NGQUSHWA LOCAL MUNICIPALITY

BID FOR BUILDING CONSTRUCTION WORKS:

CONSTRUCTION OF NGQUSHWA MUNICIPAL OFFICES

BID NO: 8/2/002/2024-2025

NAME OF BIDDER:

TENDER AMOUNT:

CLOSING DATE: 19 AUGUST 2024

CLOSING TIME: 11h00

CIDB GRADING REQUIRED: 4GB PE OR HIGHER

PREPARED BY:

KUKHO CONSULTING ENGINEERS
No.4 Belgrave Road
Belgravia
East London
5247
Tel: 043 110 0246

PREPARED FOR:

NGQUSHWA LOCAL MINICIPALITY
The Municipal Manager
Erf 313, Main Street
Peddie
4930
Tel: 040 673 3095
Fax: 040 673 377

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TENDER NOTICE AND INVITATION TO TENDER

T1.1 BID NOTICE

NGQUSHWA LOCAL MUNICIPALITY

BID INVITATION

Bids are hereby invited from suitably qualified and experienced service providers for the below mentioned services:

Bid No:	CIDB GRADING	Description	Compulsory Briefing Session	Closing Date	Enquiries
8/2/002/2024-2025	4 GB PE OR HIGHER	Construction of Ngqushwa Municipal Offices	**23 July 2024 @ Technical Services Boardroom @11:00am**	**19 August 2024 @ 11:00**	Technical Queries: Mrs Z. Velemani 040 673 3095 Email: zvelemani@ngqushwamun.gov.za Binding Queries:Mr. A. Dlula 040 673 3095 adlula@ngqushwamun.gov.za

The Municipality is requiring a service provider for the above-mentioned services. **The documents will be available for download on the Ngqushwa Municipal website for downloading at no cost** to the service provider/suppliers from the date briefing session.

Completed bid documents are to be placed in a sealed envelope endorsed the above mentioned services must be deposited in the Bid Box, at the offices of of the Ngqushwa Local Municipality, not later than the above mentioned dates at 11H00.

Preferential Procurement Policy Framework ACT No 5 2000 and the regulations thereto (2022)

EVALUATION	CRITERIA
PRICE	80
SPECIFIC GOALS	20
TOTAL	100

Bidders must take note that a Pre-Qualification Evaluation (Ability Criterion) will be undertaken as follows:

- Company Experience / Similar Projects Completed with contactable references
- Experience & Qualification of Project Team (attach proof)
- Capacity and Methodology

The bids will be evaluated on the basis of the Preferential Procurement Policy Framework ACT No 5 2000 and the regulations thereto (2022) as well the Ngqushwa Local Municipality's Supply Chain Management Policy

The bids will be evaluated in two stages:

- Stage 1 Pre-qualification evaluation (Ability)
- Stage 2 Price and Specific Goals

SUPPLIERS/SERVICE PROVIDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

[a] The Ngqushwa Local Municipality Supply Chain Management Policy will apply;

[b] The Ngqushwa Local Municipality does not bind itself to accept the lowest Bidder or any other Bid and reserves the right to accept the whole or part of the BID
In evaluating of the bid prices, the Municipality will apply its mind to determine the reasonable reasonable bid amounts that are within range with the estimated tender value.

[c] Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, may not be accepted.

[d] Price(s) must be valid for at least ninety (90) days from date of bid closing.

[e] Priced bids must be firm and must be inclusive of VAT.

[f] Submit original valid tax clearance certificate or proof of pin from SARS failure will result in a tender deemed non-responsive

[g] Proof of registration with Central Supplier Database (CSD) failure will deemed non-responsive

[h] Submit Certified copy/s of IDs of Company Directors/Members, Company registration certificate (CK) must be attached.

(i) Joint Ventures/Consortium must provide a JV agreement signed by all parties to an agreement. Failure to do so will results in disqualification.

(j) Use of Tippex will render the bid non-responsive

(k) Must provide a Municipal Levy Clearance Certificate/Municipal account of not older than three months from a municipality where the entity operates (lease agreements and sworn statements / affidavits are also accepted).Failure to do so will result in disqualification.

(l) All pages must be initialled and signed where required. Declarations pages must be fully completed and signed: Failure to do so will result in disqualification.

(m) Bidders are required to submit proof of registration of CIDB as required from the table above.

(n) Successful bidder may be required to sub-contract work of the construction cost to local SMME Contractor(s)

(0) Only Service Providers registered on the Central Suppliers Database will be considered.

MR N. MGENGO

MUNICIPAL MANAGER

MBD 1

INVITATION TO BID

PART A

INVITATION TO

BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF AMAHLATHI LOCAL MUNICIPALITY					
BID NUMBER:	8/2/002/2024-2025	CLOSING DATE:	**19 August 2024**	CLOSING TIME:	**11:00**
DESCRIPTION	**CONSTRUCTION OF NGQUSHWA MUNICIPAL OFFICES**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:

Ngqushwa Local Municipality					
Erf 313,Main Street, Peddie, 5640					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		**OR** CSD No:		
SPECIFIC LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	Yes No		SPECIFIC GOALS STATUS LEVEL SWORN AFFIDAVIT	Yes No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BYALM/SCM/03/2023-24					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	☐	A VERIFICATION AGENCY ACCREDITED BY THESOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	☐	A REGISTERED AUDITOR NAME:			

ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED**	Yes No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED**	Yes No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	.....	**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED	.....		
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE (ALL INCLUSIVE)**	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
NGQUSHWA LM/ PUBLIC ENTITY	SUPPLY CHAIN	CONTACT PERSON	TECHNICAL
CONTACT PERSON	MR A. DLULA	TELEPHONE NUMBER	MS. Z.VELEMANI
TELEPHONE NUMBER	040 673 3095	E-MAIL ADDRESS	040 673 3095
E-MAIL ADDRESS	adlula@ngqushwamun.gov.za		zvelemani@ngqushwamun.gov.za

PART B

TERMS AND ONDITIONS

FOR BIDDING

1. BID SUBMISSION:

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

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

1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).

1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.

1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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

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

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

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

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)ALM/SCM/03/2023-24
YES /NO

3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSAALM/SCM/03/2023-24
YES /NO

3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSAALM/SCM/03/2023-24
YES /NO

3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSAALM/SCM/03/2023-24
YES /NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX

COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

DATE: ……..

TENDER DATA

T1.2 Tender Data

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

The additional conditions of tender are:

Clause number	Tender Data
F.1.1	The employer is **NgqushwaLocal Municipality**
F.1.2	The tender documents issued by the employer comprise: T1.1 Tender notice and invitation to tender T1.2 Tender data T2.1 List of returnable documents T2.2 Returnable schedules **Part 1: Agreements and contract data** C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee **Part 2: Pricing data** C2.1 Pricing instructions C2.2 Activity schedules / Bills of Quantities **Part 3: Scope of work** C3 Scope of work C2.3 Standardized Specifications **Part 4: Site information** C4 Site information
F.2.1	Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a civil engineering class of construction work, are eligible to submit tenders. Joint ventures are eligible to submit tenders provided that: 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the civil engineering class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a civil engineering class of construction work.
F.2.1	The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders: a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a civil engineering class of construction work; Joint ventures are eligible to submit tenders provided that: 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the civil engineering class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a civil engineering class of construction work.
F.2.1	Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a civil engineering class of construction work and are registered with the CIDB as having a track record, are eligible to submit tenders.

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

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

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

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

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

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

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

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

Tender Box at the
Offices of the Ngqushwa Local Municipality
Erf 313 Main Street
Peddie

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

F.2.14 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

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

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

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

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

1) a Certificate of Contractor Registration issued by the Construction Industry Development Board
2) Proposed site agent for project must obtain a qualification NQF Level 5 in labor intensive construction methods and have at least a National Diploma in Civil Engineering Qualification or higher.

3) Where the tendered amount inclusive of VAT exceeds R 10 million:
   i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;
   ii) a certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;

iii) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion

payment from the municipality or municipal entity is expected to be transferred out of the Republic.

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

F.3.4 Tenders will be opened immediately after the closing time for tenders at Ngqushwa **Local Municipality Offices of the Ngqushwa Local Municipality**
Erf 313 Main Street
Peddie

F.3.11 The procedure for the evaluation of responsive tenders is Method 2

F3.13.1 Tender offers will only be accepted if:

a) the tenderer's tax matters have been declared by the South African Revenue Service to be in order;
b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
d) the tenderer has not:
   i) abused the Employer's Supply Chain Management System; or
   ii) failed to perform on any previous contract and has been given a written notice to this effect; and
e) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

F.3.18 The number of paper copies of the signed contract to be provided by the employer is one.

Annexure: Standard Conditions of Tender

CIDB Standard Conditions of Tender

(July 2019 edition)

As published in Annex F of the CIDB Standard for Uniformity in Construction Procurement in Board Notice 136 Government Gazette No 38960 of 10 July 2015

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation in which:

i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;

ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body; and

f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

F.1.4 Cancellation and Re-Invitation of Tenders

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

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

F.1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if:

a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or

b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the CIDB website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all

responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

F2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

F2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

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

F.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

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

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

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

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

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

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

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

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

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

F.2.16 Tender offer validity

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

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds, policies

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;

b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or

c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

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

F.3.5 Two-envelope system

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

F.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

Tender Ability / quality claimed

	Category of Quality / Ability
1.1	**Company Experience with respect to similar projects x 3 Appointment Letters,3x Completion Certificates and 3xReferral Letters signed by relevant official (attach proof).** submit an appointment letter and performance rating reference letter and a completion certificate
	Completed Building projects each of at least R 3.0 Million or Higher
1.2	**Expertise of key personnel assigned to the contract and relevant qualifications will get maximum points (attach proof).**
	Site Agent: who has more than 5 years in Building Construction or Civil Engineering Construction qualified with at least a National Diploma in Quantity Surveying or Building Science or Civil Engineering. Attach CV and Certified Qualification Certificates for easy reference
	Forman: who has vast experience In Building or Structural Construction Project more than 10 ten years. Attach CV with contactable reference.
1.3	**Capacity / Availability of key plant and equipment (attach proof).**
	Contractor who owns at least 3 (Three) of the required machinery and will supply all the machinery required for the execution of the contract (TLB and 4 Ton Truck or 3 ton Bakkie) and the machinery/equipment is available for the commencement of the project. If Hired the Tenderer must submit agreement letter with Plant Hire company and proof of equipment ownership.
	NOTE: The tenderer should provide proof of ownership of plant or equipment e.g. registration certificates
	Methodology will get maximum points (attach required information).
	Detailed Programme provided in Gantt Chart format, correlated to the scope of works and Projected cash flows for the duration of the contract
	Methodology statement indicates on how activities are going to be executed and shows all management skills
Total Score for Experience, Expertise and Methodology	

Failure to supply the required information will lead to disqualification

STAGE 2: FINANCIAL EVALUATION

Price	**80 points**
Specific Goals	**20 points**
Total	**100 Points**

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

a) complies with the requirements of these Conditions of Tender,

b) has been properly and fully completed and signed, and

c) is responsive to the other requirements of the tender documents.

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

a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,

b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or

c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified

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

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 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.

F.3.9.2 The employer must correct the arithmetical errors in the following manner:

a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.

b) 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 line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

a) Score tender evaluation points for price

b) Score points for Specific Goals

c) Add the points scored for price and Specific Goals

F.3.11.3 Methods 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.

2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.

3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.

80/20 system for requirements with a Rand value equal to or above R 30 000 and up to R 50 million (all applicable taxes included);

4)(a)(i) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of tender under consideration;
Pt = Price of tender under consideration; and
Pmin = Price of lowest acceptable tender.

4)(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:

4)(b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the Specific Goals points in accordance with the table below:

The specific goals allocated points in terms of this tender	Number of points allocated
(80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system)
(To be completed by the tenderer)	What must be submitted to claim points.
Black (HDI)	5 Points
Women	5 Points
Youth	5 Points
LED	5 Points

4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b).

4)(d) The points scored by tender in respect of Specific Goals contemplated in contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).

4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

90/10 system for requirements with a Rand value above R 50 million (all applicable taxes included).

5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R50 000 000 (all applicable taxes included):

$$Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of tender under consideration;
Pt = Price of tender under consideration; and
Pmin = Price of lowest acceptable tender.

5)(b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the Specific Goals level of contributor in accordance with the table below:

The specific goals allocated points in terms of this tender	Number of points allocated
(80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system)
(To be completed by the tenderer)	What must be submitted to claim points.
Black (HDI)	5 Points
Women	5 Points
Youth	5 Points
LED	5 Points

5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).

5)(d) The points scored by tender in respect of Specific Goals contribution contemplated in contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).

5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

Score price, preference and Ability, as relevant, to two decimal places.

F.3.11.7 Scoring Price

Score price of remaining responsive tender offers using the following formula:

$N_{FO} = W_1 \times A$

Where N_{FO} is the number of tender evaluation points awarded for price.

W_1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1[a]	Option 2[a]
1	Highest price or discount	A = (1 +(P - Pm)) / Pm	A = P / Pm
2	Lowest price or percentage commission / fee	A = (1 - (P - Pm)) / Pm	A = Pm / P
a *P*m is the comparative offer of the most favourable comparative offer. *P* is the comparative offer of the tender offer under consideration.			

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring Ability

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_O / M_S$$

where: S_O is the score for quality allocated to the submission under consideration;

M_S is the maximum possible score for quality in respect of a submission; and

W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data.

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any risk and only if the tenderer:

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,

b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

c) has the legal capacity to enter into the contract,

d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,

e) complies with the legal requirements, if any, stated in the tender data, and

f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

a) addenda issued during the tender period,

b) inclusion of some of the returnable documents, and

c) other revisions agreed between the employer and the successful tenderer.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

F.3.19 Transparency in the procurement process

F.3.19.1 The CIDB prescripts require that tenders must be advertised and be registered on the CIDB Tender system.

F.3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F.3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F.3.19.4 The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process.
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration.
- Contract evaluation reports

F.3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F.3.19.6 Consultative Forum must be an independent structure from the bid committees

F.3.19.7 The information must be published on the employer's website.

F.3.19.8 Records of such disclosed information must be retained for audit purposes.

RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1. Returnable Schedules required only for tender evaluation purposes

A. Ngqushwa Local Municipality Joint Venture Disclosure Form
B. Compulsory Enterprise Questionnaire
C. Record of Addenda to Tender Documents
D. Proposed Amendments and Qualifications
E. Schedule of Subcontractors
F. Schedule of Plant and Equipment
G. Schedule of the Tenderer's Experience (work undertaken for other institutions)
H. Schedule of work undertaken for Ngqushwa Local Municipality
I. Curriculum Vitae of All Proposed Project Team Members
J. Proposed Method Statement (Quality Plan) for the Execution of the Project
K Health and Safety Plan
L. Certificate of Registration with CIDB
M. Preliminary Programme
N. Cashflow Projections
O. Proof of Purchase of Tender Documents
P. Sub-Contracting of the Works to Local SMME Contractors
Q. Workman's Compensation Certificate
R. List of Other Returnable Documents Required for Tender Evaluation Purposes

2. Other documents required only for tender evaluation purposes

A. Certificate of Contractor Registration issued by the Construction Industry Development Board.
B. Tax Clearance Certificate (MBD 2)
C. Where the tendered amount inclusive of VAT exceeds R 10 million:
   i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;
   ii) certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
   iii) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
   iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.
D. Certificate of bidder's visit to the site
E. Certificate of Authority for Signature
F. Alterations by bidder
G. Surety and Bank Details
H. Company Composition
I. Declaration of Interests (Kinship, Relationship with persons employed by Ngqushwa Local Municipality)

J. Declaration of Interest (in the Service of the State) (MBD 4)
K. Declaration (Validity of Information Provided)

3. Returnable Schedules that will be incorporated into the contract **3.**

- Preferencing Schedule (direct preferences) / Preferencing Schedule (contract participation goals)

4. The offer portion of the C1.1 Offer and Acceptance **4.**

5. C1.2 Contract Data (Part 2) **5.**

6. C2.2 Bills of quantities **6.**

1A. JOINT VENTURE DISCLOSURE FORM

GENERAL

i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.

ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:

a) the contributions of capital and equipment
b) work items to be performed by the Affirmable Joint Venture Partner's own forces
c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.

iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.

iv) ABE partners must complete ABE Declaration Affidavits.

v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.

vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

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The joint Venture is also required to have a B-BBEE certificate under the JV name, failure of not submitting the JV B-BBEE certificate will result in zero points for preferential points.

a) Name .....

b) Postal address .....

.....

.....

c) Physical address.....

.....

.....

d) Telephone .....

e) Fax.....

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm .....

Postal Address.....

Physical Address .....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

2.2(a) Name of Firm .....

Postal Address.....

Physical Address .....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

(Continue as required for further non-Affirmable Joint Venture Partners)

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm .....

Postal Address.....

Physical Address .....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.2(a) Name of Firm .....

Postal Address.....

Physical Address .....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.3(a) Name of Firm .....

Postal Address.....

Physical Address .....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE

.....

.....

.....

5. OWNERSHIP OF THE JOINT VENTURE

a) Affirmable Joint Venture Partner ownership percentage(s) .....…%

b) Non-Affirmable Joint Venture Partner ownership percentage(s) .....%

c) Affirmable Joint Venture Partner percentages in respect of : *

(i) Profit and loss sharing .....….....….....

(ii) Initial capital contribution in Rands .....…….....….....….....

.....….....

.....

(*Brief descriptions and further particulars should be provided to clarify percentages).

(iii) Anticipated on-going capital contributions in Rands .....….....

.....

.....

.....

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....

.....

.....

6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits). **The joint venture must have a single account and proof from the bank. Account should be in the JV name.**

(a) Joint Venture cheque signing

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.....

.....

(b) Authority to enter into contracts on behalf of the Joint Venture

.....

.....

.....

(c) Signing, co-signing and/or collateralising of loans

.....

.....

.....

(d) Acquisition of lines of credit

.....

.....

.....

(e) Acquisition of performance bonds

.....

.....

.....

(f) Negotiating and signing labour agreements

.....

.....

.....

8. MANAGEMENT OF CONTRACT PERFORMANCE

(Fill in the name and firm of the responsible person).

(a) Supervision of field operations

.....

(b) Major purchasing

.....

(c) Estimating

.....

(d) Technical management

.....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

(a) Identify the "managing partner", if any,

.....

.....

.....

.....

(b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works

.....

.....

.....

.....

(c) Describe the management structure for the Joint Venture's work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner".

10. PERSONNEL

(a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON-AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner").

(b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

(c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

.....

.....

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature.....

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

Name .....

Address.....

Telephone .....

Date .....

Signature.....

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

Name .....

Address.....

Telephone .....

Date .....

Signature.....

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

Name .....

Address.....

Telephone .....

Date .....

Signature.....

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

Name .....

Address

Telephone .....

Date .....

(Continue as necessary)

1B. COMPULSORY ENTERPRISE QUESTIONNAIRE

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

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

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

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

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	**Identity number***	**Personal income tax number***

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

Section 5: Particulars of companies and close corporations

Company registration number . . . . . .

Close corporation number . . . . . .

Tax reference number . . . . . .

Section 6: Record in the service of the state

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

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

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

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

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

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

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

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

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

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a of interest; and

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

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

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

Enterprise name _____

1C. RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date	**Title or Details**
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed ..... **Date** .....

Name ..... **Position** .....

Tenderer .....

1D. PROPOSED AMENDMENTS AND QUALIFICATIONS

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 F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed ..... Date _____

Name ..... Position _____

Tenderer

.....

1E. SCHEDULE OF SUBCONTRACTORS

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

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

We confirm that all Subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

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

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

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

Tenderer .....

1F. SCHEDULE OF PLANT AND EQUIPMENT

The Bidder shall insert in the Schedule hereunder, a list of the major plant and equipment he proposes to use on this Contract. Failure to complete this schedule will be taken to indicate that Bidder does not have access to adequate plant and equipment.

DESCRIPTION OF MODEL	OWNER	WHEN AVAILABLE

Equipment not owned by the Bidder must be qualified as hire, on loan, etc.

SIGNATURE OF BIDDER: .....

DATE: .....

1G. PAST EXPERIENCE 1

Bidders must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer.

EMPLOYER	NATURE OF WORK	VALUE OF WORK	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NO.

…….. .....…….....

DATE **SIGNATURE OF BIDDER**

1H. PAST EXPERIENCE 2

Bidders must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer.

PREVIOUS AND/OR CURRENT PROJECTS UNDERTAKEN FOR NGQUSHWA LOCAL MUNICIPALITY			
PROJECT NAME	**AWARDED AMOUNT**	**CONTRACT START DATE**	**ANTICIPATED / ACTUAL COMPLETION DATE**

…….. .....…….....

DATE **SIGNATURE OF BIDDER**

1I. CURRICULUM VITAE OF ALL PROPOSED PROJECT TEAM MEMBERS

Tenderers MUST attach CV's of proposed project team members,

1J. SCHEDULE OF APPROACH AND METHODOLOGY

1L. CERTIFICATE OF FRGISTRATION WITH CIDB

The Tenderer is to attach copies of Tenderer's Registration with CIDB or alternatively furnish the CIDB registration number and details in the table below. This information will be verified with the CIDB through the CIDB website. It is the Tenderer's responsibility to ensure that their details are displayed on the website. If a joint venture is tendering, details of all the JV members are to be furnished.

Name of Tenderer/Contractor	**CIDB Registration Number**	**Category and Class of Registration e.g.4GB**

My/Our failure to submit the certificate(s) or furnish the required details with my/our tender document will lead to the conclusion that I/we are not registered with CIDB and therefore are not eligible to tender.

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

1M. PRELIMINARY PROGRAMME

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

PROGRAMME

ACTIVITY	WEEKS													

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

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

1N. CASHFLOW PROJECTIONS

[Projected cashflow compatible with the programme of works to be inserted here]

1O. PROOF OF PURCHASE OF TENDER DOCUMENT

The Tenderer shall insert here proof of purchase of the tender documents in the form of an official receipt or other acceptable form of proof

1P. SUB-CONTRACTING OF THE TO WORKS TO LOCAL SMME CONTRACTRORS

Enterprise Development (SMME support initiative)

Payment Item on the Bill	Description (Prefered scope of work for SMME)	Value (R)	Percentage of the total tender vavlue (%)

I / We undertake to Sub-Contract portions of the works to Local SMME Contractors as agreed with the Municipality. The selection process of the SMME congtractors will be conducted by the Municipality.

Yes ☐ **No** ☐

Signature : .....

Name : .....

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

Address : .....

.....

.....

Telephone : .....

Fax : .....

Date :

.....

1Q. WORKMENS'COMPENSATION CERTICATE (Or Proof of Payment Contributions in Terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993)

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

1R. LIST OF OTHER RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

attach certified copies of the following documents:

- Company Registration Certificate
- Identity Documents of Company Directors (Members)
- Tax Pin (Tax Clearance Certificate)
- Registration with Central Supplier Database (CSD)

2A. CERTIFICATE OF CONTRACTOR REGISTRATION ISSUED BY THE CONSTRUCTION INDUSTRY BOARD

2B.

MBD 2

TAX CLEARANCE REQUIREMENTS

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

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

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

TAX CLEARANCE **TCC 001**

Application for a Tax Clearance Certificate

Purpose

Select the applicable option ..... Tenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)	
Trading name (if applicable)	
ID/Passport no	Company/Close Corp. registered no
Income Tax ref no	PAYE ref no 7
VAT registration no 4	SDL ref no L
Customs code	UIF ref no U
Telephone no	Fax no
E-mail address	
Physical address	
Postal address	

Particulars of representative (Public Officer/Trustee/Partner)

Surname	
First names	
ID/Passport no	Income Tax ref no
Telephone no	Fax no
E-mail address	
Physical address	

SUBMISSION OF GOOD STANDING CERTIFICATES REGARDING TAX AND LEVIES

It is a condition of this tender that:

i) The taxes of the successful tender must be in order or a letter from the Receiver of Revenue that suitable arrangements have been made to bring the taxes in order. A current original Tax Clearance Certificate from the Receiver of Revenue must accompany the tender document. Failure to do so will result in the bid being disqualified.

ii) All municipal rates and taxes of the tenderer must be paid where the business has its head or regional office and a rates clearance certificate must be attached where the business has its head or regional office, failure to do so will result in the bid being disqualified.

iv) If the submitted good standing certificates are found not to be correct, the MFL may, in addition to any other remedy it may have:

(a) recover from the contractor all costs, losses or damages incurred or sustained by the MFL as a result of the award of the contract; and/or

(b) cancel the contract and claim any damages which the MFL may suffer by having to make less favourable arrangements after such cancellation; and/or

(a) A letter regarding payment arrangements of the levies and taxes from the local municipality where the head office/ branch is must be attached.

(b) impose on the contractor a penalty not exceeding 5% of the value of the contract.

v) each party to a Consortium/Joint Venture/Sub-contract must submit separate tax and levies certificates.

vi) the tenderer shall submit with their tender current original certificates of the following failure to do so will invalidate the bid:

(a) the latest original tax certificate in respect of both the Income and Value Added Tax showing the date of issue and district of the Tenderer;

Municipal department of finances certificate of good standing or rates clearance certificate

2D. CERTIFICATE OF BIDDER'S VISIT TO THE SITE

This is to certify that, I .....

representative of (bidder) .....

.....

.....

of (address) .....

.....

.....

.....

Telephone number: .....

Fax number: .....

in the company of (Engineer) .....

visited and examined the site on (date) .....

I further certify that I have made myself familiar with all local conditions likely to influence the work and the cost thereof, that I am satisfied with the description of the work and the explanations given by the said Engineer's Representative and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

BIDDER'S REPRESENTATIVE: (Signature) .....

(Name) .....

ENGINEER'S REPRESENTATIVE: (Signature) .....

(Name) .....

2E. CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority thereto by attaching a duly signed and dated copy of the relevant resolution of the boards of directors to this form. Signing this form is not an indication of authority to sign non –submission will lead to dis-qualification. Therefore a copy of resolution for authority of signatory must be attached and signed before the commissioner of oaths, stamp and date of the commissioner must appear as failure would invalidate the bid.

An example is given below:

"By resolution of the board of directors passed at a meeting held on .....

Mr/Mrs..... , whose signature appears below, has been duly authorised

to sign all documents in connection with the Bid for Contract No. ..... and any Contract that may arise there from on behalf of (name of Bidder in block capitals) .....

.....

SIGNED ON BEHALF OF THE COMPANY:.....

IN HIS/HER CAPACITY AS:.....

DATE: .....

SIGNATURE OF SIGNATORY:.....

WITNESSES: 1. .....

2. .....

Signed at.....on this .....day of .....20...

2F. ALTERATIONS BY BIDDER

Should the Bidder desire to make any departure or modification to the General Conditions of Contract, Contract Data, Specifications, Schedule of Quantities or Drawings, or to qualify his Bid in any way, he shall set out his proposals clearly hereunder, or alternatively, state them in a covering letter attached to his Bid and referred to hereunder, failing which the Bid will be deemed to be unqualified.

PAGE	CLAUSE OR ITERM	DESCRIPTION

SIGNATURE OF BIDDER:.....

DATE: .....

2G. SURETY AND BANK DETAILS

SURETY DETAILS

The Surety we intend providing is from .....

.....

Contact Person .....

Contact Telephone numbers .....

Type of Surety .....

A letter of intent must be attached failure will result in the tenderer being disqualified.

BANK DETAILS

Bank Name .....

Account Number .....

Account Type .....

Contact Person .....

Tel No. .....

Fax No. .....

Address .....

BIDDER'S SIGNATURE .....

2H. COMPANY COMPOSITION

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

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

A. Certificate for Company

I…… chairperson

Of the board of ……

Hereby confirm that by resolution of the board (copy attached) taken on

…… 20….. , Mr/Ms ……

Acting in the capacity of …… was authorised to sign all documents in connection with this tender for Contract NO. **8/2/074/2022-2023** And any contract resulting from it on behalf of the company.

As witnesses:

1. …….. Chairman: ……..
2. …….. Date: ……..

B. Certificate for Partnership

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

……..……....., hereby authorise

Mr/Ms ….....Acting in the capacity of ……

……, to sign all documents in connection with this tender for

Contract **Nº. 8/2/074/2022-2023** and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

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

Authorise Mr/Ms ….....authorised signatory of the company

……, acting in the capacity of lead partner, to sign all documents in connection with this tender for Contract NO. 8/2/002/2024-2025 and any contract resulting from it on, our behalf.

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

Name of Firm	Address	Authorising Name and Capacity	Authorising Signature
Lead Partner:			

D. Certificate for Sole Proprietor

I ……....., ……..hereby confirm that I am

The sole owner of the business trading as ……

As witnesses:

1. …….. Sole Owner: ……..
2. …….. Date: ……..

E. Certificate for Close Corporation

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

……..…….....……, hereby authorise Mr/Ms ……..

acting in the capacity of ……., to sign all to sign all documents in connection with this tender for Contract NO. **8/2/002/2024-2025** And any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

2I. DECLARATION OF INTEREST (KINSHIP, RELATIONSHIP WITH PERSONS EMPLOYED BY NGQUSHWA LOCAL MUNICIPALITY)

In terms of the Municipal Supply Chain Management Regulations, no person or persons employed by the State may be awarded a bid by any municipality.

Any legal person, or persons having a kinship with persons employed by the Ngqushwa LM including a blood relationship, may make an offer in terms of this bid invitation. In view of possible allegations of favouritism, should the resulting bid or part thereof be awarded to persons connected with or related to an employee of Ngqushwa LM, it is required that the bidder or his/her authorized representative declare his position vis-à-vis the evaluating authority and/or take an oath declaring his/her interest, where–

- the legal person on who's behalf the bid document is signed, has a relationship with persons/a person who are/is involved with the evaluation of the bid(s), or where it is known that such a relationship exists between the person or persons for or on who's behalf the declarer acts and persons who are involved with the evaluation of the bid.

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

Do you, or any person have any relationship (family, friend, other) with a person employed with the Amahlathi LM or its Administration and who may be involved with the evaluation, preparation and/or adjudication of this bid 8/2/002/2024-2025

Yes/No

If so, state particulars

Are you or any other person connected with the bid, employed by any organ of State 8/2/002/2024-2025

Yes/No

If so, state particulars

SIGNATURE OF DECLARER **DATE**

POSITION OF DECLARER **NAME OF COMPANY OR BIDDER**

2J. DECLARATION OF INTEREST (IN THE SERVICE OF THE STATE) (MBD 4)

1. No bid will be accepted from persons in the service of the state*.
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 and/or take an oath declaring his/her interest.

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

3.1 Full Name: ……

3.2 Identity Number: ……

3.3 Company Registration Number: ……

3.4 Tax Reference Number: ……

3.5 VAT Registration Number: ……

3.6 Are you presently in the service of the state* **YES / NO**

3.6.1 If so, furnish particulars.

……

……

3.7 Have you been in the service of the state for the past twelve months 8/2/002/2024-2025 **YES / NO**

3.7.1 If so, furnish particulars.

……

……

3.8 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 8/2/002/2024-2025

3.8.1 If so, 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.

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid 8/2/002/2024-2025

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state 8/2/002/2024-2025 **YES / NO**

3.10.1 If so, furnish particulars.

……

……

3.11 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state 8/2/002/2024-2025 **YES / NO**

3.11.1 If so, furnish particulars.

……

……

CERTIFICATION

I, THE UNDERSIGNED (NAME) ……

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

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

FALSE.

……..
Signature

……..
Date

…….
Position

……
.
Name of Bidder

2K. DECLARATION (VALIDITY OF INFORMATION PROVIDED)

I…….declare that the information provided is true and correct, the signature to the bid document is duly authorised and documentary proof regarding any bidding issue will, when required, be submitted to the satisfaction of the Ngqushwa Municipality.

……..

SIGNATURE OF DECLARER **DATE**

……..

POSITION OF DECLARER **NAME OF COMPANY OF BIDDER**

Should the bidder have, in the opinion of the Ngqushwa LM, acted fraudulently illegally, in bad faith or in any improper manner, misrepresented itself with regard to the bid, then the Ngqushwa LM may, in its sole discretion:

* Ignore any bids without advising the bidder thereof
* Cancel the contract without prejudice to any legal rights the Ngqushwa LM may have

Should the bidder disregard this or conduct affairs in a way that transgresses from good business practices, this could seriously impair future business relations between the Ngqushwa Municipality and such bidder.

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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 as a company or person prohibited from doing business with the public sector (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied).**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	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) s **Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).**	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	r 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 ☐
4.5.1	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.

MBD 9

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

MBD 9

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.**

MBD 9

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

……	……
Signature	Date
……	……
Position	Name of Bidder

ADJUDICATION OF BIDS

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

ADJUDICATION OF BIDS ON POINTS BASIS

Information provided should be as comprehensive as possible as the Bidder's approach to this subject will be an important criterion in the Bid adjudication process. Failure to provide the information could prejudice a Bid.

Responsive Bids will be adjudicated by NGQUSHWA LOCAL MUNICIPALITY in two stages, Stage 1 for the adjudication using the Quality criteria (as spelt out in F.3.8 and tender data) and Stage 2 using a system which awards points on the following basis:

- Price 80
- Specific Goals…….....20

The Bid obtaining the highest amount of points will be awarded the Contract unless extenuating circumstances dictate otherwise. Points scored will be rounded off to one decimal place.

In the event of equal points scored, the contract will be awarded to the Bidder with the higher Specific Goals points. In the event where two or more Bids still score the same number of points even after the above criterion has been applied, the contract will be awarded through the drawing of lots.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001

This preference form must form part of all bids invited.

1. GENERAL CONDITIONS

The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 000; and
- the 90/10 system for requirements with a Rand value above R50 000 000 000.

The value of this bid is estimated to less than R50 000 000 and therefore the 80/20 system shall be applicable.

Adjudication Points for this bid shall be awarded for:

(a) Price; and
(b) Specific Goals

THE POINTS FOR THIS BID ARE ALLOCATED AS FOLLOWS:

		POINTS
1.3.1.1	**PRICE**	**80**
1.3.1.2	**Specific Goals**	**20**

The specific goals allocated points in terms of this tender	Number of points allocated
(80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system)
(To be completed by the tenderer)	What must be submitted to claim points.
Black (HDI)	5 Points
Women	5 Points
Youth	5 Points
LED	5 Points

Bidders whose annual turnover does not exceed R5 million are Exempted Micro Enterprises in terms of the Broad-Based Black Economic Empowerment Act 53 of 2003, and must submit a certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporations Act 69 of 1984) or an accredited verification agency . Bidders to submit certified copies thereof, substantiati. B-BBEE status level verification certificates will only be considered if they were issued either by verification agencies accredited by the South African Accreditation System (SANAS) or by registered auditors approved by the Independent Regulatory Board of Auditors (IRBA).

Total points for Price and Specific Goals must not exceed 100.

1.4 Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.

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

2. GENERAL DEFINITIONS

2.1.1 **"Acceptable bid"** means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.

2.1.2 **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.

2.1.3 **"Comparative price"** means the price after the factors of non-firm price and all unconditional discounts that can be utilised have been taken into consideration.

2.4.1 **"Consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.

2.4.2 **"Contract"** means the agreement that results from the acceptance of a bid by an organ of state.

2.4.3 **"Specific contract participation goals"** means the goals as stipulated in the Preferential Procurement Regulations 2001.

2.6.1 In addition to above-mentioned goals, the Regulations [12.(1)] also make provision for organs of state to give particular consideration to procuring locally manufactured products.

2.6.2 **"Control"** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.

2.6.3 **"Disability"** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

2.9.1 **"Equity Ownership"** means the percentage ownership and control, exercised by individuals within an enterprise.

2.10**"Historically Disadvantaged Individual (HDI)"** means a South African citizen

(1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) (Act No 200 of 1993) ("the interim Constitution); and/or

(2) who is a female; and/or
(3) who has a disability:

provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI;

2.10.1 **Management"** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

2.10.2 **"Owned"** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.

2.13 **"Person"** includes reference to a juristic person.

2.14 **"Rand value"** means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.

2.15 **"Small, Medium and Micro Enterprises (SMMEs)** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).

2.16 **"Sub-contracting"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

2.17 **"Trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

2.18 **"Trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

THE CONTRACT

C1.1 AGREEMENT AND CONTRACT DATA

Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a Contract for

BID: CONSTRUCTION OF NGQUSHWA MUNICIPAL OFFICES
BID No. 8/2/002/2024-2025

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

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

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

. . . . . ……..

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

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

Signature Date

Name Capacity

for the tenderer

(Name and address of organization)

Name and signature of witness

Acceptance

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

The terms of the contract, are contained in:

Part C1:	Agreements and contract data, (which includes this agreement)
Part C2:	Pricing data
Part C3:	Scope of work.
Part C4:	Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 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 bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature	Date
Name	Capacity

For The Employer

Ngqushwa Municipality
Erf 313
Main Road
Peddie
5640

Name and signature of witness

Date:

Schedule of Deviations

1 Subject:.. . . ..

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

2 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

3 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

4 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

5 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

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

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.

C1.2 Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

The following standardized General Conditions of Contract:

General Conditions of Contract for Construction Works (Third Edition) 2015, prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and from the General Conditions of Contract for this contract. Copies of these conditions of contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

The General Conditions of Contract 2015 make several references to the Contract Specific Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Specific Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

CONTRACT SPECIFIC DATA

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

Clause 1.1.1.13:

The Defects Liability Period is 3 months.

Clause 1.1.1.14:

The time for achieving Practical Completion is 6 months

Clause 1.1.1.15:

The **Employer** is the **Ngqushwa Local Municipality**, represented by the Municipal Manager and/or such other person or persons duly authorised thereto by the Employer in writing.

Clause 1.1.1.16:

The name of the **Engineer** is **Kukho Consulting Engineers**
Clause 1.2.1.2:

The address of the Employer is

Erf 313, Main Street
Peddie
5640

and is referred to in this Contract Document by the terms "Employer", or "NgqushwaLocal Municipality" as the context provides.

Clause 1.1.1.26:

The Pricing Strategy is Re-measurement Contract and plant hiring contract.

Clause 5.3.1:

The documentation required before commencement with Works execution are:
Health and Safety Plan (refer to Clause 4.3), approved by an appropriately qualified practitioner
Initial programme (refer to Clause 5.6)
Security (refer to Clause 6.2)
Insurance (refer to Clause 8.6)

Clause 5.3.2:

The time required to submit the required documentation before commencement with Works execution is 14 days.

Clause 5.8.1:

The non-working days are Sundays
The special non-working days are (1) public holidays and
(2) the days on which the construction industry normally shuts down around the 16th December and the first Monday of the subsequent year

Clause 5.13.1:

The penalty for failing to complete the Works is R1 500 per day.

Clause 5.16.3:

The latent defect period is 10 years.

Clause 6.5.1.2.3:

The percentage limit allowance to cover overhead charges is 15%.

Clause 6.10.1.5:

The percentage advance on materials not yet built into Permanent Works is 80%.

Clause 6.10.3:

The limit of retention is 5% of the Contract Price.

Clause 6.11:

Delete Clause 6.11.

Clause 8.6.1.1.2:

The value of Plant and materials supplied by the Employer to be included in the insurance sum is R0.00.

Clause 8.6.1.1.3:

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is 10% of the value of the repairs.

Clause 8.6.1.3:

The limit of indemnity for liability insurance is R5 000 000.

Clause 10.4:

Dispute resolution is to be by means of an amicable settlement procedure known as mediation.

Clause 5.12.2.2:

No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal Climatic Conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities as reflected in the programme exceed the number of days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the provisions of that Clause.
The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work.

Month	**Expected number of working days to be lost as a result of normal rainfall**
January	3
February	3
March	3
April	3
May	2
June	2
July	2
August	2
September	2
October	3
November	3
December	3
TOTAL	31 days

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced.

Should an extension of time be granted by the Engineer, such extension of time will be used to adjust the Due Completion Date or set against any over-provision that may have occurred in the abovementioned schedule.

It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.

Part 2: Data provided by the Contractor

Clause 1.1.1.9:

The name of the Contractor is ……

Clause 1.2.1.2:

The address of the Contractor is:

Physical Address: Postal Address

Telephone: …… Fax……..

Email address: ……..…

Clause 6.2.1:

Type of security (VAT excluded)	Contractor's Choice (indicate "Yes" or "No")
Cash deposit of 10% of Contract Sum	
Payment reduction of 10% of the value certified in the payment certificate.	

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

SIGNED ON BEHALF OF TENDERER: . . . . . .

C1.3 Performance Guarantee

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: …….

Physical Address: …….

"Employer" means: **Ngqushwa Local Municipality**

"Contractor" means: ……

"Engineer" means:

"Works" means: **CONSTRUCTION OF NGQUSHWA MUNICIPAL OFFICES**

"Site" means: the land and other places made available by the Employer, for the purposes of the Contract, on, under, over, in or through which the Works are to be executed

"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 (where applicable) or R……

Amount in words: ……

"Guarantee Sum" means: The maximum aggregate amount of R …….

Amount in words: …….

"Expiry date" means: ……

CONTRACT DETAILS

The Engineer issues: Interim Payment Certificates, Final Payment Certificate and Certificate of 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 Performance Guarantee up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer 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 Engineer 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) calendar 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 the first written demand from the Employer to the Guarantor at the Guarantor's physical address calling upon 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 upon in terms of 5; or

5.2 a provisional of 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 the 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 the 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 the 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 at ……

Date ……

Guarantor's representative (1) ……

Guarantor's signatory (1) ……

Capacity …….

Guarantor's representative (2) ……

Guarantor's signatory (2) ……..

Capacity ……..

Witness name (1) ……..

Witness signatory (1) ……..

Witness name (2) ……..

Witness signatory (2) ……..

PRICING INSTRUCTIONS

C2.1 Pricing Instructions

1. Units, symbols, meaning of terms Units of measurement, symbols The units of measurement are metric units as standardised by the "Système International d'Unités" (SI). Note that the comma is the decimal indicator in Europe and South Africa, formally adopted by the ISO and the IEC as well, and that numerals are grouped into groups of three for readability, separated by a space, e.g. 1 233,55. The following unit symbols (not abbreviations) are used in this document: ºC degrees Celsius L litre g gram m metre Hz Hertz m 2 square metre h hour m 3 cubic metre d day kN kilonewton mm millimetre kPa kilopascal MPa megapascal kW kilowatt t tonne

2. The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in these Bills of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimeter
m^2	=	square metre
m^2-pass	=	square metre-pass
m^3	=	cubic metre
m^3-km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day=		Work day

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

4. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.

5. It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)

6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items

7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.

8. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.

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

10. The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.

11. The project is a multi-year project, therefore rates in the Bill of Quantities should accommodate the security and and protection of the works.

C2.2 Bills of Quantities

SQ1 PREAMBLE TO SCHEDULE OF QUANTITIES

SQ1.1 General

SQ1.1.1 The General Conditions of Contract, the Special Conditions of Contract, the Specifications (including the Project Specification), and the Drawings are to be read in conjunction with the Schedule of Quantities.

SQ1.1.2 (a) The Schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of temporary and permanent works.

(b) The Tenderer is at liberty to insert a rate of his own choosing for each item in the Schedule and his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional works carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates inserted in the schedules by the Contractor.

(c) Clause 8 of each standardised specification and the measurement and payment clause of each particular specification, read together with the relevant clauses of the Project Specification, set out what ancillary or associated activities are included in the rates for the operations specified.

SQ1.1.3 Descriptions in the schedule of quantities are abbreviated and the schedule has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities*. Should any requirement of the measurement and payment clause of the applicable standardised specifications, or the Project Specification, or the particular specifications, conflict with the terms of the schedule or, when relevant, Civil Engineering Quantities*, the requirements of the standard project, or particular specification, as applicable, shall prevail.

SQ1.1.4 Unless otherwise stated, items are measured nett in accordance with the Drawings, and no allowance has been made for waste.

SQ1.1.5 The prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive prices to the Employer, excluding VAT, for the work described under the several items. Such prices shall cover all costs and expenses that may be required in and for the construction of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based.

SQ1.1.6 A price or rate is to be entered against each item in the Schedule of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the schedule.

SQ1.1.7 The Tenderer shall price each item in the Schedule of Quantities in **ink (preferably black)**.

SQ 2 TENDERED SUM

The Tenderer shall base his tendered rates and prices in the Schedule of Quantities on fulfilling and complying with all the requirements of the Tender Document. The Tender Sum stated in the Tender shall be computed from these rates and prices.

SQ 3 VALUE-ADDED TAX

All prices shall be quoted in the currency of the Republic of South Africa. The tendered rates shall exclude Value-Added Tax, but shall include all District Council levies and all other taxes and duties.

Provision has been made on the summary page of the Schedule of Quantities for the addition of VAT.

SQ 4 ACCURACY OF QUANTITIES STATED IN THE SCHEDULE

The numerical quantity stated against each item in the Schedule is approximate and does not necessarily represent the actual amount of work to be done. The Contractor is not to place his orders for material based solely on these quantities.

SQ 5 CONTRACTS SUBJECT TO THE CONTRACT PRICE ADJUSTMENT CLAUSE GCC 49

The Tenderer shall have allowed in his tendered rates and prices for the recovery of District Council Levies applicable to the Base month of the tender.

INSERT BILL OF QUANTITIES, TOGETHER WITH SUMMARY BEHIND THIS PAGE

SCOPE OF WORK

C3.1 DESCRIPTION OF THE WORKS

1.1 Employer's objectives

The project entails construction of Ngqushwa Municipal Ofiices facility.

1.2 Overview of the works

The project entails construction of Municipal Office Structure with an area of 143 m², Furnishing of the offices.

1.3 Extent of the works

The Contract includes the following construction work:

- Foundation excavation
- All concrete works
- All brickwork
- Plastering
- Roof Structure
- Flooring
- Carpentry & Joinery
- Fencing
- Concrete walkways
- Electrical and Mechanical works
- Provision of Office Funiture

The above description is not necessarily complete and shall not limit the work to be carried out.

1.5 Location of the works

The proposed site for the Ngqushwa Municipal offices facilities is in Peddie Town in Ward 8

1.6 Temporary works

The Contractor shall at all times ensure that his operations do not endanger any member of the public. All operations shall be in terms as specified in the Occupational Health and Safety Act as well as per the Construction Regulations.

2 Drawings

The following drawings are provided by the Engineer.

TITLE

Locality Map
Offices Plans
Nameboard

3 Procurement

3.1 Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the preference schedule.

3.2 Scope of mandatory subcontract work

The Tenderer is also to refer to the mandatory requirements regarding use of local labour and labour intensive construction methods.

4 Applicable SANS Standards for Construction Works

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

SANS 10396: 2003: Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures

SANS 1914-1 (2002): Targeted Construction Procurement

SANS 1921-1 (2004): Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works

SANS 1921-6 (2004): Construction and Management Requirements for Works Contracts Part 6: HIV / AIDS Awareness

5. Applicable National and International Standards

The Standard Specifications for Building Works is SANS 2001-Construction Works, used in conjuction with PW371-A Edition 2.1 (Specification of materials and Methods to br used – Developed by the Department of Public Works).

6. Particular / Generic specifications

The following Project Specifications and Particular Specifications apply:

PS 1 GENERAL DESCRIPTION

The works comprise construction of office facility.
.

PS 2 DESCRIPTION OF SITE AND ACCESS

The location map shows the locations of the various aspects. Access to the site is, in the main, via the existing surfaced roads.

PS 3 DETAILS OF CONTRACT

The Contract includes the following construction work:

- Foundation excavation
- All concrete works
- All brickwork
- Plastering
- Roof Structure
- Flooring
- Carpentry & Joinery
- Fencing
- Concrete walkways
- Electrical and Mechanical works
- Provision of Office Funiture

The above description is not necessarily complete and shall not limit the work to be carried out.

PS 4 CONSTRUCTION PROGRAMME

The time for completion on this Contract is as shown in the Contract Specific Data, and includes the allowance for inclement weather. All statutory holidays for the Civil Engineering Industry falling within the authorised Contract period, will be allowed as extensions to this period, but the Contractor will not be paid additional Time-Related charges for these days.

The Contractor shall submit a preliminary programme with his Bid indicating the main activities to be carried out.

Any work carried out prior to approved sureties and proof of insurances being submitted will be at the Contractor's risk. The start and completion dates of the Contract will however not be adjusted due to late submission of approved sureties.

The Contractor shall submit to the Engineer within 14 days of receiving the Letter of Acceptance from the Employer, a detailed programme setting out clearly the sequence of work, and the resources which he intends to use, and a projected cashflow for the various sections of the work. The programme shall be submitted in the form of a bar chart. The quantity of work applicable to each bar item as well as the rate, at which the work will be completed, shall be shown on each bar.

If the programme is to be revised by reason of the Contractor falling behind his programme, he shall produce a revised programme showing modifications to the original programme necessary to ensure completion of the works or any part thereof within the time of completion as defined or any extended time granted. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by providing more labour and plant on site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit, or work according to the approved programme or revised programme, shall be sufficient reason for the Employer to take steps as provided for in Clause 58 of the General Conditions of Contract.

The approval by the Engineer of any programme shall have no contractual significance, other than that the Engineer would be satisfied if the work is carried out according to such programme, and that the Contractor undertakes to carry out the work in accordance with the programme. It shall not limit the right of the Engineer to instruct the Contractor to vary the programme should circumstances make this necessary.

PS 5 SITE FACILITIES AVAILABLE

PS 5.1 Source of Water Supply

The Contractor shall make his own arrangements for the provision of water for domestic use, site works and that, which is required for compaction purposes.

The Contractor shall take note that no direct payment will be made for any costs incurred for the provision of a water supply point, nor for the cost of water drawn. Payment for the aforementioned shall be deemed to be covered by the rates and price tendered and paid for the various items of work included under the Contract.

The Contractor shall make himself thoroughly acquainted with the regulations relating to the use of water in the area and shall take adequate measures to prevent the wastage of water.
The Employer accepts no responsibility for a shortage of water at the allocated supply point due to any cause whatsoever, nor for additional costs incurred by the Contractor as a result of such shortage.

PS 5.2 Source of Power Supply

The Contractor shall make his own arrangements regarding the supply of electricity. The Contractor shall take note that no direct payment will be made for any costs incurred for the provision of a power supply point, nor for the cost of electricity drawn. Payment for the aforementioned shall be deemed to be covered by the rates and price tendered and paid for the various items of work included under the Contract.

PS 5.3 Location of Site Camp and Materials Storage Area

The Contractor shall establish his site camp and materials storage area at a mutually acceptable location as approved by the Engineer. The Contractor shall confine his camp and storage of materials to the areas designated or approved by the Engineer. The camp must be kept clean and tidy and, on completion of the construction works, the Contractor shall re-instate the areas to the Engineer's satisfaction.

PS 6 SITE FACILITIES REQUIRED

PS 6.1 Engineer's Site Facilities

An office for the Engineer is required. The type of office required for the Engineer is specified in relevant section of the project specifications. Site Meetings will be held in the Contractor's site office.

PS 6.2 Laboratory Facilities

Not required

PS 6.3 Sanitary Facilities for the Contractor's Staff

The Contractor shall supply chemical toilets for use by his employees and temporary workers and shall be entirely responsible for maintaining such toilets in a clean and sanitary condition to the satisfaction of the Engineer and the health authorities. The number of toilets shall be based on one toilet per fifteen personnel

on site and the Contractor shall make his own arrangements and pay all charges for the removal of sewage. Under no circumstances will the Contractor's staff be allowed to use public toilet facilities.

PS 6.4 Telephone Facilities

The Engineer will use his own cellular and office telephones for this Contract. Accounts for use of the said telephones will be submitted to the Contractor for payment up to the maximum provisional sum allowed for in the Bill of Quantities.

PS 6.5 Accommodation for Employees

The Contractor shall make his own arrangements for the accommodation of his employees.

PS 6.6 Security of Contractor's Site Camp

Security of the Contractor's site camp will be the Contractor's own responsibility and no additional payment will be made if additional security measures need to be taken during the Contract.

PS 7 FEATURES REQUIRING SPECIAL ATTENTION

PS 7.1 Construction Method

It is a requirement of this Contract that labour intensive construction methods be utilised wherever possible and the Contractor shall therefore be required to plan his activities to maximise the use of local labour and small Contractors. The principal Contractor is to negotiate with the small Contractors to conduct portions of the works as sub-contractors. The Client is to approve the appointment of each sub-contractor. It will be the principal Contractor's responsibility to empower and train the small contractors on the site. The Contractor is to take care that the elements of work which he intends to allow small contractors to perform will not impact negatively on the critical path of the Construction Programme. If there is non-performance by the sub-contractor, claims for extension of time will not be entertained in this regard. The rates tendered shall cover the full cost of complying with the above requirements. Details of the proposed utilisation of small sub-contractors are to be included in the Bid.

The Contractor shall take note that the resident community of the affected villages may have the expectation that work in their area will be undertaken using a workforce drawn from their area.

To avoid any problems in this regard the Contractor shall use the community facilitators employed, the Community Liaison Officer to timeously reach mutually acceptable employment agreements with any affected communities.

PS 7.2 Communication with Residents

A Project Steering Committee will be formed from the interested and affected parties to act as the communication channel between the Contractor and the residents. This Project Steering Committee will also be assisted by the Community Liaison Officer appointed by the Contractor.

The Contractor shall use the Labour Liaison Officer, and the Project Steering Committee to timeously reach mutually acceptable employment agreements with the affected communities.

PS 7.3 Machine and Hand Operations

Machine Operations:

The following are the anticipated construction methods to be used by the Contractor for the implementation of the project.

- Importation of materials from commercial sources
- Spreading of material obtained from commercial sources
- Compaction and processing of this material
- Hard rock excavation

Hand Operations:

- Clearing and grubbing of the site
- Excavation
- Concrete work
- Spreading of pavement materials

The use of mechanical equipment for any other activities will be permitted only with approval of the Engineer.

PS 7.4 Empowering Emerging Sub-Contractors and Local Labour

It is the intention to make the maximum possible use of the local labour force, which is at present unemployed. Local is defined as the area within the boundaries of Ward 8 in Peddie Town.

The Contractor shall be expected to limit the use of non-local persons to this permanent core of key personnel only and shall submit with his Bid, a statement that details his intention with respect to the employment and training of local labour as well as listing the number of key personnel. Reference is made to the list of Returnable Documents. The statement will be taken into consideration in the adjudication of the tender. Of special relevance will be the Contractor's intentions with respect to the employment and training of potential small sub-contractors.

PS 7.5 Public Safety

The Contractor shall, at all times, ensure that his operations do not endanger any member of the public. The Contractor shall take special precautions to prevent public access to any danger areas on the Works, e.g. by temporary barricading and/or fencing. All barricading and trench shoring are to be in terms as specified in the Occupational Health and Safety Act as well as per the Construction Regulations. No street crossing shall be left open over night and temporary cross over access shall be provided to all stands affected.

PS 7.6 Sand and dust control

The Contractor shall, for the duration of the Contract, take appropriate measures to control the dust and soil movement which may arise due to his operations.

PS 7.7 Existing Services

The Contractor shall ensure that, prior to construction, all the necessary Record Drawings for all services have been obtained and verified by the relevant Service Providers in the Contractor's presence.

The Contractor shall take whatever precautions are required to protect existing services from damage during the period of the Contract. Any damage to, and resulting damage from activities resulting in loss, on services indicated on the drawings shall be for the Contractor's account.

PS 7.8 Control Testing

The Contractor is required to carry out his own control testing. The results of these control tests together with the location of the tests shall be submitted to the Engineer for approval. No payments will be made without this information.

The Engineer may order that additional tests be carried out from time to time. A provisional sum is allowed for these additional tests. The cost of any additional tests that might fail, together with the remedial work ordered by the Engineer will be for the account of the Contractor.

PS 8 SPOIL SITE

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled at a site located by the Contractor and approved by the Engineer.

PS 9 CONSTRUCTION REGULATIONS, 2003

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2003 (the regulations) as promulgated in Government Gazette No 25207 and Regulation Gazette No 7721 of 18 July 2003. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for the suspension of the Works by the Engineer.

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, the Bill of Quantities, the Drawings, and in the Employers' health and safety specification (regulation 4(1) of the Construction Regulations 2003), which is bound into the Contract document.

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 with the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

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.

PS 10 LABOUR INTENSIVE WORK

The guiding principles upon which this is based include:-

- Create employment opportunities for the local community
- Emphasis be given to the employment of women who are the single head of households and have dependants.
- Employment opportunities be given to local emerging Sub Contractors.

In line with the above, the following targets have been set in order to reach objectives and this contract will be subject to these targets:

- **Labour intensive methods of construction** are to be used with a minimum of **30%** of the project budget (i.e. contract award value) to be spent on local community labour.

- **Women** are to make up at least **20%** of the **Total Local Labour** employed on each project with an emphasis on "Women who are the single head of households and have dependants".

- **Disabled persons** are to make up at least **1.5%** of the **Total Local Labour** employed.

- **Youth** (above school going age and below 36) are required to make up at least **15%** of the **Total Local Labour** employed.

The Contractor shall therefore be required to plan his activities to maximise the use of local labour. Local is defined as the area within the municipal boundaries of the project. The rates tendered shall cover the full cost of the all labour intensive work.

Furthermore, the Tenderer is required to complete the statement of intent relating to the use of local labour. This statement is required to indicate the methods which the contractor intends employing to achieve the employment targets. the contractor shall be expected to limit the use of non-local persons to his permanent core of key personnel only. The table ATTACHED IN the list of Returnable Documents should also be completed in full for tender purposes. The statement will be taken into consideration in the adjudication of the tender.

PS 11 FINISHING AND TIDYING

The Contractor shall take note that progressive and systematic finishing and tidying will form an essential part of this Contract. On no account shall spoil, rubble, material, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily be a hindrance to or impede the activities of others. In the event of this occurring the Employer shall have the right to withhold payment for as long as may be necessary in respect of the relevant work in the area(s) concerned.

PS 12 RECORDING OF WEATHER

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer's representative for his signature no later than 12 days after rain that is considered to justify an extension of time occurs.

PS 14 UNAUTHORISED PERSONS

The Contractor shall keep unauthorized persons from the works at all times Under no circumstances may any person except guards be allowed to sleep on the building site.

PS 15 MANAGEMENT MEETINGS

The Contractor is to allow in his rates to attend the following management meetings

- 1 Site Meeting per month
- 1 Community Meetings per month
- 1 Health and Safety audit meeting per month
- 1 Health and Safety monitoring meeting per month

PS 16 FORMS FOR CONTRACT ANDMINISTRATION

The Contractor will be required to keep, as a minimum, the following records on site for the duration of the Contract

- Site Diary
- Site Request book
- Site Instruction book
- Occupational Health & Safety file

PS 17 ELECTRONIC PAYMENTS

Amahlathi Local Municipality will decide on the method of payment.

PS 18 DAILY RECORDS

The Contractor will be required to keep, as a minimum, the following daily records on site for the duration of the Contract

- Plant on site
- Personnel on site
- Weather conditions
- Safety issues
- Work activities conducted

PS 19 PAYMENT CERTIFICATES

The Contractor is required to submit the following information with payment certificates to expedite verification and certification by employer.

- Proof of payment of local labour
- Proof of payment of suppliers
- Proof of ownership of materials on site

PS 20 PERMITS

No permits are required to carry out the normal construction activities

PS 21 PROOF OF COMPLIANCE WITH THE LAW

Requirements for compliance with CIDB registration and a SARS Certificate of Good Standing are to be provided with the Bid.

C3.2 STANDARDIZED SPECIFICATIONS

PROJECT/WORK SPECIFICATION

Notes to Tenderer

1. The Standard Specifications for Building Works is SANS 2001-Construction Works, used in conjuction with PW371-A Edition 2.1 (Specification of materials and Methods to be used – Developed by the Department of Public Works).

2 The General Conditions of Contract applicable to this contract are the "General Conditions of Contract for Work of Civil Engineering Construction" (2015) issued by the South African Institution of Civil Engineering and the necessary amendments to the Standard Specifications have been made and included in the Project Specifications contained in this document.

3 The terms "Schedule of Quantities", (used throughout the Standard Specifications) and "Bill of Quantities", (used in all other documents forming part of this contract), are synonymous.

4 The terms "Project Specifications" and "work Specifications", are synonymous.

C3.1 CONSTRUCTION

WORK SPECIFICATION

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1.EARTHWORKS .....
2.CONCRETE WORKS .....
3 MASONRY .....
4 STRUCTURAL TIMBERWORK .....
5 STRUCTURAL STEELWORK .....
6 INSULATION, SEALANTS, SEALS .....
7 ROOF COVERING, CLADDING .....
8 WATERPROOFING .....
9 CEILINGS, LININGS, PARTITIONS, ACCESS FLOORING .....
10 WINDOWS, DOORS, CURTAIN WALLS, SKYLIGHTS, SOLAR CONTROL .....
11 PLASTER, SCREEDS, TOPPINGS, TERRAZZO .....
12 TILING .....
13 FLOOR COVERINGS, WALL LININGS .....
14 PAINTING, PAPERHANGING .....
15 FURNITURE, EQUIPMENT, STAIRS, ARCHITECTURAL METALWORK .....
16 HARDWARE .....
17 GLAZING .....
18 DRAINAGE, SEWERAGE, WATER AND GAS SUPPLY, FIRE EQUIPMENT, SANITARY PLUMBING
19 ELECTRICAL WORKS .....
20 MECHANICAL WORKS .....
21 EXTERNAL WORKS .....

PART A: STANDARD SPECIFICATIONS

South African National Standard specification data required by SANS 2001 Construction Works standards without which the specification is incomplete. Specification data listed in PW371 is simplified and generally accepts default values or requirements – consult Annex A of the relevant SANS 2001 standard for the complete list

Units, symbols, meaning of terms NOTE: Data required by SANS materials and product standards, listed in Annex A of each standard as "Notes to Purchasers", are deemed specification data in both parts of PW371.

The General Conditions of Contract applicable to this contract are the "General Conditions of Contract for Work of Civil Engineering Construction" (2015) issued by the South African Institution of Civil Engineering and the necessary amendments to the Standard Specifications have been made and included in the Project Specifications contained in this document.

The terms "Project Specifications" and "work Specifications", are synonymous.

PART B: MATTERS RELATING TO THE STANDARD SPECIFICATIONS

B1 PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS AND ADDITIONAL SPECIFICATIONS

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

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

3. The tenderer shall note that the standard SANS 2001 Construction Works specification is based on the SANS 2001/PW371 General Conditions of Contract. References to specific SANS 2001/PW371 General Conditions of Contract clauses will need to be exchanged for the equivalent clause in the General Conditions of Contract for Construction Works" (2015) as amended and the Contract Data. The employer assumes no responsibility for the contractor's interpretation of which are the correct relevant clauses and the contractor shall be deemed to have indemnify the employer against incorrect interpretation from SANS 2001/PW371 general condition of contract to these general condition of contract (GCC 2015) applicable to this contract.

PART B2: PROJECT SPECIFICATIONS

INSERT - CONSTRUCTION WORKS: SPECIFICATIONS (PW371-Editon 2.1)

(OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993) HEALTH AND SAFETY SPECIFICATION

CONTENTS

1. SCOPE
2. DEFINITIONS
3. TENDERS
4. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK
5. RISK ASSESSMENT
6. APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS
7. APPOINTMENT OF SAFETY PERSONNEL
8. RECORDS AND REGISTERS
9. CONTRACTOR'S RESPONSIBILITIES
10. MEASUREMENT AND PAYMENT

ANNEXURES:

ANNEXURE 1: CHECKLIST OF SAFETY ASPECTS ON THE SITE OF WORKS
ANNEXURE 2: EXAMPLE OF AGREEMENT IN TERMS OF SECTION 37(2) OF THE OHSA ACT No 85 OF 1993
ANNEXURE 3: PRO FORMA LETTER OF NOTIFICATION IN TERMS OF REGULATION 3 OF THE OHSA CONSTRUCTION REGULATIONS 2003

OHSA (OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993) HEALTH AND SAFETY SPECIFICATION

1. SCOPE

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

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2015, and all other safety codes and specifications referred to in the said Construction Regulations.

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

2. 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 2015. "**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.

(c) **"Mandatory"**, wherever used in the contract, includes an agent, a contractor or a subcontractor for work, but without derogating from his status in his own right as an employer or user.

For the purpose of this contract the **Contractor** will, in terms of the agreement contemplated in Section 37(2) of OHSA 1993, be the mandatory, responsible to comply with all provisions of OHSA 1993 and the Construction Regulations 2003.

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

3. TENDERS

The Contractor shall submit the following with his tender:

(a) a documented Health and Safety Plan as stipulated in Regulation 5 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2003, the OHS Act, Clients Health and Safety Specifications and will be subject to approval by the Employer; The Health and Safety Plan must clearly states the policy of the company concerning the protection of the Health and Safety of his employees at work, the scope of the project and the review of the Health and Safety Plan.

(b) 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;

(c) a declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.

(d) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations and the OHS Act.

4. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

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

(a) the demolition of structures and dismantling of fixed plant of height of 3,0 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 as Annexure A in the Construction Regulations (a copy is attached to this safety specification as Annexure 3)

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

5. 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 appointed in writing and the risk assessment shall form part of the health and safety plan to be applied on the site. *(Refer Regulation 7 of the Construction Regulations 2003).*

The risk assessment shall identify(all loss exposures), evaluate(the risk in each exposure) , develop(plan), implement(plan) and monitor 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, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

6. APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

6.1 Health and Safety plan

The Contractor shall appoint his employees and any subcontractors 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 subcontractors and employees are committed to the implementation of his Safety Plan. To this end the Employer, or the Engineer or Agent on his behalf, will, in terms of Regulations 4(1)(d) and 5(3)(c), carry out audits on a regular basis to ensure that the Contractor as well as any subcontractors in his employ, do implement the Contractor's Safety Plan as well as the Employer's Safety Specifications in accordance with the Construction Regulations.

6.2 Health and safety induction training

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work and ensure that all employees are informed regarding all hazards as stipulated in the risk assessment. 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 Employer or the Engineer on his behalf, will carry out audits from time to time to ensure compliance by the Contractor.

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

7. APPOINTMENT OF SAFETY PERSONNEL

7.1 Construction Supervisor

The Contractor shall appoint a full-time **Construction Supervisor** with the duty of supervising the performance of the construction work. *[Refer Regulation 6(1)]*.

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.

7.2 Construction safety officer

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time **Construction Safety Officer** if so decided by the Inspector of the Department of Labour. The Safety Officer shall have the necessary competence and resources to perform his duties diligently. *[Refer Regulation 6(2)]*

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 Engineer.

7.3 Health and safety representatives

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

The number of health and safety representatives for a workplace shall be at least one for every 100 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 base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

7.4 **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 recommendations and reports made by the committee.

7.5 **Competent persons**

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

(a) Risk assessment and induction training as described in Regulation 7 of the Construction Regulations;

(b) Fall protection as described in Regulation 8;

(c) Formwork and support work as described in Regulation 10;

(d) Excavation work as described in Regulation 11;

(e) Demolition work as described in Regulation 12;

(f) Scaffolding work as described in Regulation 14;

(g) Suspended platform operations as described in Regulation 15;

(h) Batch plant operations as described in Regulation 18;

(i) Explosive powered tools in Regulation 19

(j) Construction vehicle and mobile plant inspections on a daily basis by a competent person as described in Regulation 21(1);

(k) Control of all temporary electrical installations on the construction site as described in Regulation 22.

(l) Stacking and storage on construction sites as described in Regulation 26; and

(m) Inspections of fire equipment as described in Regulation 27.

(n) Use and temporary storage of flammable liquids on construction sites in Regulation 23.

(o) Water Environments in Regulation 24.

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.

8. RECORDS AND REGISTERS

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

(a) A copy of the OHSA(Occupational Health and Safety Act) No 85 of 1993 and Construction Regulations 2003 in order for Health and Safety Representatives and other employees to study (GAR 3) General Administrative Regulations.

(b) A copy of the Client's Health and Safety Specification;

(c) A copy of the Contractor's Health and Safety Plan (Regulation 4);

(d) A copy of the Notification of Construction Work (Regulation 3);

(e) A health and safety file in terms of Regulation 5(7) with inputs by the Construction Safety Officer [Regulation 6(7)];

(f) A copy of the risk assessment described in Regulation 7;

(g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 8;

(h) Drawings pertaining to the design of structures [Regulation 9(3)] and formwork and support work structures [Regulation 10(d)];

(i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site [Regulation 11(3)(h)];

(j) A copy of the certificate of the system design for suspended platforms [Regulation 15(3)];

(k) Suspended platforms must be registered and inspection and performance test must be recorded and kept on site [Regulation 15 (11).

(l) Medical Certificates of fitness must be recorded [Regulation 15(12)(a)

(m) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists [Regulation 7(5)].

(n) Maintenance records of material hoists and inspection/examination results must be kept in a record book to be kept on site [Regulation 17(8)];

(o) A record of any repairs to or maintenance of a batch plant must be kept on site [Regulation 18(9)];

(p) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used [Regulation 19(2)];

(q) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant [Regulation 21(1)(j)].

(r) Electrical equipment checked and register kept [Regulation 22(d)]

(s) Health and Safety Representatives Reports and endorsed by the supervisor must be kept on site [GAR 4.]

(t) Health and Safety Committee minutes available and endorsed to be on site [GAR 4(a, b, c)].

(u) Recording of accidents and incidents [GAR 8 (1)(2)]

9. CONTRACTOR'S RESPONSIBILITIES

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

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatary (employer) for the contract under consideration. A pro forma agreement is attached to this specification as Annexure 2. The pro forma agreement form must be signed by the contractor and returned to the employer (client) before commencement of work.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2003, and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations. Safety reminders in the form of a checklist of some of the more important aspects of safety as related to personnel on site, must be displayed at a prominent position at the site (see Annexure 1: Safety on the Site of Works).

(a) Contractor's position in relation to the Employer (Client) *(Regulation 4)*

Section 4 of the Regulations by implication requires that the Contractor shall at all times liaise closely with the Employer, or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

(b) The Principal Contractor and Contractor *(Regulation 5)*

The Contractor for the contract under consideration is the equivalent of "Principal Contractor" as defined in Regulation 2(b) of the Construction Regulations, and he shall comply with all the provisions of Regulation 5.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2003.

(c) Supervision of construction work *(Regulation 6)*

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 6 and as set out in paragraph 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 6.

(d) Risk assessment *(Regulation 7)*

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work, and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including

subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

(e) Fall protection *(Regulation 8)*

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

(f) Structures *(Regulation 9)*

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition the Contractor shall comply with all aspects of Regulation 9 of the Construction Regulations.

(g) Formwork and support work *(Regulation 10)*

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 10 of the Construction Regulations shall be followed in every detail.

(h) Excavation work *(Regulation 11)*

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Professional Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 11 of the Construction Regulations.

(i) Demolition work *(Regulation 12)*

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 12 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor, does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

The Contractor's attention is especially drawn to subsections (9) and (10) of Regulation 12, which read as follows:

"(9) Where the risk assessment indicates the presence of asbestos, the Contractor shall ensure that all asbestos-related work is conducted in accordance with the

provisions of the 'Asbestos Regulations' promulgated by Government Notice R.155 of 10 February 2002, as amended.

(10) Where the risk assessment indicates the presence of lead, the Contractor shall ensure that all lead-related work is conducted in accordance with the provisions of the Lead Regulations' promulgated by Government Notice R.236 of 28 February 2002, as amended."

(j) Tunnelling *(Regulation 13)*

The Contractor shall comply with Regulation 13 wherever tunnelling of any kind is involved.

(k) Scaffolding *(Regulation 14)*

The Contractor shall ensure that all the provisions of Regulation 14 of the Construction Regulations are complied with. [*Note : Reference in the Regulations to "Section 44 of the Act" should read "Section 43 of the Act"]*

(l) Suspended platforms *(Regulation 15)*

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all work related to suspended platforms are done in accordance with Regulation 15 of the Construction Regulations.

(m) Boatswain's chairs *(Regulation 16)*

Where boatswain's chains are required on the construction site, the Contractor shall comply with Regulation 16.

(n) Material Hoists *(Regulation 17)*

Wherever applicable, the Contractor shall comply with the provisions of Regulation 17 to the letter.

(o) Batch plants *(Regulation 18)*

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 18. The Contractor shall ensure that the General Safety Regulations (Government Notice R1031 of 30 May 1986), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

(p) Explosive powered tools *(Regulation 19)*

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 19 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

(q) Cranes *(Regulation 20)*

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

(r) Construction vehicles and mobile plant *(Regulation 21)*

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 21.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

(s) Electrical installation and machinery on construction sites *(Regulation 22)*

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 22.

(t) Use of temporary storage of flammable liquids on construction sites *(Regulation 23)*

The Contractor shall comply with the provisions of the General Safety Regulations (Government Notice R1031 of 30 May 1986) and all the provisions of Regulation 23 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(u) Water environments *(Regulation 24)*

Where construction work is done over or in close proximity to water, the provisions of

Regulation 24 shall apply.

(v) Housekeeping on Construction sites *(Regulation 25)*

Housekeeping on all construction sites shall be in accordance with the provisions of the environmental Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 25 of the Construction Regulations.

(w) Stacking and storage on construction sites *(Regulation 26)*

The provisions for the stacking of articles contained in the General Safety Regulations (Government Notice R1031 of 30 May 1986) as well as all the provisions of Regulation 26 of the Construction Regulations shall apply.

(x) Fire precautions on construction sites *(Regulation 27)*

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 27 of the Construction Regulations.

(y) Construction welfare facilities *(Regulation 28)*

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (Government Notice R1593 of 12 August 1988) and the provisions of Regulation 28 of the Construction Regulations.

(z) Non-compliance with the Construction Regulations 2003

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 28 as listed in Regulation 30, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 30.

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

10 MEASUREMENT AND PAYMENT

10.1 **Principles**

It is a condition of this contract that tenderers shall make provision in their tenders for the cost of all health and safety measures during the construction process. Special reference is made to the following:

(a) Safety personnel

All safety personnel and competent persons referred to in clauses 7.1 to 7.5 will normally be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

However provision will be made in the schedule of quantities for payment under the contract for a Construction Supervisor in terms of Clause 7.1 and for a dedicated Construction Safety Officer in terms of Clause 7.2 on the instruction of the Inspector of the Department of Labour.

(b) Records and Registers,

Provision will be made in the schedule of quantities for payment to the Contractor for the keeping of health and safety-related records and registers as described in Clause 8.

10.2: Scheduled items

10.2.1 Appointment of dedicated safety personnel

(a) Construction Supervisor .....…….....… Unit: Lump sum

(b) Construction Health and Safety Officer .....……..... Unit: Lump sum

10.2.2 Records and registers .....……..... Unit: Lump sum

The lump sums tendered for sub-item 10.2.1(a) and (b) shall cover the cost to the Contractor for the provision of dedicated full-time officers for the duration of the contract.

The lump sum tendered for sub-item 10.2.2 shall cover the cost for providing and maintaining on site all the documents, files, records and registers as specified in Clause 8 of this specification.

Payment of the tendered lump sums will be made as follows:

(i) 50% of the lump sums will be paid once the appointments under 10.2.1 (a) and (b) have been made and approved by the Engineer, and when the required documents, files and registers under 10.2.2 are in place on site and approved by the Engineer.

(ii) The balance of the lump sums will be paid in equal monthly instalments up to the end of the contract period. Monthly payments will be withheld permanently for each month during which the Contractor failed to comply with the specifications.

Payment for these items do not absolve the Contractor from his responsibilities and liabilities in terms of Clause 9(y) of this specification and Regulation 30 of the Construction Regulations 2003.

ANNEXURE 1:

SAFETY ON THE SITE OF WORKS

The basic day-to-day requirements for safety on the site of works are listed below. Compliance with these aspects does not relieve the Contractor of any of his obligations and responsibilities detailed in Regulations 4 to 28 referred to paragraph 9 of the Safety Specification.

1. *Fall protection*

   (a) All unprotected openings in floors, slabs, hatchways and stairways must be adequately guarded, fenced or barricaded or similar means must be used to safeguard any person from falling through such openings;

   (b) Notices must be placed conspicuously at all openings where the possibility exists that a person might fall through such openings;

   (c) Where roof work is being performed on a construction site, the contractor shall ensure that:

      (1) no employees are permitted to work on roofs during inclement weather conditions or if weather conditions are a hazard to the health and safety of the employees;

      (2) prominent warning notices are to be placed where all covers to openings are not of sufficient strength to withstand any imposed loads and where fragile material exists;

      (3) there is suitable and sufficient guard-rails or barriers and toe-boards or other similar means of protection to prevent, so far as is reasonably practicable, the fall of any person, material or equipment.

      (4) people working at heights have medical certificates or ensure that there are physically or psychologically fit to work safely in such an environment

2. *Formwork and support work*

   (a) Provision shall be made for safe access by means of secured ladders or staircases for all work to be carried out above the foundation bearing level;

   (b) All employees required to erect, move or dismantle formwork and support work structures must be adequately trained and instructed to perform these operations safely; and

   (c) All formwork and support work structures are inspected by a competent person immediately before, during and after the placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work structure has been removed and the results have been recorded in a register and made available on site;

(d) *If*, after erection, any formwork and support work structure is found to be damaged or weakened to such a degree that its integrity is affected, it shall be safely removed or reinforced immediately

3. Excavation work

The contractor shall:

(a) take suitable and sufficient steps in order to prevent, any person from being buried or trapped by a fall or dislodgement of material in an excavation;

(b) not require or allow any person to work in an excavation which has not been adequately shored or braced: Provided that shoring and bracing may not be necessary where the sides of the excavation are sloped to at least the maximum angle of repose of the material to be excavated;

(c) take steps to ensure that the shoring or bracing contemplated in (b) is designed and constructed in such a manner rendering it strong enough to support the sides of the excavation in question;

(d) ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it is likely to cause its collapse and thereby endangering the safety of any person unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;

(e) provide convenient and safe means of access to every excavation in which persons are required to work and such access shall not be further than 6 m from the point where any worker within the excavation is working;

(f) have every excavation, including all bracing and shoring, inspected:

(1) daily, prior to each shift;
(2) after every blasting operation;
(3) after an unexpected fall of ground;
(4) after substantial damage to supports; and
(5) after rain, by a competent person in order to pronounce the safety of the excavation.

(g) where an excavation is accessible to the public or where the safety of persons may be endangered:

(1) adequately protect the excavation by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and

(2) provide warning illuminates or any other clearly visible boundary indicators at night or when visibility is poor;

(h) place warning signs next to an excavation within which persons are working or carrying out inspections or tests.

4. Demolition work

(a) The contractor shall not require or allow any person to work under unsupported overhanging material, which has not been adequately supported, shored or braced;

(b) The contractor shall ensure that no material is dropped to any point, falling outside the exterior walls of the structure, unless the area is effectively protected.

(c) Where the risk assessment indicates the presence of asbestos or lead, the contractor shall ensure that all asbestos-related work is conducted in accordance with the Asbestos Regulations promulgated by Government Notice No.R.155 of 10 February 2002, as amended, and that all lead-related work is conducted in accordance with the provisions of the, Lead Regulations promulgated by Government Notice No.R.236 of 28 February 2002, as amended.

5. Suspended platforms

(a) The contractor shall not use or allow the use of a suspended platform, unless the design, stability and construction thereof comply with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act;

(b) The contractor shall ensure that each person on a suspended platform is provided with and wears a safety harness as a fall prevention device which must at all times, be attached to the suspended platform or to the anchorage points on the structure whilst on the suspended platform;

(c) The contractor shall ensure that all employees required to work or to be supported on a suspended platform are physically and psychologically fit to work safely in such an environment by being in possession of a medical certificate of fitness;

6. Material hoists

(a) The contractor shall not require or allow any person to operate such a hoist, unless the person is competent in the operation thereof.

(b) The contractor shall not require or allow any person to ride on a material hoist.

7. Batch plants

(1) The contractor shall ensure that all persons authorised to operate the batch plant are fully:

(a) aware of all the dangers involved in the operation thereof; and

(b) conversant with the precautionary measures to be taken in the interest of health and safety.

(2) No person supervising or operating a batch plant shall authorize any other person to operate the plant, unless such person is competent to operate such machinery.

(3) A contractor shall ensure that all batch plants are operated and supervised by a competent person who has been appointed in writing.

(4) A contractor shall ensure that the placement and erection of a batch plant complies with the requirements set out by the manufacturer and that such plant is erected as designed.

(5) A contractor shall ensure that all devices to start and stop a batch plant are provided and that these devices are—

***(a)*placed in an easily accessible position; and**

(b) **constructed in such a manner as to prevent accidental starting.**

(6) The contractor shall ensure that the machinery and plant selected is suitable for the task and that all dangerous moving parts of a mixer are placed beyond the reach of persons by means of doors, covers or other similar means.

(7) No person shall be permitted to remove or modify any guard or safety equipment relating to a batch plant, unless authorised to do so by the appointed person as contemplated in sub-regulation (1).

8. Cranes

The Contractor shall ensure that where tower cranes are used, that:

(a) the tower crane operators are competent to carry out the work safely; and

(b) the tower crane operators are physically and psychologically fit to work in such an environment by being in possession of a medical certificate of fitness.

9. Construction vehicles and mobile plant

(a) The contractor shall ensure that all construction vehicles and mobile plant: are operated by workers who:

(1) have received appropriate training and been certified competent and been authorised to operate such machinery; and

(2) are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness;

(b) The Contractor shall furthermore ensure that:

(1) no person rides or be required or allowed to ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;

(2) vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and

(3) when workers are working on or adjacent to public roads, reflective indicators are provided and worn by the workers.

(4) vehicles are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include barriers.

(5) vehicles are inspected on daily basis prior use by a competent person and the findings of such inspection is recorded in a register.

10. Electrical installations and machinery on construction sites

(a) The contractor shall ensure that: before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;

(b) in working areas where the exact location of underground electric power lines is unknown, employees using jackhammers, shovels or other hand tools which may make contact with a power line, are provided with insulated protective gloves or otherwise that the handle of the tool being used is insulated;

(c) *A*ll temporary electrical installations are inspected at least once a week and electrical machinery on a daily basis before use on a construction site by competent persons and the records of these inspections are recorded in a register to be kept on site; and

(d) *T*he control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing.

11. Use and temporary storage of flammable liquids on construction sites

(a) The Contractor shall ensure that::

(1) where flammable liquids are being used, applied or stored at the workplace concerned, it is done in a manner that would not cause fire or explosion hazards, and that the workplace is effectively ventilated. Where the workplace cannot effectively be ventilated:

(i) every employee involved must be provided with a respirator, mask or breathing apparatus of a type approved by the chief inspector, and

(ii) steps must be taken to ensure that every such employee, while using or applying flammable liquids, uses the apparatus supplied to him or her;

(b) no person smokes in any place in which flammable liquid is used or stored, and the contractor shall affix a suitable and conspicuous notice at all entrances to any such areas prohibiting smoking;

(c) an adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognised symbolic signs.

12. Fire precautions on construction sites

The contractor shall ensure that smoking is prohibited and notices in this regard are prominently displayed in all places containing combustible or flammable materials.

13. Construction welfare facilities

(a) The contractor shall, depending on the number of workers and the duration of the work, provide at or within reasonable access of every construction site, the following clean and maintained facilities:

(1) at least one shower facility for every 15 workers;

(2) at least one sanitary facility for every 30 workers;

(3) changing facilities for each sex; and

(4) sheltered eating areas.

(b) The shall also ensure that:

(1) no horseplay between employees or aggressive or threatening behaviour by anybody is allowed on site;

(2) workers shall wear appropriate protective clothing for particular tasks, including protective eyewear, gloves, boots, ear protection, masks, etc. Workers shall not be allowed to wear loose clothes or footwear;

(3) workers executing tasks in manholes for sewer and stormwater systems shall be made aware of the existence of hazardous gasses in closed areas, and shall be issued with masks as necessary. Only specialists shall be allowed to work in gas-filled chambers;

(4) blasting must be done by specialists in accordance with the Explosives Act;

(5) workers shall not be allowed to make open fires on any part of the site, unless in designated areas approved by the health and safety manager;

(6) no vehicle or equipment shall be operated on site if it produces noise above 90 decibels. measured at a distance of 10 m from the unit;

(7) adequate signage shall be used on site to indicate:

1. non-smoking areas on the site;
2. safety exits / emergency exits from buildings under construction;
3. stairs (temporary and permanent works;
4. toilets

5. fire fighting equipment;
6. fire assembly points;
7. fire escapes;
8. overhead works;
9. areas where members of the public are not allowed; and
10. first aid facilities;

(8) Visitors to the site shall only be allowed to enter the site by pre-determined procedures, including safety induction training. Records of visitors shall be kept in the health and safety files.

ANNEXURE 2:

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

THIS AGREEMENT made between: .....

(hereinafter referred to as "the Employer") of the one part, herein represented by :

.....

in his capacity as .....

AND: .....

(hereinafter referred to as "the Mandatary") of the other part, herein represented by :

.....

in his capacity as .....

and being duly authorised to act as Mandatory on behalf of the Contractor;

WHEREAS the Employer is desirous that certain works be constructed, viz (*contract No.) .....*

(title) .....

and has accepted a tender by the Mandatory for the construction, completion and defects correction 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 on which the site is handed over to the Mandatory by an order in writing from the Engineer, to either:
   (a) the date of the final certificate issued in terms of clause 52(1) of the General Conditions of Contract 2004 (hereinafter referred to as “the GCC”), as applicable to this Contract, or
   (b) the date of termination of the contract in terms of clause 55 or clause 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 mandataries; and
      (iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.

(b) The procedures and safety rules of the Employer as pertaining to the Mandatary and to all his subcontractors.

4. In addition to the requirements of Clause 36 of the General Conditions of Contract and all relevant requirements of the Contract, the Mandatory agrees to execute all the works forming part of this Contract and to operate and utilize all machinery, plant and equipment in accordance with the Act.

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

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

At ..... for and on behalf of the **EMPLOYER** on this the .....day of.....…..... 20….

SIGNATURE: .....

CAPACITY: .....

WITNESSES:

SIGNATURES: (1) ..... (2) .....

NAMES: (1) ..... (2) .....

At ..... for and on behalf of the **MANDATORY** on this the .....day of.…….....20.….

SIGNATURE: .....

CAPACITY: .....

WITNESSES:

SIGNATURES: (1) ..... (2) .....

NAMES: (1) ..... (2) .....

ANNEXURE 3

PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND

SAFETY ACT 1993 , CONSTRUCTION REGULATIONS 2003

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

1. (a) Name and postal address of Contractor:

   (b) Name and tel. no of Contractor's contact person:

   .....

2. Contractor's compensation registration number:

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

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

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

   .....

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

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

6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation 6(2): .....

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

8. Nature of the construction work:

   .....

9. Expected commencement date:

10. Expected completion date:

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

12. Planned number of subcontractors on the construction site accountable to Contractor:

13. Name(s) of subcontractors already chosen:

.....

SIGNED BY:

CONTRACTOR:..... DATE:.....

CLIENT:..... DATE:.....

SITE INFORMATION

C4. Site Information

LOCALITY PLAN

SCHEDULE OF CONTRACT DOCUMENTS

SCHEDULE OF CONTRACT DOCUMENTS

The following documents form part of this Contract:

(i) **VOLUME 1**: The General Conditions of Contract of Works of Civil Engineering Construction 3rd Edition, 2015, which the bidder must purchase, which the bidder must purchase at his own cost.

(ii) **VOLUME 2**: The Standard Specifications for Building Works is SANS 2001-Construction Works, used in conjuction with PW371-A Edition 2.1 (Specification of materials and Methods to be used – Developed by the Department of Public Works).

(iii) **VOLUME 3**: The Project Document, in which are bound the Bid Notice, Bid Rules, Special Conditions of Contract, Project Specifications, Schedule of Quantities, Form of Bid, and other documents.

(iv) **VOLUME 4**: Set of drawings issued with Volume 3 for bid purposes (may be bound in at the back of Volume 3 or issued as a separate volume).

NOTE:

1. **SUBMISSION OF BID** – of the above documents, **only VOLUMES 3 and 4 are to be submitted**.

DRAWINGS