 26; and
(o) Inspections of fire equipment as described in Regulation 27.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.
The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with **all** requirements of the Construction Regulations.

## E8. RECORDS AND REGISTERS

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade

union officials, subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

(a) A copy of the OHSA 1993 Construction Regulations 2003;
(b) A copy of this Health and Safety Specification;
(c) A copy of the Contractor's Health and Safety Plan (Regulation 4);
(d) A copy of the Notification of Construction Work (Regulation 3);
(e) A health and safety file in terms of Regulation 5(7) with inputs by the Construction Safety Officer (Regulation 6(7));
(f) A copy of the risk assessment described in Regulation 7;
(g) A fall protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 8;
(h) Drawings pertaining to the design of structures (Regulation 9(3)) and formwork and support work structures (Regulation 10(d)) must be kept on site;
(i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 11(3)(h));
(j) A copy of the certificate of the system design for suspended platforms (Regulation 15(3));
(k) A notice must be affixed around the bases of the towers of material hoists to indicate the maximum mass load which may be carried at any one time by material hoists (Regulation 17(5));
(l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 17(8));
(m) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulation 18(9));
(n) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 19(2));
(o) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 21(1)(j)).

## E9. CONTRACTOR'S RESPONSIBILITIES

For this contract the Contractor will be the mandatary of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2003.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) in terms of C1.5 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993', to confirm his status as mandatary (employer) for the contract under consideration.

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

## E10. MEASUREMENT AND PAYMENT

### E10.1 Principles

It is a condition of this contract that Contractors who submit tenders for this contract shall make provision in their tenders for the cost of all health and safety measures required during the construction process.

**(a) <u>Safety personnel</u>**

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clause E7 paragraphs E7.1 to E7.5 above shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

**(b) Records and Registers**

The keeping of health and safety-related records and registers as described in clause E8 above is regarded as a normal duty of the Contractor for which payment is deemed to be included in the Contractor's tendered rates and prices, and for which no additional payment will be considered except to the extent provided in item B13.06 of the Schedule of Quantities.

## ANNEXURE A (to H&S specification)

**To : The Provincial Director, Department of Labour, ……**

## ANNEXURE A

## OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

### Regulation 3 of the Construction Regulations, 2003

### NOTIFICATION OF CONSTRUCTION WORK

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

.....

(b) Name and telephone number of principal contractor's contact person:

.....

2. Principal contractor's compensation registration number:

.....

.....

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

.....

(b) Name and telephone number of client's contact person or agent:

.....

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

.....

(b) Name and telephone number of designer's contact person:

.....

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulations 6(1):

.....

6. Name/s of principal contractor's subordinate supervisors on site appointed in terms of regulation 6(2):

.....

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

.....

8. Nature of the construction work:

.....

.....

.....

9. Expected commencement date:.....

10. Expected completion date:.....

***ANNEXURE A - Continued***

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

.....

12. Planned number of contractors on the construction site accountable to principal contractor:

.....

13. Name(s) of contractors already chosen:

.....

.....

.....

……. ……

***Principal Contractor*** ***Date***

……. ……

***Client*** ***Date***

## PARTICULAR SPECIFICATIONS

### REQUIREMENTS OF THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

This section provides specifications with regard to the following:

(a) The Expanded Public Works Programme (EPWP)

The Contractor shall be required to participate in job creation (employment of local labour) by executing various portions of the Works using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project). Such local labour shall be the targeted participants in the EPWP and NYS programmes.

Furthermore, in order to avoid duplication of training programmes and training facilities, all structured training, including the training for Small Contractor Development (SCD), (in those instances where SCD is included in the contract), shall be measured and paid for in terms of the pay items provided in this section.

## 1. EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

### 1.1 Labour-Intensive Construction (LIC), supervision and management for the Expanded Public Works Programme (EPWP)

The Expanded Public Works Programme (EPWP) is a multi-sectoral government initiative to create jobs. In the case of the infrastructure sector, existing government expenditure is realigned using labour-intensive technologies to create job opportunities. This involves the use of both labour and plant, where labour is preferred and plant is used appropriately.

All work undertaken in terms of the Expanded Public Works Programme (EPWP) shall be implemented using labour-intensive construction methods to the extent economically feasible, in accordance with the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) Third Edition 2015".

The aforementioned guidelines can be downloaded from the EPWP website of the Department of Public Works (http://www.epwp.gov.za/).

Items scheduled for labour-intensive construction are marked with the letters "LI" in the schedule of quantities in the manner described in the Pricing Instructions.

Contractors shall note that they shall employ in labour-intensive works only those supervisory and management staff that have completed the required Skills Programme in terms of Appendix C of the aforementioned guidelines:

- Foremen / Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes";

- Site Agent / Construction Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent Quality Council for Trades and Occupations (QCTO) qualifications at NQF level 5 or 7.

In addition to their normal supervisory and management functions, the aforementioned supervisory and management staff shall also be responsible for setting the workers' daily tasks in accordance with labour-intensive construction principles, and for ensuring that the EPWP job creation reporting data is accurately recorded on a daily basis and compiled and submitted to the Employer each month in accordance with clause 3 of this section.

### 1.2 Labour laws applicable to the Expanded Public Works Programme (EPWP)

The work to be undertaken on this contract by unskilled or semi-skilled workers under the Expanded Public Works Programme (EPWP) shall be implemented in accordance with:

- the Code of Good Practice for Employment and Conditions of Work for Expanded Public Works Programmes (EPWP), issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. 129 of 18 February 2011 (Government Gazette No. 34032 of 18 February 2011); and
- Ministerial Determination 4: Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R347 of 4 May 2012.

The aforementioned Government Notice No. R347 contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do not apply to persons employed in the supervision and management of an Expanded Public Works Programme (EPWP).

The above documents can be downloaded from the EPWP website of the Department of Public Works (http://www.epwp.gov.za/).

### 1.3 Persons to be employed under the Expanded Public Works Programme (EPWP)

All local labour required for the execution of labour-intensive works shall be engaged strictly in accordance with prevailing legislation.

The Contractor shall, through the Project Liaison Committee (PLC) and with the assistance of the Community Liaison Officer (CLO), inform the local community of the labour-intensive works proposed and the employment opportunities thereby presented.

The Contractor shall determine the minimum education level / skills required to undertake the works specified. In consultation with the PLC and the CLO, selection of the local labour shall be made from households on the Operation Sukuma Sakhe (OSS) database profiled through the War Room for each ward. The list obtained from the OSS database must be accompanied by a letter from the War Room convener confirming that all the information provided was sourced from the War Room and that all listed incumbents reside within the relevant ward. The Contractor must maintain records of household profiles as part of the portfolio of evidence for selection. Selection shall be based on the minimum education level / skills required and the most needy households, as determined by the household profiling. Preference shall be given for at least one person from each household in the community to be employed before further persons are considered for selection.

The Contractor shall endeavour to ensure that the number of temporary jobs using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project), shall include for a minimum allocation of:

- 55% women;
- 55% youth who are between the ages of 16 and 35; and
- 2% persons with disabilities.

All labour recruitment, employment and associated risks shall remain the sole responsibility of the contractor.

The contractor shall comply with the minimum supervisor to worker ratio stated below, required to ensure the effective supervision of the labour-intensive works for all LI activities undertaken on this project:

Minimum supervisor to worker ratio = 1: 10

### 1.4 Contract of employment with persons employed under the Expanded Public Works Programme (EPWP)

The Contractor shall enter into a formal contract of employment with each person employed under the Expanded Public Works Programme (EPWP), using the pro forma contract of employment attached at the end of this section: Particular Specifications.

The Contractor shall note that all such formal contracts of employment entered into with persons employed under the Expanded Public Works Programme (EPWP) shall expire on 31 March each year, and the Contractor shall therefore be required to enter into new contracts with such persons as of 1 April each year.

### 1.5 Employment of targeted labour under the Expanded Public Works Programme (EPWP)

The Contractor shall be contractually obliged to:

(a) brief EPWP workers on the conditions of employment;

(b) enter into a formal contract of employment with each EPWP worker, which contract will form part of the Employment Agreement;

(c) keep personnel files for all EPWP workers and make copies available to the Employer if and when requested; and

(d) ensure that payments to EPWP workers are made in accordance with Government Notice No. R347.

The rate of pay for persons employed under the Expanded Public Works Programme (EPWP) shall be:

R _____per task (for task-rated workers); *(Compiler to insert the rate of pay as agreed with the local community, based on negotiations carried out with the local community in the presence of the Employer during the design phase of the project prior to the invitation of tenders).*

or

R _____per day (for time-rated workers). *(Compiler to insert the rate of pay as agreed with the local community, based on negotiations carried out with the local community in the presence of the Employer during the design phase of the project prior to the invitation of tenders).*

During those periods when an EPWP worker is engaged in formal classroom training (other than in-service training), the rate of pay shall be equal to the minimum wage rate as set on an annual basis in the Ministerial Determination for the Expanded Public Works Programme. *(Compiler to note that this minimum wage rate applies when an EPWP worker is engaged in formal classroom training).*

Tasks set by the Contractor shall be such that:

(a) the average EPWP worker completes 5 tasks per week in 40 hours or less; and

(b) the weakest EPWP worker completes 5 tasks per week in 55 hours or less.

The Contractor shall revise the time taken to complete a task whenever it is established that the time taken per week to complete the tasks set does not fall within the limits indicated in (a) and (b) above.

### 1.6 Training of persons employed under the Expanded Public Works Programme (EPWP)

The training of persons employed under the Expanded Public Works Programme (EPWP) is described in clause 4 below.

### 1.7 Contractor's obligations towards persons employed under the Expanded Public Works Programme (EPWP)

Over and above implementing in accordance with Government Notice Nos. 129 and R347 the EPWP work to be undertaken on this contract, it shall be the responsibility of the Contractor to carry out the following functions with respect to the EPWP workers:

(a) ensure that all participants are covered by the Compensation for Occupational Injuries and Diseases Act, 1993, for as long as they are contracted to the Contractor, and pay in full to the Compensation Commissioner such amounts as are due in terms of the Act;
(b) pay in full to the Unemployment Insurance Fund for all participants such UIF contribution amounts as are due in terms of the Unemployment Insurance Act, 2001, as amended, and the Unemployment Insurance Contributions Act, 2002, as amended, and provide proof of such UIF payments upon request;
(c) ensure that all participants are paid their wages on time through the pre-agreed payment method as stipulated in the participant contract of employment;
(d) implement health and safety procedures with respect to the participants, ensuring that the health and safety regulations are adhered to;
(e) ensure that all participants receive induction on site safety prior to commencing with work on site;
(f) provide all participants with the necessary protective clothing and equipment as required by law for the specific tasks in which the participants are involved, in addition to the branded overalls stipulated for EPWP workers;
(g) provide safe on-site storage facilities for apparel and tools issued to the participants;
(h) assist in the assessment of participants with regard to their competencies;

(i) provide overall supervision and day-to-day management of participants; and
(j) implement strict quality control to ensure that the work carried out by the participants is of the required standard, and, where necessary, to train and mentor the participants to assist them in achieving the standards required.

## 1.8 Apparel and tools for persons employed under the Expanded Public Works Programme (EPWP)

The Contractor shall provide Personal Protective Equipment (PPE) to all EPWP workers in accordance with the requirements arising from Part E: OHSA 1993 Health and Safety Specification and the Contractor's site specific health and safety plan and accompanying risk assessments.

Where indicated below, certain items of the PPE issued by the Contractor to the EPWP workers shall include branded EPWP markings in accordance with the attached branding requirements.

PPE shall comprise the following:

(a) Compulsory PPE issued to all EPWP workers for use during general work activities:

- Protective overalls (two sets), orange in colour, with EPWP branding;
- Lime green reflective safety vest with EPWP branding;
- Protective footwear; and
- Protective gloves.

(b) PPE issued to EPWP workers for specific activities where required in terms of the Contractor's site specific health and safety plan and accompanying risk assessments, such as:

*(Compiler shall not omit any of the PPE listed below. However, the compiler may add to the list if any other PPE not listed below is known to be required).*

- Protective headwear, orange in colour, with EPWP branding;
- Protective eyewear such as spectacles and goggles;
- Protective face shields;
- Protective earplugs and earmuffs;
- Respiratory masks;
- Disposable safety apparel;
- Kidney belts;
- Safety harnesses; and
- Any other protective equipment identified.

The Contractor shall replace any item of issued PPE that becomes unserviceable.

The Contractor shall not charge any fee to the EPWP workers for the prescribed PPE issued except under the following circumstances:

- where the employee requests the issue of additional PPE in excess of what is prescribed;
- where the employee has patently abused or neglected the issued PPE leading to early failure; or
- where the employee has lost the issued PPE.

The Contractor shall instruct and train the EPWP workers in the use of all PPE issued, and shall ensure that they use the prescribed equipment.

EPWP workers shall not have the right to refuse to use or wear the equipment prescribed by the Contractor. If it is not possible for an EPWP worker, through health or any other reason, to use or wear the prescribed PPE issued, such employee shall not be allowed to continue working under the hazardous conditions for which the equipment was prescribed. Under such circumstances an alternative solution shall be found, and this may include relocating or discharging the employee.

The Contractor shall provide each EPWP worker with hand tools of adequate quality and of the type required to carry out the assigned tasks safely and efficiently.

The Contractor shall instruct and train the EPWP workers in the safe and efficient use of all hand tools issued.

The Contractor shall maintain the issued tools in a serviceable and safe working condition.

The EPWP workers shall be responsible for the safe on-site storage of all PPE and tools issued to them, using the storage facilities provided on site by the Contractor.

No separate payment shall be made for providing the EPWP workers with PPE, or for providing relevant items of PPE in the specified colours with branded EPWP markings. Furthermore, no separate payment shall be made for providing the EPWP workers with hand tools or for providing them with safe storage facilities on site for PPE and tools. The Contractor shall therefore make provision for all costs related to providing the PPE, tools and safe storage facilities in the tendered rates and prices for the various items of work scheduled throughout the schedule of quantities.

### 1.9 EPWP contract signboard

The Contractor will be required to erect a contract signboard displaying the EPWP logo, indicating that this project is part of the Expanded Public Works Programme (EPWP). All costs related to the provision, erection and subsequent removal of the contract signboard shall be refunded to the Contractor through the pay item provided in section 1300 of the schedule of quantities for this purpose.

### 1.10 Payment matters relating to the EPWP work

#### 1.10.1 General

No separate pay items shall be provided in terms of the schedule of quantities for the construction work activities carried out by EPWP participants. Payment for such work activities shall be made only indirectly, in terms of the pay items scheduled for the work activities in which such persons are engaged.

Furthermore, no direct payment will be made to cover the Contractor's costs associated with implementing the on-site work programme for the EPWP participants, for planning, organising, directing, controlling and administrating their day to day activities, including the setting of daily tasks, record keeping and any on-site liaison, training and mentoring required, and for the associated job creation reporting, and such costs shall therefore be built into the rates tendered for the various items of work scheduled throughout the schedule of quantities.

#### 1.10.2 Payment for labour-intensive components of the work

Payment will be made for items which are designated for labour-intensive construction in the schedule of quantities only in those instances where such items are constructed using labour-intensive methods.

Any unauthorised use of plant to carry out work which was scheduled to be carried out using labour-intensive methods will not be condoned and any Works so constructed will not be certified for payment. Any non-payment for such Works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

During the course of construction, as a result of unforeseen site conditions or operating conditions encountered, it may happen that an item designated for labour-intensive construction can no longer be carried out in a safe and economically feasible manner, either in full or in part, using labour-intensive methods. In such instances the Employer's Agent shall, where necessary, order a variation in terms of clause 6.3 of the of the General Conditions of Contract 2015 with respect to that portion of the item quantity that cannot be carried out using labour-intensive methods.

### 1.11 Penalty applicable to any shortfall in the local labour content achieved

The amount spent on wages for local labour (excluding VAT) for this project, as certified by the Employer's Agent, shall equal or exceed the specified minimum percentage of the contract amount which is the Contract Price (adjusted to exclude penalties and value added tax).

The Contractor is obliged to commit to or exceed the specified minimum percentage of local labour content stated by the Employer.

In the event that the Contractor fails to substantiate that any failure to achieve the minimum required local labour content for this project is due to quantitative underruns, the elimination of items contracted to local labour, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable for a financial penalty as prescribed in clause SCC 4.1.1 of the Special Conditions of Contract. The financial penalty shall be calculated as follows:

$$P = 0{,}05 \times [ (E - E_o)/100 ] \times C_A$$

where:

- $E$ is the specified minimum percentage for local labour content
- $E_o$ is the local labour content percentage which the Employer's Agent certifies as being achieved upon completion of the contract
- $C_A$ is the contract amount which is the Contract Price (adjusted to exclude penalties and value added tax)
- $P$ is the monetary value of penalty payable

The penalty shall not apply to shortfalls in the allocations to the individual target groups (i.e., Women/Youth/Disabled as per clause 1.3 above), only to shortfalls in the total local labour content achieved.

The evaluation of the Contractor's achievement of the local labour content percentage shall be undertaken monthly by the Employer's Agent, based on the accumulative achievements in comparison to the programmed utilisation of local labour. Failure by the Contractor to achieve the interim target shall result in the Contractor being liable for a financial penalty as prescribed in this clause.

## 3. JOB CREATION REPORTING FOR EPWP

In order to assist the Employer in complying with the goal of creating EPWP job opportunities, the Contractor must provide the information specified in clause 3.1 below for reporting purposes.

In addition, the Contractor's payment certificates shall be accompanied by the information specified in clause 3.2 below.

### 3.1 Type of project data required per project

Every EPWP project shall collect and keep specific project data for the purpose of EPWP progress reporting on a monthly basis, using the EPWP Data Collection Tool template (this will be made available to the Contractor in Microsoft Excel format - refer to the pro forma spreadsheets at the end of this section of the Particular Specifications).

The data that is required to be kept, maintained and reported on a monthly basis for each project includes:

### 3.1.1 Participant (local labour) data

A participant list of the local labour employed must be maintained for every EPWP project. The data required in this participant list is indicated below. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting. The participant list shall contain the following data and shall be kept and maintained on site for audit purposes:

(a) Participant identity – name, surname, initials, date of birth and identity number (or other unique identifier) plus certified copy of ID book.

(b) Participant profiles – nationality, gender, age, education level and disability status.

(c) Work data for participants – daily wage to be received, number of calendar days training attended and number of calendar days worked.

(d) Records of training – as required in terms of the EPWP Data Collection Tool template.

In addition, the signed contracts of employment between the Contractor and each EPWP participant shall be shall be kept and maintained on site for audit purposes.

### 3.1.2 Project work data

The project work data generally seeks to confirm the number of people at work daily on the project. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting. The data shall be maintained on site by the Contractor, in order that it can be provided by the Employer to the National Department of Public Works upon request when the latter is undertaking sample auditing. The data shall include:

(a) Daily attendance register – register for each day showing all the workers that were registered as being at work on that day. Attendance registers shall be completed on site on a daily basis and signed off by the Contractor on a weekly basis.

(b) Summary of monthly attendance.

### 3.1.3 Project payment data

The project payment data generally seeks to confirm what was paid, for how much work and to whom. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting.

It is required that the Contractor adopt one of the following methods as standard procedure for recording and maintaining this information:

(a) Payment register – this is a list of the workers showing the wages paid to each worker, and signed off by each worker as proof of receipt and acceptance of payment. Information on this register must include the name of the worker, either an identity number or other unique identifier, the number of calendar days that the pay period covers, the wage rate and the total wages paid; or

(b) Bank records showing the transfers to each worker account, signed off by the Contractor as proof of payment – these bank records must specifically show the name of the worker, either an identity number or other unique identifier, the period which the pay covers and the total wages paid.

The project payment data, as recorded and maintained by the Contractor in terms of either (a) or (b) above, must be available and applicable for the entire period for which the Employer claims an incentive reward for person-days of work created in terms of the project.

### 3.1.4 Employment output data

The Contractor shall submit to the Employer at each monthly site meeting a progress report detailing production output compared to the programme of works, together with the data necessary to enable the Employer to calculate the following employment output data in accordance with the EPWP Data Collection Tool template:

(a) Number of work opportunities created (where one work opportunity = paid work created for one individual on an EPWP project, for any period of time).

(b) Number of person-days of work created (where one person-day = one day of work carried out by one individual). The total number of person-days of work created on a particular EPWP project shall be obtained by summing the total number of person-days worked by each individual employed during the course of that EPWP project.

(c) Number of Full Time Equivalents (FTE) created (= total number of person-days of work created on the EPWP project divided by 230 working days). In terms of EPWP policy, one year of work created for one individual is assumed to comprise a total of 230 days of paid work carried out by that individual.

(d) Average duration of work opportunities created (= total number of person-days of work created on the EPWP project divided by the number of work opportunities created on that EPWP project).

(e) Average daily wage rates paid (= accumulated total of the wages paid to all individuals employed on an EPWP project divided by the total number of person-days of work created on that EPWP project).

(f) Training information.

### 3.2 Project data to be submitted with the Contractor's payment certificates

The Contractor's payment certificates shall be accompanied by labour returns providing the labour information for the corresponding period in a format specified by the Employer.

Should the Contractor choose to delay submitting payment certificates, the labour returns shall nevertheless still be submitted as per the frequency and timeframes stipulated by the Employer. The Contractor's payment certificates shall not be paid by the Employer until all pending labour information has been submitted.

The following information shall be maintained on site and submitted with each payment certificate in the format specified by the Employer:

- Copies of the signed contracts between the Contractor and any new EPWP participants (the Contractor shall note that all such formal contracts of employment entered into with persons employed under the Expanded Public Works Programme (EPWP) shall expire on 31 March each year, and the Contractor shall therefore be required to enter into new contracts with such persons as of 01 April each year, and shall be required to submit copies of all such new contracts with the first payment certificate thereafter);
- Certified ID copies of all local labour employed as EPWP participants;
- Attendance registers for the EPWP participants;
- Proof of payment of EPWP participants; and
- Information as required in terms of the EPWP Data Collection Tool template.

## 4. PROVISION OF STRUCTURED TRAINING

### 4.1 Scope of structured training

In order to avoid duplication of training programmes and training facilities, all structured training, shall be implemented, measured and paid for in accordance with the requirements of this section: Requirements of the Expanded Public Works Programme (EPWP).

The Employer's objectives include the training of local labour and Targeted Enterprises within a structured programme, in order to equip them with skills that will assist them in gaining future employment, and to facilitate targeted EPWP participants in gaining competencies and unit standard credits towards future full learnership qualifications

Such training shall contain both theoretical and practical components and shall be conducted in accordance with the various laws and regulations contained in the South African Qualifications Authority (SAQA) statutes.

The following aspects of the structured training to be provided are noted:

- The Employer has no service agreement or memorandum of understanding with any Education and Training Quality Assurance (ETQA) body, and therefore does not function as the employer as defined under any three-party learnership agreement between the learner, the training provider and the employer.
- The structured training programmes implemented on this contract, although comprising several unit standards, are unlikely to total to sufficient credits for a full learnership qualification. Nevertheless, the competencies and credits achieved should contribute to a full learnership through the later acquisition by the learner of the remaining unit standards required for the full learnership.

The Contractor shall be required to provide a training facility on the Site, or in close proximity thereto, and to provide over the duration of the contract the following structured training for EPWP participants:

(a) Generic skills training;

(b) Entrepreneurial skills training;

(c) Construction skills training; and

(d) In-service training.

Generic skills training and in-service training shall be provided to all EPWP participants.

Entrepreneurial and construction skills training shall be provided to targeted EPWP participants only.

Entrepreneurial skills training comprises both management skills training and business development skills training.

Construction skills training comprises specific on-task skills training.

**4.2 Training provider and trainers**

The Contractor shall be required to procure the services of a training provider accredited by the Construction Education and Training Authority (CETA).

The training provider shall have in its employ trainers who are registered as assessors with the Construction Education and Training Authority (CETA), and who shall deliver the training.

Proof of the accreditation of the service provider and the registration of the trainers by the CETA shall be submitted to the Employer's Agent. Such accreditation and registration shall be current and valid, and the proof submitted shall include the NQF levels and unit standards for which each trainer is accredited.

**4.3 Skills analysis and selection of targeted EPWP participants**

Studying for any learnership requires minimum literacy and numeracy competencies as defined by SAQA. The actual literacy and numeracy levels of the persons employed on the Site shall provide a basis to guide the Contractor and the training provider on how to conduct the selection process.

The Contractor shall therefore conduct a skills analysis of the local labour and Targeted Enterprises employed, in order to determine the formal education qualifications of each employee.

The Contractor, in conjunction with the training provider, shall then identify those persons that display the potential to benefit from such structured entrepreneurial and construction skills training as may be provided for in the contract, and shall make recommendations in this regard to the Employer's Agent.

The final candidates selected for such training shall be decided between the Contractor and the Employer's Agent (or by the Project Management Team (PMT) in the case of training for Targeted Enterprises in terms of Part G: Small Contractor Development, where applicable).

**4.4 Structured training programmes**

The Contractor, supported by the training provider, shall plan then implement structured training programmes for generic, entrepreneurial and construction skills training.

Training courses shall commence within four months of the Contractor taking possession of the Site, and shall be completed before the Due Completion Date. *(Compiler to note that training courses cannot commence until the Contractor has fully established his facilities on site, including the required training facilities, and until the labourers that will be the recipients of the intended training have been recruited. The recruitment of labour, in turn, will to a large extent commence only after the initial subcontractors have been procured. A reasonable amount of time must therefore be allowed before the training process can commence).*

All training shall take place within normal working hours, or as otherwise agreed with the learners.

The training provider shall design, compile and deliver the structured training programmes, based on the information obtained from the skills analysis.

The structured training programmes designed by the training provider for the generic skills training shall comprise relevant general courses such as basic hygiene and HIV/AIDS awareness, first aid, road safety, managing personal finance, and other courses that would be useful to workers in the road construction industry or as life skills generally.

The structured training programmes designed by the training provider for the entrepreneurial skills training shall comprise unit standards that contribute towards one or more of the following full learnership qualifications, as appropriate taking into consideration the skills analysis information for the selected candidates (details of the learnership qualifications and the applicable unit standards may be found on the website **www.saqa.org.za**):

| **ENTREPRENEURIAL SKILLS TRAINING** | | | | |
|---|---|---|---|---|
| **Qualification title** | **SAQA qualification ID** | **NQF level** | **Minimum credits** | **Purpose of qualification** |
| National Certificate: Supervision of Construction Processes | 49053 | Level 4 | 176 | Learners found competent against this qualification will be able to execute the supervision of construction processes, with specialisation in a specific context |

The structured training programmes designed by the training provider for the construction skills training shall comprise unit standards that contribute towards one or more of the following full learnership qualifications, as appropriate taking into consideration the skills analysis information for the selected candidates (details of the learnership qualifications and the applicable unit standards may be found on the website **www.saqa.org.za**):

| CONSTRUCTION SKILLS TRAINING | | | | |
|---|---|---|---|---|
| **Qualification title** | **SAQA qualification ID** | **NQF level** | **Minimum credits** | **Purpose of qualification** |
| National Certificate: Supervision of Construction Processes | 49053 | Level 4 | 176 | Learners found competent against this qualification will be able to execute the supervision of construction processes, with specialisation in a specific context |
| National Certificate: Construction: Roadworks | 24173 | Level 3 | 155 | This qualification is for persons who work or intend to work within a construction context on a site, and who seek recognition for essential skills in construction operations in roadworks. |
| National Certificate: Construction: Roadworks | 24133 | Level 2 | 120 | This qualification is for persons who work or intend to work within a construction context on a site, and who seek recognition for essential skills in construction operations in roadworks. |
| National Certificate: Occupational Health, Safety and Environment | 74269 | Level 2 | 120 | This qualification is to equip learners working in any type of workplace with a broad understanding and knowledge of Occupational Health, Safety and Environmental (HSE) concepts and practices with sufficient detail to enable them to function in a safe and healthy way and to deal with health and safety problems and issues. |

The Contractor's proposed training programmes shall be subject to the approval of the Employer's Agent, and the Contractor shall, if so instructed by the Employer's Agent, alter or amend the programmes and the course content to meet any additional needs identified.

The Contractor shall be responsible for everything necessary for the delivery of the training programmes, including:

(a) the provision of the trainers;

(b) the provision of a suitable secure venue complete with adequate furniture, lighting, air conditioning, power and ablution facilities;

(c) the provision of all necessary stationery, consumables and study materials;

(d) the transportation of the learners to and from the training facility;

(e) the payment of wages to all learners during the classroom training at a rate equal to the minimum wage rate as set on an annual basis in the Ministerial Determination for the Expanded Public Works Programme;

(f) the provision of any relevant Personal Protective Equipment (PPE) required for the training; and

(g) additional supervision of the learners during the practical learning stage of the training carried out by constructing relevant elements of the Works (wages for the learners during this stage of the training will be paid through the rates tendered for the relevant scheduled work items for those elements).

At the successful completion of each course, the Contractor's training provider shall, as proof of attendance and completion, issue each learner with a certificate indicating the course content.

The training provider shall also ensure that each unit standard contributing towards a full learnership qualification and successfully completed by the learner is entered onto the national database.

The Contractor shall keep comprehensive records of the training given to each learner and the certificates issued, and shall provide copies of such records to the Employer's Agent when required.

The Contractor shall also complete and submit to the Employer's Agent each month, in a format acceptable to the Employer (using the EPWP Data Collection Tool template), a return detailing the training provided, both for the month and cumulatively for the contract.

### 4.5 In-service training

The Contractor shall, from the commencement of the contract, implement an in-service training programme in which the various skills required for the execution and completion of the Works are imparted to the EPWP participants engaged thereon.

Throughout the duration of the contract, the EPWP participants shall be trained progressively through the various stages of each particular type of work in which they are engaged, and their work shall be supervised and monitored and their methods corrected where necessary.

The in-service training programme shall be submitted with the initial Works programme. The Contractor shall record the progress in relation to this programme on a monthly basis, and this progress report shall be incorporated in the monthly site meeting minutes and the payment certificate.

The Contractor shall provide sufficient skilled and competent trainers to train all EPWP participants engaged on the contract in the various skills required to enable them to carry out the required construction activities.

The in-service training of EPWP participants shall take place before commencement of the relevant construction activity, and the Contractor shall take into account in his programme the lead time required for such training. All in-service training shall be deemed to be an element of the relevant construction activity.

All formal in-service training shall be documented in terms of the EPWP Data Collection Tool template, and shall be accompanied by an attendance register of the EPWP participants on the applicable days.

All EPWP participants shall be remunerated at their agreed wage rate in respect of the time spent undergoing in-service training. The cost of the Contractor's in-service training obligations shall be deemed to be covered by the sums and rates tendered for items B13.01(a), (b) and (c) in the schedule of quantities.

On termination of their employment, the Contractor shall provide each EPWP participant engaged on the contract with a certificate of service on which the following information shall be recorded:

- the name of the Contractor;

- the name of the project / contract;
- the name of the employee;
- the nature of the work satisfactorily executed by the EPWP participant and the time spent thereon;
- the nature and extent of training provided to the EPWP participant; and
- the dates of service.

### 4.6 Training venue facility

The training venue facility to be provided by the Contractor shall be constructed, furnished and fully serviced for the duration of the contract in accordance with section 1400 of the COLTO standard specifications.

In order to minimise the cost of transporting the learners for training, the facility shall be located in secure premises on the Site, or in close proximity thereto.

This facility shall be used to deliver all training.

The facility shall accommodate a class of up to 25 learners and shall comprise the following:

| | | | |
|---|---|---|---|
| (a) | Lecture room (interior area) | = | 48 $m^2$ |
| (b) | Ablutions (male) | = | 6 $m^2$ |
| (c) | Ablutions (female) | = | 6 $m^2$ |
| (d) | Chairs for learners (individual chairs, with backs) | = | 25 off |
| (e) | Desk area for 25 learners (500 mm width) | = | 12,5 $m^2$ |
| (f) | Chairs for trainers and management (individual chairs, with backs) | = | 5 off |
| (g) | Table area for trainers and management | = | 3 $m^2$ |
| (h) | 220/250 volt power points | = | 6 off |
| (i) | Double 80 watt fluorescent light fittings complete with ballast and tubes | = | 6 off |
| (j) | Single incandescent light fittings complete with 100 watt globes | = | 4 off |
| (k) | Wash hand basins complete with taps and drains | = | 4 off |
| (l) | Fire extinguishers, 9,0 kg, all purpose dry powder type, complete, mounted on wall with brackets | = | 2 off |
| (m) | Air conditioning units with 2,2 kW minimum capacity, mounted and with own power connection | = | 4 off |
| (n) | Voltage stabilizers | = | 2 off |
| (o) | Floodlights complete with poles and 500 Watt minimum globes and controlled by photocells | = | 2 off |
| (p) | White boards (3 m x 1,5 m) | = | 1 off |
| (q) | Venetian blinds | = | 12 $m^2$ |

## 5. MEASUREMENT AND PAYMENT

**Item** **Unit**

**5.01 Provision of the training venue facility, including the cost of transporting the learners to and from this facility……** lump sum (Sum)

The tendered lump sum for subitem 5.01 shall include full compensation for the provision of the training venue facility complete and serviced as specified, including for the provision of power, water, sewerage and cleaning services for the duration of the contract, for lighting, power points and voltage stabilizers, for air conditioning, blinds, fire extinguishers, floodlights, furniture and whiteboards, for the provision of security at the facility, for all other costs necessary to maintain the facility for the duration of the contract, and for the removal of the facility on completion of the contract.

The tendered lump sum shall also include full compensation for transporting the learners on each day of training from their place of work to this training venue facility, and back again after the training for the day has been delivered by the accredited trainers.

Payment of the lump sum shall be made in three instalments as follows:

The first instalment, 50% of the lump sum, shall be paid after the Contractor has met all his obligations regarding the provision of the training venue facility, complete and serviced as specified, and the facility has been successfully commissioned for use.

The second instalment, 35% of the lump sum, shall be paid when 75% of the training courses proposed in accordance with the Contractor's approved structured training programme have been delivered to the learners by the accredited trainers.

The third and final instalment, 15% of the lump sum, shall be paid when all training has been concluded and the facility has been dismantled and removed from the site.

**Item** **Unit**

**5.02 Training of learners employed by the main contractor or by the Targeted Enterprise subcontractors:**

(a) Generic skills:

(i) Training costs …… provisional sum (Prov sum)

(ii) Handling costs and profit in respect of subitem F5.02(a)(i) above …… percentage (%)

(b) Entrepreneurial skills:

(i) Training costs …… provisional sum (Prov sum)

(ii) Handling costs and profit in respect of subitem F5.02(b)(i) above …… percentage (%)

(c) Construction skills:

(i) Training costs …… provisional sum (Prov sum)

(ii) Handling costs and profit in respect of subitem F5.02(c)(i) above …… percentage (%)

(d) Transportation and accommodation costs of selected learners only, while receiving off-site training:

(i) Transportation and accommodation costs…… provisional sum (Prov sum)

(ii) Handling costs and profit in respect of subitem F5.02(d)(i) above …… percentage (%)

Expenditure under subitems 5.02(a)(i), (b)(i), (c)(i) and (d)(i) shall be in accordance with clause 6.6 of the General Conditions of Contract 2015.

The provisional sum for each of subitems 5.02(a)(i), (b)(i) and (c)(i) is provided to cover the total costs of the required training in generic, entrepreneurial and construction skills respectively, including for the procurement of the services of the accredited trainers and their delivery of the training courses to the learners, the provision of all training materials including all stationery and study materials, the wages of the learners for the duration of the courses including the associated COIDA and UIF payments, and the provision of any tools and PPE that may be required during those courses incorporating practical training modules. The payment of wages to learners in terms of subitems 5.02(a)(i), (b)(i) and (c)(i) will only be made to those learners who attend and successfully complete each course of the approved training programme. Payment shall not be made to learners who, once selected, do not attend or only partially complete structured training courses.

The tendered percentage for each of subitems 5.02(a)(ii), (b)(ii) and (c)(ii) is the percentage of the amount actually spent under each of subitems 5.02(a)(i), (b)(i) and (c)(i) respectively, and shall include full compensation for the handling costs of the Contractor and the profit in connection with the provision of the training in generic, entrepreneurial and construction skills respectively, including for the costs of record keeping and reporting with respect to the training received by each learner.

The provisional sum for subitem 5.02(d)(i) is provided to cover all costs related to the transportation and accommodation costs of selected learners only, while receiving off-site training, where such learners have been specifically selected to receive such off-site training and where such training cannot be delivered using the training venue facility provided by the Contractor in terms of subitem 5.01.

The tendered percentage for subitem 5.02(d)(ii) is the percentage of the amount actually spent under subitem 5.02(d)(i), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the transportation and accommodation costs of selected learners only, while receiving off-site training.