MUSINA
LOCAL MUNICIPALITY

CONTRACTOR FOR THE CONSTRUCTION OF SOIL CONSERVATION STRUCTURE IN MASISI PHASE 1 TOWNSHIP

TENDER NUMBER: 24-2024/25

TENDER CIDB CLASS: 1CE OR HIGHER

NAME OF TENDER_____

TENDERED AMOUNT (VAT INCL)_____

CSD REG NUMBER: MAAA_____

CLOSING DATE: 20 MAY 2025 AT 11:00AM

Postal Address Private Bag X611 Musina 0900 Tel: (015) 534 6100 E-mail: info@musina.gov/za Website: www.musina.gov.za	**Physical Address** 21 Irwin Street Musina 0900 Contact Person: Mike Mthombeni Cell No: 076 061 2618 E-mail: mikemt@musina.gov.za

000001

CONTRACTOR FOR THE CONSTRUCTION OF SOIL CONSERVATION STRUCTURE IN MASISI PHASE 1 TOWNSHIP

SUMMARY FOR TENDER OPENING PURPOSES

NAME OF TENDERER :_____

ADDRESS :_____

_____

_____

TELEPHONE NUMBER :_____

FAX NUMBER :_____

EMAIL ADDRESS :_____

CLOSING DATE :_____

TENDERED AMOUNT (INCL):_____

SIGNED BY AUTHORIZED REPRESENTATIVE OF THE TENDERER: _____

DATE: _____

* Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and shall apply.

IMPORTANT INFORMATION

PLEASE READ CAREFULLY BEFORE COMPLETING DOCUMENT.

1. Notice to all tenderers.
2. Standards applied in this document.

1. NOTICE TO ALL TENDERERS

This is an original document:

1. It may not be re-typed or altered in any way.
2. It must be completed in black ink (non-erasable) – in an eligible handwriting. Mistakes are to be corrected by drawing a line through it and writing the correct information above it. Tenderer to sign next to the correction. The use of erasing fluid or strips is not allowed.
3. It may not be taken apart.
4. It is not available in electronic format except PDF.
5. Bidders are required to attach returnable documents to the relative pages (where requested) and encouraged to use file fasteners and binding tape or any other similar method to ensure there are no loose pages.

2. STANDARDS APPLICABLE TO THIS DOCUMENT

1.	CIDB	Standard for uniformity in Construction Procurement, 10 July 2015, as amended.
2.	SANS 10845-1	Processes, methods and procedures.
3.	SANS 10845-2	Formatting and compilation of procurement Documentation.
4.	SANS 10845-3	Standard conditions of tender.
5.	SANS 1200	Standardized Specifications for Civil Engineering Construction
6.	GCC	General Conditions of Contract for Construction Works Third Edition (2015)
7.	SBD	Standard Bidding Document

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 authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

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

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, hareholder[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.....

.....

'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

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

MBD 6.1

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

1.3 Points for this tender shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

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

3.2. 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.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed to by the tenderer
Points for HDI status (at least 51% black owned)	10	
Points for 51% woman equity	4	
Points for black person with disability	3	
Points for 51% owned youth firm	3	
Form not completed or submitted	0	

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

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

(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: .....

.....

.....

.....

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

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

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Proof of tax compliance status;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
   - Declaration of interest;
   - Declaration of Bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and

   (iii) Other (specify)

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

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

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

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES

1 .....

2 .....

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as.....
accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

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

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b. been convicted for fraud or corruption during the past five years;
c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
4.1	**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?** **(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).** 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)? **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:		

CERTIFICATION

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

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

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

..... **.....**

Signature **Date**

..... **.....**

Position **Name of Bidder**

MBD 9

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 to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:_____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

    (a) has been requested to submit a bid in response to this bid invitation;

    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

    (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

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

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PART T1: TENDERING PROCEDURES

SECTION	DESCRIPTION
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PART T2: RETURNABLE DOCUMENTS

SECTION	DESCRIPTION
T 2	Returnable Documents

MUSINA
LOCAL MUNICIPALITY

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Bids are hereby invited from experienced Contractor for the Construction of Soil Conservation Structure in Masisi Phase 1 Township

Tender No	Description	CIDB Grading	Compulsory Briefing	Closing Date
24-2024/25	Contractor for the Construction of Soil Conservation Structure in Masisi Phase 1 Township	1CE or Higher	None	20 May 2025 at 11h00

The tender document (hardcopy) is available at Musina Local Municipality Offices at R839.14 or can alternatively be downloaded for free from e-Tender Publication Portal or on Musina Local Municipality's website.

Duly completed bid documents and supporting documents which are, COPY OF TAX COMPLIANCE STATUS, OR SPECIFIC GOALS INFORMATION TO CLAIM PREFERENCE POINTS, CURRENT MUNICIPAL RATES AND TAXES CLEARANCE FROM RELEVANT LOCAL AUTHORITY OR PROOF OF RESIDENCE FROM A TRIBAL AUTHORITY OR LEASE AGREEMENT ACCOMPANIED WITH THE LESSOR'S CURRENT MUNICIPAL RATES AND TAXES CERTIFICATE FOR BOTH THE COMPANY AND ITS DIRECTORS, CSD REGISTRATION FULL REPORT together with the bid document must be sealed in an envelope clearly marked:

"TENDER NO.: 23-2024/25, CONTRACTOR FOR THE CONSTRUCTION OF PORTAL CULVERT IN MUSUNDA VILLAGE, CLOSING DATE: 20 MAY 2025" with the name of the bidder shall be placed in the bid box at MUSINA LOCAL MUNICIPLAITY CIVIC CENTRE, 21 IRWIN STREET, MUSINA, before 11:00 on the closing date.

Bidders are advised not to commit fraudulent activities or forge documents. All abusers of the Supply Chain Management system, including forging or faking of returnable documents, may be reported to SAPS and restricted from doing business with any Public Institutions for a period NOT exceeding 10 years which is in line with section 28 and 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004.

A preferential point system shall apply whereby this contract will be allocated to a bidder in accordance with the **Preferential Procurement Policy Framework Act**, No **5 of 2000** and as defined in the conditions of bid in the bid document, read in conjunction with the Preferential Procurement Regulations, 2022, where 80 points will be allocated in respect of price and 20 points in respect of the **Targeted Specific Goals**.

Technical Enquires:	Mike Mthombeni	076 061 2618
Employer:	Municipal Manager Musina Municipality P. O. Box 611 0900 Musina	(015) 534 6100

NB: the results of this bid will be published on council's website as prescribed on section 75(1)(g) of the MFMA and section 23(c) of the SCM Regulations. The municipal's website: www.musina.gov.za

T1.2 TENDER DATA

The conditions of tender are the standard conditions of tender as contained in SANS 10845-3 Construction procurement, Part 3: Standard conditions of tender that apply specifically to this tender.

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 construction.

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 data given below is cross-referenced to the clause in the standard conditions of tender to which it mainly applies.

Clause Number	Data
	The conditions of tender are those contained in the latest edition of SANS 10845-3, Construction Procurement – Part 3: Standard conditions of tender. SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3. Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.
3.1	The Employer is: **Musina Local Municipality, 21 Irwin Street, Musina, 0900**
3.2	The tender documents issued by the Employer comprise: **THE TENDER** **Part T1 Tendering Procedures** Part T1.1 Tender Notice and Invitation to Tender (white) Part T1.2 Tender Data (pink) Part T1.3 Preferential Procurement (pink) **Part T2 Returnable Documents** Part T2.1 List of Returnable Documents (yellow) Part T2.2 Returnable Schedules to be completed by the Tenderer (yellow) Part T2.3 Returnable Schedules II (yellow) **THE CONTRACT** **Part C1 Agreement and Contract Data** C1.1 Form of Offer and Acceptance (pink) C1.2 Contract Data (yellow) C1.3 Schedule of Deviations (white) C1.4 Contract Data (white) C1.5 Form of Guarantee (white) **Part C2 Pricing Data** C2.1 Pricing Assumptions (yellow) C2.2 Bill of Quantities and Information Sheets (yellow)

	Part C3 Scope of Works C3.1 Description of Works (blue) C3.2 Engineering (blue) C3.3 Procurement (blue) C3.4 Construction (blue) C3.5 Management of the Works (blue) C3.6 Health and Safety (blue) **Part C4 Site Information** C4 Site Information (green) **Appendices** Annexure A Occupational Health and Safety Specification (white)
3.4	The Employer's Agent: Not applicable in this contract document.
3.5	The language for communications is English.
3.6	The competitive negotiation procedure shall not be applied.
4.1	Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated: a) CIDB registration: 1CE or Higher Joint Ventures are eligible to submit bids provided that: (1) every member of the joint venture is registered with the CIDB; (2) the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a 1CE class of construction work or a value determined

	b) Key Personnel In order to be considered for an appointment in terms of this tender, the tenderer must have in its permanent employment key personnel who will be the single point accountability and responsibility for the management of the construction works. Alternatively, a signed undertaking from an organization having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-Contractor agreement, will be acceptable. Such undertaking must be attached to Forms T of the Returnable Schedules. Individuals must be identified for each of the key personnel listed under Forms T. Where the key personnel are no longer available to undertake the necessary work after the award of the tender, the Contractor shall within a period of 14 working days replace the key personnel listed in Forms T with personnel with equivalent competencies and subject to approval by the Employer. Such approval shall not be unreasonably withheld. The key person shall be a suitably qualified and experienced contracts manager who will be the single point accountability and responsibility for the management of the construction works. Where the Contracts Manager will not be employed on the Works full time, his powers will be delegated to the approved construction manager. Failure to comply with the requirements or to complete Form T may render the tender non- responsive.
4.6	**Bidders are encouraged to revisit the municipal's website regularly prior the closing date particularly on this project folder to ensure that all addenda / erratum that may be issued are adhered to.** **Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of applicable Tender Condition(s)**
4.7	The arrangements for the compulsory clarification meeting are as stated in the tender notice and invitation to tender if applicable. The onus rests with the tenderer to ensure that the person attending the clarification meeting on its behalf is appropriately qualified to understand all directives and clarifications given at that meeting. The clarification meeting shall start strictly at the time advertised. Only then will the Employer's Representative circulate the attendance register for completion by those present. During this time latecomers may complete the register. On completion by all present the Employer's Representative will: (a) read out from the collected lists calling for confirmation that all have signed; The signature on the attendance register and duly completed and signed Form A shall be considered proof that the tenderer attended the whole meeting and was available to hear all directives and clarifications given at the meeting. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list. **The municipality will not be taking responsibility for incorrect information provided by the bidder on the attendance register.**
4.8	Request clarifications at least 7 working days before the closing time.
4.10	Tenderers are required to state the rates and currencies in Rand.

4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original, no copies are required. The signed print-out shall be taken as the valid submission.
4.13 4.15	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: Musina Municipality Physical address: 21 Irwin Street, Musina, 0900 Identification details: Tender: 24-2024/25, Contractor for the Construction of Soil Conservation Structure in Masisi Phase 1 Township Tenders can be submitted from Monday to Friday at the Employer's address provided above.
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender offer is as stated in the Tender Notice and Invitation to Tender.
4.16.1	The tender offer validity period is 90 days.
4.16.2	Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer: a) withdraws his tender; b) gives notice of his inability to execute the contract in terms of his tender; or c) fails to comply with a request made in terms of 4.18 or 5.9, such tenderer shall be barred from tendering on any of the Employer's future tenders for a period to be determined by the Employer, but not less than six (6) months, from the date of tender closure. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.
4.18	Any additional information requested under this clause must be provided within 5 (five) working days of date of request.
4.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.8 of this procurement document.

5.1	The Employer shall respond to clarifications received up to 7 working days before tender closing time.
5.2	The Employer shall issue addenda until 7 working days before tender closing time.
5.4	All bid responses must be submitted before the Bid Closing date and time as stipulated on the tender invitation.
5.7	In the event of disqualification, the Employer may, at its sole discretion, impose a specified period during which tender offers will not be accepted from the offending tenderer and report same to CIDB and National Treasury.
5.9	Arithmetical errors, omissions, discrepancies and imbalanced unit rates Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount appearing in the summary to the Pricing Schedule shall govern. Check responsive tender offers for: a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or ii) the summation of the prices. d) imbalanced unit rates. Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers. Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows: a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern, and the line item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted and the unit rate shall be corrected. b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected. c) Where the unit rates are imbalanced, adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under (a) and (b) above. Where there is an omission of a line item, no correction is possible, and the offer may be declared non-responsive. Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under 4.16.2. The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.

5.10	**List of disqualifying factors of this tender are as follows:** A bid not complying with the requirements stated hereunder will be regarded as "Non-Responsive", and as such will be rejected/disqualified for further evaluation • Submit Tax Compliance Status issued by SARS • Certified ID copies of all members / owners / directors / shareholders / Trustees • Submit Joint venture agreement in case of JV. All parties are expected to attach their individual returnable documents and combined CIDB grading. • Authority for Signatory, duly signed and dated original or certified copy on the Company(s) Letterhead. This condition will not apply to companies owned by one director / member / sole proprietor. • Submit copies of newest Financial Statements (recent Financial Years). For JV, relevant Annual Financial Statements from all parties are required. Failure to provide for all the service Providers will results in disqualification. • Submit copy of an active CIDB Contractor grading designation of 3CE or higher. For JV, a combined CIDB grading is required. • The Tenderer must provide valid copies of current municipal rates and taxes certificates from relevant local authority / proof of residential from tribal authority (if the business is operating or the directors are residing in rural areas) / lease agreement with the lessor's current municipal rates and taxes for both the business and active directors including JV/Consortium partners.. The municipality reserves the right to verify both the municipal ratesand taxes of the company details reflected on the CSD and company registration certificates. The municipality further reserves the right to use ID numbers of the directors to verify if any municipal rates and taxes are not owned by each director. It is prudent and remains the responsibilities of the prospective bidders to ensure that each director, lessor and company rates are cleared with regards to the municipal rates and taxes. Rates and taxes statement should not be older than three months. • Letter of good standing for COIDA. The letter of good standing must reflect the relevant nature of business as prescribed on The Compensation for Occupational Injuries and Diseases Act 130 of 1993. Must also be in line with the required CIDB Grading. • Proof of registration with unemployment insurance fund (UIF) • Letter of Intent for Public Liability Insurance of R1 million. The letter must be issued by a registered insurance service provider. The letter should have the full contact details of the service provider and the underwriter. • All certificates, appointment letters of company experience, completion certificates of company experience, proof of ownership on plant and equipment, qualification certificates of personnel with Identity Documents must be certified by the commissioner of Oaths, RSA. It must have date of certification and not older than 3 months. A copy of a certified copy will not be accepted. • Fully completed and signed where applicable in the Returnable Schedules. • Failure to apply instructions contained in addenda that may be issued. • Bank ranting reference from accredited banking institution in South Africa. Bank reference or code below "D" is not acceptable. • Prospective service providers may not make any alterations or additions to the Bid document, except to comply with instructions issued by the Employer. The tender document must be furnished with non-erasable black ink and all corrections made by the service provider should be dated and signed by the authorized signatory. Erasures and the use of masking fluid, tippex, pencil or erasable ink are prohibited and failure to adhere to this condition will render your submission non responsive. • All other documentation as indicated in the General Conditions Document • Initial every page of the tender document at the bottom
5.11	Two processes will applied in the evaluation of the bid, i.e. bidder's ability to execute scope of works (Disqualifying Criteria) and Price / Targeted Goals: 80/20 a) Score each tender in respect of the financial offer made and preferences claimed, if any. b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula: $T_{EV} = N_{FO} + N_P + N_Q$ where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

5.11.5	N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8. N_Q is the number of tender evaluation points awarded for quality claimed in accordance with F.3.11.9. c) Rank tender offers from the highest number of tender evaluation points to the lowest. d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so. e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated. f) Compelling and justifiable reasons not to recommend a tenderer are inter alia tenderers who: • do not meet the minimum requirements listed in Part T2.1, List of Returnable Documents and/or • failed to complete the tender document comprehensively with all the required information.
5.11.7	The financial offer will be scored using the following formula: N_{FO} = $W_1 \times A$ Where: N_{FO} = the number of evaluation points awarded for the financial offer W_1 = the maximum possible number of bid evaluation points awarded for the financial offer and will be: (i) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50,000,000; or (ii) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 50,000,000. A = the number calculated using Formula 2 (Option 1) Table 1: Formulae for calculating the value of A_a

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

[a] P_m is the comparative offer of the most favorable comparative offer.
P is the comparative offer of the tender offer under consideration.

5.11.8

Scoring preferences.

Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who submit responsive tenders and who are found to be eligible for the preference claimed. Points are based on a tenderer's scorecard measured in terms of the Regulations (2022) to the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).

Points awarded will be according to a tenderer's specific goals summarised in the table below:

Item No.	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed by tenderer (80/10 system)
1.	Points for HDI status (At least 51% Black owned)	10	
2.	Points for 51% Women's Equity	4	
3.	Points for black person with Disability	3	
4.	Points for 51% owned Youth firm	3	
5.	Form not completed or submitted	0	
Total		20	

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

Description of quality criteria	Mandatory (Yes / No)
Company Experience	
Key Personnel	
Plant and equipment	
Financial References	

5.11.9 Tenderers are required to demonstrate their ability to undertake the work and provide proof of previous experience, expertise and availability of plant and equipment to undertake a project of this nature.

5.13	**In addition to the requirements of the Condition of Tender, offers will only be accepted if:** • the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/). CSD is compulsory for any company to bid. **The full report should be submitted.** • the tenderer is in good standing with SARS according to the Central Supplier Database. • the tenderer is registered with the Construction Industry Development Board in an appropriate Contractor grading designation. • the tenderer or any of its directors/shareholders 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; • the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; • the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process; • the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; • the Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. • No Tippex has been used on the bid document. • The tenderer has not used an erasable pen and completed the bid document with a pencil.
5.17	The number of paper copies of the signed contract to be provided by the Employer is One.
5.19	All requests shall be in writing.

PART T2 RETURNABLE DOCUMENTS

PART T2: RETURNABLE DOCUMENTS

1. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. If **subsequently any information is found to be incorrect such discovery shall be taken as willful misrepresentation by that tenderer to induce the contract.** In such event the Employer has the discretionary right under contract condition 9.2 to terminate the contract.

The Tenderer must complete the following returnable Schedules:

Returnable Schedules required for Tender evaluation purposes

COMPULSORY TENDER DOCUMENTS	
FORM A	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING (IF BRIEIFNG REQUIRED)
FORM B	RECORD OF ADDENDA TO TENDER DOCUMENTS
FORM C	PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES
FORM D	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022
FORM E	COMPULSORY DECLARATION
FORM F	MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS
FORM G	CERTIFICATE OF INDEPENDENT TENDER (IF APPLICABLE)
FORM H	DECLARATION OF GOOD STANDING REGARDING SARS TAX
FORM I	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
FORM J	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE
FORM K	DECLARATION OF TENDERER'S LITIGATION HISTORY
FORM L	AUTHORITY OF SIGNATORY
FORM M	SCHEDULE OF SPECIALIST SUBCONTRACTORS
FORM N	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER
FORM O	SCHEDULE OF CURRENT COMMITMENTS
FORM P	REGISTRATION WITH CIDB
RETURNABLE FOR QUALITY CRITERIA	
FORM Q	COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS
FORM R	PLANT & EQUIPMENT
FORM S	FINANCIAL RESOURCES
FORM T	KEY PERSONNEL EXPERIENCE AND QUALIFICATIONS
CERTIFICATE FOR TENDER COMPLIANCE	
FORM U	SCHEDULE OF TENDER COMPLIANCE

FORM A: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

Notes to Tenderer:

1. Unless the attendee's name, details and signature also appear on the attendance register this Certificate of Attendance shall not be accepted and the tenderer's offer shall be deemed non-responsive.

This is to certify that I, ...

representative of (tenderer) .....

of (address) .....

.....

.....

telephone number .....

fax number .....

e-mail .....

attended the clarification meeting on (date) .....

Signature of Representative: _____

Signature of Project Manager: _____

FORM B: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date	Title or Details
▪		
▪		
▪		
▪		
▪		
▪		
▪		
▪		
▪		

Attach additional pages if more space is required.

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

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

FORM C: PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES(SIPDM)

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

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the Employer's handling of material deviations and qualifications.

(a) AMENDMENTS

Page, Clause or Item No	Proposed Amendment

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

(**This is not an invitation for alternatives** but should the Tenderer desire to make any departures for the provisions of this contract he shall set out his proposals clearly hereunder.

(b) ALTERNATIVES

Proposed Alternative	Description of Alternative

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

(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc. and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.

(3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.

Signed _____ Date _____

Name _____ Position _____

FORM D: PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

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**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or **90/10**

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

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.)

Item no.	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1.	Points for HDI status (At least 51% Black owned)	10	
2.	Points for 51% Women's Equity	4	
3.	Points for black person with Disability	3	
4.	Points for 51% owned Youth firm	3	
5.	Form not completed or submitted	0	
	The municipality will utilize the CSD report for the above-mentioned information		

Declaration

The tenderer declares that

a) the tendering entity is a level contributor as stated in the submitted evidence of qualification as at the closing date for submissions

b) the tendering entity has been measured in terms of the following code (tick applicable box)

□ Generic code of good practice

□ Other – specify

.....

c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the tenderer, confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature: .....

Name: .....

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

Telephone: .....

Fax: ..... Date: .....

Name of witness .....Signature of witness .....

Note:

1) Failure to complete the declaration will lead to the rejection of a claim for a preference. Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference. (see Clause 5.11.8 in Tender Data)

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

nnnnnnn

FORM E: COMPULSORY DECLARATION (SIPDM) (MBD 4)

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

Section 1: Enterprise Details

Name of Enterprise

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations Company / Close Corporation registration number.

Section 3: SARS Information

Tax reference number	
VAT registration number	*State Not registered if Not Registered for VAT*

Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

Section 6: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

*insert separate page if necessary

Section 7: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

a) a member of any municipal council ☐

b) a member of any provincial legislature ☐

c) a member of the National Assembly or the National Council of Province ☐

1. a member of the board of directors of any municipal entity ☐

2. an official of any municipality or municipal entity ☐

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

member of an accounting authority of any national or provincial public entity ☐

an employee of Parliament or an employee of Parliament or a provincial legislature ☐

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

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

*insert separate page if necessary

Section 8: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption.

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

d) a member of any municipal council ☐

e) a member of any provincial legislature ☐

f) a member of the National Assembly or the National Council of Province ☐

3. a member of the board of directors of any municipal entity ☐

4. an official of any municipality or municipal entity ☐

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

member of an accounting authority of any national or provincial public entity ☐

an employee of Parliament or an employee of Parliament or a provincial legislature ☐

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

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

*insert separate page if necessary

Section 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the Employer no longer requiring such works or the Employer failing to make payment in terms of the contract.

☐ Yes ☐ No (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

Section 10: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

neither the name of the tendering entity or any of its principals appears on:

a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004).

National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)

ii) neither the tendering entity of any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);

iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);

iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers

v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc.) or intention to not win a tender;

vi) has 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;

vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;

SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed:_____ Date: _____

Name:_____ Position: _____

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with Employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the Employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

FORM F: MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS

(SIPDM)

The following particulars must be furnished in relation to tenders for municipalities and municipal entities where:

a) Contractors are required; and

b) goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT.

In the case of a joint venture, separate municipal declarations and returnable documents shall be submitted in respect of each partner.

Section 1: Enterprise Details / Name of enterprise:

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Declaration for Contractor's services:

The enterprise has been awarded the following contract services by an organ of state during the last five years.

Name of organ of state	Estimated value of contracts	Nature of service e.g. quantity surveying	Service number similar to required service (yes / no)?

Attach separate page as necessary

Section 3: Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT

I / we certify that

1) (tick one of the boxes):

☐ the enterprise is not required by law to prepare annual financial statements for auditing.

☐ the enterprise is required by law to have audited annual financial statements and attached the audited financial statements for the past three financial years, or since the establishment as the enterprise was established within the past three years.

2) the enterprise and its directors has / have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days (i.e.: all municipal accounts are paid up to date) Attach Municipal Utility Account;

3) source of goods and / or services:

(tick one of the boxes and insert percentages if applicable):

☐ goods and / or services are sourced only from within the Republic of South Africa

☐ ☐ % of the total cost of goods and / or services will be sourced from outside the Republic of South Africa and the percentage of payment from the municipality or municipal entity which is expected to be transferred out of the Republic is ☐ %

I furthermore confirm that the following contracts were awarded to the enterprise by an organ of state during the last five years and attached particulars of any material non-compliance or dispute concerning the execution of such contracts:

Name of organ of state	Estimated number of contracts	Nature of contracts

*Attach separate page as necessary

I, the undersigned who warrants that I am duly authorised on behalf of the tendering entity, hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Signed:_____ Date: _____

Name:_____ Position: _____

FORM G: CERTIFICATE OF INDEPENDENT TENDER (MBD 9)

Notes to tenderer:

a) This certificate conforms to Treasury Regulation 16A9 and the requirement of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, that 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 tendering.

b) Collusive tendering is a conspiracy between businesses that would normally be expected to compete, to agree not to compete, in a tender process.

c) This certificate serves as a declaration by the tenderer that the tender submitted is free from any collusion with a competitor.

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

_____

(Tender Number and Description) in response to the invitation for the tender 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 Tenderer)

i) I have read and I understand the contents of this Certificate;

ii) I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;

iii) I am authorized by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer;

iv) Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;

v) For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:

(a) has been requested to submit a tender in response to this tender invitation;

(b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and

(c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer

vi) The tenderer has arrived at the accompanying tender 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.

vii) 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 tender;
e) the submission of a tender which does not meet the specifications and conditions of the tender; or
f) bidding with the intention not to win the tender.

viii) 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 tender invitation relates.

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

x) I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders 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
Capacity under which Tender is Signed	Name of Tenderer

FORM I: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

Notes to tenderer:

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

Item	Question	Yes	No
4.1	**Is the tenderer 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?** **(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).** **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 tenderer 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)? **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 tenderer 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:		

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4.4	Does the tenderer 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 tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM 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

Capacity under which Tender is Signed

Name of Tenderer

FORM J: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

The tenderer shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database. (www.treasury.gov.za). Tenderers who are not registered on the Central Supplier Database should attach proof of their application for registration (refer to Tender Data Clause 4.1). In the case of a Joint Venture, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture.

Name of Contractor:

.....

Central Supplier Database Supplier Number:

.....

Affix Proof of the National Treasury Central Supplier Database to this page

(Full CSD required, not summary)

FORM K: DECLARATION OF TENDERER'S LITIGATION HISTORY

Does the tenderer have any litigation with which tenderer (including its directors, shareholders or other senior members in previous companies) have been involved with any organ of state or state department within the last ten years?

YES	NO

If yes, furnish your details in table below.

NB: It is compulsory for all bidders to sign this form

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

Client	Other Litigating Party	Dispute	Award Value	Date Resolved

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

FORM L: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name: _____

Contact number: _____

Office address: _____

_____

Signatories for close corporations and companies shall confirm their authority by attaching to this form **a duly signed and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on *(date)*

.....

has been duly authorized to sign all documents in connection with the Tender for Contract Number/Name

.....and any Contract which mayarise there from on behalf of

.....

(BLOCK CAPITALS) SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS .....

DATE .....

FULL NAMES OF SIGNATORY .....

SIGNATURE .....

AS WITNESSES: 1. NAME ..... SIGNATURE .....

2. NAME ..... SIGNATURE .....

PRO-FORMA FOR JOINT VENTURES:

Certificate of Authority for Joint Ventures

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....

FORM M: SCHEDULE OF SPECIALIST SUBCONTRACTORS

Notes to tenderer:

1. The tenderer shall list below the specialist items of work on this contract. Alternatives may be mentioned.
2. The tenderer shall state whether he intends to carry out any specialised work himself.

Acceptance of this tender shall not be construed as approval of all or any of the listed specialist Sub contractors. Should any or all of the specialist Sub contractors 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 Sub contractor not listed below being approved by the Engineer.

SPECIALISED ITEM	INDICATE IF SUB-CONTRACTED (Tick correct option)	
	YES	NO

In order to complete the Works under this Contract, I/we propose to employ the following Sub contractors to carry out the portion/type of work as detailed. **Affix Original or Certified proof of 3 previous projects for each sub-Contractor.**

(Note: All proposed Sub contractors must be listed).

Sub-Contractor: Name, Address and Telephone No.	**Portion/type of work to be undertaken**	
_____ _____ (____)_____		**Previous value of work:** **Previous Experience:**
_____ _____ (____)_____		**Previous value of work:** **Previous Experience:**

_____ _____ (___)_____		Previous value of work: Previous Experience:
_____ _____ (___)_____		Previous value of work: Previous Experience:

FORM O: SCHEDULE OF CURRENT COMMITMENTS

Notes to tenderer:

(a) The tenderer shall list below all contracts currently under construction or awarded and about to commence and tenders for which offers have been submitted but awards not yet made.

(b) In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.

(c) The lists must be restricted to not more than 5 contracts and 5 tenders. If a tenderer's actual commitments or potential commitments are greater than 5 each, those listed should be in descending order of expected final contract value or sum tendered.

Contracts Awarded				
Employer	Project	Expected Value of contract (Inclusive of VAT)	Durations (Months)	Expected Completion Date

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

FORM P: REGISTRATION WITH CIDB

The tenderer shall provide a printed copy of the Active Contractor's Listing off the CIDB website. (www.cidb.org.za). Tenderers whose CIDB registration expires within 21 days after close of tender should attach proof of their application for re-registration (refer to Tender Data Clause 4.1). In the case of a Joint Venture, a printed copy of the Active Contractor's Listing must be provided for each member of the Joint Venture.

Name of Contractor: .....

Contractor Grading Designation: .....

CIDB Contractor Registration Number: .....

Expiry Date: .....

RETURNABLES FOR QUALITY CRITERIA

FORM Q: COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS

The Tenderer to provide to the Employer largest project or work of similar nature and size recently successfully executed

1 The tenderer must attach proof of project of explicitly as per table below:
2 The experience of the Tenderer or joint venture partners in a consortium will be evaluated based on experience in similar projects or similar areas and conditions in relation to the scope of work required for this project.

Certified Appointment letter as well as Completion Certificate (signed by client and Engineer and Contractor) of Relevant Work	**Consulting Engineer: Contact Person and Telephone Number**	**Employer: Contact Person and Telephone Number**	**Value of Work** (inclusive of VAT)	**Date Completed (Attach Certified Completion Certificate)**

FORM R: PLANT & EQUIPMENT

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

2. Proof of ownership to be submitted. Certified copies of motor vehicle license (MVLX) or motor vehicle license and license disc (MVL1) or certificate of registration (RC1) or any valid document issued by the department of transport. Invoices for equipment that are not traveling on the road will be accepted as proof of ownership. The invoice must be in the name of the bidding company or director(s).

Description, size, capacity, etc.	Owned	Hired	Proof provided (Yes / No)
Tractor Loader backhoe			
Water Tanker			
Compaction equipment (roadworks)			
Concrete Mixer			

*Attached additional pages if more space is required.

Name of Tenderer

FORM S: FINANCIAL RESOURCES
DOCUMENTATION OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

*The Tenderer must attach hereto an **Original Letter of Intent** from the financial institution with whom he has made the necessary arrangements, to the effect that the said financial institution will be prepared to provide the required performance guarantee when asked to do so. (Letter of Intent)*

A Pro forma follows herewith for the tenderer to use.

PRO-FORMA FOR A PERFORMANCE GUARANTEE PERFORMANCE 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 WE

_____

(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 Debtor 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 extension of the Completion Data of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor or liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.

2) This guarantee shall be limited to 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.

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

This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of Completion.

4) 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 of liquidated,

5) Our total liability hereunder shall not exceed the sum of:

_____

(in words)

R_____(in figures)

(10% of the tender sum) that amount I/we agree to hold at your disposal.

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.

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

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

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

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

_____

_____

IN WITNESS WHERE OF this guarantee has been executed by us at _____

on the_____day of_____20____

As witness:

1. _____ Signature _____

2. _____ Signature _____

Duly authorized to sign on behalf of
(Guarantor)

Address _____

_____

_____

_____

FORM T: KEY PERSONNEL EXPERIENCE AND QUALIFICATIONS

Notes to tenderer:

1. The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and the overall company structure. Attach own organogram to this form.
2. Joint Venture tenderers require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition, there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work will become a contractual obligation between the members of the joint venture.
3. State the city or town where the company's head office is located. The locality of regional or satellite offices, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA.
4. Registered professional Engineers, technicians or technologists means those who are involved in the construction of roads and streets with related storm water structures. Registered professionals of other disciplines (e.g. mechanical) are considered as employees only.
5. For all foreign nationals the Tenderer must attach SAQA accreditation and certified proof of work permit.

CONSTRUCTION PERSONNEL

i) **Construction Manager, Contractor's Representative or Site Agent**

- Minimum qualification: BTech Civil
- Registered with Engineering Council of South Africa (no candidate)

ATTACH CV'S AND CERTIFIED QUALIFICATIONS OF KEY PERSONNEL TO THIS PAGE

Note: Only CV's and Certified Qualifications of Key personnel that was named to be attached.

COMPETENCE ACHIEVEMENT SCHEDULE (QUALITY)

		Mandatory (Yes / No)
Company Experience:	Form Q	
Plant and Equipment:	Form R	
Financial References:	Form S	
Key Personnel:	Form T	

SUPPLY CHAIN POLICY USING 80/20 PREFERENCE POINT SYSTEM

EVALUATION CRITERIA	MAXIMUM POINTS TO BE ALLOCATED
Price	**80**
Specific Goals	**20**
TOTAL	**100**

FORM U: SCHEDULE OF TENDER COMPLIANCE

Note to tenderer:

This Table has been created as an aid to ensure a tenderer's compliance with the completion of the returnable forms and schedules and subsequent placement in the correct envelope.

FORM NO / GBD NO	FORM DESCRIPTION	TICK IF COMPLETED
B	RECORD OF ADDENDA TO TENDER DOCUMENTS	
C	PROPOSED AMENDMENTS AND QUALIFICATIONS	
D	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	
E	COMPULSORY DECLARATION	
F	MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS	
G	CERTIFICATE OF INDEPENDENT TENDER	
I	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	
J	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	
K	DECLARATION OF TENDERER'S LITIGATION HISTORY	
L	AUTHORITY OF SIGNATORY	
M	SCHEDULE OF SPECIALIST SUBCONTRACTORS	
N	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER	
O	SCHEDULE OF CURRENT COMMITMENTS	
P	REGISTRATION WITH CIDB	
Q	COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS	
R	PLANT & EQUIPMENT	
S	FINANCIAL RESOURCES	
T	KEY PERSONNEL EXPERIENCE AND QUALIFICATIONS	
U	SCHEDULE OF TENDER COMPLIANCE	

THE CONTRACT

PART C1 AGREEMENT AND CONTRACT DATA

PART C2 PRICING DATA

PART C3 SCOPE OF WORKS

PART C4 SITE INFORMATION

PART C1 AGREEMENT AND CONTRACT DATA

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C1.1 FORM OF OFFER

C1.2 FORM OF ACCEPTANCE

C1.3 SCHEDULE OF DEVIATIONS

C1.4 CONTRACT DATA

C 1.1: FORM OF OFFER

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of the contractor for the **construction of soil conservation structure in Masisi Phase 1 Township**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender returnables and, by submitting this offer, has accepted the conditions of tender.

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

The offered total of the prices, inclusive of any value added tax or sales tax which the law requires the Employer to pay, is _____

_____(in words) R_____(in figures)

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

for the TENDERER

Signature: _____

Name:_____

Capacity: _____

Witness:

Name:_____

Signature:_____

Date: _____

C1.2: FORM of ACCEPTANCE

ACCEPTANCE

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

The terms of the contract, are contained in:

Part C 1: Agreements and contract data, (which includes this agreement)
Part C 2: Pricing data
Part C 3: Scope of work.
Part C 4: Site information

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

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

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

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

for the EMPLOYER

Signature:_____ Date:_____

Name: _____

Capacity: _____

Witness:

Name: _____

Signature:_____ Date: _____

C1.3: SCHEDULE of DEVIATIONS

1 Subject
Details
2 Subject
Details
3 Subject
Details
4 Subject
Details

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

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

for the TENDERER

Name: _____

Signature: _____ Date: _____

Capacity: _____

for the EMPLOYER

Name: _____

Signature: _____ Date: _____

Capacity: _____

Witness:

Name: _____

Signature: _____ Date: _____

C1.4: CONTRACT DATA

CONDITIONS OF CONTRACT

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, Third Edition, 2015, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, are applicable to this contract and is obtainable from www.saice.org.za.

CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract.

PART 1: DATA PROVIDED BY THE EMPLOYER

The following contract specific data is applicable to this Contract:

Clause	Description
1.1.1.13	The Defects Liability Period is **12 months**
1.1.1.15	The Name of the Employer is: **Musina Local Municipality**.
1.1.1.16	The Name of the Employer's Agent: Not applicable
1.1.1.26	The pricing strategy: **Re-Measurement Contract**
1.2.1.2	The Employer's address for receipt of communications is: Physical address: 21 Irwin Street **Musina** 0900 Postal address: PO Box 611 **Musina** 0900 Cell no: 076 061 2618 E-mail: **mikemt@musina.gov.za**
1.2.1.2	The address of the Employer's Agent: Not applicable
2.4	**Variations to the Conditions of Contract are:** Add the following at the end of sub clause 2.4.1: " The several documents forming the Contract shall rank in the following order of precedence: 1. Contract Agreement, 2. Form of Offer and Acceptance,

Clause	Description
	3. Contract Data, 4. Specification Data, 5. Standardized Specifications, 6. Drawings, 7. Bill of Quantities, 8. Statutory Regulations, 9. Other standard specifications. If the contents of any part of the documents contradict any other part, the document in the highest position on the above order of precedence shall have preference and apply."
4.3.3	Add the following at the end of sub clause 4.3.2: "4.3.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act: (i) 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 of the Act. (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with. (iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations. (iv) 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 monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor. (v) The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent 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 Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge. The Contractor shall furthermore, in compliance with Construction Regulations 2003 to the Act: (vi) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 6(1) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within seven (7) days after acceptance of the bid, and shall be implemented and maintained from the Commencement of the Works.

Clause	Description
	(vii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2003, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified." The Employer and Contractor agree that the Contractor will comply with the provisions of "The Mine Health and Safety Act, (Act 29 0f 1996) as amended by the Mine Health and Safety Amendment Act (Act 72 of 1997). The following arrangements and procedures will apply: (i) The Contractor shall himself obtain the Mining Authorization for the sites. (ii) The Contractor shall assume responsibility for the Environmental Management Programs (EMP) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the Contract. (iii) The Contractor shall comply with the provisions of the Act and the requirements of the Director: Mineral Development of the Department of Minerals and Energy in making the necessary financial provisions to mine optimally and safety and to rehabilitate the surface of the land concerned satisfactory and to carry out the EMP. All costs incurred in providing a guarantee or other financial provision shall be borne by the Contract. (iv) This Agreement shall hold good from the date on which the Mining Authorization is issued until the date on which a Closure Certificate is issued in terms of the Minerals Act, 1991. (v) Nothing in this Agreement shall exonerate the Contractor from compliance with any requirements of the Employer's Agent regarding the rehabilitation of sites prior to the issue of a Final Approval Certificate in terms of clause 5.16.2 of the General Conditions of Contract (2010). (vi) The Contractor shall undertake all the duties and accept all the responsibilities of the owner in compliance with the requirements of the Act as amended. (vii) The Contractor accepts responsibility for compliance with the Act, as amended, including all his Sub contractors whether or not selected and/or approved by the Employer.
5.3.1	The documentation required before commencement with Works execution are: • Health and Safety Plan (refer to clause 4.3.1) • Initial programme (Refer to clause 5.6.1) • Security (Refer to clause 6.2.1) • Insurance (Refer to Clause 8.6.1)
5.3.2	The time to submit the documentation required, before commencement with Works execution is **14 calendar days**.
5.4.2	The access and possession of site shall not be exclusive to the Contractor.

Clause	Description
5.8.1	The non-working days are public holidays and Sundays. The special non-working days are: The year-end break from **03 January 2025, 15 December 2025 to 02 January 2026.**
5.13.1	The penalty for failing to complete the Works is: is **0.05 %** of the Total Tender Sum per Calendar Day
5.14.1	Practical completion is reached when: The completed roads can be opened to traffic for use.
5.16.3	The latent defect period is **10 years** after date of completion
6.5.1.2.3	The percentage allowances to cover all charges for the Contractor's and Sub Contractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is **15%**.
6.8.2	This contract doesn't include contract price adjustment
6.8.3	Price adjustments for variations in the costs of special materials are **not** allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is **80%**
6.10.3	The limit of retention money is **10%**
8.6.1.2	A coupon policy for Special Risks Insurance issued by the South African Special Risks Insurances Association is required.
8.6.1.3	The limit of indemnity for liability insurance is R 1 000 000.00 for any single liability claim
10.5.2	Dispute resolution shall be **ad-hoc** adjudication.
10.7.1	The determination of disputes shall be by **arbitration.**
Special Clause	The Contractor's CIDB grading must remain active at the same or higher level as at time of appointment, should the grading be suspended, downgraded and or expire the Contractor will only be allowed 21 days to remedy such and failure could result in termination of the Contract.

PART 2: DATA PROVIDED BY THE CONTRACTOR

The Contractor is advised to read the *General Conditions of Contract for Construction Works,* Third Edition (2015) published by the South African Institution of Civil Engineering, in order to understand the implications of this Data which is required to be completed.

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

<table>
<tr><th>Clause</th><th>Description</th></tr>
<tr><td>1.1.1.9</td><td>The Contractor is .....
.....</td></tr>
<tr><td>1.2.1.2</td><td>The Contractor's address for receipt of communications is:
Physical address: Postal address:
....
....
....
....
Telephone: .....
Fax: .....
E-mail: .....</td></tr>
<tr><td>1.1.1.14</td><td>The time for achieving Practical Completion of the whole of the Works is ..... weeks after Commencement Date (site handover).</td></tr>
<tr><td>6.2.1</td><td>The security to be provided by the Contractor shall be one of the following
<table>
<tr><th>Type of Security</th><th>Contractor to choose: Indicate " Yes" or " No"</th></tr>
<tr><td>Cash deposit of 10% of the contract sum</td><td></td></tr>
<tr><td>Performance guarantee of 10% of the contract sum</td><td></td></tr>
</table></td></tr>
</table>

C1.5 FORM OF GUARANTEE

PRO FORMA PERFORMANCE

GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: ....

Physical address: .....

"Employer" means: .....

"Contractor" means: ....

"Employer's Agent" means: .....

"Works" means: .....

"Site" means: .....

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of R .....

Amount in words: .....

"Guaranteed Sum" means: The maximum aggregate amount of R .....

Amount in words.....

"Expiry Date" means.....

CONTRACT DETAILS

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Employer's Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
   - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
   - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
   - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;

4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.

5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:

5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or

5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and

5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.

7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.

10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

14. Where this Performance Guarantee is issued in the Republic of South Africa, the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed .....

Date .....

Guarantor's signatory (1) .....

Capacity .....

Guarantor's signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

C1.6 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

THIS AGREEMENT made at .....

on this the ..... day of ..... in the year .....

between MUSINA LOCAL MUNICIPALITY (hereinafter called "the Employer") of the one part, herein represented by

in his capacity as .....

and .....

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

.....

in his capacity as .....

WHEREAS the Employer is desirous that certain works be executed, viz The appointment of panel of a service provider for Tshikotoni Village Portal Culvert in Ward 7 within Musina Local Municipality. and has accepted a Tender by the Mandatory for the completion of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.

2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Employer's Agent requiring him to commence the execution of the Works, to either

(a) the date of the Final Approval Certificate issued in terms of Clause 52.1 of the General Conditions of Contract (hereinafter referred to as "the GCC") or

(b) the date of termination of the Contract in terms of Clauses 54, 55 or 56 of the GCC.

3 The Mandatory declares himself to be conversant with the following:

(a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:

(i) Section 8 : General duties of Employers to their employees;
(ii) Section 9 : General duties of Employers and self-employed persons to persons other than employees;
(iii) Section 37 : Acts or omissions by employees or Mandatory, and
(iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.

(b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his Sub contractors.

(c) **All the requirements, regulations and standards of the COVID-19 Occupational Healthand Safety Measures in Workplaces, COVID-19 (C19 OHS), 2020.**

4 In addition to the requirements of Clause 33 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.

5 The Mandatory is responsible for the compliance with the Act by all his Sub contractors, whether or not selected and/or approved by the Employer.

The Mandatory warrants that all his and his Sub contractors workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993, which cover, shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.

6 The Mandatory undertakes to ensure that he and/or Sub contractors and/or their respective Employers will at all times comply with the following conditions:

(a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.

(b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.

(c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his Sub contractors.

In witness thereof, the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

WITNESS 1. _____ _____
(Name in capitals) Signature

WITNESS 2. _____ _____
(Name in capitals) Signature

SIGNED FOR AND ON BEHALF OF THE CONTRACTOR:

WITNESS 1. _____ _____
(Name in capitals) Signature

WITNESS 2. _____ _____
(Name in capitals) Signature

C1.7 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on_____ 20_____

_____,

Mr/Ms_____ whose signature appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of:

_____

_____

SIGNED ON BEHALF OF THE COMPANY:_____

_____

IN HIS CAPACITY AS:_____

_____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESS: 1._____ 2._____

NAME (in capitals): 1. _____ 2. _____

PART C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.1: PRICING INSTRUCTIONS

1 The Tender Data, the Contract Data, the Scope of Work, the Site Information and the Drawings shall be read in conjunction with the Schedule of Quantities.

2 The Schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Schedule, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Employer's Agent is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Schedule.

The measurement and payment clauses of each Specification, read together with the relevant clauses of the Specification Data, all set out which ancillary or associated activities are included in the rates for the specified operations.

3 Descriptions in the Schedule of Quantities are abbreviated and may differ from those in the Standardized and Specification Data. No consideration will be given to any claim by the Contractor submitted on such a basis. The Schedule has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities[1]. Should any requirement of the measurement and payment clause of the appropriate Standardized or Specification Data be contrary to the terms of the Schedule or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized Specification or Specification Data as the case may be, shall prevail.

4 Unless stated to the contrary, items are measured and paid for net, in accordance with the Drawings, without any allowance having been made for waste.

5 The amounts and rates to be inserted in the Schedule of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.

6 An amount or rate shall be entered against each item in the Schedule of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Schedule.

The Tenderer shall also fill in a rate against the items where the words "rate only" appears in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tender rates shall apply should work under these items actually be required.

Should the Tenderer group a number of items together and tender one sum for such group of items, the single tender sum shall apply to that group of items pro rata and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The tender rates, prices and sums shall, subject only to the provisions of the General Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

7 The quantities of work as measured and accepted and certified for payment in accordance with the General Conditions of Contract, and not the quantities stated in the Schedule of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by any differences between the quantities in the Schedule of Quantities and the quantities certified for payment.

The ordering of materials shall not be based on the quantities in the Schedule of Quantities. Materials ordered from the Schedule of Quantities without prior confirmation by the Employer's Agent shall be at the risk of the Contractor. No compensation shall be paid for materials ordered erroneously and all costs shall be borne by the Contractor.

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1 The standard system of measurement of civil Engineering quantities published by the South African Institution of Civil Engineers.

8 The quantities of work as measured and accepted and certified for payment in accordance with the General Conditions of Contract, and not the quantities stated in the Schedule of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by any differences between the quantities in the Schedule of Quantities and the quantities certified for payment.

The ordering of materials shall not be based on the quantities in the Schedule of Quantities. Materials ordered from the Schedule of Quantities without prior confirmation by the Employer's Agent shall be at the risk of the Contractor. No compensation shall be paid for materials ordered erroneously and all costs shall be borne by the Contractor.

9 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 COTO Standardized Specification for Road and Bridge Works for State Authorities (1998 edition) or the Specification Data.

Quantity : The number of units of work for each item.

Rate : The payment per unit of work at which the Tenderer tenders to do the work Amount : The quantity of an item multiplied by the tender rate of the (same) item Sum : An amount tender for an item, the extent of which is described in the Schedule of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units.

10 The units of measurement indicated in the Schedule of Quantities are metric units. The following abbreviations may appear in the Schedule of Quantities:

mm	=	millimetre
m	=	meter
km	=	kilometre
km-pass	=	kilometre-pass
m^2	=	square meter
m^2-pass	=	square meter-pass
ha	=	hectare
m^3	=	cubic meter
m^3-km	=	cubic meter kilometre
kW	=	kilowatt
kN	=	kilo-Newton
kg	=	kilogram
l	=	litre
kl	=	kilolitre
Ml	=	mega litre
t	=	ton (1 000 kg)
%	=	per cent
MN	=	mega-Newton
MN-m	=	mega-Newton-meter
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum
Sum	=	Lump Sum

C2.2 SCHEDULE OF QUANTITIES

C2.2: BILL OF QUANTITIES

SCHEDULE OF QUANTITIES

MUSINA LOCAL MUNICIPALITY
PROJECT NO: 24-2024/25
PROJECT NAM CONSTRUCTION OF SOIL CONSERVATION STRUCTURE IN MASISI PHASE 1 TOWNSHIP
BILL OF QUANTITY SECTION 1200

ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1200		GENERAL REQUIREMENTS AND PROVISIONS				
B12.01		(i) Payment of community liason officer	-	Prov	Sum	
		(ii) Payment of Steering Committee	-	Prov	Sum	
		(ii) Handling costs and profit in respect of B12.01(i) above	%	R 0,00	10,00%	
B12/C1.1		Contractor's initial obligation in respect of the OHS Act and Construction Regulations	L/Sum	1,00		
B12/C1.2		Contractor's Time related Obligations in respect of the OHS Act and Construction Regulations	Month	2,00		
B12/C1.3		Submission of Health and Safety File	L/Sum	1,00		
B12/C1.4		Provision of Labourer's PPE				
		a) Offices (interior floor space only) [Wendy house	m²	15,00		
		b) Ablution units	m²	10,00		
		Office and laboratory furniture:				
		a) Chairs	Number	10,00		
		b) Desks, complete with drawers and locks	Number	2,00		
1200		TOTAL CARRIED TO SUMMARY				

MUSINA LOCAL MUNICIPALITY
PROJECT NO: 24-2024/25
PROJECT NAME: CONSTRUCTION OF SOIL CONSERVATION STRUCTURE IN MASISI PHASE 1 TOWNSHIP
BILL OF QUANTITY SECTION 1300

ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1300		CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
13,01		The Contractor's general obligations:				
		(a) Fixed obligations	1	Lum Sum		
		(c) Time-related obligations	month	2		
1300		TOTAL CARRIED TO SUMMARY				

MUSINA LOCAL MUNICIPALITY
PROJECT NO: 24-2024/25
PROJECT NAME: CONSTRUCTION OF SOIL CONSERVATION STRUCTURE IN MASISI PHASE 1 TOWNSHIP
BILL OF QUANTITY

SECTION 1500

ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1500		ACCOMMODATION OF TRAFFIC				
15,01		Accommodating traffic and maintaining temporary deviations	km	0,50		
B15.03		Temporary traffic-control facilities:				
		(a) Flagmen	man-day	120,00		
		(b) Portable STOP and GO-RY signs	number	2,00		
		(e) Road signs, R- and TR-series, (size indicated)	number	2,00		
		(f) Road signs, TW-series, (size indicated)	number	2,00		
		(h) Delineators (DTG50J):				
		(i) Single	number	20,00		
		(ii) Mounted back to back	number	20,00		
		(j) Traffic cones 600mm	number	10,00		
1500		TOTAL CARRIED TO SUMMARY				

MUSINA LOCAL MUNICIPALITY
PROJECT NO: 24-2024/25
PROJECT NAME: CONSTRUCTION OF SOIL CONSERVATION STRUCTURE IN MASISI PHASE 1 TOWNSHIP
BILL OF QUANTITY

SECTION 2300

ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1600		CONSTRUCTION OF CONCRETE SWALES				
1600		Foundation				
		a) Soft Excavation	m^3	79		
		b) Hard Excavation	m^3	40		
	LI	(1) Cast Concrete of Class 25/19	m^3	24		
		(b) Formwork	m^2	18		
	LI	(1) F1 Surface finish	m^2	60		
23,07		Trimming of excavations for concrete-lined swales:				
	LI	(a) In soft material	m^2	30		
	LI	(b) In hard material	m^2	15		
23,12		Steel reinforcement				
	LI	(a) Welded steel fabric ref 395	kg	120,00		
2300		TOTAL CARRIED FORWARD TO SUMMARY				

MUSINA LOCAL MUNICIPALITY
PROJECT NO: 24-2024/25
PROJECT NAM CONSTRUCTION OF SOIL CONSERVATION STRUCTURE IN MASISI PHASE 1 TOWNSHIP
BILL OF QUANTITY

SECTION 5200

ITEM NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5200		**GABIONS**				
LI 52.01		**Foundation trench excavation and backfillng**				
	LI	(b) In all other classes of material.	m^3	27		
		c) Preparation of gabions laying base 200mm, compacted to 93% MOD AASHTO	m^3	54		
LI 52.02		**Surface preparation for bedding the gabions**	m^2	54		
LI 52.03		(a) Galvanised gabions mattresses with cells of 600mm x 1000mm formed by diaphragms using mesh with a nominal size of 80mm manufactured from galvanized wire with a nominal diameter of 2.7mm with diaphragms spaced 1.0m intervals				
	LI	(i) 0.3 x 2.0m x 4.0m	m^3	23		
		ii) Construction of 3 gabion retaining structures (3000mm x 2000mm)	m^2	47		
52,04		**Filter Fabric**				
	LI	(a) Grade U24 or approved equivalent	m^2	131		
		c) Supply and packing of mattress stones for gabion structures	m^3	70		
5200		TOTAL CARRIED TO SUMMARY				

SUMMARY OF SCHEDULE OF QUANTITIES

PROJECT NO: 24-2024/25

PROJECT CONSTRUCTION OF SOIL CONSERVATION STRUCTURE IN MASISI PHASE 1 TOWNSHIP

BILL OF QUANTITY

SUMMARY OF SCHEDULE OF QUANTITIES

1200	GENERAL REQUIREMENTS AND PROVISIONS.....	R	
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS.....	R	
1500	ACCOMMODATION OF TRAFFIC.....	R	
1600	CONSTRUCTION OF CONCRETE SWALES	R	
5200	GABIONS	R	
	TOTAL	R	

CALCULATION OF TENDER SUM

SUMMARY OF SCHEDULE OF QUANTITIES TOTAL.....	R	
ADD CONTINGENCIES The sum provided here is under the sole control of the Client and may be deducted in whole or in part. (The Tenderer must add 5% of the total of schedule of quantities)	R	
SUBTOTAL	R	
ADD VALUE-ADDED TAX (VAT) **The tenderer shall add 15% of subtotal for VAT**	R	
TOTAL CARRIED TO FORM OF OFFER	R	

PART C3 SCOPE OF WORKS

PART C3 SCOPE OF WORKS

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C3.1 DESCRIPTION OF THE WORKS

C3.1.1 PROJECT OBJECTIVES

The structure will provide erosion protection along the access and divert run-off to reduce flooding to the neighboring residential area.

C3.1.2 OVERVIEW OF THE WORKS

The construction of soil conservation structures along Tshilamusi and Masisi Phase 1 Township Access Street in Ward 12

C3.1.3 EXTENT OF WORKS

- Construction of three (3) concrete Grade 25/19 Swales (4000mm x 5000mm) as driving base in the middle of the internal.
- Construction of three (3) gabions structures including the mattress stones packaging (3000mm x 2000mm) to collect water from the concrete swales. Gabions and mattress to have filter materials below and to be specified in the bid document.
- Provision of temporary traffic accommodation during construction.
- Provision of temporary traffic accommodation during construction.

DURATION

Two (2) months

C3.1.4 LOCATION OF THE WORKS

Coordinates site location

- Site 1: -22.420951, +30.853539
- Site 2: -22.421152, +30.854573
- Site 3: -22.421196, +30.854807

C3.1.5 TEMPORARY WORKS

Traffic diversion

C3.2 ENGINEERING

C3.2.1 DESIGN

No design available, the employer will provide instruction notes on site to the appointed contractor.

C3.2.3 CONTRACTOR'S DESIGN

None

C3.2.4 DRAWINGS

No design available, the employer will provide instruction notes on site to the appointed contractor.

C3.3 PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT

C3.3.1.1 Requirements

Acceptable bids will be evaluated by using a system that awards points on the basis of 80 points for bid price and 20 points for the BBBEE rating.

C3.3.1.2 Resource standard pertaining to targeted procurement

Contractors are encouraged to practice preferential procurement where goods and services are sought, by using local Labour and suppliers

C3.3.2 SUBCONTRACTING

C3.3.2.1 Scope of mandatory subcontract works

The following works will only be done by Sub Contractors as local SMMEs:

Plants and equipment where possible

C3.3.2.2 Preferred Sub contractors/Suppliers

The Contractor shall be responsible for all work carried out by Sub contractors on his behalf. The Employer will not liaise directly with any such Sub contractor, nor will he become involved in any problems and/or disputes related to payments, programming, workmanship, etc., unless provided for in the Conditions of Contract. Such problems and/or disputes shall remain the sole concern of the Contractor and his Sub contractors.

C3.3.2.3 Subcontracting procedures

The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor, and where he deems the circumstances so warrant, and provided always that the Contractor has complied fully and in all respects with the provisions of the Contract pertaining to subletting to local Sub contractors or has utilised his best endeavours to comply therewith, authorise in writing that the Contractor may employ local residents with the sole intent of executing on-the-job training of such local residents to suitable levels of skill that will enable the Contractor to sub-let appropriate portions of the Works as specified to such local residents.

Without limiting the generality of application of this sub-clause, circumstances which may be considered by the Engineer to warrant such authorisation include:

- non-receipt of valid or acceptable tenders/quotations from local Sub contractors; or
- serious default or failure by the appointed local Sub contractors.

The Employer shall not grant such authority in cases where it may be reasonably concluded on the available evidence that the invitation of further tenders/quotations in accordance with the terms of the Contract, is likely to result in the successful completion of the portions of the Works concerned by local Sub contractors.

Should the Contractor, after suitable due endeavour, be unable to identify local residents suitable for and desiring to train as Sub contractors for portions of the Works as specified in clause C3.3.2.1, then the Contractor shall be permitted to undertake the Works in question with his own workforce as provided for in clause C3.3.1.1 above.

The Employer shall monitor progress achieved with Sub contractor training, and successful completion of this training shall be subject to his approval or instruction. The Contractor shall tender rates for the training of Sub contractors and labour.

C3.3.2.4 Attendance on Sub contractors

The Contractor shall approach the Labour Desk that is established for the purposes of the Contract for assistance and advice regarding conditions of employment, minimum wages, disputes and disciplinary procedures in respect of local Sub contractors.

C3.4 CONSTRUCTION

C3.4.1 WORKS SPECIFICATIONS

C3.4.1.1 SANS 1200 Standardized Specifications

C3.4.2 SITE ESTABLISHMENT

C3.4.2.1 Services and facilities provided by the Client

(a) Water sources

The responsible water supply authority in the area of the Site is Vhembe District Municipality. The Contractor should be responsible for making his own arrangements with the responsible water supply authority for the supply of all water that he may require from such construction purposes as well as for domestic consumption.

If so required by the responsible water supply authority, the Contractor shall further be responsible, at his own cost, for making or otherwise providing metered connections to the available services at the positions specified by the water authority, as well as for the removal of such connections on completion of the Contract.

No warranty is offered or given by the Employer that the existing available water supply will necessarily be adequate for the Contractor's purposes nor that such supply is in any way guaranteed.

All charges as may be levied by the responsible water supply authority in respect of water consumed by the Contractor shall be for the Contractor's account and payment to the Contractor in respect thereof shall, in accordance with the provisions and deemed to be included in the sums bided by the Contractor for the

various Preliminary and General items listed in the Schedule of Quantities, as well as in the rates bided by the Contractor for the various other items listed in the Schedule of Quantities which require the consumption of water.

(b) Electricity supply

If so required by the responsible electricity supply authority, the Contractor shall, at his own cost, be responsible for making metered connections to the available services at the positions specified by the electricity supply authority, as well as for the removal of such connections on completion of the Contract.

No warranty is offered or given by the Employer that the existing available electrical power supply will necessarily be adequate for the Contractor's purposes nor that its supply is in any way guaranteed.

All charges as may be levied by the responsible electricity supply authority in respect of electrical power consumed by the Contractor shall be for the Contractor's account.

(c) Excrement disposal

The responsible sewage disposal authority is the Vhembe District Municipality. If so required by the responsible sewage disposal authority, the Contractor shall, at his own cost, be responsible for making connections to the available services at the positions specified by the sewage disposal authority, as well as for the removal of such connections on completion of the Contract.

No warranty is offered or given by the Employer that the existing available reticulated water-borne sewage disposal will necessarily be adequate for the Contractor's purposes nor that its operation is in any way guaranteed.

All charges as may be levied by the responsible sewage disposal authority in respect of the disposal of sewage generated by the Contractor shall be for the Contractor's account

(d) Area for Contractor's site establishment

Local Councilor will assist in the identification of suitable area for Contractor's site establishment.

C3.4.2.2 Facilities provided by the Contractor

(a) Facilities for the Engineer

Not required

Site Office accommodation

Not Required

Site meeting venue

The Contractor shall provide within his own site establishment facilities, a suitably furnished office or other venue capable of comfortably accommodating a minimum of six (6) persons at site meetings.

(iii) Contract name boards

The Contractor shall provide, erect and maintain one contract name board at such position and location as directed by the Employer where applicable, in accordance with the requirements set out in COTO (as amended).

The Contractor shall before ordering or manufacturing any such contract name board, obtain the Employer's written approval in respect of all names and wording to appear on the contract name boards.

(iv) Survey equipment and assistants

Survey equipment

Whenever reasonably required by the Employer, the Contractor shall, in accordance with the requirements of COTO (as amended), make available to the Employer or his representative, the following additional survey equipment:

- 1 upright reading automatic level with tripod;
- 1 metric levelling staff with protective cover bag;
- 6 ranging rods;
- 1 x 100 metre Stilon tape measure;
- 1 ± 2 kg hammer.

Survey assistants

The Contractor shall, in accordance with the requirements of the project specifications of this Contract, make available to the Employer, two (2) survey assistants upon request.

C3.4.2.3 Permits and Wayleaves

The Contractor shall be responsible for obtaining all the way leaves if/when required under this Contract.

C3.4.2.4 Features requiring special attention

(a) Site maintenance

During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

The Contractor is to arrange his own dump site for excavated materials. This site must first be approved by the Employer and all dumping costs will be for the Contractors account. This information is given in good faith and will under no circumstances form the basis of a claim from the Contractor for any inaccuracies.

(b) Testing and quality control

(i) Contractor to engage the services of an independent laboratory

Notwithstanding the requirements of the Specifications pertaining to testing and quality control, the Contractor shall engage the services of an approved independent laboratory to undertake all testing of materials, the results of which are specified in, or may reasonably be inferred from, the Contract. These results will be taken into consideration by the Engineer in deciding whether the quality of materials utilised and workmanship achieved by the Contractor comply with the requirements of the Specifications. The aforegoing shall apply irrespective of whether the specifications indicate that the said testing is to be carried out by the Engineer or by the Contractor.

The Contractor shall be responsible for arranging with the independent testing laboratory for the timeous carrying out of all such testing specified in the Contract, at not less than the frequencies and in the manner specified. The Contractor shall promptly provide the Engineer with copies of the results of all such testing carried out by the independent laboratory.

For the purposes of this clause, an "independent laboratory" shall mean an "approved laboratory" which is not under the management or control of the Contractor and in which the Contractor has no financial interest, nor which has any control or financial interest in the Contractor.

(ii) Additional testing required by the Employer

In addition to the provisions of sub clause C3.4.2.4(b)(i): Contractor to engage services of an independent laboratory, the Employer shall be entitled at times during the Contract to require that the Contractor arrange with the independent laboratory to carry out any such tests, additional to those described in sub clause C3.4.2.4(b)(i), at such times and at such locations in the Works as the Employer shall prescribe. The Contractor shall promptly and without delay arrange with the independent laboratory for carrying out all such additional testing as required by the Employer, and copies of the test results shall be promptly submitted to the Employer.

(iii) Costs of testing

(a) Tests in terms of sub clause C3.4.2.4(b)(i)

The costs of all testing carried out by the independent laboratory in accordance with the requirements of sub clause C3.4.2.4(b)(i), above shall be borne by the Contractor and shall be deemed to be included in the bidded rates and prices for the respective items of work as listed in the Schedule of Quantities and which require testing in terms of the Specifications. No separate payments will be made by the Employer to the Contractor in respect of any testing carried out in terms of sub clause C3.4.2.4(b)(i).

Where, as a result of the consistency of the materials varying or as a result of failure to meet the required specifications for the work, it becomes necessary to carry out additional tests (e.g. re-tests on rectified work and/or replacement materials), the costs of such additional testing shall be for the Contractor's account.

(b) Sub contractors

All matters pertaining to Sub contractors (including Nominated Sub contractors) and the work executed by them shall be dealt with directly between the Employer and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the Sub contractors and the Employer will not become involved.

(c) Access to properties

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working.

(d) Existing residential areas

Electricity and water supply interruptions in existing residential areas shall be kept to a minimum. The Employer's approval shall be obtained prior to such interruptions and residents shall be notified in writing at least 24 hours but not more than 48 hours in advance. Supplies shall be normalised by 16:00 on the same day.

(e) Monthly statements and payment certificates

The statements to be submitted by the Contractor in terms of Clause 49 of the Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Employer, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the

statement.

For the purposes of the Contractor's payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Employer for the purposes of accurately reflecting the actual quantities and amounts which the Employer deems to be due and payable to the Contractor in the payment certificate.

(f) Construction in restricted areas

Working space in areas may be restricted. The construction method used in these restricted areas largely depends on the Contractor's Plant. Notwithstanding, measurement and payment will be strictly according to the specified cross-sections and dimensions irrespective of the method used, and the rates and prices bided will be deemed to include full compensation for any difficulties encountered by the Contractor while working in restricted areas. Neither extra payment nor any claim for payment due to these difficulties will be considered unless otherwise scheduled.

(g) Notices, signs, barricades and advertisements

All notices, signs and barricades, as well as advertisements, may be used only if approved by the Employer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his bided rates.

The Employer shall have the right to instruct the Contractor to move any sign, notice or advertisement to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

(h) Workmanship and quality control

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide suitably qualified and experienced Engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates bided for the related items of work.

The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Employer for examination and measurement, the Contractor shall furnish the Employer with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.

C3.4.2.5 Extension of time due to abnormal rainfall

The Contractor shall keep accurate records of all occurrences which may be cause for delay in completing works orders to substantiate late completion of same.

C3.4.3 PLANT AND MATERIALS

C3.4.3.1 Plant and materials supplied by the Employer

the Employer shall not supply any plant or materials.

C3.4.3.2 Materials, samples and shop drawings

Samples

Materials or works which do not conform to the approved samples submitted in terms of Sub clause 23.4 of the Conditions of Contract will be rejected. The Employer reserves the right to submit samples to tests to ensure that the material represented by the sample meets the specification requirements.

The costs of any such tests conducted by or on behalf of the Employer, the results of which indicate that the samples provided by the Contractor do not conform to the requirements of the Contract, shall, in accordance with the provisions of Sub clause 23.7 of the Conditions of Contract, be for the Contractor's account.

C3.4.4 CONSTRUCTION EQUIPMENT

C3.4.4.1 Requirements for equipment

The Contractor is to provide equipment as necessary to successfully complete the works as issued under the letter of acceptance and letters of instruction to proceed as detailed in the document.

C3.4.4.2 Equipment provided by the Employer

the Employer shall not supply any equipment.

C3.4.5 EXISTING SERVICES

C3.4.5.1 Known services

The Contractor should consult the relevant municipal departments in order to obtain information as to the location of known services. There are no guarantees provided as to accuracy of information provided by relevant services providers and the Contractor accepts the risk associated therewith.

C3.4.5.2 Treatment of existing services

The location, protection and relocation of existing services form an integral part of this contract.

No guarantee as to the accuracy of the information can be given and the responsibility lies with the Contractor to determine the exact positions of all existing services.

Before any work can commence, the Contractor shall contact all private or public authorities controlling services so that they may either protect, move or relocate any services as required, or confirm that all such work has been completed.

C3.4.5.3 Use of detection equipment for the location of underground services

It is recommended that the Contractor use detection equipment for the location of underground services.

C3.4.5.4 Damage to services

Any damage of these services as a result of acts by the Contractor, his Sub contractors or their respective employees, shall be repaired at the Contractor's expense.

C3.4.5.5 Reinstatement of services and structures damaged during construction

Wherever, for the proper construction of the works, any telephone or electricity line or poles, or any water supply pipes, conduits electric cables, sewers, drains or any other services are required to be removed or relocated, or where any of these services requires to be repaired as a result of damage by the Contractor or otherwise, the Contractor shall immediately advise the Client thereof, and further notify the responsible authorities concerned in order that such work as is necessary be undertaken by such authorities. The Client will also decide the extent of work, if any to be undertaken by the Contractor in removing, relocating or repairing such services.

C3.4.6 VARIATIONS & ADDITIONS TO SANS 1200 STANDARDIZED SPECIFICATIONS

101 PLANT AND EQUIPMENT

(a) General

All plant and equipment used on the works shall be of adequate rated capacity and in good working condition.

C3.5 MANAGEMENT OF THE WORKS

C3.5.1 GENERIC SPECIFICATIONS

SANS 1200

C3.6 HEALTH AND SAFETY

C3.6.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

(a) Construction Regulations, 2014

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 37307 and Regulation Gazette No 10113 of 7 February 2014. (A copy of the Construction Regulations is included as an Annexure in this Volume). Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Schedule of Quantity and Drawings, as well as in the Employers' health and safety specifications (regulation 4(1)) of the Construction Regulations 2014, which are bound in the Contract document/will be issued separately by the Employer.

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

A payment item is/Payment items are included in the Schedule of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

C3.6.2 PROTECTION OF THE PUBLIC

The Contractor must ensure that a free and safe flow of traffic is maintained at all times and that the requirements of the specifications are complied with.

C3.6.3 BARRICADES AND LIGHTING

To be done for public safety where required.

C3.6.4 TRAFFIC CONTROL ON ROADS

Prior arrangement for street closure or temporary deviation if required to be properly communicated with the Client for community notification purposes.

C3.6.5 MEASURES AGAINST DISEASE AND EPIDEMICS

Provide COVID-9 procedure and protocol

C3.6.6 AIDS AWARENESS

To be carried-out as part of safety induction

C3.7 REFERENCES TO THE SCOPE OF WORKS IN TERMS OF THE ENVIRONMENTAL MANAGEMENT PLAN (EMP)

1. INTRODUCTION

The EMP will address the environmental impacts during the design, construction and operational phases of a project. Due regard must be given to environmental protection during the entire civil engineering project. In order to achieve this, a number of environmental specifications/recommendations are made. These are aimed at ensuring that the Contractor maintains adequate control over the project in order to:

Minimise the extent of impact during construction,

Ensure appropriate restoration of areas affected by construction.

Prevent long term environmental degradation.

The Contractor must be made aware of the environmental obligations that are stipulated in this document, and declares himself/herself to be conversant of all relevant environmental legislation. The Contractor should also be aware that the Engineer will monitor the implementation of the procedures.

2. POLICY STATEMENT

The construction will be to the best management practices as identified to minimize the environmental impact of activities associated with the development.

3. OBJECTIVES OF THE EMP

The EMP has the following goals:

Identifying those construction activities that may have a detrimental impact on the environment;

Detailing the mitigation measures that will need to be taken, and the procedures for their implementation;

Establishing the reporting system to be undertaken during the construction.

The EMP also serves to highlight specific requirements that will be monitored during the development and should the environmental impacts not have been satisfactory prevented or mitigated, corrective action will have to be taken. The document should, therefore, be seen as a guideline that will assist in minimising the

potential environmental impact of activities.

4. DESIGNATED ENVIRONMENTAL OFFICER

For the purpose of the EMP, a nominated representative of the Contractor should be the designated environmental officer for the project. The nominated representative of the Contractor will therefore be responsible for ensuring that the provisions of the EMP are complied with.

5. LEGAL REQUIREMENTS

Musina Local Municipality has type of projects where restoration, rehabilitation and reconstruction to structures affected by flood would be executed. The following project types fall in this non-approval category: periodic maintenance, special maintenance, rehabilitation and specific upgrades.

6. MITIGATION MEASURES

In setting mitigation measures, the practical implications of executing these measures must be borne in mind. With early planning, both the cost and the impacts can be minimized.

6.1 Establishment of site offices

6.1.1 Site plan

The Contractor shall provide the Client on site with a plan detailing the layout of site offices facilities, such as chemical toilets, areas for stockpiling of material, storage of hazardous materials and provision of containers. The site offices should not be sited in close proximity to steep areas as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the site, and in particular the ablution facilities, aggregate stockpiles and hazardous material stockpiles are located as far away as possible from any water course as possible.

The site plan shall be submitted before the site hand over meeting.

Vegetation

The vegetation surrounding the site offices is to be left as intact as possible and vegetation planted at the site should be indigenous. Only trees directly affected by the works indicated in writing may be sawn off/removed.

The project specification for the rehabilitation of the grass cover shall be strictly adhered to. Any proclaimed weed or alien invader plant shall be cleared by hand before seeding.

6.1.3 Rehabilitation

The site offices will require rehabilitation at the end of the contract. All construction material, including concrete slabs and braai areas are to be removed from the site on completion of the contract.

6.1.4 Water for human consumption

Water for human consumption must be tested and treated in accordance with recommendations.

6.2 Sewage treatment

Adequate toilet facilities are to be provided. Use of the veld for this purpose shall not, under any circumstances, be allowed. The Contractor shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the Client. Latrines shall be positioned within walking distance from wherever employees are employed on the works.

Save and effective sewage treatment will require one of the following sewage handling methods: septic tanks and soak aways, dry composting toilets such as "enviro loos", or the use of chemical toilets which are supplied and maintained by a Sub contractor. The type of sewage treatment will depend on the geology of the area selected, the duration of the contract and proximity (availability) of providers of chemical toilets is to be done in consultation with the Site Engineer.

6.3 Waste management

Waste management and waste minimization must be implemented at the outset of the contract.

6.3.1 Litter

No littering by construction workers are allowed. During the construction period, the facilities shall be maintained in a neat and tidy condition and the site is to be kept free of litter.

6.3.2 Removal of solid waste

Solid waste is to be stored in an appointed area for collection and disposal. A refuse control system must be established for the collection and removal of refuse to the satisfaction of the Engineer. Disposal of solid waste will be in a Department of Water Affairs and Forestry (DWAF) licensed landfill site.

6.3.3 Hazardous waste

Hazardous waste such as bitumen, tar, oils, etc. shall be disposed of in a Department of Water Affairs and Forestry approved landfill site. Special care must be taken when using tar products such as tar prime or pre-coating fluid to avoid water-soluble phenols form entering the ground or contaminating water.

6.4 Soil management

6.4.1 Topsoil

The contract provides for the stripping and stockpiling of topsoil from the site for later reuse. Topsoil is considered to be of a minimum thickness of + 300 mm of natural soil, including all the vegetation and organic matter. The areas to be cleared of topsoil shall include the storage areas. Weeds appearing on the stockpiled topsoil shall be removed by hand before seeding. Soils contaminated by hazardous substances shall be disposed of in an approved Department of Water Affairs and Forestry waste disposal site.

6.4.2 Borrow material

The Contractor's attention is drawn to the requirements set forth by the Department of Mineral and Energy Affairs in terms of the submission of EMPR's for establishment, operation and rehabilitation of borrow pits and quarries. The cost of complying with the requirements shall be deemed to be included in existing rates in the schedule of quantities. Read with the Specification Section 203.

6.5 Discovery of archaeological sites, artefacts or graves

6.5.1 Archaeological site

If an artefact on site is uncovered, work in the immediate vicinity must be stopped immediately. The Contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the Engineer of such discovery. The National Monuments Council must be contacted who will appoint an archaeological consultant. Work may only resume once clearance is given in writing by the archaeologist. Read with General Conditions of Contract.

6.5.2 Graves

If a grave on site is uncovered, work in the immediate vicinity must be stopped and an undertaker as well as the National Monuments Council should be contacted. The undertaker will place advertisements in the newspapers concerning the grave. He will also provide for the relocation of bones, should it be necessary. Read with General Conditions of Contract.

6.6 Stockpiled material

The Contractor shall so plan his activities that materials excavated from borrow pits and cuttings, in so far as possible, can be transported direct to and placed at the point where it is to be used. However, should temporary stockpiling become necessary, the areas for the stockpiling of excavated and imported material must be indicated and demarcated on the site plan and approved in writing by the Employer.

The area chosen shall be devoid of indigenous trees and shrubs. Care shall be taken to preserve all vegetation in the immediate area of these temporary stockpiles. After the stockpiled material has been removed, the site shall be reinstated as closely as possible to its original condition. All areas affected by stockpiling shall be landscaped, top soiled and grassed to the Employer's approval and at the Contractor's cost.

Material milled out of the existing road surface that is temporarily stockpiled within the road reserve shall:

be stockpiled so as to be as inconspicuous as possible

be prevented from contaminating water courses,

be cleared of weeds.

In all cases, the areas for stockpiling and disposal of construction rubble shall be approved by the Employer before such operation commences.

6.7 Fuel, diesel and other hazardous materials

6.7.1 Hazardous materials

All hazardous materials i.e. bitumen binders shall be stored in an appointed area that is fenced and has restricted entry. Storage of bituminous products shall only take place using suitable containers to the approval of the Employer.

Under no circumstances shall the spoiling of bituminous products on the site, over embankments, in borrow pits or any burying, be allowed. Unused or rejected bituminous products shall be taken to the supplier's production plant. No spillage of bituminous products shall be allowed on site. Affected areas shall be promptly reinstated to the satisfaction of the Employer.

6.7.2 Fuel

Should any fuel storage tank be required on site, the Contractor shall ensure that he has complied with the necessary legal requirements for the erection of such tanks. Leakage must be avoided. The fuel and diesel areas should be bonded to accommodate any spillage or overflow from these activities

6.7.3 Oil, grease

Oil, grease and cleaning materials from the maintenance of vehicles and machinery shall be collected in a sump and sent back to the supplier or, otherwise disposed of at a registered site.

6.7.4 Cooking oil

The Contractor should ensure that sufficient fuel is available for heating and cooking purposes should this be necessary.

6.7.5 Spillages

Streams, rivers and dams must be protected from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and bituminous products. In the event of a spillage, prompt action must be taken by competent instances to clear the affected area.

6.8 General considerations

Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a designated register and the response noted with the date and action taken. This record must be submitted with the monthly reports.

Any avoidable non-compliance with the above-mentioned measures may be considered sufficient ground for withholding payment of part or all amounts to be paid for the said item.

7. MEASUREMENT AND PAYMENT

The Contractor shall not be separately reimbursed or compensated in respect of his compliance with the provisions of this part of the Scope of Works. All costs so incurred shall, save and except to the extent provided for the schedule of quantities under section 1300, be deemed to be included in the rates tendered for the various items of work listed in the schedule of quantities.

SUMMARY OF MITIGATION MEASURES

ENVIRONMENTAL COMPONENT	ACTIVITY	MITIGATION	RELEVANT SECTION IN SPECIFICATIONS
Establishment of site offices	Siting of offices	Preferred areas would be flat areas along the route. Avoid steep areas as soil erosion could increase. Avoid water courses	
	Site Plan	Contractor will provide the Client of Employer's Agent detail of layout of site facilities within two weeks of moving to the site i.e. chemical toilets, the demarcation of areas for stockpiling of materials, storage of hazardous materials and the provision of containers. The offices shall be fenced. The site plan will be submitted before the site hand over meeting.	
Site rehabilitation	Clean up	All construction material is to be removed from the site on completion of the contract.	
Vegetation	On site	Vegetation planted on the site should be indigenous. Only trees directly affected by works as indicated in writing shall be sawn off/removed	
	Weeds	Clearance of weeds must be done by hand before seeding.	
	Grass cover	The grass cover surrounding the construction site is to be left as intact as possible or restored to its original condition.	
Water	Available for human consumption	Water for human consumption must be tested and treated in accordance with recommendations.	
Soil management	Topsoil	The topsoil (+ 300 mm) of any excavation shall be removed and stockpiled separately from underlying material in an appointment area	
	Borrow material	EMPR's for borrow pits to be submitted to relevant authority for approval	

ENVIRONMENTAL COMPONENT	ACTIVITY	MITIGATION	RELEVANT SECTION IN SPECIFICATIONS
Archaeological & Cultural sites	Discover of archaeological sites of artefacts	If an artefact on site is uncovered, work in the immediate vicinity must be stopped immediately and an archaeological consultant must be contacted. Work may only resume once clearance is given in writing by the archaeologist.	GCC
Graves	Discovery of graves	If a grave on site is uncovered, work in the immediate vicinity must be stopped and an undertaker should be contacted	GCC
Waste management	Solid & Construction waste	Solid waste is to be stored in an appointment area for collection and disposal. Disposal of waste will be in a DWAF licensed landfill, and no waste may be burnt on site.	
	Litter	The site is to be kept free of litter	
Sewage treatment	Toilet facilities	Adequate toilet facilities are to be provided, and the siting of chemical toilets is to be done in consultation with the Client. Use of the veld for this purpose shall not be allowed.	
Fuel, diesel & hazardous materials	Hazardous Materials	All hazardous materials i.e. bitumen binders will be stored in an appointed area that is fenced and has restricted entry. No spoiling of bituminous products on site, over embankments, in borrow pits or any burning. No spillage of bituminous products shall be allowed on site.	
	Fuels	All fuel tanks will be stored in an appointed area. Leakage will be avoided.	
	Cooking fuel	The Contractor should ensure that sufficient fuel is available for heating and cooking purposes should this be necessary.	
	Oil, grease	Oil, grease and cleaning materials from maintenance of vehicles shall be collected in a sump and sent back to supplier.	
	Spillages	Streams, rivers or dams must be protected against spillages of pollutants mentioned in 6.7 (e). In the event of a spillage, prompt action must be taken to clear the affected area.	

ENVIRONMENTAL COMPONENT	ACTIVITY	MITIGATION	RELEVANT SECTION IN SPECIFICATIONS
General considerations	Lines of authority	A nominated representative of the Contractor will be the designated environmental officer for the site.	
	Reports	The environmental officer will submit monthly reports to the Engineer who will verify the information	
	Complaints	Complaints received regarding activities on the construction site pertaining to the environment should be recorded in a designated register, and the response noted with the date and action taken. This record must be submitted with the monthly report	

PART C4 SITE INFORMATION

PART C4 SITE INFORMATION

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C4.1 NATURE OF GROUND AND SUBSOIL CONDITIONS

The contractor shall have no claim against the Employer in respect of geotechnical or subsurface conditions encountered during the course of the Contract.

C4.2 TENDER DRAWINGS

Refer to "Scope of Work"

C4.3 LOCALITY MAP

Coordinates for site location:

- Site 1: -22.420951, +30.853539
- Site 2: -22.421152, +30.854573
- Site 3: -22.421196, +30.854807



ANNEXURE A: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

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1. PREAMBLE TO OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

General Statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end, the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety (OHS) Act (Act 85 and Amendment Act 181) of 1993, and the Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory to the Employer (Client) in his own right for the execution of the contract, and he shall enter into an agreement in respect of the Occupational Health and Safety Act in the form as included in Section C1.4 - AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993.

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification will be included in the tender documents as part of the Project Specifications.

(b) Tenderer's Health and Safety Plan

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of maintenance work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

The Contractor shall not be entitled to claim for extension of time or standing time and the related costs for any delays due to delayed commencement or suspension of the work arising from the lack of approval of or non-compliance with the Health and Safety Plan.

2. SCOPE

This specification covers the health and safety requirements to be fulfilled by the Contractor to ensure a continued safe and healthy environment for all workers, employees and Sub contractors 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 OHS Act Agreement, C1.4 in Part C1 of the tender document, the status of the Contractor as mandatory to the Employer (Client) is that of an employer in his own right, responsible to comply with all provisions of OHS Act 1993 and the Construction Regulations 2003.

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

3. 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" is 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.

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 OHS Act 1993, be the mandatory of the Employer, without derogating from his status as an employer in his own right.

4. PROJECT DESCRIPTION

The work to be carried out under this contract is as described in Part C3 Scope of Works.

5. TENDERS

The Contractor shall make available the following during the tender process:

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

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

6. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of maintenance 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 3,0 m or more;
(b) the use of explosives;
(c) construction work that will exceed 30 days or 300 person-days;
(d) excavation work deeper than 1,0 m; or
(e) working at a height greater than 3,0 m above ground or landings.

The notification must be done in the form of the pro forma included under Section 11 (The Occupational Health and Safety Act) of the tender document. See Schedule A for a copy of the notification.

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

7. GUIDELINES FOR THE DEVELOPMENT OF A HEALTH AND SAFETY PLAN

Project Background

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

Framework for an Occupational Health and Safety Plan

Introduction

The Contractor has to demonstrate to the Client that he has a suitable and sufficiently documented Occupational Health and Safety Plan as well as the necessary competencies, experience and resources to perform the construction work safely. The Contractor could be required to submit the following documentation for perusal and verification by the Client:

- Management Structure
- Quality Plan
- Human Resources Plan
- Registered Workplace Skills Plan
- "Letter of good standing" from the Compensation Commissioner or licensed compensation insurer.
- Proof of induction and other training of employees
- Example copy minutes of previous Occupational Health and Safety Committee meetings and copies of Incident Investigation Reports

Contents of an Occupational Health and Safety Plan

The Occupational Health and Safety Plan shall include the following:

Occupational Health and Safety Management Programme

- Management of Occupational Health and Safety risks
- Occupational Health and Safety structures and appointments
- Programme of Occupational Health and Safety inspections
- Occupational Health and Safety Representatives
- Occupational Health and Safety committee

Communication and Management of the Work

- Management structure and responsibilities
- Occupational Health and Safety objectives for the project and arrangements for monitoring and review of Occupational Health and Safety performance
- Arrangements for
- Regular liaison between parties on site
- Consultation with the workforce
- The exchange of design information between the Client, Engineer, supervisors and Sub contractors on site
- Handling design changes during the project
- Selection and control of Sub contractors
- The exchange of Occupational Health and Safety information between all Sub contractors
- Security
- Site induction and onsite training
- Facilities and first-aid
- The reporting and investigation of accidents and incidents
- The production and approval of risk assessments and method statements
- Site Occupational Health and Safety rules
- Fire and emergency procedures
- Reporting to the Client i.e. results of Occupational Health and Safety inspections, incident and incident investigations and committee meetings
- Reporting of incidents to the Department of Labour and Compensation insurer where appropriate

Arrangements for Controlling Significant Site Risks

The following are some examples requiring arrangements for controlling the most significant site risks:

- Safety risks
- Services, including temporary electrical installations
- Preventing employees from falling into excavations, from trucks etc.
- Work with, on or near fragile materials
- Control of lifting operations
- The maintenance of plant and equipment
- Poor ground conditions
- Traffic routes and segregation of vehicles and pedestrians
- Storage of hazardous materials
- Dealing with existing unstable structures/land
- Accommodating adjacent land use
- Other significant safety risks as and when identified
- Health risks
- Storage and use of hazardous chemical substances
- Dealing with contaminated land or material

- Manual handling
- Reducing noise and vibration
- Provision of adequate lighting
- Ventilation considerations
- Extreme heat and cold temperature considerations
- Dealing with HIV/Aids and other illnesses
- Provision of and maintaining ablution and eating facilities
- Other significant health risks as and when identified

8 HEALTH AND SAFETY FILE

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

The Contractor shall appoint a suitably qualified person to prepare the Health and Safety File and to keep it up to date for the duration of the contract. The Health and Safety file shall include the information as reflected in Schedule A.

The Health & Safety File shall be handed over to the Client on completion of the contract. It must contain all the documentation handed to the Contractor by any Sub contractors together with a record of all drawings, designs, materials used and other similar information concerning the completed project.

9. RISK ASSESSMENT

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer to Regulation 7 of the Construction Regulations 2003).

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

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

Contractors must ensure that all Sub contractors conduct risk assessments for their scope of work as well. The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, or Employer's Agent, Sub contractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

10. APPOINTMENT OF EMPLOYEES AND SUB CONTRACTORS

Health and Safety Plan

The Contractor shall appoint his employees and any Sub contractors to be employed on the contract, in writing, 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 Sub contractors and employees are committed to the implementation of his Safety Plan.

Health and Safety Induction Training

The Contractor shall ensure that all employees under his control, including Sub contractors 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 or visitor 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.

OH&S Training Requirements

The Contractor shall ensure that all employees under his control, including Sub contractors and their employees, undergo training in accordance with their job requirements, site requirements and training as prescribed by the Act and Regulations.

11. APPOINTMENT OF SAFETY PERSONNEL

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.

Construction Safety Officer

Subject to the decision by the Inspector of the Department of Labour and 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. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision will be made in the schedule of quantities to cover the cost of a dedicated construction safety officer appointed after award of the contract if so ordered by the Employer or its Agent.

Health and Safety Representatives

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

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

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

Health and Safety Committee

In terms of Sections 17 and 18 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, and to make recommendations regarding health and safety to the Contractor and to keep record of meetings, recommendations and reports made by the committee.

Competent Persons

In accordance with the Construction Regulations the Contractor shall appoint, in writing, competent persons responsible for supervising construction work for the work situations that may be expected on the site of the works (Regulation 7 to 28).

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.

12. CONTRACTOR'S RESPONSIBILITIES

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (Contractor) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2003, and are not repeated without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

In addition, the Contractor shall also comply with the requirements of the Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA) and to this effect shall submit a letter of good standing with the compensation Insurer to the Client before work on site commences.

13. PROJECT / SITE SPECIFIC REQUIREMENTS

The following is a list of specific activities and considerations that have been identified for the project and the construction site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor.

- Hazardous traffic conditions during works execution
- Working safely with Plant and equipment.

14. ARRANGEMENTS FOR MONITORING AND REVIEW

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

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

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

SCHEDULE A

SAFETY FILE EVALUATION SHEET

Contractor:

Reg No.:_____ Date: _____

No.	Item	Reference	Comment
1	Copy of OHS Act [85 of 1993]	Gen. Admin Regs.	
2	Valid Compensation Commissioner Documents	C.O.I.D.A / Constr. Regs.	
3	Section 37(2) Agreement	Sect. 37 (2)	
4	Health and Safety Spec's (provided by client)	Constr. Regs	
5	Tender Documentation	Constr. Regs	
6	Health and Safety Plan	Constr. Regs	
7	Risk Assesments (Compentent person)	Constr. Regs	
8	Appointment letters	Sect. 16,17. Gen. Mach Reg	
9	Notification of Construction work (D.O.L.)	Constr. Regs. 3	
10	Inspection rigisters / checklists	Environ. Regs. 6	
11	Certificates of Compliance (Electrical Installations)	Elect. Inst. Regs. 3	
12	Monthly Audit reports	Sect. 18 (2)(f)	
13	Drawings and Designs	Constr. Regs	
14	Fall Protection Plans	Constr. Regs. 8	
15	Detailed Structural Engineering survey (structures to be demolished)	Constr. Regs. 12	
16	Examination and Test records of equipment (where applicable)	Constr. Regs. 15	
17	Personal Protective Equipment records	Sect. 8 (2)(b)	
18	Training records	Sect. 8, HCS Regs.	
19	Minutes of OHS Committee meetings	Sect. 19	
20	Tunneling Regulations (where tunneling is done)	Constr. Regs. 13	

21	Material Safety Data Sheets (where applicable)	Gen. Admin Regs.	
22	Annexure 1's (Incident recording forms)	Sect. 14 , Gen. Safe. Reg.	
23	Incident Investigation reports & notifications thereof	Sect. 24	
24	Maintenance plans for machinery and equipment	Sect. 8(2)(a)	
25	Medical records	H.B.A Regs. 9(2)	
26	Emergency contact details	Constr. Regs	
27	Evacuation plans	Environ. Regs. 3(5)(a)	
28	Safe Work Procedures	Gen. Safe. Regs. 13	
29	Inspection records of Designers	S.A.B.S. 085	
30	Certificates of System design (suspended scaffolding) together with proof of notification to DOL	S.A.B.S. 085	

ANNEXURE B: DRAWINGS FOR TENDER PURPOSES

Work to be done to the existing structure. Any other information will be provided to the appointed service provider.