



# **NKANGALA DISTRICT MUNICIPALITY**

**PROJECT NO: 57504**

**CONSTRUCTION OF THE GA-MORWE TO MTHAMBOTHINI  
VEHICLE BRIDGE IN DR JS MOROKA LOCAL  
MUNICIPALITY**

## **TENDER DOCUMENT**

**ISSUED BY:** NKANGALA DISTRICT MUNICIPALITY

2A Walter Sisulu Street

Middelburg

1050

**CONTACT:** 013 249 2000

**NAME OF TENDERER:** .....

**CIDB REGISTRATION NUMBER:** .....

**CSD REGISTRATION NUMBER:** .....



## NKANGALA DISTRICT MUNICIPALITY



### CONSTRUCTION OF THE GA-MORWE TO MTHAMBOETHINI VEHICLE BRIDGE IN DR JS MOROKA LOCAL MUNICIPALITY PROJECT No: 57504

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## NKANGALA DISTRICT MUNICIPALITY



### CONSTRUCTION OF THE GA-MORWE TO MTHAMBOETHINI VEHICLE BRIDGE IN DR JS MOROKA LOCAL MUNICIPALITY PROJECT No: 57504

## TENDERING PROCEDURES

### THE TENDER

#### Part T1: Tendering Procedures

- T1.1 Tender notice and invitation to tender
- T1.2 Tender Data

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## NKANGALA DISTRICT MUNICIPALITY



### CONSTRUCTION OF THE GA-MORWE TO MTHAMBOHINI VEHICLE BRIDGE IN DR JS MOROKA LOCAL MUNICIPALITY PROJECT No: 57504

#### **T1.1 TENDER NOTICE AND INVITATION TO TENDER**

Nkangala District Municipality Invites Tenders from the suitably qualified Tenderers who meet the prescribed requirements for the **CONSTRUCTION OF THE GA-MORWE TO MTHAMBOHINI VEHICLE BRIDGE DR JS MOROKA LOCAL MUNICIPALITY**, with a CIDB Grading of 5 CE or higher.

Tender documents will be obtainable from **15<sup>th</sup> September 2021** and may be downloaded free of charge from [www.nkangaladm.gov.za](http://www.nkangaladm.gov.za) and [www.etender.gov.za](http://www.etender.gov.za).

A Compulsory tender briefing meeting will not be held for the project, but tender related enquiries will be welcomed up to and until one day before the closing date.

Tenders are to be completed in black ink and completed in accordance with the conditions and rules contained in the tender documents. The tenders and relevant documents must be sealed in an envelope and externally endorsed with the description: **PROJECT NO: 57504 CONSTRUCTION OF THE GA-MORWE TO MTHAMBOHINI VEHICLE BRIDGE IN DR JS MOROKA LOCAL MUNICIPALITY** and be deposited in the Tender Box, Ground Floor, Nkangala District Municipality, 2A Walter Sisulu Street, Middelburg, Mpumalanga not later than **12h00 on 27<sup>th</sup> September 2021**. Due to Covid -19 Regulations tenders will not be opened in public. The Tenders shall remain valid for a period of 120 days from the closing date. Telegraphic, telephonic, fax, telex e-mail or late tenders will not be accepted.

Tenders will be evaluated in terms of the Supply Chain Management policy of the Nkangala District Municipality. The lowest or any tender will not necessarily be accepted and suitably the Nkangala District Municipality reserves the right not to consider any tender **not suitably endorsed or comprehensively completed**, as well as the right to accept the tender in whole or part. Service Providers must be registered on Central Supplier Database (CSD). **Tenders must only be submitted on the tender documentation that is issued. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.**

Procurement related enquiries may be directed to the Supply Chain Unit from the Nkangala District Municipality at 013-249-2104 / 05 / 06 while Technical enquiries may be directed to Mr. Riaan Fourie of Civilchem Engineering Services on 076 211 3463

**Ms. M.M Skosana**  
**Municipal Manager**

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## T1.2 TENDER DATA

### TENDER DATA

Clause	
C.1.1	<b>Actions</b>
C.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 C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.
C.1.1.2	<p>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.</p> <p><b>Note:</b> 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.</p> <p>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.</p>
C.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.
C.1.2	The documents issued by the employer for the purpose of a tender offer are listed in the tender data.
C.1.3	<b>Interpretation</b>  C.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.  C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.  C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:  a) conflict of interest means any situation in which:

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- 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 tenderer 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 tenderer who 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;

C.1.4

**Communication.**

The Employer's Representative is;

<u>Accounting Officer</u>	<u>Procurement Enquiries</u>	<u>Technical Enquiries</u>	<u>Technical Enquiries</u>
Ms M.M Skosana	Ms S.A. Mashaba	Mr D.J.D. Mahlangu	Mr. R Fourie
P. O. Box 437 Middelburg 1050.	P.O. Box 437 Middelburg 1050	P.O. Box 437 Middelburg 1050	Civilchem Engineering Services JV
Tel: 013 249 2006	Tel: 013 249 2104	Tel: 013 249 2004	Tel: 011 421 7233

Attention is drawn to the fact that verbal communication given by the Employer's representative prior to the close of tenders will not be regarded as binding on the employer. Only information issued formally by the employer in writing to the tenders, under the signature of the Accounting Officer or his nominee will be regarded as amending the tender documents. Tender offer communicated on paper shall be submitted as an original. 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

In the event that no correspondence or communication is received from the NDM within hundred and twenty (120) days after the stipulated closing date and time of the tender, the tender proposal will be deemed to be unsuccessful.

C.1.5

**Cancellation and Re-Invitation of Tenders**

C.1.5.1 An employer 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 engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

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	<p>C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.</p>
C.1.6	<p><b>Procurement procedures</b></p> <p><b>C.1.6.1 General</b></p> <p>Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.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.</p> <p><b>C.1.6.2 Competitive negotiation procedure</b></p> <p>C.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 C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.</p> <p><b>C.1.6.2.2</b> All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.</p> <p>Notwithstanding the provisions of C.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.</p> <p><b>C.1.6.2.3</b> At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their 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.</p> <p><b>C.1.6.2.4</b> The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.</p> <p><b>C.1.6.3 Proposal procedure using the two stage-system</b></p> <p><b>C.1.6.3.1 Option 1</b></p> <p>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.</p> <p><b>C.1.6.3.2 Option 2</b></p> <p><b>C.1.6.3.2.1</b> 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.</p> <p><b>C.1.6.3.2.2</b> 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.</p>

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C.2.1	<p><b>Eligibility</b></p> <p>Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions. in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a <b>5 CE or higher</b> class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1.every member of the joint venture is registered with the CIDB;</li> <li>2.the lead partner has a contractor grading designation in the <b>5 CE or higher</b> class of construction work; or not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status.</li> <li>3.the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>5 CE or higher</b> class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry.</li> </ol>
C.2.2	<p><b>Cost of Tendering</b></p> <p>The employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the cost of any testing necessary to demonstrate that aspects of the offer satisfy requirements.</p>
C.2.3	<p><b>Check documents</b></p> <p>The Tenderer should check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
C.2.4	<p><b>Confidentiality and Copyright of Documents.</b></p> <p>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</p>
C.2.5	<p><b>Reference documents</b></p> <p>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.</p>
C.2.6	<p><b>Acknowledge addenda</b></p> <p>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.</p>
C.2.7	<p><b>Clarification Meeting</b></p> <p>No clarification meeting will be held on this project.</p>
C.2.10	<p><b>Pricing the tender</b></p> <p>State the rates and prices in Rand</p>
C.2.11	<p><b>Alterations to the Tender Documents.</b></p> <p><b>No</b> alterations may be made to the tender document issued by the employer.</p> <p>Proposals and any other supporting documents must be attached to the back of this tender document</p>
C.2.12	<p><b>Alternative tender offer.</b></p> <p><b>No</b> alternative tender offers will be considered or accepted.</p>

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C.2.13	<b>Submitting tender offer:</b>
	<p>No Tender document will be considered unless submitted on Council's Official Tender Document</p> <p>Return all the returnable documents to the employer after completing them.</p> <p>Tenders must be deposited in the tender box clearly marked with project description.</p> <p><b>Location of tender Box:</b> Main Entrance Ground Floor Nkangala District Municipality Building</p> <p><b>Physical Address:</b> Nkangala District Municipality, 2A Walter Sisulu Street, Middleburg 1050.</p> <p>Telephonic, telegraphic, telex, facsimile or emailed tenders will not be considered</p>
	<p>All tender received by the Nkangala District Municipality will remain in the Municipality's possession until after the stipulated closing date and time.</p> <p>Accept that a tender submitted to the employer cannot be withdrawn or substituted. No substitute tenders will be considered</p>
C.2.15	<b>Closing Time:</b>
	<p>The time and location for opening of the Tender offers are:</p> <p><b>Closing Time: 12h00</b></p> <p><b>Closing Date: 27<sup>th</sup> September 2021</b></p> <p><b>Location: Nkangala District Municipality</b> <b>2A Walter Sisulu Street</b> <b>Middelburg</b> <b>1050</b></p> <p>Due to Covid-19 Regulations, after closing time, tenders will not be opened in public.</p>
	<p>After the opening of the tender proposals, no information relating to the clarification, determination of responsiveness, evaluation and comparison of tender proposals and recommendations concerning the award of the tender shall be disclosed to any other tenderer or persons not concerned with such process until the award of the Tender has been announced by the NDM.</p>
C.2.16	<b>Tender Offer Validity</b>
	<p>The Tender offer validity period is <b>120 days</b> from the closing date.</p>
C.2.17	<b>Tender clarification after submission</b>
	<p>A tender may be regarded as non-responsive if the tenderer fails to provide clarification requested by the employer within the time for submission stated in the employer's written request.</p>
C.3.11	<b>Tender evaluation points</b>
	<p>The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20-point system shall be applicable.</p>
	<p>Preference points for this bid shall be awarded for:</p> <ul style="list-style-type: none"> <li>(a) Price; and</li> <li>(b) B-BBEE Status Level of Contribution.</li> </ul>

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	<p>The maximum points for this bid are allocated as follows:</p> <table border="1" data-bbox="236 324 1150 580"><tr><td></td><td><b>POINTS</b></td></tr><tr><td><b>PRICE</b></td><td><b>80</b></td></tr><tr><td><b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b></td><td><b>20</b></td></tr><tr><td><b>Total points for Price and B-BBEE must not exceed</b></td><td><b>100</b></td></tr></table>		<b>POINTS</b>	<b>PRICE</b>	<b>80</b>	<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>	<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>
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<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>								
	<p><b>Evaluation of Tenders</b></p> <p>The Tenderers notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be terms of the Supply Chain Management Policy of the NDM.</p> <p><b>The following steps will be followed in evaluation;</b></p> <ol style="list-style-type: none"><li>1. Determination of whether or not tender offers are complete.</li><li>2. Determination of whether or not tender offers are responsive.</li><li>3. Determination of the reasonableness of tender offers.</li><li>4. Confirmation of the eligibility of preferential points claimed by tenderers.</li><li>5. Determination of expertise and experience of tenderers.</li><li>6. Awarding of points for financial offer.</li><li>7. Ranking of tenderers according to the total points</li><li>8. Performance of risk analysis by checking the credit record of the tenderers</li></ol> <p><b>Evaluation Criteria</b></p> <p>The procedure for the evaluation of responsive Bids will be on the average of the previous three projects where the firm was involved for Construction Projects. Reference of Clients including NDM must be provided.</p> <p>Tenders are adjudicated in terms of NDM Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.</p>								
	<p><b>Technical adjudication and General Criteria</b></p> <ul style="list-style-type: none"><li>▪ Tenders will be adjudicated in terms of inter alia:</li><li>▪ Compliance with Tender conditions</li><li>▪ Technical specifications</li></ul> <p>If the Tenderer does not comply with the Tender Conditions, the Tenderer may be rejected. If technical specifications are not met, the Tender may also be rejected.</p> <p>With regard to the above, certain actions or errors are unacceptable and warrants <b>REJECTION OF THE TENDER</b>, for example</p> <ul style="list-style-type: none"><li>▪ A valid tax clearance certificate issued by SARS or Tax Compliance letter with a unique PIN in terms of the electronic Tax Compliance Status (TCS) system from SARS has been submitted.</li><li>▪ Pages to be completed, removed from the Tender document, and have therefore not been submitted.</li><li>▪ If tender document is not fully completed as required and as stipulated in the tender data.</li></ul>								

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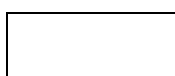
Employer

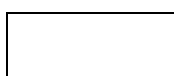
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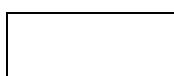
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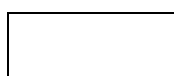


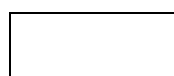
	<ul style="list-style-type: none"> <li>▪ If any tender document is tempered with or it is un-binded or unbundled.</li> <li>▪ Scratching out without initialing next to the amended rates or information.</li> <li>▪ Writing over / painting out rates / the use of tippex or any erasable ink, e.g. pencil.</li> <li>▪ Attaching required documents which are older than three months before the date of the closing</li> <li>▪ The Tender has not been properly signed by a party having the authority to do so, according to the <b>Form D – “Authority for Signatory”</b></li> <li>▪ A Resolution by a Board of Directors of the Company authorizing the Tenderer to sign the Tender document on behalf of the Company. No authority for signatory submitted.</li> <li>▪ Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications.</li> <li>▪ The Tenderer’s attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.</li> <li>▪ The Tender has been submitted after the relevant closing date and time</li> <li>▪ Failure to complete and sign Form of Offer and Acceptance</li> <li>▪ If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.</li> <li>▪ If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory</li> </ul>
	<p><b>Size of enterprise and current workload</b></p> <ul style="list-style-type: none"> <li>▪ Evaluation of the Tenderer’s position in terms of:</li> <li>▪ Previous and expected current annual turnover</li> <li>▪ Current contractual obligations</li> <li>▪ Capacity to execute the contract</li> </ul> <p><b>Staffing profile</b></p> <p>Evaluation of the Tenderer’s position in terms of:</p> <ul style="list-style-type: none"> <li>▪ Staff available for this contract being Tendered for</li> <li>▪ Qualifications and experience of key staff to be utilized on this contract.</li> </ul> <p><b>Proposed Key Personnel</b></p> <p>In this part of the tender, the Tenderer shall also supply Curriculum Vitae (CV’s) for the Staff available named and working on full time basis for the Tenderer. The CV should follow the normal Professional Format as used by Professional Service Providers.</p> <p>Much importance will be placed on the experience of the staff proposed. The Tender must ensure that, if selected, the nominated staff will be assigned as proposed. Failure to do so may result in the annulment of any acceptance of the Tenders’ proposal and/ or Agreement entered into by the Client for the execution of the services</p>
	<p><b>Previous experience</b></p> <p>The procedure for the evaluation of responsive Bids will be on the average of the <b>three projects</b> where the firm was involved. Reference of clients other than NDM <b>MUST</b> be provided.</p> <p>The tenderer shall list in the appropriate Forms the appropriate related projects undertaken by the member firms of the tenderer within the last three (3) years.</p>

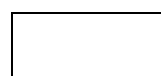
  
Tenderer

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2



	<p>Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:</p> <ul style="list-style-type: none"> <li>▪ Experience in the relevant technical field</li> <li>▪ Experience of contracts of similar size</li> <li>▪ Some or all of the references will be contacted to obtain their input.</li> </ul>								
	<p>The tenderer shall provide documentation of company experience of each member of the Consortium/Joint Venture related projects.</p> <p><b>Financial ability to execute the contract:</b></p> <p>Evaluation of the Tenderer's financial ability to execute the contract. Emphasis will be placed on the following:</p> <ul style="list-style-type: none"> <li>▪ Contact the Tender's bank manager to assess the Tenderer's financial ability to execute the contract and the Tenderer hereby grants his consent for this purpose.</li> </ul> <p>Audited financial statements for three (3) years in case the total cost of the project charged is above R10 Million.</p>								
	<p><b>Good standing with SA Revenue Services</b></p> <ul style="list-style-type: none"> <li>▪ Determine whether a valid tax clearance certificate issued by SARS or Tax Compliance letter with a unique PIN in terms of the electronic Tax Compliance Status (TCS) system from SARS has been submitted.</li> </ul> <p>If the Tender does <b>not</b> meet the requirements contained in the NDM Procurement Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.</p> <p><b>Penalties</b></p> <p>The Nkangala District Municipality will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed:</p> <ul style="list-style-type: none"> <li>▪ Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.</li> <li>▪ Impose a financial penalty at the discretion of Council</li> <li>▪ Restrict the contractor, its shareholders and directors on obtaining any business from the Nkangala District Municipality for a period of 5 years</li> </ul> <p><b>Evaluation Method 4</b></p> <p>Which entails the balance between financial offer, preferences and Quality and 80-20 points system, will be adopted.</p> <p><b>Evaluation Criteria</b></p> <p>The Construction Firm's tender responsiveness in relation to points is therefore summarized as follows:</p> <table> <tr> <td>Organizing and Staffing</td><td>50</td></tr> <tr> <td>Plant</td><td>18</td></tr> <tr> <td>Experience of Firm</td><td>22</td></tr> <tr> <td><b>Total</b></td><td><b>90</b></td></tr> </table>	Organizing and Staffing	50	Plant	18	Experience of Firm	22	<b>Total</b>	<b>90</b>
Organizing and Staffing	50								
Plant	18								
Experience of Firm	22								
<b>Total</b>	<b>90</b>								

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C.3.13	<p><b>Acceptance of tender offer</b></p> <p>Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:</p> <p>a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;</p> <p>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;</p> <p>c) has the legal capacity to enter into the contract;</p> <p>d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;</p> <p>e) complies with the legal requirements, if any, stated in the tender data; and</p> <p>f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.</p>
F.1.	<p><b>Declaration Certificate for Local Production and Content for Designated Sectors</b></p> <p><b>Failure to complete and comply with minimum threshold of MBD 6.2, Annexure C, D &amp; E for Local Content is an automatic disqualification. Tenderers must ensure that products/materials supplied are manufactured/produced locally. Tenderers must also ensure that imported products/material are exempted by the Department of Trade and Industry (DTI).</b></p>
F.2.	<p><b>The Employer's right to accept or reject any tender offer</b></p> <p>The employer has the right not to accept the lowest tender and to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully reserved by the Nkangala District Municipality.</p>

**A firm must obtain a minimum of 70 points out of the 90 points above to be considered for price and BBB-EE evaluation**

**Organising and Staffing (Maximum points obtainable 50)**

**Project Manager / Team Leader: (Maximum Points obtainable 20)**

**Name:** .....

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	National Diploma in Civil Engineering	Yes	5	
	Degree in Civil Engineering	No	10	
<b>Sub-total</b>			<b>10</b>	
Experience of Team Leader in similar projects		<b>Elimination Factor</b>		
Involvement in comparable projects (Technical)	0 - 1	Yes	0	
	2 - 3	No	4	
	4 - 7	No	6	

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



	8 and above	No	10	
<b>Sub-total</b>			<b>10</b>	
<b>Total</b>			<b>20</b>	

**Site Agent: (Maximum Points obtainable 12)**

**Name:** .....

<b>Evaluation Criteria</b>	<b>Minimum Required</b>	<b>Elimination Factor</b>	<b>Points obtainable</b>	<b>Points Claimed</b>
Academic Qualifications	Qualified Civil Engineering Technician (NQF 6)	No	3	
	Qualified Civil Engineer/Technologist (NQF 7)	No	6	
<b>Sub-total</b>			<b>6</b>	
Years of experience in similar projects	1 - 3	No	2	
	4 - 7	No	4	
	8 and above	No	6	
<b>Sub-total</b>			<b>6</b>	
<b>Total</b>			<b>12</b>	

**Note: Should the Site Agent be the same as Project Manager zero points will be allocated.**

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



**Foreman: (Maximum Points obtainable 10)**

Name: .....

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	N4 in Built Environment	No	5	
Sub-total			5	
Years of experience in similar projects	2-4	No	3	
	5 and above	No	5	
Sub-total			5	
Total			10	

**Note: Should the Foreman be the same as Team leader, Site Agent, zero points will be allocated.**

**Safety Officer: (Maximum Points obtainable 8)**

Name: .....

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	Occupational Health and Safety Certificate	Yes	5	
Sub-total			5	
Years of experience after qualification	1- 3	No	1	
	4 and above	No	2	
Sub-total			3	
Total			8	

**Note: Should the Safety Officer be the same as Team leader, Site Agent, zero points will be allocated.**

ORGANISING AND STAFFING/PERSONNEL		
PERSONNEL	TOTAL	SCORES
Project Manager/Team Leader	20	
Site Agent	12	
Foreman	10	
Safety Officer	8	
<b>TOTAL</b>	<b>50</b>	

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



### **PLANT (Maximum Points obtainable 18)**

It must be noted that a total points of 18 are obtainable by the Construction Firm in relation to the requirements as mentioned on the table below, failure to submit evidential supporting documents is not an eliminating factor **BUT** a zero point will be scored. Letter of intent or quotation from the lessor must be attached.

<b>Evaluation Criteria</b>	<b>Minimum Required</b>	<b>Elimination Factor</b>	<b>Points obtainable (Owned)</b>	<b>Points obtainable (Leased)</b>	<b>Points Claimed</b>
Firm's plant and equipment – <b>Note:</b> Proof of ownership of the firm's equipment or a signed undertaking by 3 <sup>rd</sup> party to provide the plant for the duration of the contract must be attached. <b>Failure to do so will result in forfeiting the plant points</b>	Firm's number of Graders x 1	No	3	2	
	Firm's number of Excavators x 1	No	3	2	
	Firm's number of TLBs x 1	No	3	2	
	Firm's number of Vibratory Steel Drum Compactors x1	No	3	2	
	Firm's number of Tipper Trucks x 1	No	3	2	
	Firm's number of Water Trucks x 1	No	3	2	
<b>Sub-total</b>			<b>18</b>	<b>12</b>	
<b>Total</b>			<b>18</b>	<b>12</b>	

### **EXPERIENCE OF FIRM (Maximum Points obtainable 22)**

**Note: Company's previous completed projects**

Provide proof of the company's previous completed projects which is in the form of verifiable appointment letters **and** completion certificates. If these are not provided, zero points will be allocated in that regard.

<b>Evaluation Criteria</b>	<b>Evaluation Criteria</b>	<b>Elimination Factor</b>	<b>Points obtainable</b>	<b>Points Claimed</b>
Company experience in terms of projects completed	1 – 3 Projects	No	5	
	4 – 6 Projects	No	15	
	7 and Above	No	22	
<b>Sub-Total</b>			<b>22</b>	
<b>TOTAL</b>			<b>22</b>	

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2





It must be noted that a total point of 22 are obtainable by the Construction Firm in relation to the requirements as mentioned on the table below, failure to submit evidential supporting documents is not an eliminating factor BUT a zero point will be scored.

**TOTAL SCORE:** \_\_\_\_\_/90

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## NKANGALA DISTRICT MUNICIPALITY



### CONSTRUCTION OF THE GA-MORWE TO MTHAMBOTHINI VEHICLE BRIDGE IN DR JS MOROKA LOCAL MUNICIPALITY PROJECT No: 57504

#### RETURNABLE DOCUMENTS

#### Returnable Documents

List of returnable documents

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## NKANGALA DISTRICT MUNICIPALITY



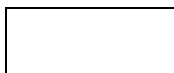
### T2.1 LIST OF RETURNABLE DOCUMENTS


1. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. **If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract.** In such event the Employer has the discretionary right under contract condition 8.4 to terminate the contract.


The Tenderer must complete the following returnable Schedules:


#### Returnable Schedules required for Tender evaluation purposes


COMPULSORY BID DOCUMENTS	
PART-A	INVITATION TO BID
PART-B	TERMS AND CONDITIONS FOR BIDDING
FORM-A2	COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES
FORM B	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
FORM C	DECLARATION OF INTEREST
FORM D	AUTHORITY OF SIGNATORY
FORM E	DECLARATION OF GOOD STANDING REGARDING TAX
FORM F	FINANCIAL REFERENCES /TENDERER'S CREDIT RATING AND BANK DETAILS
FORM G	MUNICIPAL UTILITY ACCOUNT
FORM H	PREFERENCE SCHEDULE
FORM I	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS
FORM J	CERTIFICATE OF INDEPENDENT BID DETERMINATION
FORM K	DECLARATION TENDERER'S LITIGATION HISTORY
FORM L	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER
FORM M	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
RETURNABLES FOR EVALUATION PURPOSES	
FORM N	TENDERER'S PROJECT STRUCTURE
FORM O	PROPOSED KEY PERSONNEL
FORM P	SCHEDULE OF PREVIOUS EXPERIENCE
FORM Q	SCHEDULE OF CURRENT PROJECTS
FORM R	SCHEDULE OF INFRASTRUCTURE AND RESOURCES
FORM S	SCHEDULE OF PROPOSED SUB CONTRACTORS
FORM T	RECORD OF ADDENDA TO TENDER DOCUMENTS


  
Tenderer

  
Witness 1

  
Witness 2

  
Employer

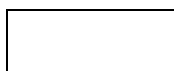
  
Witness 1

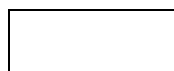
  
Witness 2

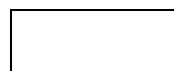


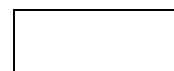
# COMPULSORY BID DOCUMENTS

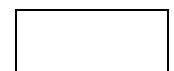
  
*Tenderer*

  
*Witness 1*

  
*Witness 2*

  
*Employer*

  
*Witness 1*

  
*Witness 2*



## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>					
BID NUMBER:	57504	CLOSING DATE:	27 <sup>th</sup> September 2021	CLOSING TIME:	12:00
DESCRIPTION	Construction of the Ga-Morwe to Mthambothini Vehicle Bridge in Dr JS Moroka Local Municipality				

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).**  
 BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID  
 BOX SITUATED AT (STREET ADDRESS)


<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

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

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## PART B TERMS AND CONDITIONS FOR BIDDING

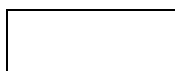
<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT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

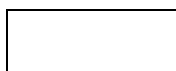
**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.  
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

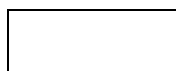
SIGNATURE OF BIDDER: .....

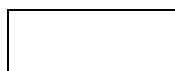
CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

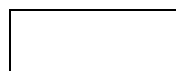
DATE: .....

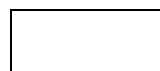
  
Tenderer

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2



## FORM A2: COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES

In the case of a Joint Venture – Form “A2” needs to be completed

### SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

**RESOLUTION** of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_
6. \_\_\_\_\_  
\_\_\_\_\_
7. \_\_\_\_\_  
\_\_\_\_\_
8. \_\_\_\_\_  
\_\_\_\_\_

Held at \_\_\_\_\_ (place)

On \_\_\_\_\_ (date)

\_\_\_\_\_  
Tenderer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2



**RESOLVED that:**

The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the NKANGALA DISTRICT MUNICIPALITY in respect of the following project:

Bid / Project Number: \_\_\_\_\_{insert number}

A. Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_(Position in the Enterprise)

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

B. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of: \_\_\_\_\_

C. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the municipality in respect of the project described under item A above.

D. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the municipality for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item C above.

E. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the municipality, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the municipality referred to herein.

F. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the municipality in respect of the project under item A above:

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)

Postal Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_ (code)

Fax number: \_\_\_\_\_ (code)

\_\_\_\_\_  
Tenderer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2





NO	NAME OF ENTITY	NAME OF REPRESENTATIVE	CAPACITY	SIGNATURE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

*Note:*

1. \* Delete which is not applicable
2. **NB.** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## **ATTACH THE FOLLOWING DOCUMENTS HERETO**

**1. For Closed Corporations**

- CK1 or CK2 as applicable (Founding Statement)
- Copies of the ID's of the Directors

**2. For Companies**

- A copy of the Certificate of Incorporation
- Copies of the ID's of the Directors, and
- the shareholders register

**3. For Joint Venture Agreements**

- Copy of the Joint Venture Agreement between all the parties,
- as well as the documents in (1) or (2) of each Joint Venture member.

**4. For Partnership**

- Copies of the ID's of the partners

**5. One person Business / Sole trader**

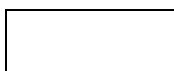
- Copy of ID

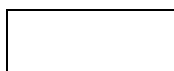
**6. Details of Tax Compliance Status from South African Revenue Service and SARS Pin Document**

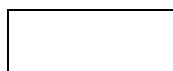
**7. Duly Signed and dated original or copy of Authority of Signatory on company Letterhead**

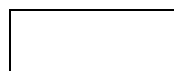
**8. B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (original or a certified copy issued by an approved body / accredited verification agency as prescribed by the National Treasury and the Department of Trade and Industry )**

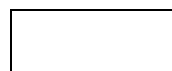
**9. Central Supplier Database [CSD] Summary**

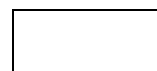
  
Tenderer

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2



## FORM B: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).  The Database of Restricted Suppliers now resides on the National Treasury's website( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  The Register for Tender Defaulters can be accessed on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

### CERTIFICATION

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**FORM C: DECLARATION OF INTEREST (MBD4)**

1. **No bid will be accepted from persons in the service of the state<sup>1</sup>.**
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
  - 3.1 Full Name of bidder or his or her representative: .....
  - 3.2 Identity Number: .....
  - 3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....
  - 3.4 Company Registration Number: .....
  - 3.5 Tax Reference Number: .....
  - 3.6 VAT Registration Number: .....
  - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
  - 3.8 Are you presently in the service of the state? **YES / NO**
    - 3.8.1 If yes, furnish particulars: .....

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

- a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



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

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

3.9.1 If yes, furnish particulars: .....

.....

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

3.10.1 If yes, furnish particulars: .....

.....

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

3.11.1 If yes, furnish particulars: .....

.....

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

3.12.1 If yes, furnish particulars: .....

.....

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

3.13.1 If yes, furnish particulars: .....

.....


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


3.14.1 If yes, furnish particulars: .....


.....


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


  
Tenderer

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2



FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NUMBER

### DECLARATION

I, the undersigned (name): ..... certify that the information furnished is correct. I accept that the state may act against me in terms of paragraph 23 of the General Conditions of Contract should this declaration prove to be false.

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## FORM D: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name : \_\_\_\_\_

Contact number : \_\_\_\_\_

Office address : \_\_\_\_\_

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

### PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

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

Mr ..... **Pro-Forma** .....

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

.....and any Contract which may arise there from on

behalf of .....

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY .....

IN HIS CAPACITY AS .....

DATE .....

FULL NAMES OF SIGNATORY .....

AS WITNESSES: 1. ....

2. ....

### PRO-FORMA FOR JOINT VENTURES:

--

Tenderer

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2





### Certificate of Authority for Joint Ventures

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 the tender offer and any contract resulting from it on our behalf.

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

Tenderer

Witness 1

Witness 2

Employer

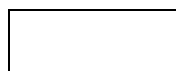
Witness 1

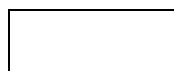
Witness 2

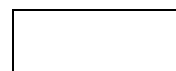


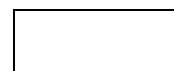
**ATTACH HERETO THE DULY SIGNED AND DATED A COPY OF AN  
AUTHORITY OF SIGNATORY ON COMPANY LETTERHEAD**

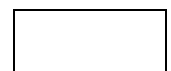
  
*Tenderer*

  
*Witness 1*

  
*Witness 2*

  
*Employer*

  
*Witness 1*

  
*Witness 2*



**FORM E: DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)**

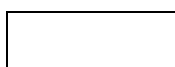
**DETAILS OF TAX COMPLIANCE STATUS:**

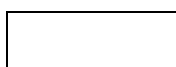
TAXPAYER NAME	
TRADING NAME	
TAX REFERENCE NUMBER (S)	
VAT	
PIN	
EXPIRY DATE	

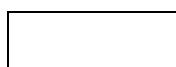
**TAX CLEARANCE CERTIFICATE REQUIREMENTS**

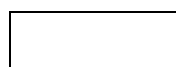
It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

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

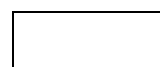
  
Tenderer

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2



## FORM F: FINANCIAL REFERENCES

### DETAILS OF TENDERERS BANKING INFORMATION

#### **Notes to tenderer:**

1. The tenderer shall attach to this form letter from the bank not older than three (3) months confirming the bank account and details. Failure to provide the required letter with the tender submission shall render the tenderer's offer unresponsive.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

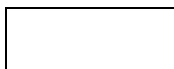
<b>BANK NAME:</b>									
<b>ACCOUNT NAME:</b> (e.g. ABC Civil Construction cc)									
<b>ACCOUNT TYPE:</b> (e.g. Savings, Cheque etc)									
<b>ACCOUNT NO:</b>									
<b>ADDRESS OF BANK:</b>									
<b>CONTACT PERSON:</b>									
<b>TEL. NO. OF BANK / CONTACT:</b>									
How long has this account been in existence:	<table border="1"><tr><td>0-6 months</td><td></td></tr><tr><td>7-12 months</td><td></td></tr><tr><td>13-24 months</td><td></td></tr><tr><td>More than 24 months</td><td></td></tr></table> (Tick which is appropriate)	0-6 months		7-12 months		13-24 months		More than 24 months	
0-6 months									
7-12 months									
13-24 months									
More than 24 months									

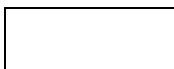
Name of Tenderer: .....

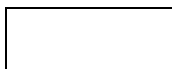
Date: .....

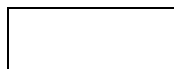
Signature: .....

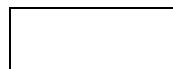
Full name of signatory: .....

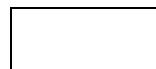
  
Tenderer

  
Witness 1

  
Witness 2

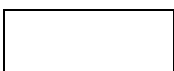
  
Employer


  
Witness 1

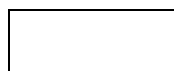
  
Witness 2

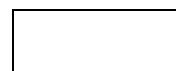


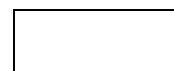
**ATTACH HERETO A STAMPED COPY OF A LETTER FROM THE BANK TO  
THIS PAGE NOT OLDER THAN THREE (3) MONTHS**

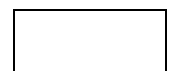
  
*Tenderer*

  
*Witness 1*

  
*Witness 2*

  
*Employer*

  
*Witness 1*

  
*Witness 2*



## FORM G: MUNICIPAL UTILITY ACCOUNT

### DECLARATION BY THE TENDERER

I the undersigned \_\_\_\_\_, has been duly

authorized to sign all documents with the Tender for Contract Number \_\_\_\_\_ on behalf of

\_\_\_\_\_ hereby make a declaration as follows:  
(referred to herein as "the Bidder")

1. I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.
2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF THE COMPANY

\_\_\_\_\_

IN HIS CAPACITY AS

\_\_\_\_\_

DATE

\_\_\_\_\_

FULL NAMES OF SIGNATORY

\_\_\_\_\_

UTILITY ACCOUNT NUMBER	NAME OF MUNICIPALITY	NAME OF OWNER

\_\_\_\_\_  
Tenderer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2



**ATTACH AN ORIGINAL OR A COPY OF A MUNICIPAL UTILITY ACCOUNT (NOT  
OLDER THAN THREE (3) MONTHS)**

**Important: Note the following**

- List Account(s) registered either in the name(s) of the Director(s) or the Company on the declaration form attached hereto; or
- Attach a copy of lease agreement along with the utility account of the Landlord, whereby the company is leasing the property its operating from.

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



**FORM H: PREFERENCE SCHEDULE (MBD 6.1)**

**MBD 6.1**

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

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

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

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2
- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
  - b) Either the 80/20 preference point system will be applicable to this tender.

- 1.3 Points for this bid shall be awarded for:

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

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

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2





of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

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

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

- $P_s$  = Points scored for price of bid under consideration
- $P_t$  = Price of bid under consideration
- $P_{\min}$  = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



7	4
8	2
Non-compliant contributor	0

## 5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor. = .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

## 7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted..... %  
ii) The name of the sub-contractor.....  
iii) The B-BBEE status level of the sub-contractor.....  
iv) Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

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

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

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

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:.....  
8.2 VAT registration number:.....  
8.3 Company registration number:.....  
8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium  
☐ One person business/sole propriety

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Tenderer

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Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2



- ☐ Close corporation  
☐ Company  
☐ (Pty) Limited  
[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer  
☐ Supplier  
☐ Professional service provider  
☐ Other service providers, e.g. transporter, etc.  
[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

**Municipality where business is situated:** .....

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

**Stand Number:**.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

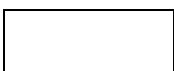
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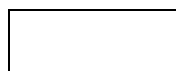
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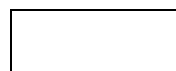
.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

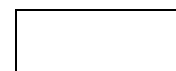


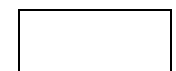
  
*Tenderer*

  
*Witness 1*

  
*Witness 2*

  
*Employer*

  
*Witness 1*

  
*Witness 2*



**ATTACH AN ORIGINAL OR A COPY OF B-BBEE STATUS VERIFICATION  
CERTIFICATE**

**NOTE THE FOLLOWING IN RESPECT OF B-BBEE CERTIFICATES:**

1. Certificates attached hereto should be those issued by approved verification agencies as directed by the National Treasury and the DTI (Department of Trade and Industry)
2. Verification agencies should be approved by SANAS and Accounting Officers and Auditors should be approved in terms of the IRBA (Independent Regulatory Body for Auditors), and as prescribed by the Close Corporations Act for designation as an Accounting Officer
3. Certified copies of the B-BBEE certificate or sworn affidavit should be within the financial year of the issued bid or quotation.

Further information in respect of the above is obtainable from the National treasury and DTI websites and the Preferential Procurement Regulations, 2017

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## FORM I: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

### MBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

#### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

**The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial development/ip.jsp> at no cost.**

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Item Number	Description of Item	Unit	Quantity	% Local Content
<b>23.12</b>	<b>Steel reinforcement:</b>			
	(c) Welded steel fabric (ref. 311)	kg	2800	100%
<b>23.13</b>	<b>Polyethylene sheeting (0,15mm thick) for concrete-lined open drains</b>	m <sup>2</sup>	760	100%
<b>52.03</b>	<b>Gabions</b>			
	(a) Galvanised gabion boxes:			
	(i) 1,0 m x 1,0 m x 1,0 m with mesh type 80, of 2,7 mm class A galvanised wire	m <sup>3</sup>	25	100%
	(c) Galvanized gabion mattresses, 0,3m deep with 80 mm x 100 mm mesh, of 2,7 mm dia wire	m <sup>3</sup>	60	100%
<b>54.01</b>	<b>Guardrails on timber posts:</b>			
	(a) Galvanised	m	400	100%
<b>54.04</b>	<b>End treatments:</b>			
	(a) End wings	No.	4	100%
	(d) End treatments in accordance with the drawings where single guardrail sections are used	No.	4	100%
<b>54.06</b>	<b>Reflective plates</b>	No.	110	100%
<b>56.01</b>	<b>(c) Pre-painted galvanized steel plate:</b>			
	(i) Area not exceeding 2m <sup>2</sup>	m <sup>2</sup>	10	100%
<b>56.03</b>	<b>Road sign supports</b>			
	(a) Steel tubing (galvanized in accordance with SABS 763)			
	(iii) 76mm dia. D-shape, 2mm wall thickness	t	1	100%

3. Does any portion of the goods or services offered have any imported content?  
(Tick applicable box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.  
The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)  
Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Tenderer

Witness 1

Witness 2

Employer

Witness 1

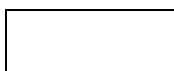
Witness 2

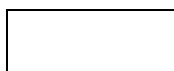


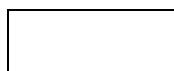
Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

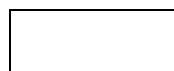
NB: Bidders must submit proof of the SARB rate (s) of exchange used.

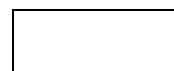
4. **Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.**

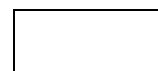
  
Tenderer

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2





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

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**  
**IN RESPECT OF BID NO. ....**

**ISSUED BY:** (Procurement Authority / Name of Institution):  
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

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

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

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

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

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

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



Tenderer



Witness 1



Witness 2



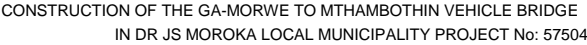
Employer



Witness 1



Witness 2

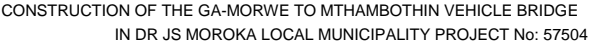


## Local Content Declaration - Summary Schedule

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

[illegible]

50



**Signature of tenderer from**  
**Annex B**

Date:

Page 10

**Witness 2**



## ANNEXTURE D

### Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.				<b>Note:</b> VAT to be excluded from all calculations		
(D2)	Tender description:						
(D3)	Designated Products:						
(D4)	Tender Authority:						
(D5)	Tendering Entity name:						
(D6)	Tender Exchange Rate:	Pula		EU	R 9.00	GBP	R 12.00

#### A. Exempted imported content

#### Calculation of imported content

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

#### Summary

Tender Qty	Exempted imported value
(D17)	(D18)
(D19) Total exempt imported value	

This total must correspond with Annex C - C 21

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**B. Imported directly by the Tenderer**

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

**Summary**

Tender Qty	Total imported value
(D30)	(D31)
(D32)Total imported value by tenderer	

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

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

**Summary**

Quantity imported	Total imported value
(D43)	(D44)

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**D. Other foreign  
currency  
payments**

**Calculation of foreign  
currency payments**

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

Signature of tenderer from  
Annex B

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

(D45) Total imported value by 3rd party

Summary of payments

Local value of  
payments

(D51)

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

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

This total must correspond with Annex C - C 23

\_\_\_\_\_

Tenderer

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

\_\_\_\_\_

Employer

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2



SATS  
1286.2011

## Annexture E

### Local Content Declaration - Supporting Schedule to Annex C

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

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

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

(E10) **Manpower costs** (Tenderer's manpower cost)

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.)

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.)

(E13) Total local content

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

**Signature of tenderer from**  
**Annex B**

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

\_\_\_\_\_  
*Tenderer*

\_\_\_\_\_  
*Witness 1*

\_\_\_\_\_  
*Witness 2*

\_\_\_\_\_  
*Employer*

\_\_\_\_\_  
*Witness 1*

\_\_\_\_\_  
*Witness 2*





**FORM J: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)**

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Municipality / Municipal Entity)

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

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

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;

\_\_\_\_\_  
Tenderer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2



- (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.
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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## FORM K: DECLARATION OF TENDERER'S LITIGATION HISTORY

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

YES

NO

If yes, furnish your details in table below.

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

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

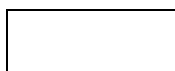
CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

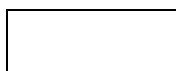
.....  
Signature

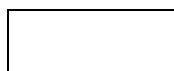
.....  
Date

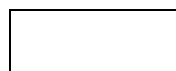
.....  
Position

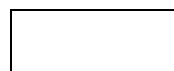
.....  
Name of Bidder

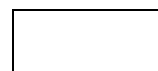
  
Tenderer

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2



**FORM L: PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER**

*A Proof of good standing with Compensation Commissioner must be attached hereto*

--

*Tenderer*

--

*Witness 1*

--

*Witness 2*

--

*Employer*

--

*Witness 1*

--

*Witness 2*



**FORM M: DECLARATION OF PROCUREMENT ABOVE R 10 MILLION (MBD5)**

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

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

1.1. If yes, submit audited financial statements for the past three years or since the date of establishment if established during the past three years. **YES / NO**

.....  
.....

2. Do you have any outstanding undisputed commitments for municipal services towards any municipal for more than three months or any other service provider in respect of which payments is overdue for more than 30 days? **YES / NO**

.....  
.....

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

.....  
.....

2.2 If yes, please provide particulars

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

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

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



**YES / NO**

.....  
.....

3.1 If yes, furnish particulars

.....  
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion of payment from the municipality / /municipal entity is expected to be transferred out of the Republic?  
**YES / NO**

4.1 If yes, furnish particulars

.....  
.....

### **CERTIFICATION**

**I, THE UNDERSIGNED (NAME)**

.....

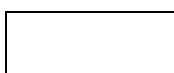
**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.  
I ACCEPT THAT THE STE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE  
FALSE**

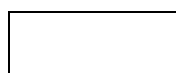
.....  
Signature

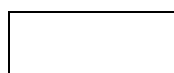
.....  
Date

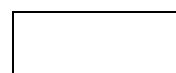
.....  
Position

.....  
Name of Bidder

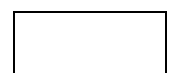
  
Tenderer

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2



# RETURNABLES FOR EVALUATION PURPOSES

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



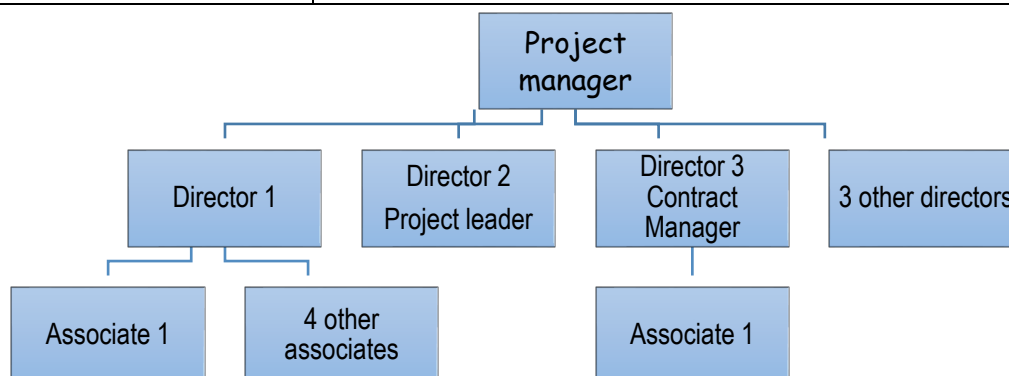


## FORM N: TENDERER'S PROJECT STRUCTURE

### Notes to tenderer:

1. The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and between the project team and the overall company structure. The tenderer must attach his own organogram to this form.
2. Tenderers which are large companies may simplify the organogram by 'rolling up' portfolios e.g. combining directors/associates into one box of the organogram. However, the individual positions of the key personnel within the structure must still be shown.
3. Joint Venture tenders will require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work. Joint Venture tenderers shall note that the share of work indicated will be used in the analysis of such a tenderers preference proposed on returnable form D1, and that if awarded the share of work shall become a contractual obligation between the members of the joint venture.
4. State the city or town where the company's head office is located. The locality of regional or satellite office, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA
5. Registered professional engineers, technicians or technologists' means those who are involved in the built industry as well as allied fields such as environmental professionals. Registered professionals of other disciplines (e.g. Civil) are considered as employees only.

Head Office:	
Other Offices:	
Registered Professionals:	
Total Employees :	
%share in JV agreement	



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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**FORM O: PROPOSED KEY PERSONNEL**

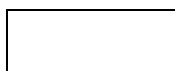
The Tenderer shall list below the key personnel whom he proposes to employ on the project should his Tender be accepted,

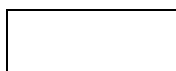
No	Name	Qualification	Designation for the project tendered for

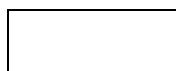
Provide two paged CV of Each key Personnel to be used in this project.  
Each CV should give at least the following:

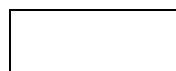
- Position in the firm and within the organisation of this assignment
- PDI Status (describing population group, gender and disabilities)
- Proof of Educational qualifications
- Proof of Professional Registrations
- Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest.
- Language proficiency and
- References (company name, individual name, position held, contact details)

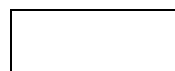
**(Affix the CV's and Attachments in a form of a booklet to the following Page.)**

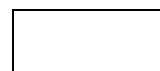
  
Tenderer

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2



**ATTACH CV'S OF KEY PERSONNEL TO THIS PAGE**

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



<b>F.3.11.6</b>	<b>Evaluation Criteria</b>
	The Construction Firm's tender responsiveness in relation to points is therefore summarized as follows:
	Organizing and Staffing 50
	Plant 18
	Experience of Firm 22
	<b>Total 90</b>

**A firm must obtain a minimum of 70 points out of the 90 points above to be considered for price and BBB-EE evaluation.**

**Organising and Staffing (Maximum points obtainable 50)**

**Project Manager / Team Leader: (Maximum Points obtainable 20)**

**Name:** .....

<b>Evaluation Criteria</b>	<b>Minimum Required</b>	<b>Elimination Factor</b>	<b>Points obtainable</b>	<b>Points Claimed</b>
Academic Qualifications	National Diploma in Civil Engineering	Yes	5	
	Degree in Civil Engineering	No	10	
<b>Sub-total</b>			<b>10</b>	
Experience of Team Leader in similar projects		<b>Elimination Factor</b>		
Involvement in comparable projects (Technical)	0 - 1	Yes	0	
	2 - 3	No	4	
	4 - 7	No	6	
	8 and above	No	10	
<b>Sub-total</b>			<b>10</b>	
<b>Total</b>			<b>20</b>	

**Site Agent: (Maximum Points obtainable 12)**

**Name:** .....

<b>Evaluation Criteria</b>	<b>Minimum Required</b>	<b>Elimination Factor</b>	<b>Points obtainable</b>	<b>Points Claimed</b>
Academic Qualifications	Qualified Civil Engineering Technician (NQF 6)	No	3	

**Tenderer**

**Witness 1**

**Witness 2**

**Employer**

**Witness 1**

**Witness 2**



	Qualified Civil Engineer/Technologist (NQF 7)	No	6	
<b>Sub-total</b>			<b>6</b>	
Years of experience in similar projects	1 - 3	No	2	
	4 - 7	No	4	
	8 and above	No	6	
<b>Sub-total</b>			<b>6</b>	
<b>Total</b>			<b>12</b>	

**Note: Should the Site Agent be the same as Contractor Manager zero points will be allocated.**

**Foreman: (Maximum Points obtainable 10)**

**Name:** .....

<b>Evaluation Criteria</b>	<b>Minimum Required</b>	<b>Elimination Factor</b>	<b>Points obtainable</b>	<b>Points Claimed</b>
Academic Qualifications	N4 in Built Environment	No	5	
<b>Sub-total</b>			<b>5</b>	
Years of experience in similar projects	2-4	No	3	
	5 and above	No	5	
<b>Sub-total</b>			<b>5</b>	
<b>Total</b>			<b>10</b>	

**Note: Should the Foreman be the same as Team leader, Site Agent, zero points will be allocated**

**Safety Officer: (Maximum Points obtainable 8)**

**Name:** .....

<b>Evaluation Criteria</b>	<b>Minimum Required</b>	<b>Elimination Factor</b>	<b>Points obtainable</b>	<b>Points Claimed</b>
Academic Qualifications	Occupational Health and Safety Certificate	Yes	5	
<b>Sub-total</b>			<b>5</b>	
	1- 3	No	1	

Tenderer	Witness 1	Witness 2	Employer	Witness 1	Witness 2



Years of experience after qualification	4 and above	No	2	
<b>Sub-total</b>			<b>3</b>	
<b>Total</b>			<b>8</b>	

**Note: Should the Safety Officer be the same as Team leader, Site Agent, zero points will be allocated.**

<b>ORGANISING AND STAFFING/PERSONNEL</b>		
<b>PERSONNEL</b>	<b>TOTAL</b>	<b>SCORES</b>
Construction Manager/Team Leader	20	
Site Agent	12	
Foreman	10	
Safety Officer	8	
<b>TOTAL</b>	<b>50</b>	

#### **PLANT (Maximum Points obtainable 15)**

It must be noted that a total points of 15 are obtainable by the Construction Firm in relation to the requirements as mentioned on the table below, failure to submit evidential supporting documents is not an eliminating factor **BUT** a zero point will be scored. Letter of intent or quotation from the lessor must be attached.

<b>Evaluation Criteria</b>	<b>Minimum Required</b>	<b>Elimination Factor</b>	<b>Points obtainable (Owned)</b>	<b>Points obtainable (Leased)</b>	<b>Points Claimed</b>
Firm's plant and equipment – <b>Note:</b> Proof of ownership of the firm's equipment <b>or</b> a signed undertaking by 3 <sup>rd</sup> party to provide the plant for the duration of the contract must be attached. <b>Failure to do so will result in forfeiting the plant points</b>	Firm's number of Graders x 1	No	3	2	
	Firm's number of Excavators x 1	No	3	2	
	Firm's number of TLBs x 1	No	3	2	
	Firm's number of Vibratory Steel Drum Compactors x1	No	3	2	
	Firm's number of Tipper Trucks x 1	No	3	2	
	Firm's number of Water Trucks x 1	No	3	2	
<b>Sub-total</b>			<b>18</b>	<b>12</b>	
<b>Total</b>			<b>18</b>	<b>12</b>	

#### **EXPERIENCE OF FIRM (Maximum Points obtainable 30)**

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
<i>Tenderer</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>



**Note: Company's previous completed projects**

Provide proof of the company's previous completed projects which is in the form of appointment letters and completion certificates (Not Testimonials). If these are not provided, zero points will be allocated in that regard.

Evaluation Criteria	Evaluation Criteria	Elimination Factor	Points obtainable	Points Claimed
Company experience in terms of projects completed	1 – 3 Projects	No	5	
	4 – 6 Projects	No	15	
	7 and Above	No	22	
<b>Sub-Total</b>			<b>22</b>	
<b>TOTAL</b>			<b>22</b>	

It must be noted that a total point of 22 are obtainable by the Construction Firm in relation to the requirements as mentioned on the table below, failure to submit evidential supporting documents is not an eliminating factor **BUT** a zero point will be scored.

**TOTAL SCORE:** \_\_\_\_\_/90

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## FORM P: SCHEDULE OF PREVIOUS EXPERIENCE


The procedure for the evaluation of responsive Bids will be on the average of the **previous projects** where the firm was involved. Reference of clients **MUST** be provided.


**Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:**


- Experience in the relevant technical field
- Experience of contracts of similar size
- At least three of the references will be contacted to obtain their input.


Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work. **This information is material to the award of the Contract.**


Description	Value (R) VAT excluded	Period work executed		Reference		
		Appointment Date	Completion Date	Name	Organisation	Tel no


  
Tenderer

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2





## FORM Q: SCHEDULE OF CURRENT PROJECTS

Provide the following information on current projects

**This information is material to the award of the Contract.**

Description	Value (R) VAT excluded	Appointment Date	Expected Completion Date	Reference		
				Name	Organisation	Tel no

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## FORM R: SCHEDULE OF INFRASTRUCTURE AND RESOURCES

Provide information on the following:

**Infrastructure and resources available for this project:**

### 1. Physical facilities and Buildings.

Description	Address	Owned / leased

### 2. Equipment

Provide information on equipment and resources that you have available for this project.

(Include list of equipment relevant to the project and that will align to the evaluation criteria)


Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



### 3. Vehicles

Provide information on vehicles that you have available for this project.

Description:	Number of units	Registration Number

### 4. Size of enterprise and current workload

What was your turnover in the previous financial year? -----

What is the estimated turnover for your current financial year? -----

---

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



**FORM S: SCHEDULE OF PROPOSED SUB-CONTRACTORS**

Are / Do you have sub-contractors?

YES

NO

If yes, complete the below

NAME OF SUB-CONTRACTOR	FULL DESCRIPTION OF WORK TO BE PERFORMED BY SUB-CONTRACTOR

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



### FORM T: RECORD OF ADDENDA TO TENDER DOCUMENTS

Was there an addendum issued?

YES

NO

If yes, fill or attached the communication that you received.

We confirm that the following communication 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 of Details

*\*An addendum is any communication issued by Nkangala District Municipality after the briefing session\**

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## NKANGALA DISTRICT MUNICIPALITY



# CONSTRUCTION OF THE GA-MORWE TO MTHAMBOTHINI VEHICLE BRIDGE IN DR JS MOROKA LOCAL MUNICIPALITY PROJECT No: 57504

## THE CONTRACT

### THE CONTRACT

#### **Part C1: Agreements and Contract Data**

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Performance Guarantee

#### **Part C2: Pricing Data**

- C2.1 Pricing Instructions
- C2.2 Bill of quantities

#### **Part C3: Scope of Work**

- C3 Scope of Work

#### **Part C4 : Site Information**

- C4.1 Site Information

#### **Part C5 : Annexure**

- C5.2 Supply Chain Management Policy
- C5.2 Municipality Health and Safety Specification
- C5.3 Guidelines for the implementation of labour intensive infrastructure projects under EPWP.

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## NKANGALA DISTRICT MUNICIPALITY



# CONSTRUCTION OF THE GA-MORWE TO MTHAMBOTHINI VEHICLE BRIDGE IN DR JS MOROKA LOCAL MUNICIPALITY PROJECT No: 57504

## AGREEMENTS AND CONTRACT DATA

### Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Performance Guarantee

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## FORM C.1.1

## FORM OF OFFER AND ACCEPTANCE

### Form of Offer and Acceptance

**Note:** 1 This form of offer and acceptance is identical to that contained in Annex F of SANS 10845 - 1: Construction Procurement Processes, Procedures and Methods.

2 SAICE's Practice Manual #1, The use of South African National Standards in Construction Procurement, provides guidance on the formulation of the wording for the actual offer where it is not based on the offered total of prices.

### Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **CONSTRUCTION OF THE GA-MORWE TO MTHAMBOETHIN VEHICLE BRIDGE IN DR JS MOROKA LOCAL MUNICIPALITY PROJECT No: 57504**

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.

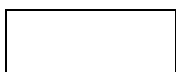
### THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

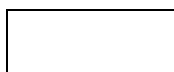
.....Rand (in words);

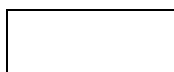
R..... (in figures) (or other suitable wording)

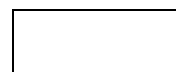
This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in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

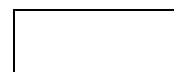
Signatures(s)			
Name(s)			
Capacity			
For the tenderer			
	(Name and address of tenderer)		
Name and signature of witness		Date	

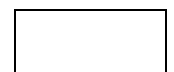
  
Tenderer

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2





## Acceptance

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

The terms of the contract, are contained in:

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

Part C2 Pricing data

Part C3 Scope of work

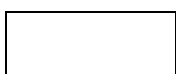
Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts

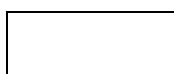
Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of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

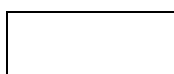
The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other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

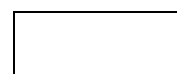
Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

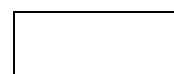
Signatures(s)			
Name(s)			
Capacity			
For the Employer			
	(Name and address of Employer)		
Name and signature of witness		Date	

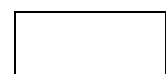
  
Tenderer

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2



## Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1	<b>Subject</b> _____ <b>Details</b> _____
2	<b>Subject</b> _____ <b>Details</b> _____
3	<b>Subject</b> _____ <b>Details</b> _____
4	<b>Subject</b> _____ <b>Details</b> _____
5	<b>Subject</b> _____ <b>Details</b> _____
6	<b>Subject</b> _____ <b>Details</b> _____

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 returnable schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

\_\_\_\_\_  
Tenderer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2



## C1.2 CONTRACT DATA

### GENERAL CONDITION OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015) PRO FORMA CONTRACT DATA

#### CONTRACT DATA FOR CONSTRUCTION OF THE GA-MORWE TO MTHAMBOETHIN VEHICLE BRIDGE IN DR JS MOROKA LOCAL MUNICIPALITY PROJECT No: 57504

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

##### CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, Third Edition (2015) published by the South African Institute of Civil Engineering, Private Bag X200, Halfway House, 1685 is applicable to this Contract and is obtainable from [www.saice.org.za](http://www.saice.org.za).

##### CONTRACT SPECIFICATION DATA

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

Clause	Data
1.1.1.5	The "commencement date" means the date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect.
1.1.1.13	The Defects Liability Period for the Works shall be 365 days.
1.1.1.14	The time for achieving Practical Completion is <b>5 Months</b>
1.1.1.15	The Name of the Employer is <b>Nkangala District Municipality</b>  The NDM General Manager Technical Services is <b>Mr. D.J.D Mahlangu</b>
1.1.1.16	The Employer's Agent is <b>Civilchem Engineering Services JV</b> represented by <b>Mr Riaan Fourie</b>
1.1.1.26	The pricing strategy is Re-measurement Contract.
1.2.1	Add the following to the clause:  1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.  1.2.1.4 Posted to the Contractor's address, and delivered by the postal authorities.  1.2.1.5 Delivered by a courier service, and signed for by the recipient or his representative.
1.2.1.2	The employer's address for receipt of communication is: <b>P O Box 437</b> <b>2A Walter Sisulu Street</b> <b>Middelburg 1050</b> <b>Telephone: 013 249 2000</b> <b>Facsimile: 013 249 2145</b>

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



	<p>The address and telephone number of the Employer's Agent is:</p> <p><b>Messrs Civilchem Engineering Services JV</b>  <b>152 Pretoria Road</b>  <b>Rynfield</b>  <b>BENONI</b>  <b>1500</b>  <b>Telephone: 011 421 7233</b>  <b>Facsimile: 086 538 8591</b></p>
1.3.5	<p>Add the following new Clause:</p> <p>The copyright in all documents, drawings and records (prepared by the Employer's Agent) related in any manner to the Works shall vest in the Employer or the Employer's Agent or both (according to the dictates of the Contract that has been entered into by the Employer's Agent and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.</p>
3.2.3	<p>The Employer's Agent is, in terms of his appointment by the Employer for the design and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties:</p> <p>3.2.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.11 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions.</p> <p>3.2.3.2 The issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R50 000, the evaluation of all variation orders in terms of Clause 6.4 and the adjustment of the sum(s) tendered for General Items in terms of Clause 6.11.</p> <p>3.1.3.3 The approval of any claim submitted by the Contractor in terms of Clause 10.1.</p>
4.1.2	Add the following to the clause:
4.1.2.1	<p>The Contractor shall provide the following to the Employer's Agent for retention by the Employer or his assignee in respect of all works designed by the Contractor: a Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.</p> <p>Proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).</p> <p>Design calculations should the Employer's Agent request a copy thereof.</p> <p>Engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Employer's Agent to compare the design with the specified requirements and to record any comments he may have with respect thereto.</p> <p>"As-Built" drawings in DXF electronic format after completion of the Works.</p> <p>The Contractor shall be responsible for the design of the Temporary Works.</p>
4.1.2.2	
4.1.2.3	
4.1.2.4	
4.1.2.5	
4.3.3	Add the following new clause:

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



	<p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan.</p> <p>The Contractor shall submit an approved Health and Safety Plan to the Employer's Agent within 14 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.</p>
4.3.4	<p>Add the following new clause:</p> <p><b>Contractor's liability as mandatory</b></p> <p>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.</p>
4.3.5	<p>Add the following new clause:</p> <p><b>Contractor to notify Employer</b></p> <p>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</p>
4.3.6	<p>Add the following new clause:</p> <p><b>Contractor's Designer</b></p> <p>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.</p>
4.3.7	<p>Add the following new clause:</p> <p>The Ministerial Determination 4, Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No 949 of 22 October 2010, as appended to these Contract Data as Annexure, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</p>
4.10.3	<p>Add the following new clause:</p> <p>The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work.</p>
5.3.1	<p>Add the following:</p> <p>The documentation required before commencement with Works Execution are:</p> <ul style="list-style-type: none"> <li>• Health and Safety Plan (Refer to Clause 4.3)</li> <li>• Initial Programme (Refer to Clause 5.6)</li> <li>• A detailed cashflow forecast (Refer to Clause 5.6.2.6)</li> <li>• Security (Refer to Clause 6.2)</li> </ul>

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



	<ul style="list-style-type: none"> <li>Insurance (Refer to Clause 8.6)</li> </ul>
5.3.2	<p>Add the following:</p> <p>The time to submit the documentation required (Refer to Clause 5.3.1) before commencement with Works execution is 14 days.</p>
5.4.2	<p>The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope or Works and/or Site information.</p>
5.6.1	<p>Add the following to the clause:</p> <p>In this regard the Contractor shall have regard for the phases and sub-phases (if applicable) for the Development, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Specifications and/or will be indicated on the Phasing Plan which forms part of the Drawings.</p>
5.7.1	<p>Delete the last paragraph of the clause and replace with the following:</p> <p>No such instruction by the Employer's Agent to expedite progress shall be the subject of additional compensation to the Contractor unless the instruction explicitly states that the Contractor is entitled to additional compensation, and cites the amount of such compensation or the basis upon which it is to be determined.</p>
5.8.1	<p>The non-working days are Sundays.</p> <p>Special non-working days shall be all South African Statutory holidays and the official building holidays (which commences on 15 December and ends on 07 January).</p>
5.12.3	<p>Delete the contents of the clause and insert the following:</p> <p>If an extension of time is granted, other than an extension resulting from abnormal rainfall in terms of Clause 5.12.5, the Contractor shall be paid such additional time-related General Items as are appropriate having regard to any other compensation which may already have been granted in respect of the circumstances concerned.</p>
5.12.5	<p>Add the following new clause:</p> <p><b>Extension of time due to Abnormal Rainfall</b></p> <p>Extension of time for completion of the Contract shall be allowed in the event of abnormal rainfall in accordance with the following formula:</p> $V = (N_w - N_n) + (R_w - R_n)/20$ <p>Where:</p> <p>(i) <b>V = Extension of time in calendar days for the calendar month under consideration</b></p> <p>N<sub>w</sub> = Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded</p> <p>R<sub>w</sub> = Actual total rainfall in mm recorded during the calendar month under consideration</p> <p>N<sub>n</sub> = Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant calendar month. Rainfall records to be sourced by the Contractor</p> <p>R<sub>n</sub> = Average total rainfall in mm for the relevant calendar month, derived from rainfall records. Rainfall records to be sourced by the Contractor</p>

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



	<p>Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of <math>N_n</math>, then V shall be taken as being equal to minus <math>N_n</math>. The total extension of time to be granted shall be the algebraic sum of all the monthly extensions, provided that if this total is negative then the time for completion shall not be reduced due to subnormal rainfall.</p> <p>Rainfall records for the period of construction shall be taken on Site. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Employer's Agent or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Employer's Agent Representative. Access to the measuring gauge(s) shall at all times be under the Employer's Agent's control.</p>
5.13.	<p>Delete the contents of the clause and insert the following:</p> <p>5.13.1 If the Contractor fails by the Due Completion Date to complete the Works, or any specific portion thereof that is identified in the Scope of Works to the extent which entitles him in terms of Clause 5.14.2 to receive a Certificate of Practical Completion for the Works, then the Contractor shall be liable to the Employer for the sum(s) stated below as (a) penalty(ies) for every day which shall elapse between the Due Completion Date for the Works or the specific portion of the Works and the actual Date of Practical Completion of the Works or of the specific portion.</p> <p>The penalty for delay shall be: <b>R2000-00</b> per day.</p> <p>5.13.2 If before the issue of a Certificate of Practical Completion for the whole of the Works, or for any specific portion thereof that is identified in the Scope of Works, any further part of the Works has been:</p> <p>5.13.2.1 certified as complete in terms of a Certificate of Practical Completion; or</p> <p>5.13.2.2 occupied or used by the Employer, his agents, employees or other contractors (not being employed by the Contractor);</p> <p>Then the appropriate penalty for delay referred to in Clause 5.13.1 above shall be reduced by the amount which is determined by the Employer's Agent to be appropriate under the circumstances.</p> <p>5.13.3 The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p> <p>5.13.4 All penalties for which the Contractor becomes liable in terms of Clause 5.13.1 shall be accumulative. The Employer may, without prejudice to any other method of recovery, deduct the amounts of all such penalties from any monies in his possession that are or may become due to the Contractor.</p> <p>5.13.5 The imposition of any penalties in terms of Clause 5.13.1 shall not limit the right of the Employer's Agent to act in terms of Clause 9.2.</p>
5.13.4	<p>Add the following new Clause:</p> <p>If the Contractor shall, without the prior written permission of the Employer's Agent, in respect of any portions of the Works which are prescribed in the Scope of Work to be executed using labour intensive construction methods, or for which the maximum size and capacity of mechanical plant and equipment is restricted in terms of the Contract:</p> <ul style="list-style-type: none"> <li>fail to execute such portions of the Works, or any parts thereof, utilizing labour intensive construction methods strictly in accordance with the provisions of the Contract; or</li> <li>utilize in the execution of such portions of the Works, or any parts thereof, mechanical plant or equipment which is in conflict with the terms of the Contract; or</li> </ul>

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2





	<ul style="list-style-type: none"> <li>utilize in the execution of such portions of the Work, workers drawn from sources other than those allowed in terms of the Contract;</li> </ul> <p>then the Contractor shall be liable to the Employer for the percentage stated below of the value of the Works so executed in conflict with the provisions of the relevant Scope of Work, as a penalty for non-compliance.</p> <p>The penalty for non-compliance is: 15% of the value of Works specified.</p> <p>The imposition of penalties in terms of this clause shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p>
6.1.1	<p>Add the following to the clause:</p> <p>Payment for works identified in the Scope of Work as being labor-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p>
6.2.1	<p>Add the following to this Clause:</p> <p>The amount of the guarantee will be 10% of the Contract Price (including Value Added Tax) at the time that the Agreement comes into effect. The guarantee shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Permanent Works. The Pro Forma Form of Guarantee bound into the General Conditions of Contract is replaced by the Form of Guarantee (Deed of Suretyship) which is included in Part C1.3 of this document.</p> <p>This approval or otherwise shall be based upon legal opinion to be provided by the Employer's Agent.</p>
6.8.2	<p>The application of a Contract Price Adjustment factor will not apply to this Contract. "Refer to Contract Price Adjustment Schedule for details".</p>
6.8.3	<p>Price Adjustments for variations in the cost of special materials will be allowed. "The Contractor will be required to provide full details in Part 2 of the Contract Data".</p>
6.8.4	<p>In line 8 delete the words "between the Employer and the Contractor".</p>
6.10.1.5	<p>The percentage advance on materials not yet built into the Permanent Works is 80%.</p>
6.10.3	<p>The percentage retention is 10%. The Limit of Retention Money is 10% of the Contract Price at the time of the Agreement made in terms of the Form of Offer and Acceptance coming into effect.</p>
6.10.4	<p>In line 4 delete the word "said" and insert the word "correct".</p>
6.10.9	<p>Replace the first sentence of the clause with the following:</p> <p>Within 14 days after the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Employer's Agent a final statement claiming final statement of all moneys due to him for additional work ordered by the Employer's Agent after the Certificate of Completion date (save in respect of matters in dispute, in terms of Clause 10.3, and not yet resolved) plus the remainder of retention monies (subject to Clause 6.10.3) retained by the Employer.</p>
6.11.1.3	<p>Delete "15 %" and replace it with "25%".</p>
10.5.3	<p>The number of Adjudication Board Members to be appointed is 1 (One).</p>

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2





CONTRACT PRICE ADJUSTMENT SCHEDULE	
Clause	Contract Data
1.1	The application of a Contract Price Adjustment factor will not apply to this Contract.

**Part 2: Data Provided by the Contractor**

Clause	Contract Data												
1.1.1.9	<p>The name of the Contractor is:</p> <hr/> <hr/>												
1.2.1.2	<p>The address of the Contractor is:</p> <hr/> <hr/>												
6.2.1	<p>The security to be provided by the Contractor shall be one of the following:</p> <table border="1"> <thead> <tr> <th>Type of Security</th><th>Contractor's choice. Indicate "Yes" or "No"</th></tr> </thead> <tbody> <tr> <td>Cash deposit of 10% of the Contract Sum (Incl. VAT).</td><td></td></tr> <tr> <td>Performance guarantee of 10 % of the Contract Sum (Incl. VAT).</td><td></td></tr> <tr> <td>Retention of 10% of the value of the Works (Incl. VAT).</td><td></td></tr> <tr> <td>Cash deposit of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).</td><td></td></tr> <tr> <td>Performance guarantee of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).</td><td></td></tr> </tbody> </table>	Type of Security	Contractor's choice. Indicate "Yes" or "No"	Cash deposit of 10% of the Contract Sum (Incl. VAT).		Performance guarantee of 10 % of the Contract Sum (Incl. VAT).		Retention of 10% of the value of the Works (Incl. VAT).		Cash deposit of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).		Performance guarantee of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).	
Type of Security	Contractor's choice. Indicate "Yes" or "No"												
Cash deposit of 10% of the Contract Sum (Incl. VAT).													
Performance guarantee of 10 % of the Contract Sum (Incl. VAT).													
Retention of 10% of the value of the Works (Incl. VAT).													
Cash deposit of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).													
Performance guarantee of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).													

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



### C1.3 PERFORMANCE GUARANTEE

(Not to be completed at tender stage)

#### PRO FORMA

#### PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition (2015).

#### GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: \_\_\_\_\_

Physical address: \_\_\_\_\_

"Employer" means: \_\_\_\_\_

"Contractor" means: \_\_\_\_\_

"Employer's Agent" means: \_\_\_\_\_

"Works" means: \_\_\_\_\_

"Site" means: \_\_\_\_\_

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

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

Amount in words: \_\_\_\_\_

"Guaranteed Sum" means: The maximum aggregate amount of R \_\_\_\_\_

Amount in words: \_\_\_\_\_

Type of Performance Guarantee: \_\_\_\_\_ (insert variable or fixed)

"Expiry Date" means: .....(Give date) or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

#### CONTRACT DETAILS

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

#### 1. VARIABLE PERFORMANCE GUARANTEE

1.1. Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited during the following periods to diminishing amounts of the Guaranteed sum as follows:

\_\_\_\_\_

*Tenderer*

\_\_\_\_\_

*Witness 1*

\_\_\_\_\_

*Witness 2*

\_\_\_\_\_

*Employer*

\_\_\_\_\_

*Witness 1*

\_\_\_\_\_

*Witness 2*



- 1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:

R.....

(Amount in words .....)

- 1.1.2 From the day following the date of the said interim payment certificate up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, whichever occurs first:

R.....

(Amount in words .....)

- 1.2. The Employer's agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

## 2. FIXED PERFORMANCE GUARANTEE

- 2.1. Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amounts of the Guaranteed sum.
- 2.2. The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.
- 2.3. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

## 3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

- 3.1. The Guarantee hereby acknowledge that:

- 3.1.1 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.

- 3.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.

- 3.2. Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:

- 3.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payments of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2:

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



- 3.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;
- 3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 3.3. Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 3.3.1 The Contractor has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or
- 3.3.2 A provision or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and
- 3.3.3 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.
- 3.4. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1
- 3.5. Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 3.6. Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7. Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 3.8. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider 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.
- 3.9. The Guarantor chooses the physical address as stated above for the service of all notices for all purpose in connection herewith.
- 3.10. The Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, 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.

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



3.11. This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purpose of obtaining a court order.

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

Signed at : \_\_\_\_\_

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

Guarantor's signatory (1) \_\_\_\_\_

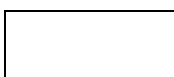
Capacity \_\_\_\_\_

Guarantor's signatory (2) \_\_\_\_\_

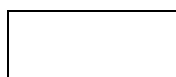
Capacity \_\_\_\_\_

Witness signatory (1) \_\_\_\_\_

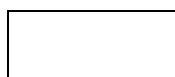
Witness signatory (2) \_\_\_\_\_



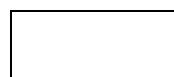
*Tenderer*



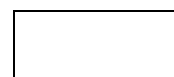
*Witness 1*



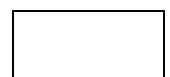
*Witness 2*



*Employer*



*Witness 1*



*Witness 2*



**RETENTION MONEY GUARANTEE**  
**(Not to be completed at tender stage)**

In accordance with clause 6.2.1 of General Conditions of Contract, 3rd Edition 2015

Contract No: -----

Description of Contract: -----

-----

**GUARANTOR DETAILS AND DEFINITIONS**

“Guarantor” means: ----- (Please put name of firm)

Physical address: -----

-----

Postal address: -----

-----

Tel:-----

Fax: -----

“Employer” means: **NKANGALA DISTRICT MUNICIPALITY**

“Contractor” means: ----- (Please put name of firm)

“Guarantee sum” means: 10% of the contract amount

“**Employer’s Agent**” means: -----

“**Works**” means: Permanent works together with temporary works

“**Site**” means: The land and other places, made available by the Employer for the purpose of the contract, on under over in or through which the works are to be executed or carried out.

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

“**Contract Sum**” means: The accepted amount inclusive for tax of R-----

Amount in words: -----

“**Expiry Date**” This Guarantee shall expire upon the issue of the **Final Completion Certificate** issued by NKANGALA DISTRICT MUNICIPALITY signed by the Director of EMPLOYER’S AGENTING Services, as such date is advised to the Guarantor in writing confirmed by the Employer.

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*Tenderer*

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*Witness 1*

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*Witness 2*

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*Employer*

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*Witness 1*

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*Witness 2*

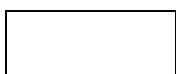


## CONTRACT DETAILS

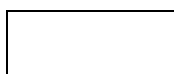
Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Work as defined in the Contract.

## RETENTION GUARANTEE

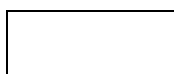
1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. Expiry Date" This Guarantee shall expire upon the issue of the final completion certificate issued by NKANGALA DISTRICT MUNICIPALITY signed by the Director of EMPLOYER'S AGENTING Services, as such date is advised to the Guarantor in writing confirmed by the Employer  
The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on the Certificate 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 surety ship;
  - 3.2 . Its obligation under this Retention 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 issues by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent and/ or Employer 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 and / or postal address with a copy to the Contractor stating that period of seven (7) days has elapsed since the first written demand terms of 4.1 and the sum certificate has still not been paid;
  - 4.3. A copy of the aforesaid payment certificate which entails the Employer to receive payment in terms of the Contract sum in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address and/ or postal address calling up this Performance Guarantee, such demand stating that:
  - 5.1. The contractor has been terminated due to the Contractor's default and this Retention Guarantee is called up in terms of 5; or
  - 5.2. A provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Retention Guarantee is called up in terms of 5; and
  - 5.3. The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional /final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.



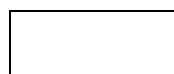
Tenderer



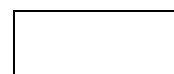
Witness 1



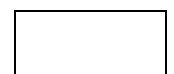
Witness 2



Employer



Witness 1



Witness 2



7. 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.
8. Payment by Guarantor in terms of 5 will only be made against the return of the original Retention Guarantee by the Employer.
9. 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 his Retention Guarantee on account alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address and postal address as stated above for the service of all notices for all purposes in connection herewith.
11. This Retention Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after on claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
12. This Retention 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.
13. Where this Retention Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Court Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Sign at -----

Date -----

Guarantor's signatory (1) -----

Capacity -----

Guarantor's signatory (2) -----

Capacity -----

Witness signatory (1) -----

Witness signatory (2) -----

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*





## C.2.1 PRICING INSTRUCTIONS

1. All activities must be invoiced on a monthly basis, based on the completion of the activity but not exceeding the allocated budget that has been priced for that activity.
2. Payment will be based on the completion of activities provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.
3. The total price for the activities shall not be exceeded without the prior written approval and agreement of the Client.
4. The Schedule of Activities and the Bills of Quantities comprises items covering the service provider's profit and costs of general liabilities and includes costs of all services.
5. **All rates and amounts must be completed by hand in black Ink.**
6. The schedule items covering the service provider's profit or general liabilities and the construction of temporary and permanent risk.
7. Although the tenderer is at liberty to insert a rate at his own choice for each item in the schedule, his attention is drawn to the fact that the employer has the right, under various circumstances, to payment for additional work carried out and that the Employer's Agent is obliged to base his assessment and the payment to be paid for such additional work on the rates inserted in the schedule by the tenderer.
8. The prices and rates to be inserted in the schedule of quantities are to be the full inclusive prices to be the employer for the work described under several items. The prices shall be exclusive of Value Added Tax (VAT). Such prices shall cover all costs and expenses that may be required in and for the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the document on which the tender is based.
9. In the event of the tenderer failing to price any item it will be construed that the tenderer has made adequate allowance under other items for all labour, material and costs required, for the exclusion, not only for the quantum of work covered by the unpriced item, but also for any increase in the said quantum which may have to be undertaken during the course of the contract.
10. For the purposes of this Schedule of Activities and Bills of Quantities, the following words shall have the meanings hereby assigned to them:
  - Unit: The unit of measurement for each item of Service provided as defined in the Standardized, Project or Particular Specifications.
  - Quantity (Qty): The number of units of work/service provision for each item.
  - Rate: The payment per unit of work/provision of services at which the Tenderer Tenders to do the work.
  - Amount: The quantity of an item multiplied by the Tendered rate of the (same) item.
  - Sum: An amount Tendered for an item, the extent of which is described in the schedule of activities, the scope of works or elsewhere, but of which the quantity of work is not measured in units.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



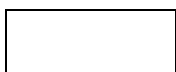
## NKANGALA DISTRICT MUNICIPALITY

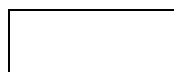


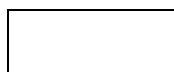
### CONSTRUCTION OF THE GA-MORWE TO MTHAMBOTHIN VEHICLE BRIDGE IN DR JS MOROKA LOCAL MUNICIPALITY PROJECT No: 57504

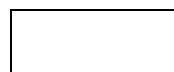
#### **BILL OF QUANTITIES**

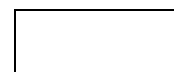
#### **C2.2 BILL OF QUANTITIES**

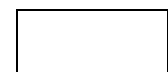
  
*Tenderer*

  
*Witness 1*

  
*Witness 2*

  
*Employer*

  
*Witness 1*

  
*Witness 2*



ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>900</b>	<b><u>SECTION 900</u></b> <b>TRAINING</b>				
PSA9.1	Provisional Sum for formal training of targeted labor	Prov Sum	1,00	50 000,00	50 000,00
PSA9.2	Percentage for charges and profit on the provisional sum for formal training of targeted labor (item PSA9.1 above)	%		8.0%	4 000,00
PSA9.5	Provisional Sum for the employment and training of two tertiary students for the duration of the contract (Built Environment Studies)	Prov Sum	1,00	97 500,00	97 500,00
PSA9.6	Percentage for charges and profit on the provisional sum for the employment and training of two tertiary students (Item PSA9.5 above)	%		8.0%	7 800,00
<b>900</b>	<b>TOTAL SECTION 900 - CARRIED TO SUMMARY</b>				<b>159 300,00</b>

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>1100</b>	<b><u>SECTION 1100</u></b> <b>OCCUPATIONAL HEALTH AND SAFETY</b>				
C11.01	Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations.  The full amount will be paid in one instalment only once:  (a) The Contractor has notified the Provincial Director of the Department of Labor in writing of the project.  (b) The Contractor has made the required initial Appointments of Employees and Sub-Contractors  (c) The Client has approved the Contractor's Health and Safety Plan.  (d) The Contractor has set up his Health and Safety File.	Lump Sum	1,00		
C11.02	Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations.  The tendered rate shall represent full compensation for that part of the contractor's general obligations in terms of the Occupational Health and Safety Act and the Construction Regulations which are mainly a function of time. The sum will be paid per week only after payment for Item C11.01 has been made. This item shall also cover all updates of the files, plans and reports associated with the Occupational Health and Safety Act and the Construction Regulations.	Month	5,00		
C11.03	Provision of full time Construction Safety Officer  The tendered sum shall include for the cost of a construction safety officer on a full-time basis, his overheads, transport and all other items necessary for the proper carrying out of his duties.	Month	5,00		
C11.04	Submission of the Health and Safety File  This amount will be paid only once the Contractor has met all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and has submitted his Health and Safety File complete as envisaged on this specification to the Client's satisfaction.	Lump Sum	1,00		
<b>1100</b>	<b>TOTAL SECTION 1100 - CARRIED TO SUMMARY</b>				

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>1200</b>	<b><u>SECTION 1200</u></b> <b>GENERAL REQUIREMENTS AND PROVISIONS</b>				
12.05	a) Quality control tests ordered by the engineer.	Prov Sum	1,00	25 000,00	25 000,00
	b) Percentage for charges and profit on the provisional sum Quality Control Testing (Item B12.03 (a) above)	%		8.0%	2 000,00
	Standing Time costs due to riot, sabotage or Acts of terrorism.	Sum/day	10,00		
	a) Provisional Sum for the employment of a Community Liaison Officer for the duration of the contract	Prov Sum	1,00	25 000,00	25 000,00
	b) Percentage for charges and profit on the provisional sum for the Employment of a Community Liaison Officer (Item B12.06 (a) above)	%		8.0%	2 000,00
	Complying with the Occupational Health and Safety Act (Act 85 of 1993)				
	(i) Provision of an OH&S health and safety plan prior to the commencement of the Works.	Lump Sum	1,00		
	(ii) Medical check-up on all personnel and employees to comply with the requirements of the Act.	Lump Sum	1,00		
	(iv) Implementation of the approved Health and Safety plan	Month	5,00		
<b>1200</b>	<b>TOTAL SECTION 1200 - CARRIED TO SUMMARY</b>				

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>1300</b>	<b><u>SECTION 1300</u></b> <b>CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</b>				
<b>B13.01</b>	<b>The Contractor's general obligations:</b>				
	(a) Fixed obligations	Lump Sum	1,00		
	(b) Value-related obligations	Lump Sum	1,00		
	(c) Time-related obligations	Month	5,00		
<b>1300</b>	<b>TOTAL SECTION 1300 - CARRIED TO SUMMARY</b>				

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>1400</b>	<b><u>SECTION 1400</u></b>				
<b>B14.02</b>	<b>HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL</b>				
	Office and laboratory accommodation:				
	(b) Offices (interior floor space only)	m <sup>2</sup>	90,00		
	(g) Ablution units	m <sup>2</sup>	20,00		
<b>14.02 (b)</b>	<b>Office and laboratory furniture:</b>				
	(i) Desks, complete with drawers and locks	No.	2,00		
	(ii) General purpose steel cupboards with shelves	No.	2,00		
	(vi) Air conditioning units with 2,2 Kw minimum capacity, mounted and with own power connection.	No.	1,00		
	(xi) Chairs:				
	(1) Visitors and conference	No.	12,00		
	(2) Desk chairs on castors	No.	2,00		
<b>14.03</b>	Office and laboratory fittings, installations and equipment:				
	(x) Fire extinguishers 9,0 kg all-purpose dry powder type, complete, mounted on wall brackets.	No.	5,00		
<b>14.08</b>	Services				
	(a) Services at office and laboratories:				
	(i) Fixed costs	Lump Sum	1,00		
	(ii) Running costs	Month	5,00		
<b>1400</b>	<b>TOTAL SECTION 1400 - CARRIED TO SUMMARY</b>				

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>1500</b>	<b><u>SECTION 1500</u></b> <b>ACCOMODATION OF TRAFFIC</b>				
15.01	Accommodation of traffic and maintaining temporary deviations	km	1,00		
<b>1500</b>	<b>TOTAL SECTION 1500 - CARRIED TO SUMMARY</b>				

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*





ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>1600</b>	<b><u>SECTION 1600</u></b> <b>OVERHAUL</b> - To be implemented by appointed local sub-contractor				
16,01	Overhaul on material hauled in excess of a free-haul distance of 0,5 km for haul up to or through 5,0 km (restricted overhaul)	m <sup>3</sup>	1 000,00		
16,02	Overhaul on material hauled in excess of 5,0 km (ordinary overhaul of mass earthworks)	m <sup>3</sup> -km	2 040,00		
L16.06	Percentage allowance to Main Contractor for Handling and Management Cost in respect of items 16.01 and 16.02 above to be implemented by appointed local Subcontractor	%		8.0%	
<b>1600</b>	<b>TOTAL SECTION 1600 - CARRIED TO SUMMARY</b>				

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>1700</b>	<b><u>SECTION 1700</u></b> <b>CLEARING AND GRUBBING</b> - To be implemented by appointed local sub-contractor				
17,03	Re-clearing of surfaces (on the written instructions of the Engineer only)	Ha	0,25		
17,05	Cleaning out of hydraulic structures				
	(c) Box culverts up to and including 1.5m vertical dimension	m <sup>3</sup>	25,00		
L17.06	Percentage allowance to Main Contractor for Handling and Management Cost in respect of items 17.03 and 17.05 above to be implemented by appointed local Subcontractor	%		8.0%	
<b>1700</b>	<b>TOTAL SECTION 1700 - CARRIED TO SUMMARY</b>				

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>B1800</b>	<b><u>SECTION 1800</u></b>				
	<b>DAYWORKS</b>				
B18.01	Dayworks				
	(a) Normal hours of duty				
	(i) Foreman	hr	10,00		
	(ii) Chargehand	hr	10,00		
	(iii) Labourer	hr	10,00		
	(b) Sundays, gazetted holidays, and overtime				
	(i) Foreman	hr	10,00		
	(ii) Chargehand	hr	10,00		
	(iii) Labourer	hr	10,00		
B18.02	Hire of construction equipment				
	(i) Compressor, capacity smaller than 10m <sup>3</sup> /hr	hr	10,00		
	(ii) Compressor, capacity larger than 10m <sup>3</sup> /hr	hr	10,00		
	(iii) Light utility vehicle up to 1 ton capacity	hr	10,00		
	(iv) Tipper truck up to 7m <sup>3</sup> capacity	hr	10,00		
	(v) Motor grader (110kW)	hr	10,00		
	(vi) TLB	hr	10,00		
<b>1800</b>	<b>TOTAL SECTION 1800 - CARRIED TO SUMMARY</b>				

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
23	<b><u>SECTION 2300</u></b>				
	<b>CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS</b> - To be implemented by appointed local sub-contractor				
	23,02 Concrete kerbing-channeling combination				
	(c) Precast kerb to SABS 927 and cast in-situ channel 200mm wide (concrete class 20/19)				
	(iii) Figure 3 kerb	m	560,00		
	(viii) Figure 8C kerb	m	80,00		
	23,03 1000x470mm Precast Concrete Chutes including installation, jointing, overlap and finishing	m	30,00		
	23,05 Inlet, Outlet and Transition Structures				
	(i) Concrete Chute Inlet Structure	No	6,00		
	(ii) Concrete Chute transition structure at V-drain connection point	No	6,00		
23,07	Trimming of excavations for concrete-lined open drains:				
	(i) V-shaped side drain on both sides of road				
	(a) In soft material	m <sup>2</sup>	760,00		
23,08	Concrete lining for open drains				
	(a) Cast in-situ concrete lining class 20/19				
	(i) V-shaped side drain on both sides of road	m <sup>3</sup>	76,00		
	(b) Class U2 surface finish to cast in-situ concrete				
	(i) V-shaped side drain on both sides of road	m <sup>2</sup>	760,00		

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



23,09	Formwork to cast in-situ concrete lining for open drains (Class F2 surface finish)				
	(a) To sides with formwork on the internal face only	m <sup>2</sup>	91,00		
	(c) To ends of slabs	m <sup>2</sup>	4,00		
23,10	Sealed joints in concrete linings of open drains				
	(a) Silicone Sealant	m	270,00		
23,12	Steel reinforcement				
	(c) Welded steel fabric (ref. 311)	kg	2 800,00		
23,13	Polyethylene sheeting (0,15mm thick) for concrete-lined open drains	m <sup>2</sup>	760,00		
23,14	Cutting bituminous surfacing and pavement layers for concrete kerbing, channeling, or concrete-lined drains:				
	(a) In Existing Road	m	180,00		
23,15	Precast concrete blocks in outlet structures	No.	46,00		
L23.16	Percentage allowance to Main Contractor for Handling and Management Cost in respect of item 23.01 to 23.15 above to be implemented by appointed local Subcontractor	%		8.0%	
2300	TOTAL SECTION 2300 - CARRIED TO SUMMARY				

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>33</b>	<b><u>SECTION 3300</u></b>				
	<b>MASS EARTHWORKS</b>				
33,01	Cut and borrow to fill, including free-haul up to 5.0 km				
	(a) Gravel material in compacted layer thickness of 200mm and less:				
	(ii) Compacted to 93% of modified AASHTO density	m <sup>3</sup>	9 000,00		
33,04	Cut to spoil, including free-haul up to 5.0 km.				
	Material obtained from:				
	(a) Soft excavation -	m <sup>3</sup>	50,00		
	(b) Intermediate excavation	m <sup>3</sup>	25,00		
	(c) Hard excavation	m <sup>3</sup>	Rate Only		
33,09	Material bladed to windrow:	m <sup>3</sup>	480,00		
33,10	Roadbed preparation and compaction of material:				
	(b) Compacted to 93% of modified AASHTO density	m <sup>3</sup>	285,00		
33,11	Three-roller-passes compaction:				
	(a) Vibratory roller	m <sup>2</sup>	812,00		
33,12	In-situ treatment of roadbed:				
	(a) In-situ treatment by ripping	m <sup>3</sup>	100,00		
33,13	Finishing-off cut and fill slopes medians and interchange areas:				

Tenderer

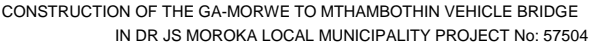
Witness 1

Witness 2

Employer

Witness 1

Witness 2



<i>Tenderer</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>



ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>34</b>	<b><u>SECTION 3400</u></b> <b>PAVEMENT LAYERS OF GRAVEL MATERIAL</b> - To be implemented by appointed local sub-contractor:				
34,01	Pavement layers constructed from gravel obtained from commercial sources:  (a) Gravel selected layer compacted to:  (ii) 95% of modified AASHTO density (150mm G7)	m³	315,00		
	(d) Gravel subbase (chemically stabilized material) compacted to:  (i) 97% of modified AASHTO density (200mm C4)	m³	470,00		
34,04	In-situ reconstruction of existing pavement layers as:  (b) Gravel selected layer compacted to 95% of modified AASHTO density, using:  (i) Non-cemented material (150mm G7)	m³	140,00		
34,07	Extra-over item 34.04 for temporarily blading the material to windrow	m³	140,00		
L34.08	Percentage allowance to Main Contractor for Handling and Management Cost in respect of item 34.01 to 34.07 above to be implemented by appointed local Subcontractor	%		8.0%	

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2





3400	TOTAL SECTION 3400 - CARRIED TO SUMMARY				
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>3500</b>	<b><u>SECTION 3500</u></b> <b>STABILIZATION</b> - To be implemented by appointed local sub-contractor:				
35.01	Chemical stabilization; extra over un-stabilized compacted layers:  (b) Sub-base				
	(iii) 200mm thickness C4	m <sup>3</sup>	470,00		
35.02	Chemical stabilizing agent:				
	(a) CEM V S-V 32,5N cement	t	30,00		
35.04	Provision and application of water for curing	kl	15,00		
L35.05	Percentage allowance to Main Contractor for Handling and Management Cost in respect of item 35.01 to 35.04 above to be implemented by appointed local Subcontractor	%		8.0%	

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



3500	TOTAL SECTION 3500 - CARRIED TO SUMMARY	
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ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b><u>SECTION 3600</u></b>				
<b>3600</b>	<b>CRUSHED STONE BASE</b> - To be implemented by appointed local sub-contractor:				
36,01	Crushed-stone base:				
	(a) Construct from type G1 material obtained from commercial sources and compacted to 88% of Apparent Relative Density (150mm thickness)				
	(i) 37mm nominal maximum size stone	m <sup>3</sup>	225,00		
	(c) Construct from type G2 material obtained from commercial sources and compacted to 85% of Bulk Relative Density (150mm thickness)				
	(i) 37mm nominal maximum size stone	m <sup>3</sup>	225,00		
	(e) Construct from type G3 material obtained from commercial sources and compacted to 98% of modified AASHTO density (150mm thickness)				
36,02	Additional compaction:				
	(b) Extra over sub-items 36.01(c) for compaction to 88% of Bulk Relative Density.	m <sup>3</sup>	450,00		
36,12	Water for compacting the excavation floor	kl	14,20		
L36.13	Percentage allowance to Main Contractor for Handling and Management Cost in respect of items 36.01, 36.02 and 36.12 above to be implemented by appointed local Subcontractor	%		8.0%	

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



3600	TOTAL SECTION 3600 - CARRIED TO SUMMARY				
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3800	<b>SECTION 3800</b> <b>BREAKING UP OF EXISTING PAVEMENT LAYERS</b> - To be implemented by appointed local sub-contractor:				
38,01	Excavating and removing existing bituminous material				
	(b) Material to be disposed of with the average depth of excavation:				
	(i) Not exceeding 30mm	m <sup>2</sup>	100,00		
B38.04	Excavating and spoiling material from an existing pavement and/or the underlying fill				
	(a) Non-cemented material	m <sup>3</sup>	50,00		
38,08	Sawing or cutting asphalt or cemented pavement layers:				
	(b) Cutting asphalt	m	40,00		
L38.09	Percentage allowance to Main Contractor for Handling and Management Cost in respect of items 38.01, B38.04 and 38.08 above to be implemented by appointed local Subcontractor	%		8.0%	

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



3800	TOTAL SECTION 3800 - CARRIED TO SUMMARY	
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ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>4100</b>	<b><u>SECTION 4100</u></b> <b>PRIME COAT</b> - To be implemented by appointed local sub-contractor:				
41,01	Prime coat:				
	(a) MSP/1 prime	liter	2 700,00		
41,02	Aggregate for blinding	m <sup>2</sup>	60,00		
L41.03	Percentage allowance to Main Contractor for Handling and Management Cost in respect of items 41.01 and 41.02 above to be implemented by appointed local Subcontractor	%		8.0%	

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



4100	TOTAL SECTION 4100 - CARRIED TO SUMMARY	
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ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>4200</b>	<b><u>SECTION 4200</u></b> <b>ASPHALT BASE AND SURFACING</b> - To be implemented by appointed local sub-contractor:				
42,02	Asphalt surfacing:				
	(a) Continuously graded medium asphalt				
	(ii) 25mm thick	m <sup>2</sup>	Rate Only		
	(iii) 30mm thick	m <sup>2</sup>	3 570,00		
	(iv) 40mm thick	m <sup>2</sup>	Rate Only		
42,04	Tack coat of 30% stable-grade emulsion	litre	260,00 <sup>1</sup>		
42,05	Binder variations:				
	(a) Penetration grade bitumen	t	1,50		
L42.06	Percentage allowance to Main Contractor for Handling and Management Cost in respect of items 42.01, 42.04 and 42.05 above to be implemented by appointed local Subcontractor	%		8.0%	

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



4200	TOTAL SECTION 4200 - CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>4700</b>	<b>SECTION 4700</b> <b>SURFACING OF BRIDGE DECKS</b> - To be implemented by appointed local sub-contractor:				
47,01	Asphalt surfacing:				
	(a) Continuously graded medium asphalt				
	(ii) 25mm thick	t	Rate Only		
	(iii) 30mm thick	t	Rate Only		
	(iv) 40mm thick	t	100,00		
47,02	Rolled in Chippings	t	Rate Only		
L47.03	Percentage allowance to Main Contractor for Handling and Management Cost in respect of item 47.01 above to be implemented by appointed local Subcontractor	%		8.0%	

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



4700	TOTAL SECTION 4700 - CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b><u>SECTION 5100</u></b>				
	<b>PITCHING, STONework AND PROTECTION AGAINST EROSION</b> - To be implemented by appointed local sub-contractor:				
51.01	Stone pitching:				
	(b) Grouted stone pitching				
	(i) At concrete lined V-drain outlet	m <sup>2</sup>	20,00		
	Concrete pitching and block paving				
	(b) Segmental block paving (80mm interlocking)	m <sup>2</sup>	870,00		
L51.02	Percentage allowance to Main Contractor for Handling and Management Cost in respect of items 51.01 and 51.04 above to be implemented by appointed local Subcontractor	%		8.0%	

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



5100	TOTAL SECTION 5100 - CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>5200</b>	<b><u>SECTION 5200</u></b>				
	<b>GABIONS</b> - To be implemented by appointed local sub-contractor:				
52,01	Foundation trench excavation and backfilling				
	(b) In all other classes of material	m <sup>3</sup>	70,00		
52,02	Surface preparation for bedding the gabions	m <sup>2</sup>	200,00		
52,03	Gabions				
	(a) Galvanized gabion boxes:				
	(i) 1,0 m x 1,0 m x 1,0 m with mesh type 80, of 2,7 mm class A galvanized wire	m <sup>3</sup>	35,00		
	(c) Galvanized gabion mattresses, 0,3m deep with 80 mm x 100 mm mesh of 2,7 mm dia wire	m <sup>3</sup>	60,00		
52,04	Filter fabric				
	(a) Continuous filament nonwoven needle punched geotextile	m <sup>2</sup>	280,00		
L52.05	Percentage allowance to Main Contractor for Handling and Management Cost in respect of items 52.01 to 52.04 above to be implemented by appointed local Subcontractor	%		8.0%	

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2





5200	TOTAL SECTION 5200 - CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>5400</b>	<b><u>SECTION 5400</u></b> <b>GUARDRAILS</b> - To be implemented by appointed local sub-contractor:				
54,01	Guardrails on timber posts:				
	(a) Galvanized	m	400,00		
54,04	End treatments:				
	(a) End wings	No.	4,00		
	(d) End treatments in accordance with the drawings where single guardrail sections are used	No.	4,00		
54,05	Additional guardrail posts:				
	(a) Timber	No.	20,00		
54,06	Reflective plates	No.	110,00		
L54.07	Percentage allowance to Main Contractor for Handling and Management Cost in respect of items 54.01 to 54.06 above to be implemented by appointed local Subcontractor	%		8.0%	

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



5400	TOTAL SECTION 5400 - CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5600	<b>SECTION 5600</b>				
	<b>ROAD SIGNS</b> - To be implemented by appointed local sub-contractor:				
56,01	Road sign boards with painted or colored semi-matt background. Symbols, lettering, and borders in semi-matt black or in Class 1 retro-reflective material, where the sign board is constructed from:				
	(c) Pre-painted galvanized steel plate:				
	(i) Area not exceeding 2m <sup>2</sup>	m <sup>2</sup>	20,00		
56,02	Extra-over item 56.01 for using:				
	(a) Background of retro-reflective material:				
	(i) Class III	m <sup>2</sup>	20,00		
56.03	Road sign supports				
	(a) Steel tubing (galvanized in accordance with SABS 763)				
	(iii) 76mm dia. D-shape, 2mm wall thickness	t	2,00		
	(b) Timber (SABS 754, and treated in accordance with SABS 05 with creosote complying with SABS 538 or 539)				
	(iii) 150mm dia.	m	10,00		
56,05	Excavation and backfilling for road sign supports	m <sup>3</sup>	20,00		
56,07	Extra-over item 56.05 for rock excavation	m <sup>3</sup>	5,00		

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



L56.08	Percentage allowance to Main Contractor for Handling and Management Cost in respect of items 56.01 to 56.07 above to be implemented by appointed local Subcontractor	%		8.0%	
5600	<b>TOTAL SECTION 5600 - CARRIED TO SUMMARY</b>				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>5700</b>	<b>SECTION 5700</b>				
	<b>ROAD MARKINGS</b> - To be implemented by appointed local sub-contractor:				
57,02	Retro-reflective Road marking paint:				
	(a) White lines (broken or unbroken)				
	(i) 100mm wide	km	0,46		
	(ii) 150mm wide	km	0,12		
	(b) Yellow lines (broken or unbroken)				
	(i) 100mm wide	km	0,90		
	(d) White lettering and symbols	m <sup>2</sup>	90,00		
	(f) Transverse lines, painted island and arrestor bed markings (any color)	m <sup>2</sup>	60,00		
57,04	Variations in rate of application:				
	(a) White paint	litre	20,00		
	(b) Yellow paint	litre	20,00		
57,05	Road studs				
	(a) Bi-directional				
	(ii) Surface mounted, prismatic reflector road stud	No.	52,00		
B57.06	Setting out and pre-marking the lines (Excluding traffic-island markings, lettering and symbols)	km	1,48		

Tenderer

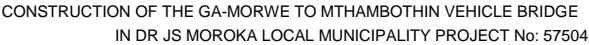
Witness 1

Witness 2

Employer

Witness 1

Witness 2

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Witness 2



5800	TOTAL SECTION 5800 - CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5900	<b><u>SECTION 5900</u></b> <b>FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS</b> - To be implemented by appointed local sub-contractor:				
59,01	Finishing the road and road reserve:				
	(a) Single carriageway roads	km	0,30		
59,02	Treatment of old roads and temporary deviations	km	0,60		
L59.03	Percentage allowance to Main Contractor for Handling and Management Cost in respect of items 59.01 and 59.02 above to be implemented by appointed local Subcontractor	%		8.0%	

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



5900	TOTAL SECTION 5900 - CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>6200</b>	<b><u>SECTION 6200</u></b> <b>FALSEWORK, FORMWORK AND CONCRETE FINISH</b>				
62,02	Vertical formwork to provide: (a) Class F1 surface finish to:				
	(i) Approach slabs	m <sup>2</sup>	16,00		
	(b) Class F2 surface finish to:				
	(i) Concrete Sidewalk	m <sup>2</sup>	28,00		
62,06	Formwork to form open joints:				
	(a) Expansion Joint Recesses	m <sup>2</sup>	3,00		
B62,10	Payment to nominated subcontractor for Supply and hire of bridge deck overhang falsework	Prov Sum	1,00	75 000,00	75 000,00
	b) Percentage for charges and profit on the provisional sum for the payment for the supply and hiring of falsework (Item B62,10 above)	%		8.0%	6 000,00

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



6200	TOTAL SECTION 6200 - CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
6300	<b><u>SECTION 6300</u></b> <b>STEEL REINFORCEMENT FOR STRUCTURES</b>				
63,01	Supply and Fix of Steel reinforcement for:				
	(a) End-blocks				
	(i) Mild steel bars	t	0,50		
	(ii) High yield stress steel bars	t	0,50		
	(b) Approach slabs				
	(ii) High yield stress steel bars	t	1,50		
	(c) Deck:				
	(i) High yield stress steel bars	t	2,50		

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



6300	TOTALSECTION 6300 - CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>6400</b>	<b><u>SECTION 6400</u></b> <b>CONCRETE FOR STRUCTURES</b>				
64,01	Cast in-situ concrete:				
	(a) Class 30/20 concrete in:				
	(i) Approach slab	m <sup>3</sup>	26,00		
	(ii) Sidewalk	m <sup>3</sup>	45,00		
	(iii) Deck (Placement and finishing only)	m <sup>3</sup>	Rate Only		
B64.15	Demolishing and disposal of existing concrete:				
	(b) Reinforced concrete in:				
	(i) Existing river crossing structure	m <sup>3</sup>	100,00		
B64.16	(a) Remedial works to existing concrete structure on instruction from the Engineer	Prov Sum	1	50 000,00	50 000,00
	(b) Percentage for charges and profit on the provisional sum for the remedial work requirement (Item B64,16 (a) above)	%		8.0%	4 000,00

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2





6400	TOTAL SECTION 6400 - CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
6600	<b>SECTION 6600</b> <b>NO-FINES CONCRETE, JOINTS, BEARINGS, BOLT GROUPS FOR ELECTRIFICATION, AND PARAPETS AND DRAINAGE FOR STRUCTURES</b>				
66,05	Expansion joints				
	(a) 500 x 100 asphaltic plug-type joint	m	26,00		
66,06	Filled joints				
	(a) Joints measured per square metre:				
	(i) 10 mm thick bitumen impregnated fiberboard	m <sup>2</sup>	15,00		
	(ii) 20 mm expanded polystyrene	m <sup>2</sup>	10,00		
66,08	Sealing joints with				
	(a) 10mm silicone sealant	m	10,00		
B66,28	(a) Precast Concrete Parapets installation. Rate to include grouting, jointing and sealing. Excluding manufacturing and delivery of parapets.	m	104,00		
	(b) Transportation of precast parapet units from precast manufacturing site to project site	km	150,00		
66,17	End blocks (completely as detailed)	No	4,00		

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



66,19	Drainage pipes and weep holes (a) Drainage Pipes				
	(i) 100mm dia uPVC in decks. Rate to include supply and installation of drainage pipes including core drilling through deck slab	m	6,00		
	(b) Weep holes				
	(i) 50mm dia PVC pipes	m	20,00		
66,20	Drainage gulleys formed in asphalt surfacing	No	24,00		
66,21	Synthetic-fibre filter fabric, continuous filament nonwoven needle punched geotextile Grade A4 or approved equivalent	m <sup>2</sup>	60,00		
66,23	Crushed stone in drainage strips	m <sup>3</sup>	6,00		
B66.27	Joint protection plates	no	4,00		
B66.29	150mm Diameter PVC Sleeves at bridge sidewalk	m	360,00		
<b>6600</b>	<b>TOTAL SECTION 6600 - CARRIED TO SUMMARY</b>				

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>8100</b>	<b><u>SECTION 8100</u></b> <b>TESTING MATERIALS AND WORKMANSHIP</b>				
81,02	a) Other special tests requested by the engineer	Prov Sum	1,00	25 000,00	25 000,00
	b) Percentage for charges and profit on the provisional sum for Other Special Tests Requested (Item 81.02 (a) above)	%		8.0%	2 000,00

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



8100	TOTAL SECTION 8100 - CARRIED TO SUMMARY				27 000,00

### SUMMARY OF SCHEDULES

900	TRAINING	
1100	OCCUPATIONAL HEALTH AND SAFETY	
1200	GENERAL REQUIREMENTS AND PROVISIONS	
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	
1400	HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL	
1500	ACCOMODATION OF TRAFFIC	
1600	OVERHAUL	
1700	CLEARING AND GRUBBING	
1800	DAYWORKS	
2300	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS	
3300	MASS EARTHWORKS	

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



3400	PAVEMENT LAYERS OF GRAVEL MATERIAL	
3500	STABILIZATION	
3600	CRUSHED STONE BASE	
3800	BREAKING UP OF EXISTING PAVEMENT LAYERS	
4100	PRIME COAT	
4200	ASPHALT BASE AND SURFACING	
4700	SURFACING OF BRIDGE DECKS	
5100	PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION	
5200	GABIONS	
5400	GUARDRAILS	
5600	ROAD SIGNS	
5700	ROAD MARKINGS	
5800	LANDSCAPING AND PLANTING PLANTS	
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS	
6200	FALSEWORK, FORMWORK AND CONCRETE FINISH	
6300	STEEL REINFORCEMENT FOR STRUCTURES	
6400	CONCRETE FOR STRUCTURES	
6600	NO-FINES CONCRETE, JOINTS, BEARINGS, BOLT GROUPS FOR ELECTRIFICATION, AND PARAPETS AND DRAINAGE FOR STRUCTURES	

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



8100	TESTING MATERIALS AND WORKMANSHIP	
<b>SUBTOTAL 1: CONSTRUCTION COST</b>		
ADD CONTINGENCIES (5%)		
<b>SUBTOTAL 2</b>		
ADD VAT (15%)		
<b>TOTAL</b>		

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## NKANGALA DISTRICT MUNICIPALITY



### CONSTRUCTION OF THE GA-MORWE TO MTHAMBOTHI VEHICLE BRIDGE IN DR JS MOROKA LOCAL MUNICIPALITY PROJECT No: 57504

#### SCOPE OF WORK

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*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

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### **C3.1 DESCRIPTION OF WORKS**

#### **C3.1.1 Employer's Objectives**

The objectives of the project is to provide the communities of the Ga-Morwe and Mthambothini villages with a new functional vehicle river bridge over the Elands River. The current river crossing structure is prone to overtopping during rainy seasons which makes usage thereof unsafe for the many vehicles and pedestrians using it to cross between the two villages.

#### **C3.1.2 Overview and Location of the Works**

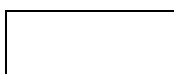
The project site is situated in Ga-Morwe / Mthambothini, within the Dr J.S Moroka Local Municipality under the Nkangala District Municipality. The approximate coordinates of the development area are as follows

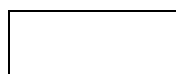
- Latitude **25° 06' 55,29" S**
- Longitude **28° 59' 43,91" E**

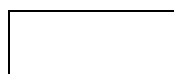
#### **C3.1.3 Background and Extent of Works**

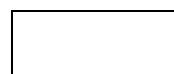
The project was implemented in March 2019 and consisted of the construction of a 60m long, 13.95m wide vehicle bridge with 3 spans of 20m each. The initial scope of the works consisted of the following:

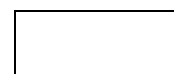
- Setting out of the roads and bridge structure works
- Site Clearance
- Accommodation of traffic (utilizing existing crossing structure as detour)
- Provision of water re-routing measures to provide access to river bed
- Installation of pile foundations for bridge structure
- Construction of cast in-situ bridge elements (Piers and Abutments)
- Construction and pre-stressing of precast bridge elements (Beams)
- Manufacturing and installation of precast permanent formwork units
- Construction of cast in-situ deck slab
- Manufacturing and installation of pre-cast parapet units
- Placement of mass fill for approach road sections
- Construction of road layer works
- Pavement layer works
- Asphaltting or road surface
- Stone pitched Storm Water drains
- Installation of road signs and markings
- Finishing of the road and road reserve
- Paving of the pedestrian walkway facilities along the road way

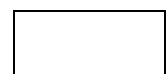
  
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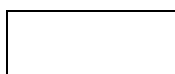
The remaining works not completed under the previous contract is listed as follows:

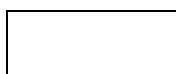
- Concrete remedial works
- Collection and installation of precast parapet units
- Construction of end blocks
- Installation of bridge deck drainage systems
- Construction of pedestrian walkway
- Asphalt to bridge deck
- Installation of deck expansion joints
- Completion of mass fill
- Installation of gabions and stormwater drainage systems
- Construction of road layer works
- Pavement layer works
- Asphalting of road surface
- Stone pitched Storm Water drains
- Installation of road signs and markings
- Finishing of the road and road reserve
- Paving of the pedestrian walkway facilities along the roadway

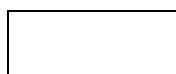
## C3.2 ENGINEERING

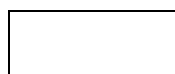
### C3.2.1 Design services and activity matrix

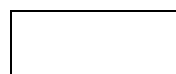
Description	Responsibility
Design of Works	Engineer
Concept, feasibility and overall process	Client
Basic Engineering and detail layouts to tender stage	Engineer
Application for wayleaves	Engineer
Final Design of Works	Engineer
Follow up and maintenance of wayleaves	Contractor
Final Design to approved for construction stage	Client
Preparation of tender documentation & adverts	Engineer
Appointment of soil test / topographical surveyors	Engineer
Appointment of sub-contractors	Contractor
Supervision	Engineer
Preparation of as-built drawings	Contractor / Engineer
Completion certificate	Engineer / Client / Contractor

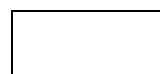
  
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### C3.2.2 Drawings

The drawings contained in the tender document shall be used for tender purposes only. Further drawings are to be provided on an on-going basis by the engineer.

The contractor will be supplied with three (3) sets of construction (working) drawings. These prints are issued free of charge and the contractor shall make any additional prints he may require at his own cost.

Any information in the possession of the contractor, which the resident engineer requires to complete the as-built drawings, shall be supplied to the resident engineer before a certificate of completion will be issued.

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

### C3.3 PROCUREMENT

The Tenderers notice is drawn to the fact that the awarding of this tender will be in terms of the Supply Chain Management Policy of the Nkangala District Municipality and The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (May 2010) (Available on [www.cidb.co.za](http://www.cidb.co.za)).

### C3.4 SUB-CONTRACTING

As the Client's policy there will be an appointment of sub-contractors nominated by the Client for work up to 30% of the project amount. No work may be sub-contracted to another party unless approval is given by the Engineer in writing. The Contractor is to submit to the Engineer in writing a request for appointment of a particular sub-contractor. Accompanying this request is to be the full detail of the sub-contractor, including:

- Previous experience
- Work which will be sub-contracted to him/her
- Approximate value of the work to be sub-contracted

Before the Engineer in terms of Clause 38 hereof issues any certificate that includes any payment in respect of work done or goods supplied by any sub-contractor appointed in accordance with the provisions of Clause 4.4 of the General Conditions of Contract Third Edition (2015), he shall be entitled to call upon the Contractor to furnish reasonable proof that all payments (less retention moneys) included in previous certificates in respect of the work or goods of such sub-contractors have been made or discharged by the Contractor, in default of which, unless the Contractor:

- Informs the Engineer in writing that he has reasonable cause for withholding or refusing such payment; and
- Submits to the Engineer reasonable proof that he has so informed such sub-contractor in writing.
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### **C3.5 CONSTRUCTION**

#### **C3.5.1 Standard Specification**

The following specifications shall apply for the construction of the Works.

- (i) The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998).

The contractor may purchase copies of Volume (i) from the South African Institution of Civil Engineers.

#### **SAICE**

Tel : (011) 805-5947

Fax : (011) 805-5971

Contact Person : Angeline Aylward  
angelene@saice.org.za

SAICE House

Block 19

Thornhill Office Park

94 Becker Road

Midrand

1686

Private Bag X200

Halfway House

1685

- (ii) The SANS or BS Specifications and Codes of Practice

Wherever any reference is made to the South African National Standards (SANS) and the British Standards Specification (BSS) in either these Bill of Quantities or the Specification of Materials and Methods to be Used (OOG-001E), this reference shall be deemed to read "SANS or equivalent standard" and BS or equivalent standard" respectively.

- (iii) The Various other specifications specified in the COLTO Standard Specifications or the Project Specifications.

#### **C3.5.2 Plant and materials**

All materials shall comply with the requirements of the South African National Standards, and shall bear the official standardization mark. Where SANS standard does not exist for a certain material, or a material does not bear the official standardization mark, the Engineers approval of such material must be gained before use thereof.

#### **C3.5.3 Construction Equipment**

All equipment on site shall be in a good working order, and is to be in such a condition that it can achieve production rates which are typical of the industry standards.

Should any equipment, in the opinion of the Engineer, be substandard or breaks down frequently to such an extent that it affects the progress on the project, the Engineer may instruct the Contractor to replace such equipment.

#### **C 3.5.4 Existing Services**

The Contractor shall so carry out all his operations as not to encroach on, or interfere with, trespass on, or damage adjoining lands, building properties, roads, structures, places and things

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in the vicinity of the Works, and he shall free and relieve the Employer of any liability that may be incurred in consequence of his failure to do so.

The services existing on the site will be either shown on the drawings or pointed out on site by the Engineer and / or the Municipality. No excavation work will commence unless a representative of the Municipality and/or the Engineer have been requested to point out existing services in the area under construction. Written confirmation of services that have been pointed out by the Municipality is to be obtained by the Contractor.

All existing services on the site may not be shown on the drawings or be visible on the site. The Engineer may order excavation by hand in order to search for and expose services. An item has been included in the Schedule of Quantities to cover the cost of such work if so ordered by the Engineer. Where a service is damaged because of the Contractors negligence he shall be liable for the cost involved in the repair of the services and any other consequent cost that may arise due to the interruption of the damaged services.

The Engineer is to apply for all respective wayleaves from potential existing services owners in the vicinity of the works. The Contractor shall ensure the issue of the applied wayleaves prior to any excavation taking place on site. The Contractor shall furthermore be responsible for the maintenance of all issued wayleaves for the duration of the works and shall ensure compliance to all requirements contained therein. No excavation is to take place until a representative from the Municipality has been contacted and he has pointed out the existing services to the Contractor and confirmed it in writing.

### **C3.5.5 Site Establishment**

#### Source of Water Supply

A reticulated potable water supply is available in the vicinity of the development site. Should the Contractor wish to utilise such water supply, he shall himself be responsible for making his own arrangements with the responsible water supply authority for the supply of all water that he may require from such reticulation network for construction purposes as well as for domestic consumption.

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

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

All charges as may be levied by the responsible water supply authority in respect of water consumed by the Contractor shall be for the Contractor's account and payment to the Contractor in respect thereof shall be deemed to be included in the sums bid by the Contractor for the various Preliminary and General items listed in the Schedule of Quantities, as well as in the rates bid by

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the Contractor for the various other items listed in the Schedule of Quantities which require the consumption of water.

The Contractor shall, when reasonably required by the Engineer, produce documentary proof that all amounts as may have become due and payable by the Contractor to the responsible water authority have been promptly paid in full.

**Sources of power supply**

A reticulated electrical power supply is available in the vicinity of the Site. Should the Contractor wish to avail himself of such supply, he shall be responsible for making his own arrangements with the responsible electricity supply authority for the supply of all electrical power he may require from such reticulation network for construction purposes as well as for domestic consumption.

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

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

All charges as may be levied by the responsible electricity supply authority in respect of electrical power consumed by the Contractor shall be for the Contractor's account and payment to the Contractor in respect thereof shall be deemed to be included in the sums bid by the Contractor for the various Preliminary and General items listed in the Schedule of Quantities, as well as in the rates bid by the Contractor for the various other items listed in the Schedule of Quantities which require the consumption of electricity.

The Contractor shall, when reasonably required by the Engineer, produce documentary proof that all amounts as may have become due and payable by the Contractor to the responsible electricity supply authority have been promptly paid in full.

**Location of camp and depot**

A specific area in close proximity to or on the Site of the Works will be made available by the Employer to the Contractor for the Contractor's site establishment. The specific area for the Contractor's site establishment will be identified to the Contractor by the Engineer and the Contractor shall have sole use of such area, free of charge, for the duration of the Contract.

The Contractor shall use this area only for the purposes of erecting his site offices, workshops, stores and other facilities required for the execution of the Contract. The Contractor shall not use the area nor allow it to be used for any purposes not directly associated with the execution of the Contract, and the designated area shall not be used for housing the Contractor's employees.

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The Contractor shall be responsible for arranging, at his own cost, for the provision of all services he may require. Electricity, water and sewerage are available in the vicinity of, but not on, the area proposed for the Contractor's site establishment.

Should the Contractor deem the area made available by the Employer to be inadequate or unsuitable for the Contractor's particular needs, then the Contractor shall be at liberty to make his own arrangements with the owners of other sites which he considers are better suited to his needs; provided always that the use by the Contractor of any area other than that made available to him by the Employer shall be subject to the prior written approval of the Engineer, which approval shall not be unreasonably withheld; and provided further that the Contractor shall have no claim against the Employer in respect of any costs incurred by him, either directly or indirectly in consequence of utilising any area other than that made available to him by the Employer, and which costs exceed those costs allowed for by the Contractor in his Bid.

The Contractor shall at all times limit his personnel, plant, equipment and materials to the Site or within the working or travelling areas as may be requested by the Client and approved by the Engineer.

The Contractor shall comply with all regulations and local authority ordinances regarding emissions, noise abatement measures, height restrictions and clearance limits to any obstacles.

#### **Temporary offices**

The Contractor shall provide on the Site, for the duration of the Contract and for the exclusive use by the consulting engineer and the construction monitoring staff (as applicable), the various facilities described hereunder.

All such facilities shall be provided promptly on the commencement of the Contract and failure on the part of the Contractor to provide any facility required in terms of this specification shall constitute grounds for the Employer to withhold payment of the Contractor's bid for Preliminary and General items until the facility has been provided or restored as the case may be.

#### **(i) Office Buildings (In accordance with SANS 1200 AB)**

The Contractor shall provide 1 office (28m<sup>2</sup>) and 1 conference room for the consulting engineer and the construction monitoring staff. The conference room shall be big enough to seat 16 people around a table for meeting purposes.

The office and conference room shall be weatherproof, shall have a concrete floor and shall be provided with a ceiling and a lining to the walls, or equivalent insulation, with an acceptance type of door with a secure lock, and two opening windows of glazed area at least 3m<sup>2</sup>. Each office shall be well ventilated and shall be so insulated as to provide comfortable working conditions.

The Engineer and his Representative shall be allowed free use of all the Contractor's site facilities, such as photocopying and toilet facilities. The toilet and washbasin to be used by the

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Engineer and/or his staff shall be kept clean at all times and shall be continuously provided with toilet paper, soap and towels.

A fully stocked first aid kit shall be provided for the Engineer, for which no separate payment will be made. The Contractor shall include the cost for this and for ensuring its contents are kept full and up-to-date in his bid rates for providing facilities for the Engineer.

#### Sanitary facilities

The contractor shall be responsible for the provision of fully functioning sanitation facilities. Payment to the Contractor for the provision of sanitary facilities shall be deemed to be included in the sums bid by the Contractor for the various Preliminary and General items listed in the Schedule of Quantities

#### Survey assistant and equipment

The Contractor shall, provide the following survey equipment for the exclusive use of the consulting engineer and construction monitoring staff:

- 1 upright reading automatic level with tripod
- 1 metric levelling staff with protective cover bag;
- 100-meter Stilon tape measure

The Contractor shall also, in accordance with the requirements of sub-clause 5.5 of SANS 1200 AB, make available to the consulting engineer and construction monitoring staff, two (2) survey assistants when required.

### **C3.5.6 Site Usage**

#### Ground and access to the works

The Contractor shall where necessary on or adjacent to roads which carry traffic, provide all the necessary barricades and signs in accordance with the stipulations of the South African Road Traffic Signs Manual.

The Contractor shall further ensure that all public roads that are used for access to the site are kept free of debris at all times. The Contractor shall also take adequate measures to ensure that dust is kept to an acceptable level. The term acceptable is to be deemed as acceptable to the Engineer.

#### Care, damage and protection

The Contractor shall at his own cost make full provision for all watching and lighting necessary for the protection of all persons, animals, vehicles, etc., from injury by reason of the Works. He shall provide ample warning signs, guard rails, etc., around open excavations, stacks of materials, excavated material, debris or the like, and he shall be held liable for all claims made upon himself or upon the Employer by reason of his neglect of all such precautions and provisions.

During the periods of construction of the Works and the repair of defects, the Contractor shall, at his own cost, to the satisfaction of the Engineer and the relevant Authority, take sufficient and

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adequate measures to avoid interrupting the use of all roads, footpaths, water courses, drains, pipes, telephones, electric wires and cables, premises, places and works, public or private, which may in any way be interfered with by the operations; and shall also afterwards permanently restore all structures and everything which may have been temporarily displaced or otherwise interfered with, all to the satisfaction of the Engineer and the relevant Authority, without extra charge beyond the Contract price.

#### Survey beacons

The Contractor shall take care to safeguard any permanent survey beacons such as erf boundary pegs and reference beacons. Should the Contractor disturb any such pegs and beacons, he shall have them replaced at his own cost by a registered Land Surveyor. The Contractor is to provide the Engineer with written confirmation from the Land Surveyor that he has replaced the relevant beacons.

The Contractor's attention is drawn to article 35(i) of the Land Surveying Act No. 9 of 1927 (as amended) in this regard.

#### Blasting

As the construction takes place in close proximity to a built up area, extreme care is to be taken during any blasting operations. No blasting shall be permitted without prior written consent from the Engineer. Written as well as verbal notice will be given to all house owners in the affected area 24 hours prior to the blast being set off, and the contractor is to do a survey of all the houses (internal and external) in the area prior to blasting.

A full daily report of all blasting operations (in duplicate) is to be completed by the Contractor.

This report shall inter alia contain the following information:

- Date and time of each blast
- Number of holes
- Charge per hole
- Use of relays, etc.

This report is to be submitted to the Engineer on a weekly basis, and is to be countersigned by the Engineer.

The contractor is to be noted that he is not to use or permit any person to use an explosive powered tool, unless—

- (a) it is provided with a protective guard around the muzzle end, which effectively confines any flying fragments or particles; and
- (b) the firing mechanism is so designed that the explosive powered tool will not function unless—
  - (i) it is held against the surface with a force of at least twice its weight; and

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- (ii) the angle of inclination of the barrel to the work surface is not more than 15 degrees from a right angle:

Protection of existing vegetation

Before any tree is cut down and removed from the site, the Contractor shall confirm the necessity of such action with the Engineer or his Representative.

Access to individual erven

Access to all public and private property must be maintained at all times. Where trenches cross the access point to any property, the Contractor is to arrange for adequate and safe vehicular and pedestrian crossings over the trenches.

The Engineer must approve the method of providing access before any excavation commences.

Use of construction vehicles and equipment

The contractor shall ensure that all construction vehicles and mobile plants

- are of an acceptable design and construction;
- are maintained in a good working order;
- are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- are operated by workers who-
  - (i) have received appropriate training and been certified competent and been authorised to operate such machinery; and
  - (ii) are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness;
- arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
- are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guardrails and crash barriers;
- where appropriate, are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- are equipped with an electrically operated acoustic signalling device and a reversing alarm; and
  - (i) are on a daily basis inspected prior to use, by a competent person who has been appointed in writing and the findings of such inspection is recorded in a register.
- no person rides or be required or permitted to ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;

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- every construction site is organised in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- the traffic routes are suitable for the persons using them, sufficient in number, in suitable positions and of sufficient size;
- every traffic route is, where necessary indicated by suitable signs for reasons of health or safety;
- bulldozers, scrapers, loaders, and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set;
- whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- when workers are working on or adjacent to public roads, reflective indicators are provided and worn by the workers.

### **C3.6 MANAGEMENT**

#### **C3.6.1 Management of the Works**

##### Planning and programme

The Contractor shall deliver to the Engineer within **14 days**, calculated from the commencement date, a realistic programme showing the order of procedure, the duration of activities making up the programme and method which he proposes to use in carrying out the Works in order to meet the due completion date for this project.

The tenderer is to note that the penalty for failing to complete the works is **R 2 000.00** per day.

##### Setting out of the works

Generally, the positions of the works have been fixed on the plans according to the existing stand boundaries. The Engineer is to approve all setting out prior to commencement of excavation.

##### Excavation of works & safety

The contractor shall ensure that all excavation work is carried out under the supervision of a competent person who is been appointed in writing. The Contractor will evaluate, as far as is reasonably practicable, the stability of the ground before excavation works begin and he/she shall not permit any person to work in an excavation which has not been adequately shored or braced.

The Contractor will cause convenient and safe means of access to every excavation area in which person are required to work and such access hall not be further than 6m from the point where any worker within the excavation is working.

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The Contractor must ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and shall before the commencement of excavation work that may affect any such service, take the steps that may be necessary to render the circumstances safe for all persons involved;

The Principal Contractor shall cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be:

- (i) adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
- (ii) provided with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor;

The Principal Contractor shall cause warning signs to be positioned next to an excavation within which persons are working or carrying out inspections or tests.

#### Inspection by engineer

No stage of construction shall be proceeded with until the Engineer or his representative has examined and approved the previous stage. If any work is covered or hidden from view before the Engineer has inspected same, the Contractor shall at his own cost open the covered work for inspection. The Contractor shall also be responsible for making good any work damaged by such uncovering.

#### Employment of local labour

It is a specific criterion of this project that should as far as possible adhere to RDP principles, and to meet these principles the following procedures will be followed:

All labour is to be sourced from the Local Municipal; area of jurisdiction and the Contractor may only bring in key personnel from outside this area. The fixed rate for the appointment of local labour at task grade 2 will be **aligned with national standard**. This will be payable by the Contractor on **monthly** basis. The Contractor's attention is drawn to the standard rates specification ("*Annexure A*" – *Civil Engineering Industry Minimum Wage rates per hour*;) found on the SAFSEC website at [www.safcec.org.za](http://www.safcec.org.za). These standard rates should be implemented for payment of all employees of the Contractor.

Exemption of the above is made for the employment of labour on the structural component of the works. All other aspects of the works (roads, stormwater, earthworks) is subject to the above local labour clause.

Key personnel would typically include the Contracts Manager, Site Agent, and Supervisor for each discipline, and operators of plant where the operator must be seated.

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A Monthly labour report on all local labour i.e. payments and labour days should be submitted to the Engineer at the end of each month in order for the Engineer to submit a report to the Employer.

None of the Works shall be executed except between sunrise and sunset on Monday to Saturday, inclusive, of any week, and none of the Works shall be executed on any special non-working days stated in the Contract Data, unless:

- The Engineer's permission in writing is obtained, subject to such conditions as may be laid down by the Engineer; or
- Provision is specifically made for it in the Contract; or
- Work is unavoidable or necessary for the saving of life or property or for the safety of the Works.

#### Site Meetings

Regular meetings will be held between all relevant parties to establish the progress and / or delays and problems that might occur on site. Any problems of delays will be address accordingly and the Contractor will receive proper instructions with reference to this matter.

#### Communication

The Engineer on this project will be: **Mr Riaan Fourie**  
Contact No: **(011) 421 7233**

The contact person for the Employer is: **Mr. DJD Mahlangu**  
Contact No: **(013) 249 2025/2000**

#### Daily Records

Daily records of resources (equipment and people employed) must be kept and must be available on site at all times. These records will include i.e. site instruction book, site diary, site visit register, contractual documentation and minutes of all project meetings. Labour information should be kept updated at all times.

#### Compliance with applicable laws

The Contractor shall, in performance of the Contract, comply with all applicable laws, regulations and statutory provisions and agreements, and shall in particular, on the request of the Engineer, provide proof that he has complied therewith with regard to amongst others:

- Wages and conditions of work; and
- Safety

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



### Payment Certificates

As consideration for the construction, completion and defects correction of the Works, the Employer shall pay the Contractor in terms of the provisions of the Contract.

### Clearance of site

On completion of the Works, the Contractor shall clear away and remove from the site all Construction Equipment, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a safe condition. All streams and watercourses (where applicable) shall be cleaned and restored to the condition as at the commencement of the Works. If the Contractor does not, within a reasonable time, comply with this requirement, the Employer may have the site cleared and recover the cost thereof from the Contractor.

### Termination of Contract

If application is made for the sequestration of the Contractor's estate, or if the Contractor publishes a notice of surrender of his estate or presents a petition for the acceptance of the surrender of his estate as insolvent, or makes a compromise with his creditors, or assigns in favour of his creditors, or agrees to carry out the Contract under the supervision of a committee representing his creditors, or (being a company) goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or if the contractor assigns the contract without having first obtained the Employer's consent in writing, or if execution is levied on his goods or if the Engineer certifies reference to this Clause, that in his opinion the Contractor:

- Has abandoned the contract; or
- Without reasonable excuse has failed to commence the Works in terms of Clause 5.3 of the General Conditions of Contract for Construction Works (2015), or has suspended the progress of the Works for fourteen (14) days after receiving from the Engineer written notice to proceed or
- Has failed to proceed with the Works with due diligence; or
- Has failed to remove materials from the site or to pull down and replace work within fourteen (14) days after receiving from the Engineer written notice that the said materials or work have been condemned and rejected by the Engineer in terms of these conditions; or
- Is not executing the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract; or
- Has, to the detriment of good workmanship or in defiance of the Engineer's instruction to the contrary, sublet any part of the Contract; or
- Has assigned the Contract or any part thereof without the Employer's consent in writing; or
- The contractor or anyone on his behalf or in his employ would pay, offered or offer as payment to any person in the employ of the Employer a gratuity or reward or commission; or

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- The contractor furnished inaccurate information in the Schedules forming part of this Contract.

Then the Employer may, after giving fourteen (14) days' notice in writing to the Contractor, terminate the Contract and order the Contractor to vacate the Site and to hand it over to the Employer, and the Employer may then enter upon the site and the Works and expel the Contractor there from without thereby affecting the rights and powers conferred on the Employer of the Engineer by the Contract, and the Employer may himself complete the Works or may employ another contractor to complete the Works.

The Employer or such other contractor may use for such completion so much of the construction equipment, temporary works and materials bought onto the site by the Contractor as the Employer may think proper, and the Employer may at any time sell any of the said construction equipment, temporary works and unused materials and apply the proceeds of sale toward payment of any sums that may be due or become due to the Employer by the Contractor under the Contract.

In such circumstances the Contractor shall forthwith vacate the site and shall not be entitled to remain on the site on the grounds that he is entitled to do so on a right of retention until amounts due to him have been paid, neither will the contractor be entitled to any further payments of this Contract.

### **C3.7 HEALTH AND SAFETY**

#### Health & Safety Issues

All work is to be carried out in accordance with the Occupational Health and Safety Act and Regulations (Act 85 of 1993) (a copy of which must be kept on site), the Explosive Material Act of (Act 26 of 1956), the Minerals Act of 1991, and the Factories Machinery and Building Work Act (No 22 of 1941).

The Contractor's notice is drawn to the stipulations of the Construction Regulations 2003, a regulation of the Health and Safety Act 1993 (Gov Notice No R1010 of 18 July 2003). The construction regulation will be applied vigorously on the project.

The Contractor to be appointed must have made provision for the cost of health and safety measures during the construction process. The contractor must have the necessary skills, competencies and resources to carry out the work safely. A proper Safety Plan is to be submitted by the Contractor and a copy thereof is to be made available to all applicable appointed labourers and permanent workers on this project.

The Contractor is to ensure that the legal compliance for the Health and Safety issues are in place. Audits will be carried out to ensure that the Contractor is registered and in good standing with the Workmen's Compensation fund and that the Contractor has affected insurance indemnifying the Employer against penalties levied upon the Employer due to the acts of omissions of the Contractor in failing to comply with the provisions of the OHS regulations 2003. A compliance audit will also be carried out to ensure that the Contractor has appointed a full-time competent person in writing to deal with the issues of the OHS and

Tenderer

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Witness 2

Employer

Witness 1

Witness 2



that a risk assessment has been conducted and a copy of the Safety plan is on site before any work commences.

Operational audits will be carried out on the following important issues:

- That the Safety Plan is on site at all times
- That the Contractor's Safety file is on site at all times
- That the Safety Officer is on site at all times
- That Safety meetings are conducted as per the Safety Plan
- That employees are working under safe conditions
- That the public is not placed in danger
- That there is no harm to the environment

#### Accommodation of traffic

It is expected of the Contractor to ensure that the free flow of traffic is possible throughout the construction period.

The Contractor is to provide all necessary barricades, signs and lighting in accordance with the stipulations of the South African Road Signs Traffic Manual, and the Protective Services of the Local Municipality. All work is to be to the satisfaction of the Engineer.

#### Reporting of accidents

In addition to any statutory regulations, the Contractor shall, as soon as practicable, report to the Engineer every occurrence on the Works or the site causing damage to property or injury or death of persons. If required by the Engineer, the Contractor will submit a report in writing to the Engineer within 48 hours of such requirement setting out full details of the occurrence. The Engineer shall have the right to make any enquiries either on the site or elsewhere as to the cause and results any such occurrence and the Contractor shall make available to the Engineer the necessary facilities for carrying out such enquiries.

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## PARTICULAR SPECIFICATIONS

### PSA9.1 Provisional Sum for formal training of targeted labour

The contractor shall provide structured (accredited) training as provided for in this document in which the various skills required for the execution and completion of the works are imparted to the labourers engaged thereon, in a programmed and progressive manner.

Labourers shall be trained progressively throughout the duration of the contract, in the various stages of a particular type of work.

#### (a) Details of in-service and structured training

- (i) The contractor shall attach to form RDP 1(E) basic details of his proposed in-service training programme, which details shall inter alia include the following:
  - the details of training to be provided
  - the manner in which the training is to be delivered
  - the number and details of trainers to be utilised.
- (ii) The in-service training programme shall be submitted with the initial works programme. The progress in relation to this programme will be recorded monthly and attached to the site meeting minutes and payment certificate.
- (iii) The contractor shall provide onsite, sufficient skilled and competent trainers to train all labourers engaged on the contract, in the various skills required for the execution and completion of the works.
- (iv) All labourers shall be remunerated in respect of all time spent undergoing training.
- (v) Every worker engaged on the contract shall on the termination of his participation on the contract, be entitled to receive from the contractor, a certificate of service in which the following information shall be recorded:
  - the name of the contractor
  - the name of the employee
  - the name of the project/contract
  - the nature of the work satisfactorily executed by the worker and the time spent thereon
  - the nature and extent of training provided to the worker
  - the dates of service.

The cost of the above obligations shall be deemed to be covered by the provisional sum provided for items PSA9.1, PSA9.2, PSA9.3 and PSA9.4 in the bill of quantities. The performance of the contractor in providing in-service training, shall be taken into consideration should the contractor fail to reach his CPG at the completion of the project.

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Witness 1

Witness 2

Employer

Witness 1

Witness 2





**(b) Lead time for training**

The training of labour as specified shall, as far as possible, take place before commencement of each activity and the contractor shall take into account in his programme the lead-time he requires for such training. All training herein specified shall be deemed to be a construction activity and a non-negotiable condition of the contract".

**PSA9.2 Percentage for charges and profit on the provisional sum for formal training of targeted labour (item PSA9.1 above)**

Allowance to be made for the overall management of the training to be provided to the workers. Rate to include costs of:

- Management of training programme
- Provision of technical assistance
- Provision of tools, plant and equipment required for training purposes
- Processing and payment of training costs

Payment of the above item will be made as a percentage of the payment of the stipend to the appointed students

**PSA9.3 Transport and accommodation of workers for training where it is not possible to undertake the training in close proximity to the site.**

Contractor to provide adequate transportation to workers for the purpose of attending structured training where such training is not conducted on site.

**PSA9.4 Percentage for charges and profit on the provisional sum for transport and accommodation of workers for training (Item PSA9.3 above)**

Allowance to be made for the overall management related to the organization of transport for the purpose of training.

**PSA9.5 Provisional Sum for the employment and training of two tertiary students for the duration of the contract (Built Environment Studies)**

The contractor shall, for the duration of the project, take into his employ two local engineering students nominated by the Employer for the purpose of providing experiential training in all aspects of the work. The students are to be paid a stipend which is deemed to be covered in the provisional sum provided for in Item PSA9.5.

**PSA9.6 Percentage for charges and profit on the provisional sum for the employment and training of two tertiary students (Item PSA9.5 above)**

Allowance to be made for the overall management of the tasks and activities performed by the appointed student trainee. Rate to include costs of:

- Management of student tasks
- Provision of technical assistance
- Processing and payment of student stipend

Payment of the above item will be made as a percentage of the payment of the stipend to the appointed students

Tenderer

Witness 1

Witness 2

Employer

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**MATTERS RELATING TO THE STANDARD SPECIFICATIONS**

SECTION 1200 : GENERAL REQUIREMENTS AND PROVISIONS

SECTION 1300 : CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

SECTION 1400 : HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL

SECTION 1500 : ACCOMODATION OF TRAFFIC

SECTION 1600 : OVERHAUL

SECTION 1700 : CLEARING AND GRUBBING

SECTION 1800 : DAYWORKS

SECTION 3300 : MASS EARTHWORKS

SECTION 3500 : STABILIZATION

SECTION 3800 : BREAKING UP OF EXISTING PAVEMENT LAYERS

SECTION 5700 : ROAD MARKINGS

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

SECTION 6100 : FOUNDATIONS FOR STRUCTURES

SECTION 6200 : FALSEWORK, FORMWORK AND CONCRETE FINISH

SECTION 6300 : STEEL REINFORCEMENT FOR STRUCTURES

SECTION 6400 : CONCRETE FOR STRUCTURES

SECTION 6600 : NO FINES CONCRETE, JOINTS, BEARINGS, BOLT GROUPS FO RELECTRIFICATION AND

PARAPETS AND DRAINAGE FOR STRUCTURES

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## SECTION 1200 : GENERAL REQUIREMENTS AND PROVISIONS

### B1202 SERVICES

Add the following to the fifth paragraph:

“Provision is made in the bill of quantities for payment for searching and exposing of known or unknown services as well as the relocation and/or protection of existing services. No guarantee as to the accuracy of the information can be given and the responsibility lies with the Contractor to determine the exact positions of all existing services.

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

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

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

### B1204 PROGRAMME OF WORK

#### General requirements

Amend the word “network” in the fourth line of the first paragraph to read as “bar (Gantt) chart”.

Add the following after the third paragraph:

“The bar-chart programme to be provided by the contractor shall show the various activities in such detail as may be required by the engineer. Progress in terms of the programme shall be updated monthly by the contractor in accordance with the progress made by the contractor.

In compiling the programme of work, the contractor shall indicate and make due allowance for the following, as specified elsewhere in the contract documents:

- The requirements regarding the accommodation of traffic and areas that may be occupied at any time for construction purposes
- Requirements regarding the training of labourers and Emerging Contractors (EC's).
- The requirements for work to be undertaken by labourers and work to be undertaken by EC's.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



The programme shall be updated monthly, or as instructed by the Engineer, in accordance with the progress made by the Contractor. Failure to comply with these requirements will entitle the Engineer to use a programme based on his own assumptions for the purpose of evaluating claims for extension of time or additional payments.

#### **B1205 WORKMANSHIP AND QUALITY CONTROL**

Add the following to the third paragraph:

"The engineer shall undertake acceptance control tests for the judgement of workmanship and quality, without accepting any obligations vested with the contractor in terms of the contract with specific reference to quality of materials and workmanship. Such acceptance control test done by the engineer shall not relieve the contractor of his obligations to maintaining his own quality control system."

Add the following at the end of this clause:

"The engineer shall, for the purpose of acceptance control on products and workmanship, assess test results and measurements in accordance with the provisions of section 8100 of the standard specifications. Where small quantities of work are involved, a lot shall mean a full day's production for a specific item of work subject to acceptance control testing."

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

Add the following:

"The contractor shall be responsible for the true and proper setting out of the Works and for the correctness of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labour in connection therewith."

The Contractor shall take care that property beacons, trigonometrical survey beacons or setting-out beacons are not displaced or destroyed without the consent of the Engineer. Property beacons and trigonometrical survey beacons that have been displaced or destroyed shall be replaced by a registered land surveyor, who shall certify such replacement.

The cost of replacing all beacons displaced or destroyed during the course of the Contract without the consent of the Engineer shall be borne by the Contractor."

#### **B1209 PAYMENT**

##### **(b) Rates to be inclusive**

Add the following:

"VAT shall be excluded from the rates and provided for as a lump sum in the Summary of Bill of Quantities".

##### **(e) Materials on the site**

Add the following:

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



"In addition, the engineer may at his sole discretion also allow payments under "Materials on Site" in respect of any construction materials if stored off-site providing that:

- The site selected for this purpose is approved by the engineer
- Such land is physically separated from any production plant or operation
- Only materials for use under this contract is stockpiled on such land
- The contractor has provided proof of an agreement with the owner of such land that the owner has no claim whatsoever on any materials stockpiled on such land
- Materials obtained by the contractor for or on behalf of emerging subcontractors (SMME's) shall remain the responsibility of the contractor after payment has been made in respect of materials on site."

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

Add the following after the first paragraph of this clause:

"For the purposes of this contract, Extension of time resulting from abnormal rainfall or other forms of inclement weather shall be calculated according to the requirements the Critical Path method).

The value of "n" working days per calendar month as specified in this clause shall be as given in the Table below. If no abnormal rainfall or other inclement weather periods occur during a specific calendar month (or months), the n-values as specified shall not be taken as accumulating over the contract period.

If the "n"-days allowed for in the programme of work are not taken up by standing time due to abnormal rainfall or inclement weather conditions, they will fall away and will not be considered in extension of time claims that may arise later during the contract period.

#### **Method (ii) (Critical path method)**

Delete "(based on a five-day working week)" in the fifth and sixth lines of the second paragraph of the description of this method.

Delete the last sentence of the second paragraph of the description of this method and replace with the following:

"The value of "n" shall be taken as five (05) working days per calendar month.

If normal rainy or inclement weather, resulting in delays, occurs for less than five (05) working days in any calendar month, the difference between the five (05) working days and the actual number of working days on which normal rainy or inclement weather occurred, shall be ignored and not accumulated for the duration of the contract period for the purposes of determining an extension of time due to normal rainy weather, nor due to any other reason.

Items of work on the critical path of the programme of work which are subject to climatic limitations shall also be considered for extension of time if such items of work are delayed by e.g. cold weather, high winds or other inclement weather conditions.

Tenderer

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Witness 2

Employer

Witness 1

Witness 2



In this regard, reference shall be made to weather limitations specified for the application of various bituminous products. However, for months during which seal-work cannot be undertaken in terms of the specifications, no extension of time shall be claimed for.

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

Add the following subclause:

"(h) No concrete kerbing or concrete drains directly adjoining the bituminous surfacing shall be constructed prior to the completion of the bituminous surfacing."

#### **B1222 USE OF EXPLOSIVES**

Add the following subclause:

"(h) Where blasting operations are undertaken in close proximity of temporary deviations, the contractor shall implement all such safeguarding measures as may be required and instructed by the engineer."

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

Add the following:

"The total length of the road reserve between the specified limits of construction will be handed over to the contractor on the commencement date. Reference shall, however, be made to the requirements of section 1500 of these specifications where limitations in respect of work-areas are specified. In the event of the non-adherence by the contractor in terms of the mentioned specifications, the engineer shall withdraw such sections of the road reserve as may be justified to ensure suitable progress of the works or safe passage of traffic."

#### **B1229 SABS CEMENT SPECIFICATIONS**

Replace the last paragraph of this clause with the following:

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

#### **SABS ENV 197-1: Cement-composition, specifications and conformity criteria.**

Part 1: Common cements.

Furthermore, where reference is made in this specification or the standard specifications to the different cement types, the following new names/types shall apply:

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*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



Old product nomenclature	Typical new product nomenclature	
	Cement type	Cement strength class
OPC	CEM I	32,5
	CEM I	32,5R
RHC	CEM I	42,5
	CEM I	42,5R
LASRC	No provision made	No provision made
PC15SL	CEM II/A-S	32,5
	CEM II/A-S	32,5R
	CEM II/A-S	42,5
PC15FA	CEM II/A-V	32,5
	CEM II/A-V	32,5R
	CEM II/A-W	32,5
	CEM II/A-W	32,5R
RH15FA	CEM II/A-V	42,5
	CEM II/A-V	42,5R
	CEM II/A-W	42,5
	CEM II/A-W	42,5R
PBFC	CEM III/A	32,5
	CEM III/A	32,5R
PFAC	CEM II/B-V	32,5
	CEM II/B-W	32,5
RH30SL	CEM II/B-S	32,5R
	CEM II/B-S	42,5
RH40SL	CEM III/A	32,5R
	CEM III/A	42,5

CEM I 32,5, CEM II A-S 32,5, CEM II/A-V 32,5, or CEM III A may be used for the manufacture of reinforced concrete members.”

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



### **B12.31 LOCAL LABOUR AND TRAINING**

The Contractor shall limit the utilisation of his permanently employed personnel to Key Personnel, such as Contracts Managers, Site Agents, Foremen, Supervisors, Plant Operators, Materials and Survey Technicians, Trainers, Buyers, Store men and the like should such expertise not be available out of the community. All other personnel and labourers shall be recruited locally

The Contractor shall make maximum use of the human resources existing in the local community. The tenderers shall apply to the employment labour desk, conveyed by the Steering Committee for details of those labourers who are available in the area of work and he shall provide preference to those labourers identified by the Steering Committee.

The employment of labour from outside the local area will only be considered and permitted by the Engineer in the event of:

- a) the unavailability of sufficient numbers of local labourers to execute the work;
- b) the unavailability within the local community of the required skills necessary for the execution of specific portion of work, and where the completion period does not permit the creation of the necessary skills through training.

In both cases the Contractor shall prove to the satisfaction of the Engineer that he has exercised his best endeavours and taken all reasonable actions to recruit local labour.

The Contractor shall maintain accurate and comprehensive daily records of all labour engaged on the contract and shall submit to the Engineer at two weekly intervals detailed labour returns substantiating the actual numbers of labourers employed, the amounts actually paid in respect thereof, and details of the various activities undertaken by the labourers.

The employment of casual labour will be done in co-operation with community leaders and local structures. The minimum wage according to all people employed will be according to the requirements of the Department of Labour.

### **B1232 COMMUNITY LIAISON OFFICER (CLO)**

The contractor or his appointed agent will appoint a Community Liaison Officer (CLO) after consultation with the local communities, the engineer and the employer. The contractor shall direct all his liaison efforts with the local communities through the appointed officer. The contractor shall, however, accept the appointed as part of his management personnel.

#### **(a) Duties of the Community Liaison Officer**

The Community Liaison Officer's duties will be:

- (i) To be available on site daily between the hours of 07:00 and 17:00 and at other times as

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2





the need arises. His normal working day will extend from 07:00 in the morning until 16:00 in the afternoon.

- (ii) To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- (iii) To communicate daily with the contractor and the engineer to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.
- (iv) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a "labour desk".
- (v) To attend all meetings in which the community and/or labour are present or are required to be represented.
- (vi) To assist in the identification, and screening of labourers from the community in accordance with the contractor's requirements.
- (vii) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
- (viii) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- (ix) To keep a daily written record of his interviews and community liaison.
- (x) To attend monthly site meetings to report on labour and RDP matters.
- (xi) All such other duties as agreed upon between all parties concerned.
- (xii) To submit monthly returns regarding community liaison

#### **(b) Payment for the community liaison officer**

A special pay item is incorporated in section 1200 of the bill of quantities relating to payment of the liaison officer on a prime cost sum basis. This payment shall only be made for the period for which the duties of the liaison officer are required. The remuneration of the CLO shall be determined by the Employer in terms of the Sectorial determination 2: Civil Engineering Sector (Task grade 3).

#### **(c) Period of employment of the community liaison officer**

The period of employment of the community liaison officer shall be as decided upon jointly by the contractor, engineer and employer at a maximum period of a six months basis, but with the option of renewal.

### **B1233 SUBCONTRACTORS**

Over and above the stipulations of clause 4.4 of the General Conditions of Contract 2015, regarding subletting of part of the works, it is a condition of the contract that an approved subcontractor shall not sublet part of his work, covered in his appointment by the main contractor, to another subcontractor without the consent and approval of the engineer. Subletting shall in all cases be critically considered by the engineer.

Tenderer

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Witness 2

Employer

Witness 1

Witness 2



In addition to the provisions of clause 4.4 of the general conditions of contract regarding subcontracting of the works, it is a requirement of this contract that an approved subcontractor shall not further subcontract work subcontracted to him by the main contractor, to another subcontractor without the consent and approval of the engineer. Subcontracting shall in all cases be critically considered by the engineer. The engineer reserves the right to limit the extent or the volume of work subcontracted by the contractor, should he deem it necessary in terms of progress or quality of workmanship.

#### **B1235 WORKMEN'S COMPENSATION ACT**

All labour employed on the site shall be covered by the Compensation for Occupational Injuries and Deceases Act (COIDA). The contractor shall pay in full, including the payment of the necessary levies, such amounts, as are due in terms of the Act. The contractor at the commencement of the contract shall resolve the manner in which Workmen's Compensation will be handled. Amounts paid by the contractor shall not be included in the wage rates but shall be covered by the Contractor to be deemed as included in his General Obligations rates in Section 1300 of the Bill of Quantities.

#### **B12.35 MEASUREMENT AND PAYMENT**

Add the following items:

<b>ITEM</b>	<b>UNIT</b>
<b>B12.01 Locating Existing Services</b>	<b>Provisional</b>
<b>Sum</b>	
<b>ITEM</b>	<b>UNIT</b>
<b>B12.02 Hand Excavation to determine the positions of existing services</b>	<b>Cubic Meter (m³)</b>
To determine the positions of existing services	
Measurement and payment shall be as specified for item 22.01 in the standard specifications.	
<b>ITEM</b>	<b>UNIT</b>
<b>B12.03 Quality Control Test Ordered by the Engineer</b>	<b>Prime Cost Sum</b>
Quality Control Test Ordered by the Engineer	
<b>ITEM</b>	<b>UNIT</b>
<b>B12.06 Provision for a Community Liaison Officer</b>	<b>Month</b>
Provisional sum for the payment of the Community Liaison Officer	
Expenditure of the above item shall be made in accordance with the general conditions of contract.	
<b>ITEM</b>	<b>UNIT</b>
<b>B12.04 Provisional sum for protection and/or relocation of</b>	<b>Provisional Sum</b>

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



existing services as ordered by the engineer

**ITEM**

**B12.07** Provisional sum for payment of contract notice  
board as instructed by the engineer

**UNIT**

**Provisional Sum**

**ITEM**

**B12.09** Handling costs and profit in respect of subitems B12.01, B12.03  
to B12.06 above

**UNIT**

**Percentage (%)**

Measurement and payment shall be in accordance with the general conditions of contract."

The tendered percentage is a percentage of the amount actually spent under the sub-items B12.01, B12.03 to B12.06, which shall include full compensation for the handling costs of the contractor, and the profit.

The prime cost sums shall be paid in accordance with the provisions of the General Conditions of Contract. The tendered percentage is a percentage of the amount actually spent under the prime cost items, which shall include full compensation for the profit in connection with providing the specified service.

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## SECTION 1300 : CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

### B1302 GENERAL REQUIREMENTS

#### (a) Camps, constructional plant and testing facilities

Add the following:

"The contractor shall, at each area where work is being undertaken, provide on a daily basis at least one (1) portable chemical latrine unit per thirty (30) workers for use by construction workers employed on the project.

The latrine units shall be serviced daily and kept in a hygienic and orderly state to the satisfaction of the engineer. No separate payment shall be made for this requirement and shall be deemed to be included in the rates tendered for the contractor's time-related obligations."

And add the following:

The camp shall be fenced off to ensure that no unauthorised persons enter the campsite, and shall always be kept in a neat and tidy condition. The Contractor should also provide own security personnel to enforce the above-mentioned.

### B1303 PAYMENT

#### ITEM

#### UNIT

**B13.01      The contractor's general obligations**

(As specified)

Add the following after the fifth paragraph:

"The combined total tendered for sub-items (a), (b) and (c) shall not exceed 15% of the tender sum, excluding VAT.

Should the contractor be of the opinion that 15% is inadequate to cover his costs in terms of section 1300, he shall indicate separately with his tender where such costs have been allowed for in his tender. If no such indication is given, the contractor shall not at any stage during the contract for any reason whatsoever claim additional compensation under this item."

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## SECTION 1400 : HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL

### B1402 OFFICES AND LABORATORIES

#### (a) General

Add the following:

"The facilities to be provided for the engineer in terms of these specifications shall be fenced off by a two-metre-high veranda type security fence with diamond mesh on the vertical portion and barbed wire on the overhang. A security gate shall be provided in the fence which shall be guarded at all times by an acceptable watchman provided by the contractor. The engineer's establishment may be incorporated within the contractor's establishment provided that the preceding requirements are met to the satisfaction of the engineer.

The cost in respect of the provision of a watchman at all times by the contractor shall be deemed to be included in the contractor's tendered rate for item B13.01(c)."

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## SECTION 1500: ACCOMMODATION OF TRAFFIC

### B15.02 GENERAL REQUIREMENTS

Add the following:

#### **(i) Traffic safety officer**

Add the following after subclause (viii):

- “(ix) be responsible for contacting all the relevant authorities in the event of an accident on the site of the Works
- (vi) arrange for the removal of broken-down vehicles that obstruct the normal traffic flow

No separate payment will be made for the traffic safety officer, his vehicle, personnel and equipment and the cost thereof shall be included in the Contractor’s cost for his establishment and general obligations (Section 1300).”

Add the following new subclauses:

#### **“(j) Handing over the site**

The total extent of the site between the limits of construction as described in this document and indicated on the drawings will be handed over to the contractor at the commencement of the contract period. The engineer however reserves the right to adjust this arrangement should progress or safe passage of traffic warrant such a change.

#### **“(k) Provision of traffic management plan**

The contractor is to provide a detailed traffic management plan for approval by the engineer prior to the commencement of any roadworks activities. The cost thereof shall be included in the Contractor’s cost for item B15.01.

### B15.03 TEMPORARY TRAFFIC CONTROL FACILITIES

Add the following after the first paragraph:

“All temporary road signs, devices, sequences, layouts and spacing shall comply with the requirements of the Road Traffic Act, 1996 (Act 93 of 1996), the National Road Traffic Regulations, 2000, the South African Road Traffic Signs Manual, the requirements of the relevant road authority and the drawings. All temporary traffic control facilities shall comply with the guidelines set in SA Road Traffic Signs Manual, Volume 2, Chapter 13: Roadworks Signing, (SARTSM, June 1999, obtainable from the Government Printer, Pretoria).”

#### **(b) Road signs and barricades**

Add the following:

“All the temporary road signs are to be mounted on posts as specified in section 5600 of the specifications.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



No separate payment shall be made for road signs and barricades and the cost thereof shall be included in the Contractor's cost for item B15.01.

Temporary road signs and channelization devices shall be manufactured in accordance with the latest edition of the South African Road Traffic Signs Manual (June 1999). Delineators shall be manufactured from a non-metal material and shall be mounted on a base section also manufactured of non-metal material.

The obligation to arrange safe passage of traffic shall always be vested with the contractor regardless what is indicated on the drawings of the engineer."

**(c) Channelization devices and barricades**

Add the following:

"Drums shall not be used as channelization devices.

The maximum spacing between centres of delineators shall be as shown on the drawings or as directed by the Engineer."

**B15.18 MEASUREMENT AND PAYMENT**

Renumber item 15.01 as B15.01 and add the following:

The tendered rate shall include for the development and submission of a traffic management plan to the engineer for approval.

"The tendered rate shall also include for all measures necessary to safeguard traffic on temporary deviations during blasting operations as well as all temporary traffic-control facilities for temporary deviations."

Delete all references to half width construction under payment item 15.01.

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## SECTION 1600: OVERHAUL

### B1602: DEFINITIONS

#### B1602 (a) Overhaul material

*Add the following new sub-clause.*

##### (vii) General

Any material obtained by the Contractor from the borrow pit, existing ramps, commercial sources, private organisations or his own sources, shall not be deemed as overhaul material.

The tendered rate for the construction of any fills and pavement layers from material as described above, shall also include the transport of the material over an unlimited free haul distance.

#### B1602 (b) Overhaul

*Replace the sub clause with:*

"No overhaul will be payable for materials imported from commercial sources and from designated borrow pits alongside the road.

"No overhaul will be measured for any excavated material that is disposed of to spoil, unless otherwise specified."

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*





## SECTION 1700: CLEARING AND GRUBBING

### B1702 DESCRIPTION OF WORK

#### a) Clearing

Add the following:

“Clearing shall include the removal of material to a thickness of up to 150mm in-situ material as ordered by the engineer. No payment shall be made for temporary stockpiling of topsoil material in the case where this material is applied as topsoil after completion of road side slopes.

Should the required depth exceed 150mm, the total volume of material removed shall either be classified as “temporary stockpiling of topsoil” or “unsuitable roadbed material” or “cut to spoil” whichever is applicable as allowed for in the standard specifications. In these cases, no payment shall be made for clearing and grubbing.

Clearing as described shall in all cases be undertaken in such a manner that the topsoil is preserved and not contaminated with other debris or rubbish. Cross-sections for the determination of earthworks quantities shall be taken after clearing (topsoil or unsuitable roadbed material) and roadbed preparation if applicable.

### B1704 MEASUREMENT AND PAYMENT

Change item 17.01 to read as follows:

ITEM	UNIT
<b>B17.01 Clearing and grubbing of:</b>	
Clearing and grubbing	hectare (ha)

Measurement and payment for item B17.01 shall be as specified for item 17.01 of the standard specifications.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## **SECTION 1800 : DAYWORK SCHEDULE**

Note: This is a new section added to the Standard Specifications.

Add the following:

### **B1801 SCOPE**

This section covers the listing of daywork items for use in determining payment for work which cannot be quantified in specific pay item "units" in the bill of quantities or work ordered by the engineer during the construction period which was not foreseen at tender stage for which no applicable rate exists in the schedule or for work of a special or different character warranting special payment as decided by the engineer.

### **B1802 ORDERING OF DAYWORK**

No daywork shall be undertaken unless specific written authorisation is obtained from the engineer.

### **B1803 MEASUREMENT AND PAYMENT**

The unit of measurement shall be the actual number of hours worked by labourers or foremen or an item of plant.

The tendered rates shall include full compensation for all cost items including overheads, head-office expenses and profits as described in subclause 6.5 of the general conditions of contract and shall be subject to contract price adjustment as provided for in the contract.

Prior to the commencement of any work by the labourers described under item B18.01, the contractor must obtain written consent from the engineer regarding the classification and composition of all labourers in terms of "unskilled" and "skilled" labourers required for the work as ordered by the engineer."

## **SECTION 3300: MASS EARTHWORKS**

### **B3305 TREATING THE ROADBED**

#### **(a) Removing unsuitable material**

Add the following to the third paragraph:

"For the purpose of this contract, excavation and removal of in-situ clayey material over areas where the road is in a fill condition, shall be classified as removal of unsuitable material, irrespective of the stability or moisture condition of the in-situ material".

#### **(c) Preparing and compacting the roadbed**

Delete the last sentence of the first paragraph "If necessary, roadbed.....depth of compaction" and replace as follows:

"Where demarcated by the engineer, prior to the roadbed being scarified, the excess in situ material

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



forming part of the present roadway, and within the limits of the roadbed, and in close proximity of the layer works, but falling within the limits of the layer works, shall be bladed to controlled level in order to achieve the required level and necessary depth of compaction.”

### **B3307 FILLS**

#### **(c) Constructing a pioneer layer**

Add the following to the first paragraph:

"For the purpose of this contract, pioneer layers shall be completed by means of eight-pass roller compaction using vibratory rollers as specified in subclause 3304(b) of the standard specifications."

#### **(d) Benching**

Add the following:

"Benching of fill and pavement layer material is required to be undertaken into the existing fill embankments and pavement layers. No additional payment shall be made over and above the normal pay items applicable to earthworks and pavement layers where benching is required for widening of the existing road formation. Benching shall be undertaken as shown on the drawings.

It is a requirement that benching shall always be started at the bottom of the existing fill progressing to the top of the formation. The dimensions and details of benching are shown on the drawings."

### **SECTION 3500: STABILISATION**

#### **B3503 CHEMICAL STABILISATION**

##### **(a) Preparing the layer**

Add the following:

Breaking-down and removal of oversize material and addition of material to make to required thickness shall be completed before stabilising agent shall be added."

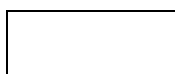
#### **B3506 TOLERANCES**

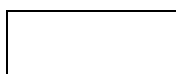
##### **(b) Uniformity of mix (chemical stabilisation)**

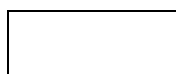
Add the following:

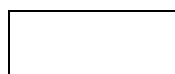
"All pavement layers, especially layers which are to be chemically stabilised, shall, apart from the application of other mixing equipment, include at least two motor grader blade mixing operations to the full depth of the layer.

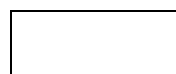
The in-place mixing of chemical stabilising agents with gravel materials shall be executed in such a manner that the coefficient of variation in the uniformity of the mix shall not exceed 30% when the stabilised layer is subjected to the chemical titration test, TMH1 method A15d. For plant-mixed stabilised materials the coefficient of variation shall not exceed 20%.

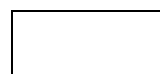
  
Tenderer

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2



The coefficient of variation,  $C_v$ , is calculated by the formula:

$$C_v = \frac{S_n}{X_n} \times 100 \text{ where,}$$

$S_n$  = standard deviation of n determinations of stabilising agent content

$X_n$  = mean percentage of n determinations of stabilising agent content with n = 4 minimum."

### **B3509 QUALITY OF MATERIALS AND WORKMANSHIP**

Add the following:

"The preparation of chemically stabilised material for the determination of the modified AASHTO density of the material shall be executed in accordance with TMH1 test method A16T and compaction thereof in accordance with TMH1 test method A7."

### **SECTION 3800: BREAKING UP OF EXISTING PAVEMENT LAYERS**

#### **B3807: MEASUREMENT AND PAYMENT**

<b>ITEM</b>	<b>UNIT</b>
<b>B38.04 Excavating and spoiling material from an existing pavement and/or the underlying fill</b>	
<b>(a) Non-cemented material</b>	<b>m<sup>3</sup></b>

Rate to include for the removal and spoil of 150mm of the existing roadway section material leading to the existing river crossing structure following removal of the existing structure under Item 64.04. so as to enable top soiling.

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## **5700: ROAD MARKINGS**

### **B5706 SETTING OUT THE ROAD MARKINGS**

Add the following:

“Where road markings are to be replaced after milling/overlay seal, it is essential that all existing barrier lines and other road marking lines be accurately referenced before commencement of milling or other operations which will obliterate the existing road markings. The position of barrier lines shall be re-assessed on site by the Engineer before the Contractor commences with the road marking.”

### **B5707 APPLYING THE PAINT**

Add the following:

“The Contractor’s establishment on site and general obligation shall be deemed to fully include the establishment of the road-marking team, irrespective of the number of times the road-marking team is required to be onsite or is required to move within the site.”

### **B5711 GENERAL**

Insert the following into the last sentence of the last paragraph between “black paint” and “or chemical paint remover”:

“, bituminous emulsion, slurry”

Add the following to the last paragraph:

“Where black paint is used, it shall be matt.”

### **B5714 MEASUREMENT AND PAYMENT**

#### **ITEM**

#### **UNIT**

**B57.06 Setting out and pre-marking the lines (excluding traffic island markings, lettering and symbols)**

Add the following:

“Referencing of existing barrier lines and other road marking lines prior to milling and other operations, shall be included in the tendered rate for setting out and pre-marking.”

Add the following item:

**Item**

**Unit**

B57.07 Establishment of painting unit during the  
construction period

Lump sum

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



The unit of measurement shall be the lump sum to compensate the contractor for the establishment and removal of the painting unit after the retention period.

The tendered lump sum shall include full compensation for the establishment on site and for the removal of all equipment, personnel, etc. as may be required for the application of the road marking.

## **SECTION 5800 LANDSCAPING AND PLANTING PLANTS**

### **B58.01 LANDSCAPING AND REHABILITATION OF AREA INCLUDING REMOVAL OF CONSTRUCTION PLATFORMS, EMBANKMENT HYDROSEEDING AND VEGETATION RE-ESTABLISHMENT**

Add the following:

Rehabilitation is to be conducted over the entire construction footprint and includes, inter alia, the following:

- Shaping of ground to follow natural ground level in the area
- Removal of all imported material utilized for working platforms during construction
- Complete rehabilitation of the entire working area including re-vegetation for both functional and aesthetical purposes
- Rehabilitation works to be inspected and approved by the employer, employer's agent and the appointed OHS and ECO specialist and any other stakeholder with vested interest

Lump Sum to include all materials, plant and resources required for the rehabilitation works including procurement of vegetation for replanting purposes

## **SECTION 5900: FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS**

### **B5902 FINISHING THE ROAD AND ROAD RESERVE**

Add the following to the first paragraph:

"The contractor shall pay special attention to the collection and removal of all waste materials originating from the construction activities. All materials trimmed or excavated from the road shall be collected and removed from the road reserve to the satisfaction of the engineer.

This requirement shall be deemed to be incorporated in the tendered rates for item 59.01 of the bill of quantities or such other items as the contractor may decide upon.

The engineer may order additional finishing of the road reserve which will entail the collection and disposal of loose rocks etc. Payment for this work will be made under daywork items included in section 5900 of the bill of quantities as described in section 1800 of these project specifications."

## **SECTION 6100: FOUNDATIONS FOR STRUCTURES**

### **B6105 EXCAVATION**

#### **(g) The safety of excavations**

Add the following:

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



"The design for shoring, signing of the drawings and inspection prior to construction of the permanent works of excavations to ensure it is safe shall be undertaken by the contractor's competent person, who shall be a professional engineer with the relevant experience. The contractor shall ensure that all temporary works undertaken shall comply with the relevant sections of the Occupational Health and Safety Act and the Construction Regulations".

#### **B6106 FOUNDING**

*Add the following clause at the end of the last paragraph:*

"Where foundation slabs or pile caps are cast directly against the face of the excavations, the volume of concrete measured for payment shall be the total volume of concrete placed or the volume based on the plan dimensions detailed on the drawings plus a 100mm allowance for overbreak on each applicable side whichever is the lesser. No formwork to the footing shall be measured when the concrete is cast against the face of the excavations".

#### **B6108 BACKFILL AND FILL NEAR STRUCTURES**

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

*Add the following:*

(iv) "During backfilling within 1,0m of any concrete structure, or as directed by the Engineer, only hand operated mechanical compaction equipment shall be used to achieve the required density."

#### **B6109 FOUNDATION FILL**

*Add the following after the 3rd paragraph:*

"Granular foundation fill shall be constructed from selected subgrade material.

*Add the following after the 6th paragraph:*

"Concrete screeds shall extend 100mm beyond the horizontal dimensions of all footings to facilitate the placing of formwork, unless otherwise directed by the engineer.

In the case of structures where excessive ground water is encountered, the screed shall extend over the full plan area of the base of the excavation. Payment shall be made for the quantity of concrete calculated as the product of the specified thickness of the screed and the actual area of screed specified by the engineer up to a maximum area of the product of the neat footing length plus 750mm and the neat footing width plus 750mm."

#### **B6113 Foundation Piling**

##### **x) Nuclear integrity testing**

*Delete this subclause and replace it with the following:*

##### **"(x) Pile integrity testing (PIT)**

##### **(i) Calibration piles**

Before piling on any site is commenced with, the contractor shall (per pile construction site) construct a 5.0m long calibration pile of the same pile type, same method of construction as the piles in the bridge or structure or wall, same diameter, and same concrete mix and reinforcing. The location of this calibration pile (at any particular site) will be selected in agreement with the engineer.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



(ii) Provisions with regard to pile cap construction

Results from integrity tests on the piles for each pile cap must be evaluated and submitted to the engineer for approval, before any work on the pile cap itself may commence. Tests on the calibration pile must be done at the same time or before tests on the first working pile are undertaken.

(iii) Pile integrity test method

The purpose of integrity testing is to prove that the construction techniques employed to create a bored or augured pile is satisfactory in terms of quality assurance with respect to aspects such as necking of concrete in the pile shafts, checking concrete cover to reinforcement, checking for honeycombing or grout loss, segregation of aggregate inclusion and for large cracks or voids.

(1) Cross-Hole Sonic Logging (CSL) and optional Base Integrity Test

(aa) Overview

This method is used to verify the integrity of the pile shaft particularly in the case of larger diameter piles. By sending ultrasonic pulses through concrete from one probe to another (probes located in parallel tubes), the CSL procedure inspects the drilled shaft structural integrity and extent and location of defects, if any. At the receiver probe, pulse arrival-time and signal strength are both affected by the concrete. For equidistant tubes, uniform concrete yields consistent arrival times with reasonable pulse wave speed and signal strengths. Non-uniformities such as contamination, soft concrete, honeycombing, voids, or inclusion exhibit delayed arrival times with reduced signal strength.

An optional Base Integrity Test (in order to establish the quality of the pile base/end bearing contact via the CSL tubes) specification is included at the end of this section.

(bb) Personnel Requirements

The CSL consultant shall have a registered professional engineer supervising the testing and interpretation of results. The CSL consultant shall be an independent testing agency with at least 3 years of experience in CSL testing. The consultant's qualifications and the specifications for the equipment used shall be submitted to the engineer for approval prior to beginning bored or augured pile shaft installation.

(cc) Equipment requirements

A Cross Hole Analyser (CHA) that meets the following minimum requirements:

(1) Computer based CSL data acquisition system for display of signals during data acquisition, with a minimum 12 bit A/D converter with a sampling frequency of at least 500 000Hz, and recording of all pulse signals for full analysis and individual inspection.

*Note: Converting signals with low noise using high A/D resolution and sampling rates is important to obtain quality data and allow proper full data interpretation.*

(2) Ultrasonic transmitter and receiver probes capable of producing records at a minimum frequency of 50 000Hz with good signal amplitude and energy through good quality concrete. The probes shall be less than 28mm in diameter and shall freely descend through the full depth of properly installed access tubes in the drilled shafts.

(3) Two depth sensors to independently determine transmitter and receiver probe depths.

(4) Triggering of the recording system time base with transmitted ultrasonic pulse.

(dd) Access tube preparation

The access tubes in each drilled shaft are indicated on the drawings. Every drilled shaft shall be equipped with access tubes to permit inspection by CSL. All permanent drilled shafts are to be tested by CSL. 50mm (minimum) nominal diameter 3mm wall thickness mild steel tubes are specified for access for the probes in each drilled shaft. Typically, 3 to 4 tubes are used, although up to 6 may be used in larger piles.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2





Round tubes with regular internal diameter free of defects and obstructions, including any tubes joints, to permit the free, unobstructed passage of the probes shall be used. Tubes shall be watertight and free from corrosion with clean internal and external faces to ensure a good bond between the concrete and tubes. Tubes may be extended with mechanical couplings. Duct tape or other wrapping materials to seal the joints and butt welding of joints are prohibited. Tubes shall be installed by the contractor such that the CSL probes will pass through the entire length of the tube without binding. Ensure that the access tubes are plumb and verify that unobstructed passage of the probes is achievable before the CSL consultant arrives.

*Note: If an existing pile does not contain access tubes, access holes can be installed by coring a borehole in the concrete. Locate cored holes about 150mm inside the reinforcement cage. Log core holes and include descriptions of any inclusions or voids. For pile drilled shafts with access tubes that do not allow the probe to pass through the entire length of the tube due to poor workmanship, replacement access holes may be provided by core drilling.*

Fit the tubes with watertight shoe in the bottom and a removable cap on the top. Secure the tubes at regular intervals not to exceed 1,0m to the interior of the reinforcement cage. Install the tubes uniformly and equidistantly around the circumference such that each tube is spaced parallel for the full length and at the maximum distance possible from each adjacent tube. Tubes should be spaced as far as possible from the main axial reinforcing steel. Extend the tubes to within 300mm of the bottom of the pile, and at least 1,0m above the drilled shaft tops, and at least 0,6m, but no more than 1,5m above the ground surface. Do not damage the tubes during installation of the reinforcement cage.

*Note: Do not allow the tube to rest on the bottom of the drilled shaft excavation.*

After placement of the reinforcement cage, fill the access tubes with clean fresh water as soon as possible but within at the latest one hour of concrete placement. Cap the tube tops to prevent debris from entering the access tubes. Do not apply excessive torque, hammering or other stresses that could break the bond between the tube and concrete when removing caps from the tubes.

*Note: The tubes should preferably be filled with water prior to concrete placement, but MUST be filled with water within at most 4 hours after placing concrete to prevent debonding of the access tubes due to differential temperatures.*

(ee) Test sequence

Test the drilled shaft no sooner than 3 calendar days after placement of all concrete in any drilled shaft, but within 10 days after placement and prior to loading for test drilled shafts, or within 45 days after placement on production drilled shafts.

*Note: CSL testing can be performed any time after concrete installation, although 2 days is usually the minimum acceptable wait. Because the concrete strength and quality generally increases as the concrete cures, longer wait times are usually desirable, particularly if minimum pulse wave speeds are specified or to reduce result variability between drilled shafts or even as a function of depth in a single drilled shaft. However, if PVC tubes are used, long wait times increase the tube debonding, which is detrimental to the test. Production of drilled shaft installation and subsequent construction influence the dates of CSL testing.*

After all CSL testing has been completed, and after acceptance of the drilled shaft by the engineer, the contractor shall remove the water in the tubes, place grout tubes extending to the bottom of the access tube, and fill all access tubes in the drilled shafts with grout.

(ff) Test procedures

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Prior to CSL testing, the contractor shall provide the engineer and CSL consultant with a record of all drilled shaft lengths with elevations of the top and bottom, and installation dates of all drilled shafts. The access tubes shall be clearly labelled for identification by the CSL consultant.

The CSL testing shall be performed with the transmitter and receiver probes in the same horizontal plane in parallel tubes unless test results indicate potential defects, in which case the questionable zone may be further evaluated with angled tests (source and receiver vertically offset in the tubes). Using the labelling established for the tubes, perform CSL testing between all adjacent perimeter access tube pairs and across at least two major diagonals within the drilled shafts with more than four tubes, additional logs in other diagonal tube pairs may be required to estimate the extent of the defect.

Lower the probes from the top, effectively measuring the access tube lengths. Pull the probes simultaneously, taking CSL measurements at intervals of 50mm or less from the bottom to the top of the drilled shaft. Defects indicated by late pulse arrival times and significantly lower amplitude/energy signals shall be immediately reported to the engineer. Additional tests such as the offset elevation CSL testing may be required by the engineer to further evaluate the extent of such defects. If debonding between the access tube and the concrete is indicated by the CSL results, an alternative test method will be required to determine the integrity of the concrete in the de-bonded region.

*Note: In case defects are detected, additional tests or analysis options may include CSL tomography, Gamma-gamma nuclear density logging, sonic echo or impact response tests, high strain dynamic pile testing, static load testing, or concrete coring. If the drilled shaft is cored, an accurate log of the cores that include depth and core recovery shall be kept, and core and coring logs shall be properly identified and given to the engineer.*

(gg) Results

Present the results of the CSL in a written report within five (5) working days of completion of testing. The report shall include presentation of CSL logs for all tested tube pairs including:

- (1) Presentation of the traditional signal peak diagram as a function of time plotted versus depth.
- (2) Computed initial pulse arrival time or pulse wave speed versus depth.
- (3) Computed relative pulse energy or amplitude versus depth.

A CSL log shall be presented for each tube pair. Defect zones, if any, shall be indicated on the logs and their extent and location discussed in the report text. Defect zones are normally (see Note below also) defined by an increase in arrival time of more than 20% relative to the arrival time in a nearby zone of good concrete, indicating a slower pulse velocity.

*Note: Because the tubes might not be perfectly straight or even parallel, a fixed absolute limit of a wave speed value cannot be used for evaluation. It should also be noted that if the referenced good concrete exceeds the specifications, then a concrete with a local 20% wave speed reduction might still exceed the specifications.*

The log for each tube pair shall be clearly identified and oriented relative to the structure. The engineer shall have five (5) working days to evaluate the results and determine whether the drilled shaft construction is acceptable or not. The contractor shall not perform any load testing or other construction associated with these drilled shafts until after acceptance by the engineer. If the drilled shaft is accepted by the engineer, the contractor may then proceed with construction. If the engineer determines the drilled shaft is not acceptable, the drilled shaft must be cored, repaired or replaced by the contractor at the contractor's expense and with no increase in contract time.

(hh) Base integrity test

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



In order to establish the quality of the pile/base rock contact, a base integrity test shall be performed. This shall be accomplished in the following manner:

(1) The 85mm diameter tubes for the “Cross Hole Sonic Logging” shall be installed to within 300mm of the base pile of the pile. The base of the tubes shall be sealed square with a water tight seal.

(2) NX (55mm) diameter cores shall be drilled within 85mm diameter tubes, through the remaining 300mm of pile concrete and for a distance of 1200mm into the rock at the toe of the pile. The core shall be carefully retrieved with drill string lengths and datums noted. This core shall be marked and carefully placed inside a plastic sheath such that the actual condition of the interface between pile and rock is not disturbed. The core shall be temporarily stored in a core box for later inspection.

At the completion of the test, and when instructed by the engineer, the complete assembly to the top of the pile shall be filled with non-shrink grout of at least 30MPa strength. The hole shall be filled from the bottom up.

The basis of payment shall be in accordance with pay items 61.37, 61.38 and 61.39.

(2) Impulse or Impact Frequency Response (IFR) or “Tapping” Method

(aa) Overview

These tests have a depth limitation with respect to checking the pile shaft quality, this being typically 20 to 30 pile diameters. The pile head is struck with a hand held hammer, which sends low strain stress waves down the pile shaft. The pile concrete shall have attained an age of at least 3 days. This induced stress wave is reflected off the pile toe, as well as off any other discontinuities along the pile shaft. This reflected wave gets recorded by a hand held accelerometer pressed against the top of the pile, and converted into a velocity-time trace presented on-screen as velocity versus pile depth. This is non-intrusive test and can be implemented on all types of cast in situ or grouted in situ piles of 250mm diameter and upwards.

Interpretation of the resulting graph will typically yield the following:

- (1) Significant inclusions (5-10 % of pile shaft area).
- (2) Horizontal cracks (or joints).
- (3) Pile necking.
- (4) Changes in surrounding soil layers.

(bb) Personnel requirements

The IFR consultant shall have a registered professional engineer supervising the testing and interpretation of results. The IFR consultant shall be an independent testing agency with at least 3 years' experience in IFR testing. The consultant's qualifications and the specifications for the equipment used shall be submitted to the engineer for approval prior to testing.

(cc) Pile head preparation

Piles shall be tested from the cut-off level in sound concrete (about 50mm above pile cap soffit level). Helical shear links shall be removed to allow ample swing area for the hammer. A level hammer area of about 100mm diameter shall be prepared in the pile centre by using scabblers, scutch hammer or hammer and chisel. For the geophone, an area of about 80mm diameter shall be similarly prepared close to the pile perimeter.

(dd) Results

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Written report in an easy to read and understand format, shall be submitted within five (5) working days of completion of the testing. The report shall include all IFR logs, as well as interpretation of the data.

## B6115 MEASUREMENT AND PAYMENT

### Item

### Unit

#### B61.06 Overhaul

cubic metre (m<sup>3</sup>)

*Delete the following as shown below in the first paragraph:*

#### "61.08(a) and (c) "

i.e. transport costs for commercial rock-fill must be included in the rock-fill rate, and overhaul for rock-fill will therefore not be measured and paid separately.

*Delete pay item 61.50 and replace it with the following items for Pile Integrity Testing (PIT):*

### "Item

### Unit

#### B61.50 Pile Integrity Testing on bored/augured piles

(a) Constructing 5.0m long reinforced concrete calibration bored piles of 610 mm diameter, inclusive of three 85 mm diameter mild steel tubes

number (No)

(b) Providing and installing 85mm diameter

mild steel tubes used for "Cross Hole Sonic Logging" in all designated piles

metre (m)

(c) Impact Frequency Response (IFR) tests and interpreted results

number (No)

(d) Cross-Hole Sonic Logging tests and interpreted results ..

metre of pile (m)

(e) Base integrity tests:

(i) Establishment on the site for core

Drilling lump sum (LS)

(ii) Moving equipment and assembling it at each location/pile position where cores are to be drilled

number (No)

(iii) Drilling the cores, 55 mm diameter in:

(aa) Concrete

metre (m)

(bb) Founding formation, irrespective of hardness

metre (m)

(iv) Log of cored data

number (No)

The unit of measurement shall be the number of cores logged. The tendered rate shall include full compensation for the log of the core data by a qualified person, who shall be approved by the engineer. The core logging shall be done in general accordance with the "Guidelines for soil and rock logging" compiled by the Geotechnology Workshop and published by SAICE in 1990.

(v) Grouting up all CSL tubes after successful testing

cubic metre (m<sup>3</sup>)

The unit of measurement shall be the volume of grout used to fill all the tubes used for sonic testing and the cores.

The tendered rate shall include full compensation for the grout, equipment and all labour used to fill the tubes and cores. The grout shall have a compressive strength of at least 30MPa.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



The unit of measurement for subitem (a) shall be the number of 4.0m long calibration reinforced concrete bored piles provided complete with the required number (and length) of 85mm mild steel tubes to facilitate CSL testing and constructed similarly to the proposed working piles.

The unit of measurement for subitem (b) for the 85mm nominal diameter mild steel tubes shall be the metre of approved 3mm thick tubes provided and installed into all designated piles of various diameters in accordance with the specification.

The unit of measurement for subitem (c), viz for the Impact Frequency Response tests shall be the number of designated piles tested by the IFR method as compensation for establishment on site, procurement, preparation, conducting and supervising the tests and full compensation for the proper evaluation and reporting of the results and findings to the engineer, by the IFR consultant.

The unit of measurement for subitem d), i.e. the CSL tests, shall be the metre of pile shaft fully tested (for all designated piles) using the Cross-Hole Sonic Logging method, and shall include full compensation for establishment and removal of all specialised equipment and expert personnel as well as for all materials, for the preparation and conducting and supervising the tests as well as full compensation for the proper evaluation and reporting of the results as well as the interpreted findings/conclusions/recommendations to the engineer by the CSL consultant”.

## **SECTION 6200: FALSEWORK, FORMWORK AND CONCRETE FINISH**

### **B6205 CONSTRUCTION**

#### **(b) Formwork**

##### **(i) General**

*Add the following:*

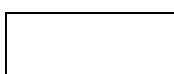
“Formwork to faces of structures with a gradient equal to or greater than ten vertical to one horizontal shall be classified as vertical formwork.

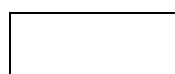
Formwork to faces of structures with a gradient of less than ten vertical to one horizontal, or equal to or greater than one vertical to ten horizontal, shall be classified as inclined formwork.

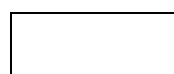
Formwork to faces of structures with a gradient of less than one vertical to ten horizontal shall be classified as horizontal formwork.”

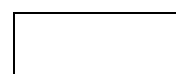
### **B6210 PAYMENT TO NOMINATED SUBCONTRACTOR FOR SUPPLY AND HIRE OF BRIDGE DECK OVERHANG FALSEWORK**

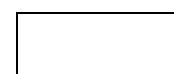
Contractor to compensate nominated subcontractor for the provision and hire of the bridge deck overhang falsework erected on site. Contractor to ensure safeguarding of material during bridge deck placement and curing period. Contractor to facilitate removal of falsework upon completion of curing and to ensure accurate recon of material upon stripping and removal from site

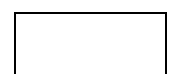
  
Tenderer

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2



## SECTION 6300 : STEEL REINFORCEMENT FOR STRUCTURES

### B63.06 Payment to nominated subcontractor:

#### For fixing only of Steel reinforcement for Deck Slab:

Contractor to compensate nominated subcontractor for the installation of bridge deck reinforcement as required.

### B6307 COVER AND SUPPORT

*Add the following to the end of the fifth paragraph:*

“Concrete cover and spacer blocks shall be made using the same cement and aggregate type as the main concrete with the same water/ cement ratio so that differences in shrinkage, thermal movements and strain are minimised. Cover blocks shall be water cured by submersion for a minimum of 7 days and thereafter kept submerged in water until immediately before fixing onto reinforcing steel.

Where concrete cover blocks, subsequent to fixing, have visually dried out they shall be remoistened by an appropriate method so that they are damp before the placing of concrete. Only semi-spherical concrete cover blocks shall be used. Where fixing wire is inserted into cover blocks, it shall be galvanised. Cover and spacer blocks manufactured from other materials e.g. plastic or wood, shall not be permitted. All cover blocks regardless of the type of material manufactured from, shall not be visible on exposed concrete surfaces.”

## SECTION 6400 : CONCRETE FOR STRUCTURES

### B6402 MATERIALS

#### (a) Cement

*Replace the colon at the end of the first paragraph with a comma, and add the following:*

“taking into account the adoption of the SANS 50197-1:2000 code for cements, add the following new paragraphs:

“The type of cement to be used in any concrete element shall take into account the environmental conditions and durability requirements at the location of the site of the works, and shall be as approved by the engineer.

With the exception of the standard SANS approved cement blends supplied by the primary cement producers, the blending of CEM1 and extenders shall not be permitted unless specifically approved by the engineer on the basis of an acceptable quality assurance procedure.”

#### b) Aggregates

*Delete the remainder of the sentence after “exceed” in sub-clause (i)(1) and replace with the following:*

“150% of that of the reference norite aggregate or any of the other three reference aggregates”

*Delete the remainder of the sentence after “exceed” in sub--clause (i)(2) and replace with the following:*

“200% and of the coarse aggregate 175% of that of the reference norite aggregate or any of the other three reference aggregates”

*Delete the remainder of the sentence after “exceed” in the first paragraph of sub-clause (i)(3) and replace with the following:*

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



“235% of that of the reference norite aggregate or any of the other three reference aggregates”

*Delete the entire last paragraph of sub-sub-sub-clause (i)(3) commencing with “The drying shrinkage of concrete...”*

*Add the following sub-sub-clause:*

“(vi) The maximum chloride ion content of fine aggregate shall be 0,03% by mass of aggregate as specified by SANS 1083:2002. Where concrete is situated in a chloride environment the value shall be reduced from 0,03% to 0,01%.”

**d) Water**

*Add the following:*

“Water for concrete other than prestressed concrete, shall not contain chlorides, calculated as sodium chloride, in excess of three thousand parts per million (3000ppm) nor sulphates, calculated as sodium sulphate, in excess of two thousand parts per million (2000ppm).

Water for curing concrete shall not contain impurities in sufficient amount to cause discolouration of the concrete or produce etching of the surface.

No water containing salts shall be used.

No water shall be added on site to ready mix concrete prior to placing to improve workability. All concrete delivered to site shall be checked for workability using the slump cone test and slump measured outside of the limit set from the design mix shall be rejected.”

**e) Admixtures**

*Add the following sub-sub-clauses:*

“(v) Admixtures, which have a retarding effect on the rate of hydration of the cement, may not be used when the concrete temperature is below 20°C.

(vi) A retarding admixture shall be used if the temperatures of concrete mixes using cements of strength class 42.5 or higher is between 20 to 30°C or where the ambient temperature is between 20 to 30°C.”

*Add the following:*

“Note: Only admixtures of the type that do not increase the water content of the mix will be considered by the Engineer. In addition, no admixtures shall be added on site to ready mix concrete prior to placing to improve workability.”

**B6404 CONCRETE QUALITY**

**(b) Strength concrete**

*Add the following paragraph:*

“The cement content for any class of structural concrete or mass concrete used in structures shall not be less than 300kg/m<sup>3</sup> of concrete.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2





The contractor must provide the engineer with complete mix designs and materials test results for strength concrete at least six (6) weeks before the first concrete is cast on the project" on Colto Form D2 complete with all required test results for stone, sand and water.

#### **B6405 MEASURING THE MATERIALS**

##### **(c) Aggregates**

*Add the following:*

"All concrete for structures shall be manufactured by mechanical mass batching unless authorised otherwise by the engineer for minor concrete structures or for labour-intensive methods."

#### **B6407 PLACING AND COMPACTING**

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

*Add the following after the third paragraph:*

"Concrete shall only be placed up to 20:00 at the latest. Under exceptional circumstances the Engineer may allow night work on condition that proper lighting arrangements can be made and a new and rested shift for night work is provided, and ambient temperatures are such as to not adversely affect the setting of the concrete."

Contractor to compensate nominated subcontractor for the placement and compaction of bridge deck concrete as required.

#### **B6408 CONSTRUCTION JOINTS**

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

*Add the following:*

"No construction joints other than those indicated on the drawings will be permitted without the written approval of the engineer".

#### **B6409 CURING AND PROTECTING**

*Add the following:*

The surface area of culvert floor slabs, decks and approach road slabs shall be cured as follows:

- (i) The area of freshly cast and finished concrete surface shall be immediately covered as specified in clause 6409(e).
- (ii) After the concrete has set sufficiently the entire area shall be treated with an approved resin-based curing compound as specified in clause 6409(f)."

Any vertical faces where formwork is removed before 7 days must be treated with an approved wax-based curing compound

#### **B6414 QUALITY OF MATERIALS AND WORKMANSHIP**

##### **(a) Criteria for compliance with the requirements**

*Add the following:*

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Tenderer

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2





"Quality control shall be carried out by the engineer as specified in Section 8200: Quality Control (Scheme 1)."

*Add the following new paragraph:*

**(d) Concrete cores - strength requirements**

"Cores will only be drilled if authorised by the engineer. This will only be considered if the contractor's own cubes, when crushed by the engineer, attained the required 28-day cube strength."

**B64.15 DEMOLITION AND REMOVAL OF EXISTING STRUCTURAL CONCRETE**

Add the following below last paragraph:

"The above will also apply to the removal of redundant concrete structures and elements requiring complete demolition and removal from site."

**B6416 MEASUREMENT AND PAYMENT**

**ITEM**

**UNIT**

B64.06 Demolishing of existing concrete

Cubic Meter (m<sup>3</sup>)

**(b) Reinforced Concrete in**

**(i) Existing river crossing structure**

The unit rate shall be for the demolition, clearing, loading and safe disposal of the existing river crossing structure. Reinstatement of the area will be covered by Section 5800 under item B58.1

**SECTION 6600: NO-FINES CONCRETE, JOINTS, BEARINGS, BOLT GROUPS FOR ELECTRIFICATION, AND PARAPETS AND DRAINAGE FOR STRUCTURES**

**B6603 JOINTS IN STRUCTURES**

**(g) Installing the expansion joints**

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

"All deck expansion joints shall be installed by approved specialist subcontractors only. Installed deck expansion joints shall have the following guarantees:

- Asphalt plug type joints - 10 years
- Joint sealant - 5 years

All deck expansion joints will only be considered for use on this contract if the manufacturer has obtained Agrément certification. New applications for Agrément assessment take up to one year from receipt to acceptance by Agrément South Africa."

**B6606 DRAINAGE FOR STRUCTURES**

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**(c) Synthetic-fibre filter fabric**

*Add the following:*

"The synthetic-fibre filter fabric used in conjunction with crushed stone in drainage strips shall be Kaymat U24 or an approved equivalent material. An overlap of 300 mm shall be provided at joints."

**B6608 MEASUREMENT AND PAYMENT**

*Add the following payment item:*

Item	Unit
<b>B66.27 Joint protection plates</b> number	(No)

The unit rate shall be the number of galvanised cover plates installed over deck expansion joints at the interfaces with concrete barriers.

The tendered rate shall provide full compensation for the manufacturing and galvanizing of the cover plates, transporting it to site and installing it to allow free deck movement at the deck expansion joints.

*Add the following payment item:*

Item	Unit
<b>B66.28 (a) Precast Parapet Installation</b> Meter	(m)

The unit rate shall be the meters of parapet installed

The tendered rate shall provide full compensation for the installation of pre-procured, pre-cast concrete parapets and shall include all activities required for the installation, jointing and sealing of such parapets to the applicable standards and the satisfaction of the Employer's Agent..

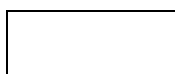
Item	Unit
<b>B66.28 (b) Transportation of precast parapet units from precast manufacturing site to the project site</b> kilometre	(km)

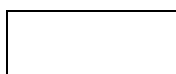
The unit rate shall be kilometres travelled for the purpose of collection

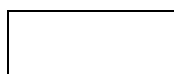
The tendered rate shall include all resources to allow the transportation of precast parapet units from the manufacturing facility to the project site. Rate should include for possibility of numerous trips due to quantity of parapets to be transported. Total transportation distance of 150km payable regardless of trip/resource quantity.

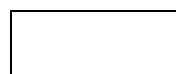
Item	Unit
<b>B66.29 150mm Diameter Sleeves at bridge sidewalk</b> Metre	(m)

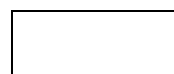
Tendered rates to include procurement, protection and installation of PVC sleeves cast into pedestrian walkway over bridge deck as shown on drawings.

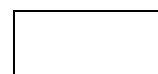
  
Tenderer

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2



## **MATTERS RELATING TO LOCAL CONTENT AND PARTICIPATION**

SECTION 1500 : ACCOMODATION OF TRAFFIC

SECTION 1600 : OVERHAUL

SECTION 1700 : CLEARING AND GRUBBING

SECTION 2300 : CONCRETE KERBING, CONCRETE CHANNELING, CHUTES AND DOWNPIPES AND CONCRETE  
LININGS FOR OPEN DRAINS

SECTION 3300 : MASS EARTHWORKS

SECTION 3400 : PAVEMENT LAYERS OF GRAVEL MATERIAL

SECTION 3500 : STABILIZATION

SECTION 3600 : CRUSHED STONE BASE

SECTION 3800 : BREAKING UP OF EXISTING PAVEMENT LAYERS

SECTION 4100 : PRIME COAT

SECTION 4200 : ASPHALT BASE AND SURFACING

SECTION 4700 : SURFACING OF BRIDGE DECKS

SECTION 5100 : PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION

SECTION 5200 : GABIONS

SECTION 5400 : GUARDRAILS

SECTION 6500 : ROAD SIGNS

SECTION 5700 : ROAD MARKINGS

SECTION 5800 : LANDSCAPING AND PLANTING PLANTS

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

SECTION 8500 : RELOCATION OF SERVICES

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## SECTION 1600 : OVERHAUL

### **L 16.06      Percentage allowance for Handling and Management Cost in respect of item 16.01 and 16.02**

Allowance to be made for the overall management of the tasks and activities performed by the appointed local sub-contractor. Rate to include costs of:

- Management of sub-contractor tasks
- Management of sub-contractor documentation
- Management of sub-contractor safety and environmental aspects
- Processing and payment of sub-contractor claims

Payment of the above item will be made as a percentage of the claim submitted by the local sub-contractor for the portion of the works

## SECTION 1700 : CLEARING AND GRUBBING

### **L 17.06      Percentage allowance for Handling and Management Cost in respect of items 17.03 and 17.05**

Allowance to be made for the overall management of the tasks and activities performed by the appointed local sub-contractor. Rate to include costs of:

- Management of sub-contractor tasks
- Management of sub-contractor documentation
- Management of sub-contractor safety and environmental aspects
- Assistance with sub-contractor method statements
- Processing and payment of sub-contractor claims

Payment of the above item will be made as a percentage of the claim submitted by the local sub-contractor for the portion of the works

## SECTION 2300 : CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS

### **L 23.16      Percentage allowance for Handling and Management Cost in respect of items 23.01 to 23.15**

Allowance to be made for the overall management of the tasks and activities performed by the appointed local sub-contractor. Rate to include costs of:

- Management of sub-contractor tasks
- Management of sub-contractor documentation
- Management of sub-contractor material and works quality
- Management of sub-contractor safety and environmental aspects
- Provision of technical assistance
- Processing and payment of sub-contractor claims

Payment of the above item will be made as a percentage of the claim submitted by the local sub-contractor for the portion of the works

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## SECTION 3400 : PAVEMENT LAYERS OF GRAVEL MATERIAL

### **L 34.08      Percentage allowance for Handling and Management Cost in respect of items 34.01 to 34.07**

Allowance to be made for the overall management of the tasks and activities performed by the appointed local sub-contractor. Rate to include costs of:

- Management of sub-contractor tasks
- Management of sub-contractor documentation
- Management of sub-contractor material and works quality
- Management of sub-contractor safety and environmental aspects
- Provision of technical assistance
- Processing and payment of sub-contractor claims

Payment of the above item will be made as a percentage of the claim submitted by the local sub-contractor for the portion of the works

## SECTION 3500 : PAVEMENT LAYERS OF GRAVEL MATERIAL

### **L 35.05      Percentage allowance for Handling and Management Cost in respect of items 35.01 to 35.04**

Allowance to be made for the overall management of the tasks and activities performed by the appointed local sub-contractor. Rate to include costs of:

- Management of sub-contractor tasks
- Management of sub-contractor documentation
- Management of sub-contractor material and works quality
- Management of sub-contractor safety and environmental aspects
- Provision of technical assistance
- Processing and payment of sub-contractor claims

Payment of the above item will be made as a percentage of the claim submitted by the local sub-contractor for the portion of the works


## SECTION 3600 : CRUSHED STONE BASE


### **L 36.13      Percentage allowance for Handling and Management Cost in respect of items 36.01, 36.02 and 36.12**


Allowance to be made for the overall management of the tasks and activities performed by the appointed local sub-contractor. Rate to include costs of:


- Management of sub-contractor tasks
- Management of sub-contractor documentation
- Management of sub-contractor material and works quality
- Management of sub-contractor safety and environmental aspects
- Provision of technical assistance
- Processing and payment of sub-contractor claims


Payment of the above item will be made as a percentage of the claim submitted by the local sub-contractor for the portion of the works


  
Tenderer

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2



## SECTION 3800 : BREAKING UP OF EXISTING PAVEMENT LAYERS

### **L 38.09      Percentage allowance for Handling and Management Cost in respect of items 38.01, B38.04 and 38.08**

Allowance to be made for the overall management of the tasks and activities performed by the appointed local sub-contractor. Rate to include costs of:

- Management of sub-contractor tasks
- Management of sub-contractor documentation
- Management of sub-contractor safety and environmental aspects
- Provision of technical assistance
- Processing and payment of sub-contractor claims

Payment of the above item will be made as a percentage of the claim submitted by the local sub-contractor for the portion of the works

## SECTION 4100 : PRIME COAT

### **L 41.03      Percentage allowance for Handling and Management Cost in respect of items 41.01 and 41.02**

Allowance to be made for the overall management of the tasks and activities performed by the appointed local sub-contractor. Rate to include costs of:

- Management of sub-contractor tasks
- Management of sub-contractor documentation
- Management of sub-contractor material and works quality
- Management of sub-contractor safety and environmental aspects
- Provision of technical assistance
- Processing and payment of sub-contractor claims

Payment of the above item will be made as a percentage of the claim submitted by the local sub-contractor for the portion of the works

## SECTION 4200 : ASPHALT BASE AND SURFACING

### **L 42.06      Percentage allowance for Handling and Management Cost in respect of items 41.01, 41.04 and 41.05**

Allowance to be made for the overall management of the tasks and activities performed by the appointed local sub-contractor. Rate to include costs of:

- Management of sub-contractor tasks
- Management of sub-contractor documentation
- Management of sub-contractor material and works quality
- Management of sub-contractor safety and environmental aspects
- Provision of technical assistance
- Processing and payment of sub-contractor claims

Payment of the above item will be made as a percentage of the claim submitted by the local sub-contractor for the portion of the works

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## SECTION 4700 : SURFACING OF BRIDGE DECKS

### **L 47.03      Percentage allowance for Handling and Management Cost in respect of items 47.01 and 47.02**

Allowance to be made for the overall management of the tasks and activities performed by the appointed local sub-contractor. Rate to include costs of:

- Management of sub-contractor tasks
- Management of sub-contractor documentation
- Management of sub-contractor material and works quality
- Management of sub-contractor safety and environmental aspects
- Provision of technical assistance
- Processing and payment of sub-contractor claims

Payment of the above item will be made as a percentage of the claim submitted by the local sub-contractor for the portion of the works

## SECTION 5100 : PITCHING, STONEWORK AND PROTECTION AGAINST EROSION

### **L 51.02      Percentage allowance for Handling and Management Cost in respect of item 51.01**

Allowance to be made for the overall management of the tasks and activities performed by the appointed local sub-contractor. Rate to include costs of:

- Management of sub-contractor tasks
- Management of sub-contractor documentation
- Management of sub-contractor material and works quality
- Management of sub-contractor safety and environmental aspects
- Provision of technical assistance
- Processing and payment of sub-contractor claims

Payment of the above item will be made as a percentage of the claim submitted by the local sub-contractor for the portion of the works

## SECTION 5200 : GABIONS

### **L 52.05      Percentage allowance for Handling and Management Cost in respect of items 52.01 to 52.04**

Allowance to be made for the overall management of the tasks and activities performed by the appointed local sub-contractor. Rate to include costs of:

- Management of sub-contractor tasks
- Management of sub-contractor documentation
- Management of sub-contractor material and works quality
- Management of sub-contractor safety and environmental aspects
- Provision of technical assistance
- Processing and payment of sub-contractor claims

Payment of the above item will be made as a percentage of the claim submitted by the local sub-contractor for the portion of the works

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*Tenderer*

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*Witness 1*

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*Witness 2*

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*Employer*

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*Witness 1*

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*Witness 2*



## SECTION 5400 : GUARDRAILS

### **L 54.07      Percentage allowance for Handling and Management Cost in respect of items 54.01 to 51.06**

Allowance to be made for the overall management of the tasks and activities performed by the appointed local sub-contractor. Rate to include costs of:

- Management of sub-contractor tasks
- Management of sub-contractor documentation
- Management of sub-contractor material and works quality
- Management of sub-contractor safety and environmental aspects
- Provision of technical assistance
- Processing and payment of sub-contractor claims

Payment of the above item will be made as a percentage of the claim submitted by the local sub-contractor for the portion of the works

## SECTION 5600 : ROAD SIGNS

### **L 56.08      Percentage allowance for Handling and Management Cost in respect of items 56.01 to 56.07**

Allowance to be made for the overall management of the tasks and activities performed by the appointed local sub-contractor. Rate to include costs of:

- Management of sub-contractor tasks
- Management of sub-contractor documentation
- Management of sub-contractor material and works quality
- Management of sub-contractor safety and environmental aspects
- Provision of technical assistance
- Processing and payment of sub-contractor claims

Payment of the above item will be made as a percentage of the claim submitted by the local sub-contractor for the portion of the works

## SECTION 5700 : ROAD MARKINGS

### **L 57.08      Percentage allowance for Handling and Management Cost in respect of items 57.02 to B57.07**

Allowance to be made for the overall management of the tasks and activities performed by the appointed local sub-contractor. Rate to include costs of:

- Management of sub-contractor tasks
- Management of sub-contractor documentation
- Management of sub-contractor material and works quality
- Management of sub-contractor safety and environmental aspects
- Provision of technical assistance
- Processing and payment of sub-contractor claims

Payment of the above item will be made as a percentage of the claim submitted by the local sub-contractor for the portion of the works

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*





## SECTION 5800 : LANDSCAPING

### **L 58.02      Percentage allowance for Handling and Management Cost in respect of item 58.01**

Allowance to be made for the overall management of the tasks and activities performed by the appointed local sub-contractor. Rate to include costs of:

- Management of sub-contractor tasks
- Management of sub-contractor documentation
- Management of sub-contractor material and works quality
- Management of sub-contractor safety and environmental aspects
- Provision of technical assistance
- Processing and payment of sub-contractor claims

Payment of the above item will be made as a percentage of the claim submitted by the local sub-contractor for the portion of the works

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

### **L 59.03      Percentage allowance for Handling and Management Cost in respect of items 59.01 and 59.02**

Allowance to be made for the overall management of the tasks and activities performed by the appointed local sub-contractor. Rate to include costs of:

- Management of sub-contractor tasks
- Management of sub-contractor documentation
- Management of sub-contractor works quality
- Management of sub-contractor safety and environmental aspects
- Provision of technical assistance
- Processing and payment of sub-contractor claims

Payment of the above item will be made as a percentage of the claim submitted by the local sub-contractor for the portion of the works

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## NKANGALA DISTRICT MUNICIPALITY



### CONSTRUCTION OF THE GA-MORWE TO MTHAMBOTHIN VEHICLE BRIDGE IN DR JS MOROKA LOCAL MUNICIPALITY PROJECT No: 57504

#### **C4 SITE INFORMATION**

C4.1: SITE INFORMATION

C4.2: LOCALITY PLAN

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## C4.1 SITE INFORMATION

### C4.1.1 General

The project site is situated in Ga-Morwe/Mthabothini, within the Dr J.S Moroka Local Municipality under the Nkangala District Municipality. The approximate coordinates of the development area are as follows

- Latitude **25° 06' 55,29" S**
- Longitude **28° 59' 43,91" E**

### C4.1.2 Climate and Weather

The proposed site is situated in a region of summer rainfall with a maximum average monthly precipitation of up to 102 mm in the month of December when the maximum air temperature reaches 33°C. Winter temperatures range from 0 to 18°C in the months of June and July. The Weinert's N-value for this area is between 2 and 5 which indicates a moderate region with decomposition of rock and the presence of Kaolinite Clay.

### C4.1.3 Topography

The development site embankment slopes in an Easterly direction following the natural watercourse of the Elands River.

### C4.1.4 Material site investigation

No geological features such as faults and lineaments were visible within and around the investigation area. Soft excavation conditions are anticipated within the transported soils and residual soils (up to 3.0 m) across the site.

**The material information will be available to the successful tenderer.**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**C4.2 LOCALITY PLAN**

**Locality Map is attached under Part C5.4: Tender Drawings**

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## NKANGALA DISTRICT MUNICIPALITY



### CONSTRUCTION OF THE GA-MORWE TO MTHAMBOTHIN VEHICLE BRIDGE IN DR JS MOROKA LOCAL MUNICIPALITY PROJECT No: 57504

#### **ADDITIONAL RELEVANT DOCUMENTS**

#### **Part C4 : Additional Relevant Documents**

The following documents are attached hereto and form part of the Contract:

- (i) Nkangala District Municipality Supply Chain Management Policy;
- (ii) Nkangala District Municipality Health and Safety Specification.
- (iii) Guidelines for implementation of labour intensive infrastructure projects under the EPWP

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

ITEM	DESCRIPTION	UNIT	TENDER QUANTITY	RATE	TENDER AMOUNT
	<b>SECTION 900</b>				
<b>900</b>	<b>TRAINING</b>				
PSA9.1	Provisional Sum for formal training of targeted labour	Prov Sum	1.00	50 000.00	50 000.00
PSA9.2	Percentage for charges and profit on the provisional sum for formal training of targeted labour (Item PSA9.1 above)	%		8.0%	4 000.00
PSA9.5	Provisional Sum for the employment and training of two tertiary students for the duration of the contract (Built Environment Studies)	Prov Sum	1.00	97 500.00	97 500.00
PSA9.6	Percentage for charges and profit on the provisional sum for the employment and training of two tertiary students (Item PSA9.5 above)	%		8.0%	7 800.00
<b>900</b>	<b>TOTAL SECTION 900 - CARRIED TO SUMMARY</b>				<b>159 300.00</b>
	<b>SECTION 1100</b>				
<b>1100</b>	<b>OCCUPATIONAL HEALTH AND SAFETY</b>				
C11.01	Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations.	Lump Sum	1.00		-
	The full amount will be paid in one instalment only once:				
	(a) The Contractor has notified the Provincial Director of the Department of Labour in writing of the project.				
	(b) The Contractor has made the required initial Appointments of Employees and Sub-Contractors.				
	(c) The Client has approved the Contractor's Health and Safety Plan.				
	(d) The Contractor has set up his Health and Safety File.				
C11.02	Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations.	Month	5.00		-
	The tendered rate shall represent full compensation for that part of the contractor's general obligations in terms of the Occupational Health and Safety Act and the Construction Regulations which are mainly a function of time. The sum will be paid per week only after payment for Item C11.01 has been made. This item shall also cover all updates of the files, plans and reports associated with the Occupational Health and Safety Act and the Construction Regulations.				
C11.03	Provision of full time Construction Safety Officer	Month	5.00		-
	The tendered sum shall include for the cost of a construction safety officer on a full-time basis, his overheads, transport and all others items necessary for the proper carrying out of his duties. If a part time safety officer is appointed then the amount tendered will be prorated according to the amount of time spent on the project.				
C11.04	Submission of the Health and Safety File	Lump Sum	1.00		-
	This amount will be paid only once the Contractor has met all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and has submitted his Health and Safety File complete as envisaged on this specification to the Client's satisfaction. This must be done prior to the issue of a Certificate of Completion.				
<b>1100</b>	<b>TOTAL SECTION 1100 - CARRIED TO SUMMARY</b>				<b>-</b>

	<b>SECTION 1200</b>				
<b>1200</b>	<b>GENERAL REQUIREMENTS AND PROVISIONS</b>				
12.05	a) Quality control tests ordered by the engineer.	Prov Sum	1.00	25 000.00	25 000.00
	b) Percentage for charges and profit on the provisional sum Quality Control Testing (Item B12.03 (a) above)	%		8.0%	2 000.00
B12.05	Standing Time costs due to riot, sabotage or Acts of terrorism.	Sum/day	10.00		-
B12.06	a) Provisional Sum for the employment of a Community Liaison Officer for the duration of the contract	Prov Sum	1.00	25 000.00	25 000.00
	b) Percentage for charges and profit on the provisional sum for the Employment of a Community Liaison Officer (Item B12.06 (a) above)	%		8.0%	2 000.00
B12.08	Complying with the Occupational Health and Safety Act (Act 85 of 1993)				
	(i) Provision of an OH&S health and safety plan prior to the commencement of the Works.	Lump Sum	1.00		-
	(ii) Medical check-up on all personnel and employees to comply with the requirements of the Act.	Lump Sum	1.00		-
	(iv) Implementation of the approved Health and Safety plan	Month	5.00		-
<b>1200</b>	<b>TOTAL SECTION 1200 - CARRIED TO SUMMARY</b>				<b>54 000.00</b>

	SECTION 1300				
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
B13.01	The Contractor's general obligations:				
	(a) Fixed obligations	Lump Sum	1.00		-
	(b) Value-related obligations	Lump Sum	1.00		-
	(c) Time-related obligations	Month	5.00		-
1300	TOTAL SECTION 1300 - CARRIED TO SUMMARY				-



	<b>SECTION 1400</b>				
<b>1400</b>	<b>HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL</b>				
14.02	Office and laboratory accommodation:				
	(b) Offices (interior floor space only)	m²	90.00		-
	(g) Ablution units	m²	20.00		-
14.02 (b)	<b>Office and laboratory furniture:</b>				
	(i) Desks, complete with drawers and locks	No.	2.00		-
	(ii) General purpose steel cupboards with shelves	No.	2.00		-
	(vi) Air conditioning units with 2.2 Kw minimum capacity, mounted and with own power connection.	No.	1.00		-
	(x) Chairs:				
	(1) Visitors and conference	No.	12.00		-
	(2) Desk chairs on castors	No.	2.00		-
14.03	Office and laboratory fittings, installations and equipment:				
	(a) Items measured by number:				
	(x) Fire extinguishers 9.0 kg all-purpose dry powder type, complete, mounted on wall brackets.	No.	5.00		-
14.08	Services				
	(a) Services at office and laboratories:				
	(i) Fixed costs	Lump Sum	1.00		-
	(ii) Running costs	Month	5.00		-
<b>1400</b>	<b>TOTAL SECTION 1400 - CARRIED TO SUMMARY</b>				-
	<b>SECTION 1500</b>				
<b>1500</b>	<b>ACCOMODATION OF TRAFFIC</b>				
B15.01	Accommodation of traffic and maintaining temporary deviations	km	1.00		-
<b>1500</b>	<b>TOTAL SECTION 1500 - CARRIED TO SUMMARY</b>				-
	<b>SECTION 1600</b>				
<b>1600</b>	<b>OVERHAUL - To be implemented by appointed local sub-contractor</b>				
16.01	Overhaul on material hauled in excess of a free-haul distance of 0,5 km for haul up to or through 5,0 km (restricted overhaul)	m³	1 000.00		-
16.02	Overhaul on material hauled in excess of 5,0 km (ordinary overhaul of mass earthworks)	m³-km	2 040.00		-
L16.06	Percentage allowance to Main Contractor for Handling and Management Cost in respect of items 16.01 and 16.02 above to be implemented by appointed local Subcontractor	%		8.0%	-
<b>1600</b>	<b>TOTAL SECTION 1600 - CARRIED TO SUMMARY</b>				-
	<b>SECTION 1700</b>				
<b>1700</b>	<b>CLEARING AND GRUBBING - To be implemented by appointed local sub-contractor</b>				
17.03	Re-clearing of surfaces (on the written instructions of the Engineer only)	Ha	0.25		-
17.05	Cleaning out of hydraulic structures				
	(c) Box culverts up to and including 1.5m vertical dimension	m³	25.00		-
L17.06	Percentage allowance to Main Contractor for Handling and Management Cost in respect of items 17.03 and 17.05 above to be implemented by appointed local Subcontractor	%		8.0%	-
<b>1700</b>	<b>TOTAL SECTION 1700 - CARRIED TO SUMMARY</b>				-
	<b>SECTION 1800</b>				
<b>B1800</b>	<b>DAYWORKS</b>				
B18.01	Dayworks				
	(a) Normal hours of duty				
	(i) Foreman	hr	10.00		-
	(ii) Chargehand	hr	10.00		-
	(iii) Labourer	hr	10.00		-
	(b) Sundays, gazetted holidays and overtime				
	(i) Foreman	hr	10.00		-
	(ii) Chargehand	hr	10.00		-
	(iii) Labourer	hr	10.00		-
B18.02	Hire of construction equipment				
	(i) Compressor, capacity smaller than 10m³/hr	hr	10.00		-
	(ii) Compressor, capacity larger than 10m³/hr	hr	10.00		-

	(iii) Light utility vehicle up to 1 ton capacity	hr	10.00		-
	(iv) Tipper truck up to 7m³ capacity	hr	10.00		-
	(v) Motor grader (110kW)	hr	10.00		-
	(vi) TLB	hr	10.00		-
1800	TOTAL SECTION 1800 - CARRIED TO SUMMARY				-
	<b>SECTION 2300</b>				
23	<b>CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS</b> - To be implemented by appointed local sub-contractor				
23.02	Concrete kerbing-channelling combination				
	(c) Precast kerb to SABS 927 and cast in-situ channel 200mm wide (concrete class 20/19)				
	(iii) Figure 3 kerb	m	560.00		-
	(viii) Figure 8C kerb	m	80.00		-
23.03	1000x470mm Precast Concrete Chutes including installation, jointing, overlap and finishing	m	30.00		-
23.05	Inlet, Outlet and Transition Structures				
	(i) Concrete Chute Inlet Structure	No	6.00		-
	(ii) Concrete Chute transition structure at V-drain connection point	No	6.00		-
23.07	Trimming of excavations for concrete-lined open drains:				
	(i) V-shaped side drain on both sides of road				
	(a) In soft material	m²	760.00		-
23.08	Concrete lining for open drains				
	(a) Cast in-situ concrete lining class 20/19				
	(i) V-shaped side drain on both sides of road	m²	76.00		-
	(b) Class U2 surface finish to cast in-situ concrete				
	(i) V-shaped side drain on both sides of road	m²	760.00		-
23.09	Formwork to cast in-situ concrete lining for open drains (Class F2 surface finish)				
	(a) To sides with formwork on the internal face only	m²	91.00		-
	(c) To ends of slabs	m²	4.00		-
23.1	Sealed joints in concrete linings of open drains				
	(a) Silicone Sealant	m	270.00		-
23.12	Steel reinforcement				
	(c) Welded steel fabric (ref. 311)	kg	2 800.00		-
23.13	Polyethylene sheeting (0,15mm thick) for concrete-lined open drains	m²	760.00		-
23.14	Cutting bituminous surfacing and pavement layers for concrete kerbing, channelling or concrete-lined drains:				
	(a) In Existing road	m	180.00		-
23.15	Precast concrete blocks in outlet structures	No.	46.00		-
L23.16	Percentage allowance to Main Contractor for Handling and Management Cost in respect of item 23.01 to 23.15 above to be implemented by appointed local Subcontractor	%		8.0%	-
2300	TOTAL SECTION 2300 - CARRIED TO SUMMARY				-
	<b>SECTION 3300</b>				
33	<b>MASS EARTHWORKS</b>				
33.01	Cut and borrow to fill, including free-haul up to 5.0 km				
	(a) Gravel material in compacted layer thickness of 200mm and less:				
	(ii) Compacted to 93% of modified AASHTO density	m³	9 000.00		-
33.04	Cut to spoil, including free-haul up to 5.0 km.				
	Material obtained from:				
	(a) Soft excavation -	m³	50.00		-
	(b) Intermediate excavation	m³	25.00		-
	(c) Hard excavation	m³	-		-
33.09	Material bladed to windrow:	m³	480.00		-
33.1	Roadbed preparation and compaction of material:				
	(b) Compacted to 93% of modified AASHTO density	m³	285.00		-
33.11	Three-roller-passes compaction:				

	(a) Vibratory roller	m²	812.00		-
33.12	In-situ treatment of roadbed:				
	(a) In-situ treatment by ripping	m³	100.00		-
33.13	Finishing-off cut and fill slopes medians and interchange areas:				
	(b) Fill slopes	m²	5 088.00		-
	(c) Medians and interchange areas	m²	380.00		-
33.14	Extra-over item 33.01 for excavating material from the pavements and fills of existing roads:				
	(a) Non-cemented material	m³	118.00		-
33.16	Widening of fills as specified in sub-clause 3307(i) extra over:				
	(a) Item 33.01(a)	m³	2 350.00		-
3300	TOTAL SECTION 3300 - CARRIED TO SUMMARY				-
	<b>SECTION 3400</b>				
34	PAVEMENT LAYERS OF GRAVEL MATERIAL - To be implemented by appointed local sub-contractor:				
34.01	Pavement layers constructed from gravel obtained from commercial sources:				
	(a) Gravel selected layer compacted to:				
	(i) 95% of modified AASHTO density (150mm G7)	m³	315.00		-
	(d) Gravel subbase (chemically stabilized material) compacted to:				
	(i) 97% of modified AASHTO density (200mm C4)	m³	470.00		-
34.04	In-situ reconstruction of existing pavement layers as:				
	(b) Gravel selected layer compacted to 95% of modified AASHTO density, using:				
	(i) Non-cemented material (150mm G7)	m³	140.00		-
34.07	Extra-over item 34.04 for temporarily blading the material to windrow	m³	140.00		-
L34.08	Percentage allowance to Main Contractor for Handling and Management Cost in respect of item 34.01 to 34.07 above to be implemented by appointed local Subcontractor	%		8.0%	-
3400	TOTAL SECTION 3400 - CARRIED TO SUMMARY				-
	<b>SECTION 3500</b>				
3500	STABILIZATION - To be implemented by appointed local sub-contractor:				
35.01	Chemical stabilization; extra over un-stabilized compacted layers:				
	(b) Sub-base				
	(iii) 200mm thickness C4	m³	470.00		-
35.02	Chemical stabilizing agent:				
	(a) CEM V S-V 32.5N cement	t	30.00		-
35.04	Provision and application of water for curing	kl	15.00		-
L35.05	Percentage allowance to Main Contractor for Handling and Management Cost in respect of item 35.01 to 35.04 above to be implemented by appointed local Subcontractor	%		8.0%	-
3500	TOTAL SECTION 3500 - CARRIED TO SUMMARY				-
	<b>SECTION 3600</b>				
3600	CRUSHED STONE BASE - To be implemented by appointed local sub-contractor:				
36.01	Crushed-stone base:				
	(a) Construct from type G1 material obtained from commercial sources and compacted to 88% of Apparent Relative Density (150mm thickness)				
	(i) 37mm nominal maximum size stone	m³	225.00		-
	(c) Construct from type G2 material obtained from commercial sources and compacted to 85% of Bulk Relative Density (150mm thickness)				
	(i) 37mm nominal maximum size stone	m³	225.00		-
	(e) Construct from type G3 material obtained from commercial sources and compacted to 98% of modified AASHTO density (150mm thickness)				
36.02	Additional compaction:				
	(b) Extra over sub-items 36.01(c) for compaction to 88% of Bulk Relative Density.	m³	450.00		-
36.12	Water for compacting the excavation floor	kl	14.20		-
L36.13	Percentage allowance to Main Contractor for Handling and Management Cost in respect of items 36.01, 36.02 and 36.12 above to be implemented by appointed local Subcontractor	%		8.0%	-

3600	TOTAL SECTION 3600 - CARRIED TO SUMMARY				-
	<b>SECTION 3800</b>				
3800	<b>BREAKING UP OF EXISTING PAVEMENT LAYERS</b> - To be implemented by appointed local sub-contractor:				
38.01	Excavating and removing existing bituminous material				
	(b) Material to be disposed of with the average depth of excavation:				
	(i) Not exceeding 30mm	m²	100.00		-
B38.04	Excavating and spoiling material from an existing pavement and/or the underlying fill				
	(a) Non-cemented material	m³	50.00		-
38.08	Sawing or cutting asphalt or cemented pavement layers:				
	(b) Cutting asphalt	m	40.00		-
L38.09	Percentage allowance to Main Contractor for Handling and Management Cost in respect of items 38.01, B38.04 and 38.08 above to be implemented by appointed local Subcontractor	%		8.0%	-
3800	TOTAL SECTION 3800 - CARRIED TO SUMMARY				-
	<b>SECTION 4100</b>				
4100	<b>PRIME COAT</b> - To be implemented by appointed local sub-contractor:				
41.01	Prime coat:				
	(a) MSP/1 prime	litre	2 700.00		-
41.02	Aggregate for blinding	m²	60.00		-
L41.03	Percentage allowance to Main Contractor for Handling and Management Cost in respect of items 41.01 and 41.02 above to be implemented by appointed local Subcontractor	%		8.0%	-
4100	TOTAL SECTION 4100 - CARRIED TO SUMMARY				-
	<b>SECTION 4200</b>				
4200	<b>ASPHALT BASE AND SURFACING</b> - To be implemented by appointed local sub-contractor:				
42.02	Asphalt surfacing:				
	(a) Continuously graded medium asphalt				
	(i) 25mm thick	m²	Rate Only		
	(ii) 30mm thick	m²	3 570.00		-
	(iv) 40mm thick	m²	Rate Only		
42.04	Tack coat of 30% stable-grade emulsion	litre	1 260.00		-
42.05	Binder variations:				
	(a) Penetration grade bitumen	t	1.50		-
L42.06	Percentage allowance to Main Contractor for Handling and Management Cost in respect of items 42.01, 42.04 and 42.05 above to be implemented by appointed local Subcontractor	%		8.0%	-
4200	TOTAL SECTION 4200 - CARRIED TO SUMMARY				-
	<b>SECTION 4700</b>				
4700	<b>SURFACING OF BRIDGE DECKS</b> - To be implemented by appointed local sub-contractor:				
47.01	Asphalt surfacing:				
	(a) Continuously graded medium asphalt				
	(i) 25mm thick	t	Rate Only		
	(ii) 30mm thick	t	Rate Only		
	(iv) 40mm thick	t	100.00		-
47.02	Rolled in Chippings	t	Rate Only		
L47.03	Percentage allowance to Main Contractor for Handling and Management Cost in respect of item 47.01 above to be implemented by appointed local Subcontractor	%		8.0%	-
4700	TOTAL SECTION 4700 - CARRIED TO SUMMARY				-
	<b>SECTION 5100</b>				
	<b>PITCHING, STONEWORK AND PROTECTION AGAINST EROSION</b> - To be implemented by appointed local sub-contractor:				
	Stone pitching:				
	(b) Grouted stone pitching				
	(i) At concrete lined V-drain outlet	m²	20.00		-
	Concrete pitching and block paving				
	(b) Segmental block paving (80mm interlocking)	m²	870.00		-
	Percentage allowance to Main Contractor for Handling and Management Cost in respect of items 51.01 and 51.04 above to be implemented by appointed local Subcontractor	%		8.0%	-

5100	TOTAL SECTION 5100 - CARRIED TO SUMMARY				-
	<b>SECTION 5200</b>				
5200	<b>GABIONS</b> - To be implemented by appointed local sub-contractor:				
52.01	Foundation trench excavation and backfilling				
	(b) In all other classes of material	m³	70.00		-
52.02	Surface preparation for bedding the gabions	m²	200.00		-
52.03	Gabions				
	(a) Galvanised gabion boxes:				
	(i) 1,0 m x 1,0 m x 1,0 m with mesh type 80, of 2,7 mm class A galvanised wire	m²	35.00		-
	(c) Galvanized gabion mattresses, 0,3m deep with 80 mm x 100 mm mesh, of 2,7 mm dia wire	m²	60.00		-
52.04	Filter fabric				
	(a) Continuous filament nonwoven needle punched geotextile	m²	280.00		-
L52.05	Percentage allowance to Main Contractor for Handling and Management Cost in respect of items 52.01 to 52.04 above to be implemented by appointed local Subcontractor	%		8.0%	-
5200	TOTAL SECTION 5200 - CARRIED TO SUMMARY				-
	<b>SECTION 5400</b>				
5400	<b>GUARDRAILS</b> - To be implemented by appointed local sub-contractor:				
54.01	Guardrails on timber posts:				
	(a) Galvanised	m	400.00		-
54.04	End treatments:				
	(a) End wings	No.	4.00		-
	(d) End treatments in accordance with the drawings where single guardrail sections are used	No.	4.00		-
54.05	Additional guardrail posts:				
	(a) Timber	No.	20.00		-
54.06	Reflective plates	No.	110.00		-
L54.07	Percentage allowance to Main Contractor for Handling and Management Cost in respect of items 54.01 to 54.06 above to be implemented by appointed local Subcontractor	%		8.0%	-
5400	TOTAL SECTION 5400 - CARRIED TO SUMMARY				-
	<b>SECTION 5600</b>				
5600	<b>ROAD SIGNS</b> - To be implemented by appointed local sub-contractor:				
56.01	Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or in Class 1 retro-reflective material, where the sign board is constructed from:				
	(c) Pre-painted galvanized steel plate:				
	(i) Area not exceeding 2m²	m²	20.00		-
56.02	Extra-over item 56.01 for using:				
	(a) Background of retro-reflective material:				
	(i) Class III	m²	20.00		-
56.03	Road sign supports				
	(a) Steel tubing (galvanized in accordance with SABS 763)				
	(iii) 76mm dia. D-shape, 2mm wall thickness	t	2.00		-
	(b) Timber (SABS 754, and treated in accordance with SABS 05 with creosote complying with SABS 538 or 539)				
	(iii) 150mm dia.	m	10.00		-
56.05	Excavation and backfilling for road sign supports	m³	20.00		-
56.07	Extra-over item 56.05 for rock excavation	m³	5.00		-
L56.08	Percentage allowance to Main Contractor for Handling and Management Cost in respect of items 56.01 to 56.07 above to be implemented by appointed local Subcontractor	%		8.0%	-
5600	TOTAL SECTION 5600 - CARRIED TO SUMMARY				-
	<b>SECTION 5700</b>				
5700	<b>ROAD MARKINGS</b> - To be implemented by appointed local sub-contractor:				
57.02	Retro-reflective road marking paint:				
	(a) White lines (broken or unbroken)				
	(i) 100mm wide	km	0.46		-

	(ii) 150mm wide	km	0.12		-
	(b) Yellow lines (broken or unbroken)				
	(i) 100mm wide	km	0.90		-
	(d) White lettering and symbols	m²	90.00		-
	(f) Transverse lines, painted island and arrestor bed markings (any colour)	m²	60.00		-
57.04	Variations in rate of application:				
	(a) White paint	litre	20.00		-
	(b) Yellow paint	litre	20.00		-
57.05	Road studs				
	(a) Bi-directional				
	(i) Surface mounted, prismatic reflector road stud	No.	52.00		-
B57.06	Setting out and pre-marking the lines (Excluding traffic-island markings, lettering and symbols)	km	1.48		-
B57.07	Re-establishing the painting unit at the end of the maintenance period (and repainting the lines and markings)	Lump Sum	1.00		-
L57.08	Percentage allowance to Main Contractor for Handling and Management Cost in respect of items 57.01 to B57.07 above to be implemented by appointed local Subcontractor	%		8.0%	-
5700	TOTAL SECTION 5700 - CARRIED TO SUMMARY				-
	<b>SECTION 5800</b>				
5800	<b>LANDSCAPING AND PLANTING PLANTS</b> - To be implemented by appointed local sub-contractor:				
B58.01	Landscaping and rehabilitation of area including removal of construction platforms, embankment hydroseeding and vegetation re-establishment	Sum	1.00		-
L58.02	Percentage allowance to Main Contractor for Handling and Management Cost in respect of item 58.01 above to be implemented by appointed local Subcontractor	%		8.0%	-
5800	TOTAL SECTION 5800 - CARRIED TO SUMMARY				-
	<b>SECTION 5900</b>				
5900	<b>FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS</b> - To be implemented by appointed local sub-contractor:				
59.01	Finishing the road and road reserve:				
	(a) Single carriageway roads	km	0.30		-
59.02	Treatment of old roads and temporary deviations	km	0.60		-
L59.03	Percentage allowance to Main Contractor for Handling and Management Cost in respect of items 59.01 and 59.02 above to be implemented by appointed local Subcontractor	%		8.0%	-
5900	TOTAL SECTION 5900 - CARRIED TO SUMMARY				-
	<b>SECTION 6200</b>				
6200	<b>FALSEWORK, FORMWORK AND CONCRETE FINISH</b>				
62.02	Vertical formwork to provide:				
	(a) Class F1 surface finish to:				
	(i) Approach slabs	m²	16.00		-
	(b) Class F2 surface finish to:				
	(i) Concrete Sidewalk	m²	28.00		-
62.06	Formwork to form open joints:				
	(a) Expansion Joint Recesses	m²	3.00		-
B62.10	Payment to nominated subcontractor for Supply and hire of bridge deck overhang falsework	Prvov Sum	1.00	75 000.00	75 000.00
B62.11	b) Percentage for charges and profit on the provisional sum for the payment for the supply and hiring of falsework (Item B62.10 above)	%		8.0%	6 000.00
6200	TOTAL SECTION 6200 - CARRIED TO SUMMARY				81 000.00
	<b>SECTION 6300</b>				
6300	<b>STEEL REINFORCEMENT FOR STRUCTURES</b>				
63.01	Supply and Fix of Steel reinforcement for:				
	(a) End-blocks				
	(i) Mild steel bars	t	0.50		-
	(ii) High yield stress steel bars	t	0.50		-
	(b) Approach slabs				
	(ii) High yield stress steel bars	t	1.50		-
	(c) Deck:				
	(i) High yield stress steel bars	t	2.50		-
6300	TOTALSECTION 6300 - CARRIED TO SUMMARY				-
	<b>SECTION 6400</b>				
6400	<b>CONCRETE FOR STRUCTURES</b>				

64.01	Cast in-situ concrete:				
	(a) Class 30/20 concrete in:				
	(i) Approach slab	m³	26.00	-	
	(ii) Sidewalk	m³	45.00	-	
	(iii) Deck (Placement and finishing only)	m²	Rate Only		
B64.15	Demolishing and disposal of existing concrete:				
	(b) Reinforced concrete in:				
	(i) Existing river crossing structure	m³	100.00	-	
B64.16	a) Remedial works to existing concrete structure on instruction from the Engineer	Prov Sum	1.00	50 000.00	50 000.00
	(b) Percentage for charges and profit on the provisional sum for the remedial work requirement (Item B64.16 (a) above)	%		8%	4 000.00
6400	TOTAL SECTION 6400 - CARRIED TO SUMMARY				54 000.00
6600	SECTION 6600 NO-FINES CONCRETE, JOINTS, BEARINGS, BOLT GROUPS FOR ELECTRIFICATION, AND PARAPETS AND DRAINAGE FOR STRUCTURES				
66.05	Expansion joints				
	(a) 500 x 100 asphaltic plug-type joint	m	26.00	-	
66.06	Filled joints				
	(a) Joints measured per square metre:				
	(i) 10 mm thick bitumen impregnated fibreboard	m²	15.00	-	
	(ii) 20 mm expanded polystyrene	m²	10.00	-	
66.08	Sealing joints with				
	(a) 10mm silicone sealant	m	10.00	-	
B66.15	(a) Precast Concrete Parapets installation. Rate to include grouting, jointing and sealing. Excluding manufacturing and delivery of parapets.	m	104.00	-	
	(b) Transportation of precast parapet units from precast manufacturing site to project site	km	150.00	-	
66.17	End blocks (completely as detailed)	No	4.00	-	
66.19	Drainage pipes and weep holes				
	(a) Drainage Pipes				
	(i) 100mm dia uPVC in decks. Rate to include supply and installation of drainage pipes including core drilling through deck slab	m	6.00	-	
	(b) Weep holes				
	(i) 50mm dia PVC pipes	m	20.00	-	
66.2	Drainage gulleys formed in asphalt surfacing	No	24.00	-	
66.21	Synthetic-fibre filter fabric, Bidim Grade A4 or approved equivalent	m²	60.00	-	
66.23	Crushed stone in drainage strips	m³	6.00	-	
B66.27	Joint protection plates	no	4.00	-	
B66.28	150mm Diameter PVC Sleeves at bridge sidewalk	m	360.00	-	
6600	TOTAL SECTION 6600 - CARRIED TO SUMMARY				-
8100	SECTION 8100 TESTING MATERIALS AND WORKMANSHIP				
81.02	a) Other special tests requested by the engineer	Prov Sum	1.00	25 000.00	25 000.00
	b) Percentage for charges and profit on the provisional sum for Other Special Tests Requested (Item 81.02 (a) above)	%		8.0%	2 000.00
8100	TOTAL SECTION 8100 - CARRIED TO SUMMARY				27 000.00

# **NKANGALA DISTRICT MUNICIPALITY**



## **HEALTH AND SAFETY SPECIFICATION**

**Municipal Manager  
NKANGALA DISTRICT MUNICIPALITY  
MIDDELBURG**



# **NKANGALA DISTRICT MUNICIPALITY HEALTH AND SAFETY SPECIFICATION**

## **I N D E X**

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## **SECTION I**

### **HEALTH AND SAFETY SPECIFICATION THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993 CONSTRUCTION REGULATIONS 2003**

## **SECTION I**

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**NGANGALA DISTRICT MUNICIPALITY**  
**HEALTH AND SAFETY SPECIFICATION**  
**THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993**  
**CONSTRUCTION REGULATIONS 2003**

**SECTION 1**

**1. INTRODUCTION**

This document was construed in order to comply with the provisions of the **OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993**.

Definitions of words are those described in the Act and the Construction Regulations of 2003.

This document formulates the specification of the Nkangala District Municipality in terms of the above act and forms part of the constitution of the organisation.

This document forms part of the employment contract of all employees and is as such accepted in writing by each employee. It also forms part of the agreement between the Nkangala District Municipality and all service providers.

No clause in this document shall be amended in any contract document construed by agents, designers or anyone else except so ordered or sanctioned by the Nkangala District Municipality in writing.

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**NGANGALA DISTRICT MUNICIPALITY**  
**HEALTH AND SAFETY SPECIFICATION**  
**THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993**  
**CONSTRUCTION REGULATIONS 2003**

**SECTION 2 : DESIGNERS**

1. All wording shall have the meaning as defined by the H&S Regulations 2003.
2. This specification is in terms of the H&S act 1993 and the regulations of 2003.
3. All work performed and procedures followed by designers shall be done according to the H&S regulations of 2003.
4. The client is aware of the fact that the appointment of a designer does not implicate that the designer becomes the agent of the client for the particular project. The appointment of an agent is done separately in writing and should be accepted by the designer as such.
5. The client is ultimately responsible for all safety issues regarding the project for which a designer is appointed and cannot contract out of his obligations in terms of the law.
6. The client shall not employ a designer should he have reasonable doubts that the designer is not able to execute work in a safe manner.
7. All designers shall have adequate insurance cover to indemnify the client for their acts and omissions in terms of
  - professional conduct
  - the H&S act in particular to indemnify the client against penalties imposed for acts or omissions.

The client is aware of the fact that additional insurance over and above PI insurance is necessary to have himself indemnified by the designers for acts and omissions in terms of the H&S regulations.

The professional indemnity insurance has a “negligent acts and omissions” wording only and therefore additional insurance is necessary to cover the client against penalties imposed in terms of the regulations.

8. Designers shall not accept work from the client if they are not capable of executing such work professionally and if such work cannot be executed in a safe manner, according to the provisions of the H&S regulations.

9. Designers shall execute all designs in terms of the relevant SABS and other acceptable codes and procedures and shall place great emphasis on safety issues including the maintenance procedures after inaugurations of such systems or projects.
10. Ergonomic parameters shall have high priority in all designs.

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**NGANGALA DISTRICT MUNICIPALITY**  
**HEALTH AND SAFETY SPECIFICATION**  
**THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993**  
**CONSTRUCTION REGULATIONS 2003**

**SECTION 3 : PRINCIPAL CONTRACTORS (P C)**

1. The definitions of the regulations 2003 are applicable to this section. All work by the P C shall be done in compliance with the provisions of the H&S regulations.
2. The Employer recognises the right of each employee to work safely in a healthy environment under decent human conditions. Each employee has the right to return home safely and healthy to his home and family after each day's work.
3. Work shall not be done at the expense of human safety or health.
4. Work shall be executed under humane conditions, especially with reference to hours and H&S issues in mind.
5. The P C shall appoint a fulltime H&S Manager should he have more than 50 employees on site.
6. The PC shall conduct monthly safety meetings on site. All foremen, gang leaders and other employees shall participate and all incidents with relation to unsafe practices shall be discussed. Minutes of such meetings shall be kept in the H&S file.
7. Foremen and gang leaders shall, under the supervision of the H&S manager, conduct meetings with all staff and people under their direct supervision on a frequent basis. Minutes of such meetings shall be kept in the H&S file.
8. New personnel (temporary or full time employees) shall attend safety induction courses under the supervision of the H&S manager.
9. The P C shall install and maintain a box in which proposals for improvement of H&S procedures could be placed. All such proposals shall be considered, recorded and placed in the H&S file.
10. An adequate first aid facility shall be placed maintained on site and shall be adequately indicated by means of signs. All personnel shall be made aware of its existence and only trained first aid assistants shall be authorized to treat injuries.
11. The P C shall see that work is only executed by people trained for the particular task.

12. All safety equipment shall be SABS approved and under no circumstance shall any safety equipment be non-certified homemade equipment. Specifications and order details shall be kept in the H&S file.
13. Workers and personnel shall be attending safety courses on a regular basis and all information regarding such training shall be kept in the H&S file.
14. All employees shall be trained in safe working procedures and shall be trained on safety consciousness in particular. Employees in position of leadership shall be trained through accredited training processes in H&S matters.
15. The contractor shall prepare and maintain a safety plan for the particular project and shall train his personnel to work according to such plan.
16. Personnel and workers will be made aware of any natural hazards existing on site. They will also be made aware of items defined by the designer in his risk assessment.
17. No horseplay between employees will be tolerated on site. Neither will aggressive or threatening behaviour by anybody be allowed.
18. Workers shall wear appropriate protective clothing for the applicable task which shall include special safety equipment like protective eyewear, gloves, boots, ear protection, etc. Workers shall be issued with these items and copy of such issuing shall be kept in the H&S file.
19. Workers shall not be allowed to wear loose clothes and footwear.
20. Workers shall have the opportunity and right to prescribed rest, eating and toilet breaks.
21. Workers on nightshift shall be protected against inclement weather and shall have access to adequate food and drinks.
22. In cases where work is executed in remote or in security restricted areas, the P C will make provision for food to be supplied to his employees.
23. Potable water shall be made available free of charge to all workers on site.
24. Adequate toilet and washing facilities shall be made available to workers.
25. In the event of chemicals being present or used on site, the P C will allow for adequate shower facilities on site. All chemicals shall be stored according to specification and shall be clearly identified and marked in prescribed containers.
26. Workers under instruction to execute inherently unsafe procedures shall report such incidences to the H&S manager, designer of client immediately.
27. Unauthorised or unlawful instructions from foremen, gang leaders or colleagues shall be reported by the H&S manager immediately.



28. The P C shall stop his contractors if they work unsafely.
29. All specialist work shall be executed by registered artisans only.
30. Workers shall not be required to lift equipment or material heavier than 25kg or carry a load of more than 50 kg for more than 10 metres.
31. Workers shall not be exposed to conditions of heat where the temperature is above 40° Celsius and the humidity more than 75%. Likewise will personnel not be exposed to temperatures lower than -5° Celsius. Should the designer and the P C decide that the work is urgent, workers will be issued with proper protective clothing.
32. All workers shall have access to a shaded eating and resting place on site.
33. Workers executing tasks in rivers, trenches and other natural or artificial water ways shall be made aware of the hazard of flash floods and special precautions shall be made by the P C to implement an effective flood warning system.
34. Workers executing tasks in manholes for sewer or stormwater systems, shall be made aware of the existence of hazardous gasses in closed areas and shall be issued with gas masks in any event, even after tests conducted by the H&S manager has proven that no gasses are existent. Only specialists shall work in gas filled chambers.
35. Personnel executing work during rainy weather or under other wet conditions shall be equipped with proper gumboots and proper rain suits.
36. No personnel will be allowed to work in water unless gumboots are worn. Should the water be deeper than 300mm watertight suits shall be worn.
37. All ladders shall be fixed against scaffolding or other permanent structures.
38. Welding on site shall only be done by trained personnel behind adequate eye protecting shields and all welders shall wear proper protective gear.
39. Personnel operating grinders, saws or any other hand tools of similar description, shall be equipped with the necessary eyewear and ear protection.
40. All personnel working under potentially dusty conditions shall wear nose and mouth filters.
41. Workers operating rock drilling equipment shall wear ear, nose and eye protection.
42. All scaffolding will comply with the H&S regulations.
43. Blasting will be done by specialists under the regulations of the Explosives Act.

44. Workers shall wear protective clothing when exposed to chemicals like cement, lime, detergents, tar, fumes, etc. Should work be executed in the presence of such material, adequate protective clothing and equipment shall be issued after permission is granted by the H&S manager.
45. Workers will not be allowed to make open fires on any part of the site unless it is made in designated areas approved by the H&S manager.
46. Fuel storage will only be allowed on certified areas on site.
47. Workers and other personnel will be trained for fire procedures and will practise such fire drill on a regular basis.
48. Assembly areas for emergency evacuations will be indicated by adequate signage.
49. The P C will have an attendance register for the purposes of identifying people before, during and after potential hazardous situations.
50. All transport supplied by the P C shall be on road worthy vehicles only and all transport shall be conducted in terms of the transport act.
51. Drivers of vehicles shall be responsible for the roadworthiness of vehicles and will report any dysfunctional vehicles to the P C.
52. All drivers will be responsible to handle vehicles in such a way to comply with the transport act.
53. Passengers of vehicles shall report any unsafe conduct to the P C immediately. Such report shall be forwarded to the H&S manager and shall be investigated. Copy of such procedure shall be entered into the H&S file.
54. Only trained personnel shall be permitted and required to operate construction machinery. All such machinery shall be maintained in a safe working condition.
55. All vehicles operating on site shall have audible warning signals if driven backwards.
56. No vehicle shall be kept on site if it is leaking oil or other substances.
57. No vehicle or equipment shall be operated on site if it produces noise above 90 decibel measured within a distance of 10,0 m from the unit.
58. Equipment producing serious dusty conditions shall only be operated under the supervision of the P C and the H&S manager with the necessary protection to workers.
59. All excavations on site shall be adequately protected and not only indicated.

60. Exploratory excavation to reveal services shall be done in a specific way.

All areas to be explored shall first be inspected by the landowner or local authority.

Position of services identified shall then be verified by opening by hand, not by machine.

Particular care shall be taken not to damage these services.

Electrical services are inherently dangerous and shall be opened by skilled people only.

These excavations shall not be left open without supervision. If necessary the excavation shall be backfilled temporarily with approved material until the specified modifications to the services can be made.

61. Access to excavations shall only be by means of ladders or stairs with handrails.
62. All refuse, unsafe material, potential hazardous material and rubbish shall be placed in designated areas to be removed on a regular basis.
63. Rainwater shall be contained in trenches or pipes in such a way that it will not cause contamination of material in this refuse areas.
64. All electrical sources or cables or overhead power lines should be regarded as live at all times and all workers on site shall be made aware of its existence during H&S meetings and as many times as necessary.
65. Adequate signage shall be used on site to indicate
- Non smoking areas on site
  - Safety exits / Emergency exits from buildings under construction
  - Stairs (temporary and permanent works)
  - Toilets
  - Fire fighting equipment
  - Workmen busy with equipment overhead
  - Fire assembly points
  - Fire escapes
  - Areas where members of the public are not allowed.
  - First aid room
66. All visitors to the site shall be granted permission to the site only upon application through a predetermined procedure and records of these visitors shall be kept in the H&S file. Visitors shall attend safety induction training before entering the site.
- Areas out of bounds to all visitors shall be indicated clearly by means of adequate signs.
67. Work performed in public servitudes like the construction of streets or roads shall be done according to the specifications of the local or national authority and adequate signage shall be implemented.

68. People complaining about their health or people displaying symptoms of illness or disease, shall be allowed to go to the first aid facility or to visit a doctor or a clinic. Permission shall not be withheld unreasonably. In remote areas the P C is required to have reasonable ways of transporting people to a doctor or clinic whether the person is ill or injured on site.
69. Personnel must be informed about the location of the nearest doctor or clinic for casualty purposes and the P C shall provide such transport for injured workers and injured members of the public (within the limits of the site) free of charge.

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## **SECTION II**

### **HEALTH & SAFETY ACT 1993 GUIDELINES FOR CONTRACT ADMINISTRATION IN TERMS OF THE CONSTRUCTION REGULATIONS 2003**

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**NGANGALA DISTRICT MUNICIPALITY**  
**GUIDELINES FOR CONTRACT ADMINISTRATION**  
**IN TERMS OF THE CONSTRUCTION REGULATIONS 2003**  
**HEALTH & SAFETY ACT 1993**

**SECTION 1 AND 2**

**1. PURPOSE OF THIS DOCUMENT**

This document describes the procedures to be followed in the execution of Engineering Projects for Nkangala District Municipality.

The role of all parties to the development project is described.

The document is in terms of the Construction Regulation 2003 of the Health and Safety Act 1993.

**2. BACKGROUND**

The Minister of Labour has on 18 July 2003 under section 43 of the Occupational Health and Safety Act 1993 (Act No. 85 of 1993) published new regulations in the Government Gazette 7721, Vol. 456. They have immediate effect and are applicable to the Construction Environment.

These regulations inter alia identify the different role players and their responsibilities, particularly the role of the client, the contractor and that of the designer.

The Construction Regulations endeavour to ensure that:

- i) Hazards or potential hazards to a healthy working environment are identified.
- ii) These hazards or potential hazards are removed or minimised.
- iii) Employers and Workers are made aware of the value of safe working procedures and train themselves to work safely in potential hazardous environments or under potentially unsafe conditions.

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**NGANGALA DISTRICT MUNICIPALITY**

**GUIDELINES FOR CONTRACT ADMINISTRATION**  
**IN TERMS OF THE CONSTRUCTION REGULATIONS 2003**  
**HEALTH & SAFETY ACT 1993**

**SECTION 3**

**3. THE CLIENT**

In terms of the law the client is ultimately responsible for all acts and omissions as far as health and safety is concerned on site. It should be noted that the client will be held legally responsible for every trespass of the regulations, not the designer or the contractor. The law makes provision for fines to be levied and unless the client has been indemnified by the designer or the contractor, such fines will have to be paid by the client.

Clients cannot contract out of their statutory obligations except where the law allows for it. Therefore any liability imposed upon them for statutory non-compliance, cannot be passed on to designers (consultants) or contractors.

In particular the client's responsibilities are defined as follows:

- |  |                |
|--|----------------|
| .1 To prepare a health and safety (H&S) specification for the work. This should cover the spectrum of activities handled by the client as part of his normal duties. | Clause 4(1)(a) |
| .2 To provide a risk assessment to the principal contractor.   | Clause 4(1)(b) |
| .3 To appoint the principal contractor in writing.   | Clause 4(1)(c) |
| .4 To ensure that the H&S plan is implemented.   | Clause 4(1)(d) |
| .5 To stop any contractor executing work in an unsafe manner.  | Clause 4(1)(e) |
| .6 To provide additional H&S information to the contractor should changes be made to the work.   | Clause 4(1)(f) |
| .7 To ensure that the principal contractor is registered and in good standing with the workmen's compensation fund.  | Clause 4(1)(h) |
| .8 To make sure tenderers have made provision in their offers for H&S measures.  | Clause 4(1)(h) |
| .9 To discuss and approve the H&S plan with the principal contractor.  | Clause 4(2)    |



- |     |   |             |
|-----|---|-------------|
| .10 | To keep a copy of the H&S plan of the principal contractor.   | Clause 4(3) |
| .11 | To <u>not</u> employ a contractor unless the client is reasonably satisfied that the principal contractor who is earmarked for an appointment has the necessary skills, competencies and resources to carry out the work safely.  | Clause 4(4) |
| .12 | The client can appoint an agent to handle his duties. The client can obviously also delegate some of his duties but this does not make the person responsible for such particular responsibilities as agent.<br><br>The client should make sure whether such responsibilities are not already part of the designer in terms of the regulations clause 9(2). | Clause 4(5) |
| .13 | The client shall only appoint someone as his agent if he is reasonably satisfied that such person can handle such responsibilities.   | Clause 4(6) |

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4.4	It can be derived from the regulations that the client can appoint a designer to perform certain tasks of the client on his behalf. This still does not mean that these designers become his agent in terms of clause 4(5).	Clause 4(5)
4.5	The regulations are fairly quiet regarding the functions and responsibilities of the designer except when designing of a structure. It is again assumed that the client will identify certain functions to be done by the designer on his behalf.	
4.5.1	"Structure" in terms of the regulations means:	Definitions
(a)	<ul style="list-style-type: none"> <li>• any building</li> <li>• steel or reinforced concrete structure</li> <li>• railway line</li> <li>• railway siding</li> <li>• bridge</li> <li>• waterworks</li> <li>• reservoir</li> <li>• pipe or pipeline</li> <li>• cable</li> <li>• sewer</li> <li>• sewage works</li> <li>• fixed vessels</li> <li>• road</li> <li>• drainage works</li> <li>• earthworks</li> <li>• dam</li> <li>• wall</li> <li>• mast</li> <li>• tower</li> <li>• tower crane</li> <li>• batching plants</li> <li>• pylon</li> <li>• surface and underground tanks</li> <li>• earth retaining structure</li> </ul> <p>or any structure designed to preserve or alter any natural feature and any other similar structure.</p>	
(b)	Any formwork, false work, scaffold or other structure designed or used to provide support or access during construction (structural engineering sector).	
(c)	Fixed plant to prevent people from falling 2 meters or more.	

4.5.2	The designer is in fact regarded as a person delivering designs only and unless his role is defined by the client, his role is quite limited.	Clause 9(2)
4.5.3	The designer should inform the client and the principal contractor about anticipated dangers relating to the construction work. <u>This is in fact a Risk Assessment.</u>	Clause 9(2)(b)
4.5.4	The designer (in the structural engineering context) shall further furnish to the contractor in writing:	Clause 9(2)
i)	A geo-technical report.	
ii)	The loading of the structure.	
iii)	The method and sequence of the construction process.	
iv)	He should exclude inherently dangerous methods of construction in his design.	
v)	The maintenance of the structure shall be through safe procedures.	
vi)	He should carry out inspections.	
vii)	And stop the contractor from executing work dangerously.	
viii)	A final inspection is necessary to ensure safety of the structure.	
ix)	Great emphasis should be given to the ergonomic design of the structure.	
x)	The engineer should also give input in the design of temporary work e.g. scaffolding.	Clause 10(c)

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#### SECTION 5

#### 5. THE PRINCIPAL CONTRACTOR (P C) AND CONTRACTOR

The responsibilities of these parties are comprehensively stipulated in the regulations.

- |      |  |                      |
|------|--|----------------------|
| 5.1  | In general it can be seen that the responsibilities of the PC (Principal Contractor) towards his contractors is Mutatis Mutandis to the responsibilities of the Client towards the PC. |                      |
| 5.2  | The PC is responsible for the collecting of these contractors' safety plans and to hold them to it.  | Clause 5(1) and 5(2) |
| i)   | He should also stop his contractors should they work unsafely.   | Clause 5(3)(d)       |
| ii)  | He should appoint safety officers should the size of the work warrant it.  | Clause 6(6)          |
| iii) | He should cause a risk assessment to be executed by a competent person.  | Clause 7(1)          |
| iv)  | Visitors to his site should undergo induction pertaining to H&S issues.  | Clause 7(8)          |
| v)   | He shall see to his employees induction and H&S training.  | Clause 7(7)          |
| vi)  | The employees of the PC and his contractors shall wear visible proof of their induction training.  | Clause 7(9)(a)       |
| 5.3  | The regulations also covers the detail of:   |                      |
|      | • Fall protection  | Clause 8             |
|      | • Structures (under this heading the responsibilities of the designer of a structure is found)   | Clause 9             |
|      | • Formwork and support work  | Clause 10            |
|      | • Excavation work  | Clause 11            |
|      | • Demolition work  | Clause 12            |
|      | • Tunnelling   | Clause 13            |
|      | • Scaffolding  | Clause 14            |
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• Cranes	Clause 21
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**SECTION 6**

**6. APPOINTMENT OF THE DESIGNER**

Clause 4(5)

- 6.1 The client appoints the consultant or designer as agent only for the particular project and also for the duration of the project.
- 6.2 It is further important to distinguish between “agent” in terms of the SAACE model agreement between client and engineer and “agent” in terms of the H&S regulations.
- 6.3 The responsibilities and duties of a designer in the H&S context are those that is dictated by law and/or those respectively given to him by the client, except when he is a structural engineer and designs a “structure” in which case clause 9(2) applies automatically.
- 6.4 The client should only add to the responsibilities of the designer those which is not automatically in his hand in terms of clause 9(1) of the regulations.
- 6.5 The following duties are not regarded as normal work of the designer of a “structure” and will therefore require an additional appointment.
  - .1 To ensure the H&S plan of the PC is implemented on site.
  - .2 To ensure that changes to the design are also incorporated in the H&S plan.
  - .3 To ensure that the principal contractor is registered and in good standing with the workmens’ compensation fund.
  - .4 To see that the contractor registers the site as a construction site at the Department of Labour.
  - .5 To discuss with the contractor the H&S plan and then recommend to the client the approval thereof.
  - .6 To keep a copy of the H&S plan of the contractor in his possession and see that a copy is forwarded to the client.
  - .7 Control the following on site:

Clause 4(1)(d)

Clause 4(1)(e)

Clause 4(1)(f)

Clause 4(1)(g)

Clause 4(2)

Clause 4(4)

- |   |             |
|---|-------------|
| a) To see that the principal contractor keeps the H&S file up to date and that it is given to the client upon completion of the contract. | Clause 5(7) |
| b) To see that the principal contractor keeps a data base of all contractors involved with the project.                                   | Clause 5(9) |
| c) To see that the principal contractor appoints one or more construction supervisors.  |             |
| d) To see that this person is dedicated to the particular project only.   | Clause 6(4) |
| e) To receive from the contractor his risk assessment and keep a copy of that for his and the clients records.                            | Clause 7(1) |

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**SECTION 7**

**7. THE ROLE OF THE CLIENT**

- |     |  |                |
|-----|--|----------------|
| 7.1 | The client shall still prepare the H&S specification in terms of clause 4(1)(a) for its global activities. The H&S specification for the particular project is assigned to the designer. | Clause 4(1)(a) |
| 7.2 | The client shall approve of the H&S plan of the contractor, but on the recommendation of the consultant/ designer.   | Clause 4(2)    |
| 7.3 | The client employs the Principal Contractor.   | Clause 4(1)(c) |
| 7.4 | The client can appoint an agent in which case all the responsibilities of the agent in the regulations are transferred to the agent.   | Clause 4(5)    |
| 7.5 | The client should only appoint an agent should he have made reasonably sure that the agent can handle the responsibility.  | Clause 4(6)    |
| 7.6 | The client shall not appoint a contractor if he is not reasonably sure that the contractor can execute such work in a safe manner.   | Clause 4(4)    |

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**SECTION 8**

**8. THE ROLE OF THE PRINCIPAL CONTRACTOR**

The principal contractor should execute the following duties:

- |     |  |              |
|-----|--|--------------|
| .1  | Provide a health and safety plan.  | 5(1)         |
| .2  | See that his contractors comply with the regulations.  | 5(2)         |
| .3  | He should discuss the particular H&S plan.   | 5(5)         |
| .4  | He should have his H&S plan available.   | 5(6)         |
| .5  | He should have an H&S file available on site and hand it over to the client upon completion. | 5(7)         |
| .6  | He should not employ contractors who are not capable.  | 5(10)        |
| .7  | He should have full time supervision on site.  | 6(1) to 6(8) |
| .8  | He should produce a risk assessment of the work.   | 7(1)         |
| .9  | He should train his employees.   | 7(4)         |
| .10 | He should introduce induction training on site.  | 7(7)/ 7(8)   |
| .11 | All physical aspects of the regulations as in terms of the regulations.                      |              |

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**SECTION 9**

**9. THE PROCEDURE RECOMMENDED**

- |     |   |                     |
|-----|---|---------------------|
| 9.1 | The Client decides to execute work and appoints a designer to administer the work.  |                     |
| 9.2 | The scope of works and the exact duties of the designer are identified and given to him in writing.   |                     |
|     | The designer should affect insurance by which the client is indemnified (by the designer) for acts and omissions of the designer. This type of insurance does not form part of the normal PI insurance provided by the designer.                                  |                     |
|     | The designer prepares a contract document and ensures that this document states clearly the following:  |                     |
| .1  | A risk assessment of the project and the H&S specification of the client.   |                     |
| .2  | All relevant information to enable the pricing of the contract.   | 9(2)(a)             |
| .3  | Items in the bill to enable the tenderer to price for the risk including insurance indemnifying the client. The document should state whether a full time safety officer is required on site.   | 9(2)(b)             |
| .4  | (i) Geotechnical information<br>(ii) Loading of the structure – in other words all relevant technical data taking the definition of “structure” into account.<br>(iii) The method and sequence of the process. This should identify the priorities of the client. | 9(2)(c)(i) to (iii) |
| .5  | Inherently dangerous procedures should be avoided in the design.  | 9(2)(d)             |

- .6 The maintenance of the structure should be considered also so that this aspect would be safe and ergonomic too. 9(2)(e)
- 9.3 The tenderers then respond by each giving a H&S plan based on the risk assessment of the designer.
- 9.4 The client then chooses the contractor according to his procurement policy (taking into account his ability to do the work safely) and appoints him in writing via the designer.
- 9.5 The chosen principal contractor then affects a detailed risk assessment and a risk management plan, based on the H&S specification.
- Once on site the principal contractor should register the site by means of the prescribed form and have it approved by the client/designer.
- He should open and then maintain his H&S file through the duration of the contract.
- He should then further adhere to the provisions of the H&S regulations.
- 9.6 He should hand over the H&S file (recommend to do that with the designer's as-built drawings).
- 9.7 The designer should stop the work if he has reason to belief that the contractor is executing work in an unsafe manner.
- 9.8 Likewise should the principal contractor stop the work of his contractor(s) should he have reason to belief that such contractor is not working safely.

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**SECTION 10**

**10. CONTRACT DOCUMENTATION**

The contract documentation needs to emphasize the following points in order to comply with the Health and Safety Act 1993 and the Construction Regulations 2003.

**A. In the Specification section**

**1. Health and Safety Specification**

The Client shall issue the Designer with his Health and Safety specification and it shall be included as such in the document.

Should the Designer be of the opinion that variations and additions be made to the specification, due to the nature of the particular project, he shall forward the proposed variation or addition to the NDM who will authorize this in writing.

**2. Risk Assessment**

This can form part of the contract specifications.

It is necessary to identify to the contractor:

- i) The situation on site as it is with all the potential hazards and dangers involved.
- ii) The nature of the work and the situations that the average contractor would encounter during the execution of the work. The nature of the work and the expected risks should be described in particular as well as the method and the sequence of the work.
- iii) The basic safety precautions that he should take.
- iv) The Safety and Health specification of the client.
- v) To allow sufficient items in the bill of quantities for the tenderer to price for the specified H&S precautions.

### 3. **Insurance**

The contractor shall affect insurance indemnifying the client against penalties levied upon the client due to the acts or omissions of the contractor in failing to comply with the provisions of the H&S regulations 2003.

The contractor shall prove to the Engineer that such insurance has been affected and maintained during the construction.

### B. **The Tender Rules**

The tender rules shall contain a clause requiring the contractor to submit a H&S plan based on the risk assessment given in the contract document. It should also state that the client is bound by law not to appoint a contractor should he be reasonably sure that the contractor would not be able to execute the work safely should he be appointed.

The following example is recommended.

#### **Compliance with the Regulations of the H&S Act 2003**

Tenderers are required to study the published risk assessment and provide Annexure Y his Health and Safety Plan. Generic document will be disregarded. Such H&S plan should give details regarding the tenderers intention of dealing with the risks.

Failure to submit such H&S plan will result in disqualification of the tender.

Tenderers are informed that the client is bound by law not to accept a tender should he be reasonable sure that the tenderer will not be able to execute the work safely.

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**SECTION 11**

**11. CONCLUSION**

The Construction Regulations 2003 was long overdue in the South African Civil Engineering Construction Industry. Roleplayers will now be forced to implement them and an awareness of safe working environments will be cultivated.

Clients might initially detect an contemptuous attitude particularly from contractors and even designers or consultants. This should not deter clients since acts and omissions from these parties will bring clients in confrontation with the law.

Contract cost will certainly escalate due to the additional specifications but this should be weighed against the value of human lives improved and saved.

The construction industry, particularly the Civil Engineering Sector, will have to accept and embrace these regulations and then seriously look at its productivity to curb the cost of the implementation process.

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# **NKANGALA DISTRICT MUNICIPALITY**



## **SUPPLY CHAIN MANAGEMENT POLICY**



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## CHAPTER 1

### 1

#### Definitions

In this policy, unless the context otherwise indicates, a word or expression to which a meaning has been assigned in the MFMA has the same meaning as in the MFMA.

Words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include females and words importing persons shall include companies, close corporations and firms, unless the context clearly indicates otherwise.

Unless otherwise indicated, all amounts/limits stated in this document shall be deemed to be inclusive of all applicable taxes.

- 1.1 **“Adjudication points”**: means the points for price and points for B-BBEE contribution referred to in the Preferential Procurement Regulations, 2011 and the Preferential Procurement section of this policy, also referred to as “evaluation points”.
- 1.2 **“All applicable taxes”**: includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- 1.3 **“Asset”**: means a tangible or intangible resource capable of ownership.
- 1.4 **“B-BBEE”**: means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.
- 1.5 **“B-BBEE Status Level of Contributor”**: means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- 1.6 **“Bid”**: means a written offer in a prescribed or stipulated form in response to an invitation by the municipality for the provision of goods, services or construction works through price quotations, advertised competitive bidding processes or proposals.
- 1.7 **“Bidder”**: means any person submitting a competitive bid or a quotation.
- 1.8 **“Broad-Based Black Economic Empowerment Act”**: means the Broad-Based Black Economic Empowerment Act, 53 of 2003 and Codes of Good Practice pertaining thereto.
- 1.9 **“Capital Asset”**: means:
  - 1.9.1 any immovable asset such as land, property or buildings; or
  - 1.9.2 any movable asset that can be used continuously or repeatedly for more than one year in the production or supply of goods or services, for rental to others or for administrative purposes, and from which future benefit can be derived, such as plant, machinery and equipment.

- 1.10 **“Closing Time”**: means the time and day specified in the bid documents for the receipt of bids.
- 1.11 **“Comparative Price”**: means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration.
- 1.12 **“Competitive Bidding Process”**: means a competitive bidding process referred to in Regulation 12 (1) (d) of the Supply Chain Management Regulations.
- 1.13 **“Competitive Bid”**: means a bid in terms of a competitive bidding process.
- 1.14 **“Community Based Vendor”**: means a supplier of goods, services and/or construction works who resides in a target area or community, who meets the criteria for community based vendors as determined by the Director: Supply Chain Management from time to time, and who is registered as such on the municipality’s Supplier database.
- 1.15 **“Consortium”**: an association or grouping of institutions, business or financial organization, usually set up for a common purpose that would be beyond the capabilities of a single member of the group.
- 1.16 **“Construction Industry Development Board (CIDB) Act”**: means the Construction Industry Development Board Act, 38 of 2000 and includes the regulations pertaining thereto.
- 1.17 **“Construction Works”**: means any work in connection with:
- 1.17.1 the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
  - 1.17.2 the installation, erection, dismantling or maintenance of a fixed plant;
  - 1.17.3 the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, sewer or water reticulation system or any similar civil engineering structure; or
  - 1.17.4 the moving of earth, clearing of land, the making of an excavation, piling or any similar type of work.
- 1.18 **“Consultant”**: means a person or entity providing services requiring knowledge based expertise, and includes professional service providers.
- 1.19 **“Contract”**: means the agreement which is concluded when the municipality accepts, in writing, a competitive bid or quotation submitted by a supplier.
- 1.20 **“Contractor”**: means any person or entity whose competitive bid or quotation has been accepted by the municipality.

1.21 **“Contract participation goal”**: the value of the participation of a specific target group that a contractor must achieve in the performance of a contract, expressed as a percentage of the bid sum less provisional sums, contingencies and VAT.

1.22 **“Day(s)”**: means calendar days unless the context indicates otherwise.

1.23 **“Delegated Authority”**: means any person or committee delegated with authority by the municipality in terms of the provisions of the Municipal Finance Management Act.

1.24 **“Designated sector”**: means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content.

1.25 **“Evaluation of Bids”**: in respect of bids that exceed R200 000, shall be deemed to take place when the Bid Evaluation Committee meets to make a recommendation to the Bid Adjudication Committee.

1.26 **“Evaluation Points”**: also referred to as “Adjudication Points” (see clause 1.1 above).

1.27 **“Exempted Capital Asset”**: means a municipal capital asset which is exempted by section 14(6) or 90(6) of the MFMA from the other provisions of that section.

1.28 **“Exempted Micro Enterprise”**: means a bidder with an annual total revenue of R5 million or less (in terms of the Broad-Based Black Economic Empowerment Act).

1.29 **“EPWP”** means an Expanded Public Works Programme

1.30 **“Final Award”**: in relation to bids or quotations submitted for a contract, means the final decision on which bid or quote to accept.

1.31 **“Firm Price”**: means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.

1.32 **“Formal Written Price Quotation”**, “Written Price Quotation”, “Quotation” or “Quote”: means a written or electronic offer to the municipality in response to an invitation to submit a quotation. Also referred to as “Bids”.

1.33 **“Functionality”**: means the measurement according to predetermined norms, as set out in the bid or quotation documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder. “Functionality” is also referred to as “Quality”.

1.34 **“Granting of Rights”**: means the granting by the municipality of the right to use, control or manage capital assets in circumstances where sections 14 and 90 of the MFMA and Chapters 2 and 3 of the Municipal Asset Transfer Regulations do not apply. In other words, where the granting of such rights does not amount to “transfer” or “disposal” of the asset and which includes leasing, letting, hiring out, etc, of the capital asset.

1.35 **“Green Procurement”**: is defined as taking into account environmental criteria for goods and services to be purchased in order to ensure that the related environmental impact is minimised.

1.36 **“Imported Content”**: means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its sub-contractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African port or entry.

1.37 **“In the service of the state”**: means:

1.37.1 a member of any municipal council, any provincial legislature or the National Assembly or the National Council of Provinces;

1.37.2 an official of any municipality or municipal entity;

1.37.3 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, 1 of 1999;

1.37.4 a member of the board of directors of any municipal entity;

1.37.5 a member of the accounting authority of any national or provincial public entity; or

1.37.6 an employee of Parliament or a provincial legislature.

1.38 **“Joint Venture or Consortium”**: means an association of persons formed for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract or contracts. The Joint Venture must be formalised by agreement between the parties.

1.39 **“Local Content”**: means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place.

1.40 **“Leaner Contractor”**: an entity established by the NDM and enrolled within its Expanded Public Works Programme (EPWP)

1.41 **“Long term Contract”**: means a contract with a duration period exceeding one year.

1.42 **“Municipality”**: means the municipality of the Nkangala District or any person(s) or committee delegated with the authority to act on its behalf.

1.43 **“Municipal Manager”**: means the Accounting Officer as defined in the Municipal Finance Management Act.



- 1.44 **“Municipal Asset Transfer Regulations”**: means the Municipal Asset Transfer Regulations published in Government Gazette 31346 of 22 August 2008.
- 1.45 **“Municipal Entity”**: means an entity as defined in the Systems Act.
- 1.46 **“Municipal Finance Management Act” (MFMA)**: means the Local Government: Municipal Finance Management Act, 56 of 2003.
- 1.47 **“Non-compliant Contributor”**: means a person who does not meet the minimum score to qualify as a status level 8 B-BBEE Contributor, or a person who is not verified in terms of the required Sector Charter.
- 1.48 **“Non-exempted Capital Asset”**: means a municipal capital asset which is not exempted by section 14(6) or 90(6) of the MFMA, from the other provisions of that section.
- 1.49 **“Non-firm Prices”**: means all prices other than “firm” prices.
- 1.50 **“Person”**: includes a natural or legal entity.
- 1.51 **“Policy”**: means this Supply Chain Management Policy as amended from time to time.
- 1.52 **“Preference points”**: mean the points for preference referred to in this Policy.
- 1.53 **“Preferential Procurement Policy Framework Act” (PPPFA)**: means the Preferential Procurement Policy Framework Act, 5 of 2000.
- 1.54 **“Preferential Procurement Regulations”**: means the regulations pertaining to the PPPFA.
- 1.55 **“Prime Contractor”**: shall have the same meaning as “Contractor”.
- 1.56 **“Promotion of Administrative Justice Act”**: means the Promotion of Administrative Justice Act, 3 of 2000.
- 1.57 **“Quality”**: also referred to as **“Functionality”** (see clause 1.34 above).
- 1.58 **“Rand Value”**: means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- 1.59 **“Republic”**: means the Republic of South Africa.
- 1.60 **“Responsible Agent”**: means either an internal project manager (being an employee of the municipality) or an external consultant (appointed by the municipality), as the case may be, who is responsible for the implementation of a project or part thereof.
- 1.61 **“SARS”**: means the South African Revenue Services.
- 1.62 **“SITA”**: means the State Information Technology Agency.
- 1.63 **“Stipulated Minimum Threshold”**: means that portion of local production and content as determined by the Department of Trade and Industry.

- 1.64 **“Sub-contract”**: means the prime contractor’s assigning, leasing, making out work to, or employing, another person to support such prime contractor in the execution of part of a project in terms of the contract.
- 1.65 **“Sub-contractor”**: means any person that is assigned, leased, employed or contracted by the prime contractor to carry out work in support of the prime contractor in the execution of a contract.
- 1.66 **“Supplier/Vendor”**: are generic terms which may include suppliers of goods and services, contractors and/or consultants.
- 1.67 **“Supplier Database”**: means the list of accredited prospective providers which a municipality or municipal entity must keep in terms of Regulation 14 of the Supply Chain Management Regulations.
- 1.68 **“Supply Chain Management (SCM) Regulations”**: means the Municipal Supply Chain Management Regulations published in terms of the Municipal Finance Management Act.
- 1.69 **“Systems Act”**: means the Local Government: Municipal Systems Act, 32 of 2000.
- 1.70 **“Targeted Labour”**: means those individuals employed by a contractor, or sub-contractor, in the performance of a contract, who are defined in the contract as the target group, and who permanently reside in the defined target area.
- 1.71 **“Targeted Enterprises”**: means those enterprises (suppliers, manufacturers, service providers or construction works contractors) that own, operate or maintain premises within the target area defined in the contract, for the purposes of carrying out their normal business operations.
- 1.72 **“Tender/Tenderer”**: means “bid/bidder”.
- 1.73 **“Term Bid”**: means a rates based bid for the supply of goods, services or construction works, which are of an ad-hoc or repetitive nature where the individual rates are approved for use over a predetermined period of time.
- 1.74 **“Total Revenue”**: bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007.
- 1.75 **“Transaction Value”**: means the actual contract value (the bid sum or price) in South African currency, inclusive of all applicable taxes in respect of the goods, services or construction works that are contracted for.
- 1.76 **“Treasury Guidelines”**: means any guidelines on supply chain management issued by the Minister in terms of section 168 of the MFMA;
- 1.77 **“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.

1.78 “**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.

1.79 “**Unsolicited Bid**”: means an offer submitted by any person at its own initiative without having been invited by the municipality to do so.

## CHAPTER 2

### ESTABLISHMENT AND IMPLEMENTATION OF SUPPLY CHAIN MANAGEMENT POLICY

#### 2 Supply chain management policy

2.1 The principles of the supply chain management policy are that it –

2.1.1 gives effect to –

- section 217 of the Constitution; and
- Part 1 of Chapter 11 and other applicable provisions of the MFMA;

2.1.2 is fair, equitable, transparent, competitive and cost effective;

2.1.3 complies with –

- the regulatory framework prescribed in Chapter 2 of the Regulations; and
- any minimum norms and standards that may be prescribed in terms of section 168 of the MFMA;

2.1.4 is consistent with other applicable legislation including;

- the Preferential Procurement Policy Framework Act;
- the Broad-Based Black Economic Empowerment Act;
- the Construction Industry Development Board Act;
- the Local Government: Municipal Systems Act; and
- the Promotion of Administrative Justice Act

2.1.5 does not undermine the objective for uniformity in supply chain management systems between organs of state in all spheres; and

2.1.6 is consistent with national economic policy concerning the promotion of investments and doing business with the public sector.

2.2 The provisions of the supply chain management policy must be followed when –

2.2.1 procuring goods or services and construction works and consultant services ;

2.2.2 disposing of goods no longer needed;

2.2.3 selecting contractors to provide assistance in the provision of municipal services, otherwise than in circumstances where Chapter 8 of the Municipal Systems Act applies; or

- 2.2.4 selecting external mechanisms referred to in section 80(1)(b) of the Municipal Systems Act for the provision of municipal services in circumstances contemplated in section 83 of that Act.
- 2.3 Unless specifically stated otherwise this Policy does not apply if the Municipality contracts with another organ of state for:
- 2.3.1 - the provision of goods or services to the Municipality;
- 2.3.2 - the provision of a municipal service; or
- 2.3.3 - the procurement of goods and services under a contract secured by that other organ of state, provided that the relevant supplier has agreed to such procurement. A report shall nevertheless be submitted to the Bid Adjudication Committee seeking authority to contract with another organ of state.

### **3 Amendment of the supply chain management policy**

- 3.1 The accounting officer must –
- at least annually review the implementation of this policy; and
  - when the accounting officer considers it necessary, submit proposals for the amendment of this policy to the council.
- 3.2 If the accounting officer submits a draft policy to the council that differs from the model policy, the accounting officer must ensure that such draft policy complies with the Regulations. The accounting officer must report any deviation from the model policy to the National Treasury and the relevant provincial treasury.
- 3.3 When amending this supply chain management policy the need for uniformity in supply chain practices, procedures and forms between organs of state in all spheres, particularly to promote accessibility of supply chain management systems for small businesses, must be taken into account.
- 3.4 The accounting officer of the municipality must take all reasonable steps to ensure that this supply chain management policy is implemented.

### **4 Delegation of supply chain management powers and duties**

- 4.1 The powers and duties to be performed in respect of the implementation of supply chain management are delegated to the accounting officer –
- 4.1.1 to discharge the supply chain management responsibilities conferred on accounting officers in terms of
- Chapter 8 or 10 of the MFMA; and
  - The supply chain management policy;
- 4.1.2 to maximise administrative and operational efficiency in the implementation of the supply chain management policy;

- 4.1.3 to enforce reasonable cost-effective measures for the prevention of fraud, corruption, favouritism and unfair and irregular practices in the implementation of the supply chain management policy; and
- 4.1.4 to comply with the accounting officer's responsibilities in terms of section 115 and other applicable provisions of the MFMA.
- 4.2 The accounting officer may not delegate or sub-delegate any supply chain management powers or duties to a person who is not an official of the municipality or to a committee which is not exclusively composed of officials of the municipality;
- 4.3 The Accounting Officer shall ensure that all persons involved in the implementation of this Policy meet the prescribed competency levels, and where necessary, shall provide relevant training.

## **5 Sub-delegations**

- 5.1 The accounting officer may, in terms of section 79 of the MFMA, sub-delegate any supply chain management powers and duties, including those delegated to the accounting officer in terms of this policy, but any such sub-delegation must be consistent with paragraph 4 and sub-paragraph 5.2 of this policy.
- 5.2 The power to make a final award –
- 5.2.1 above R10 million (VAT included) may not be sub-delegated by the accounting officer;
- 5.2.2 above R2 million (VAT included), but not exceeding R10 million (VAT included), may be sub-delegated but only to –
- the chief financial officer;
  - a senior manager; or
  - a bid adjudication committee of which the chief financial officer or a senior manager is a member;
- 5.2.3 not exceeding R2 million (VAT included) may be sub-delegated but only to –
- the chief financial officer;
  - a senior manager;
  - a manager directly accountable to the chief financial officer or a senior manager; or
  - a bid adjudication committee.
- 5.3 An official or bid adjudication committee to which the power to make final awards has been sub-delegated, must within 10 working days of the end of each month submit to the accounting officer a written report containing particulars of each final award made by such official or committee during that month, including –
- the amount of the award;
  - the name of the person to whom the award was made; and
  - the reason why the award was made to that person.

- 5.4 This paragraph may not be interpreted as permitting an official to whom the power to make final awards has been sub-delegated, to make a final award in a competitive bidding process otherwise than through the committee system provided for in paragraph **32** of this policy.
- 5.5 No supply chain management decision-making powers may be delegated to an advisor or consultant.
- 5.6 The accounting officer may not delegate or sub-delegate the authority to enter into negotiations in terms of paragraph **40** of this policy.

## **6 Oversight role of council**

- 6.1 The council retains the right to oversee the implementation of this supply chain management policy.
- 6.1.1 Section 117 of the Municipal Finance Management Act prohibits a Municipality Councilor from being a member of a bid committee or any other committee evaluating or approving quotations or bids nor may a Municipality Councilor attend any such meeting as an observer.
- 6.1.2 The Executive Mayor must provide general political guidance over the fiscal and financial affairs of the Municipality and must monitor and oversee the exercise of responsibilities assigned to the Municipality Manager and chief financial officer in terms of the Municipal Finance Management Act.
- 6.2 For the purposes of such oversight the accounting officer must –
- within 30 days of the end of each financial year, submit a report on the implementation of the supply chain management policy of the municipality to the council of the municipality; or
  - whenever there are serious and material problems in the implementation of the supply chain management policy, immediately submit a report to the council.
- 6.3 The accounting officer must, within 10 days of the end of each quarter, submit a report on the implementation of the supply chain management policy to the executive mayor.
- 6.4 The reports must be made public in accordance with section 21A of the Municipal Systems Act.

## **7 Supply chain management unit**

- 7.1 A supply chain management unit was established to implement this supply chain management policy.
- 7.2 The supply chain management unit operates under the direct supervision of the chief financial officer or an official to whom this duty has been delegated in terms of section 82 of the MFMA.

## CHAPTER 3

### FRAMEWORK FOR SUPPLY CHAIN MANAGEMENT

#### **8 Format of supply chain management**

This supply chain management policy provides systems for –

- 8.1 demand management;
- 8.2 acquisition management;
- 8.3 logistics management;
- 8.4 disposal management; and
- 8.5 performance management.

#### **Part 1: Demand management**

#### **9 System of demand management**

- 9.1 To ensure that the resources required to support the strategic and operational commitments are delivered at the correct time, at the right price and at the right location and that the quantity and quality satisfy needs, the system of demand management includes the following:
- 9.2 Acquisition and disposal of all goods required to meet the strategic goals outlined in the Integrated Development Plan must be quantified, budgeted and planned to ensure timely and effective delivery, appropriate quality at a fair cost to meet the needs of the municipality and community.
  - 9.2.1 The Municipality's Integrated Development Plan (IDP) is a comprehensive strategy document setting out how the Municipality intends to tackle its development challenges in a financial year. It is on the basis of the IDP that the resources of the municipality will be allocated and on which the budget is based.
  - 9.2.2 Critical delivery dates must be determined and adhered to as set out in the service delivery and budget implementation plan contemplated in section 69(3)(a) of the MFMA.
- 9.3 If the requirement is of a repetitive nature and there are benefits of economies of scale, a contract for a specific commodity should be arranged.
- 9.4 In order to compile the correct specifications an industry analysis / research must be regularly undertaken to ensure future needs and technology benefits are maximised
- 9.5 In order to achieve effective demand management, the Assistant Manager: Supply Chain Management shall continuously ensure:
  - 9.5.1 That efficient and effective provisioning and procurement systems and practices are implemented to enable the Municipality to deliver the required quantity and quality of services to the communities.

- 9.5.2 The establishment of uniformity in policies, procedures, documents and contract options and the implementation of sound systems of control and accountability.
- 9.5.3 The development of a world-class professional supply chain management system which results in continuing improvement in affordability and value for money, based on total cost of ownership and quality of procurement as competition amongst suppliers is enhanced.
- 9.5.4 In dealing with suppliers and potential suppliers, that the Municipality shall respond promptly, courteously and efficiently to enquiries, suggestions and complaints.

9.6 **Major Activities**

- 9.6.1 Demand management lies at the beginning of the supply chain and the major activities associated with identifying demand are:
- 9.6.1.1 establishing requirements;
  - 9.6.1.2 determining needs; and
  - 9.6.1.3 deciding on appropriate procurement strategies.
- 9.6.2 Demand management accordingly shall involve the following activities:
- 9.6.2.1 understanding the future needs;
  - 9.6.2.2 identifying critical delivery dates;
  - 9.6.2.3 identifying the frequency of the need;
  - 9.6.2.4 linking the requirements to the budget;
  - 9.6.2.5 conducting expenditure analyses based on past expenditure;
  - 9.6.2.6 determining requirements,
  - 9.6.2.7 conducting commodity analyses in order to check for alternatives; and
  - 9.6.2.8 conducting industry analyses.



## **Part 2: Acquisition management**

### **10 System of acquisition management**

- 10.1 Through operational procedures, an effective system of acquisition management is to be established to ensure:-
- 10.1.1 that goods and services are procured in accordance with authorised processes only;
- 10.1.2 that expenditure on goods and services is incurred in terms of an approved budget in terms of section 15 of the MFMA;
- 10.1.3 that the threshold values for the different procurement processes are complied with;
- 10.1.4 that bid documentation, evaluation and adjudication criteria as well as general conditions of contract, are in accordance with any applicable legislation;

### **10.2 Application**

- 10.2.1 This acquisition management system contains the general conditions and procedures which are applicable, as amended from time to time, to all procurement, contracts, and orders for the Municipality.

### **10.3 Supplier Database**

- 10.3.1 The Accounting Officer shall ensure that the Municipality's supplier database is updated at least quarterly and at least once per year shall, through newspapers commonly circulating locally, the website of the Municipality, and any other appropriate ways, invite prospective suppliers of goods and services, and any new commodities or types of services, construction works and consultant services to apply for listing as an accredited prospective supplier.
- 10.3.2 Prospective suppliers shall, however, be allowed to submit applications and amendments for listing on the database at any time.
- 10.3.4 The listing criteria for accredited prospective suppliers should be listed which include:
- Name of supplier / service provider;
  - Street address;
  - Postal address;
  - Contact person in Sales Department;
  - Sales Department's telephone number;
  - Sales Department's fax number;
  - Sales Department's cell number;
  - Sales Department's email address;
  - Contact person in Accounts Department;
  - Accounts Department's telephone number;
  - Accounts Department's fax number;

- Accounts Department's email address;
- Vat registration yes/no;
- Vat registration number;
- Bank details;
- Type of industry;
- Valid certification for specialised services;
- Valid tax clearance certificate;
- CIDB and **CRS number** registration if applicable;
- Valid certification in respect of Exempted Micro Enterprises or B-BBEE Status Level of Contributor.

- 10.4 The Accounting Officer shall disallow the listing of any prospective supplier on the Municipality's supplier database who does not comply with the accreditation requirements based on standards, set by any relevant control bodies that govern or regulate the category of service or industry.
- 10.5 The Accounting Officer shall disallow the listing of any prospective supplier whose name appears on the National Treasury's List of Restricted Suppliers and/or Register for Tender Defaulters and who is therefore prohibited from doing business with the public sector.
- 10.6 For quotations (up to and including R200 000) bidders are required to be registered on the Municipality's supplier database prior to the acceptance of their quotation (the issue of an official order) in respect of the goods or services required. Procurements above R200 000 go through a competitive bidding process.
- 10.7 Where bids exceed R200 000, bidders who are not registered on the Municipality's Supplier Database are not precluded from submitting bids, but must however be registered prior to the awarding of the tender.
- 10.8 All parties to a Joint Venture or Consortium must individually comply with the requirements of clauses 10.4 and 10.5 above.
- 10.9 The provisions of clause 63.1.8 will also apply to individual joint venture or consortium members

## **11 Range of procurement processes**

- 11.1 The procurement of goods and services through this policy is executed by way of –
- 11.1.1 petty cash purchases, up to a transaction value of R2 000 (VAT included);
- 11.1.2 written quotations by the proposed supplier for procurement of a transaction value over R2 000 but less than R30 000 (VAT included);
- 11.1.3 formal written price quotations for procurement of a transaction value over R30 001 (VAT included) but less than R200 000 (VAT included); and
- 11.1.4 a competitive bidding process for–
- procurement above a transaction value of R200 000 (VAT included); and
  - the procurement of long term contracts.
  - allocation of projects to leaner contractors on the EPWP programme
  - allocation of projects through the cooperatives policy

- 11.2 The accounting officer may, in writing:-
- 11.2.1 lower, but not increase, the different threshold values specified in sub-paragraph 11.1; or
- 11.2.2 direct that –
- written or formal written price quotations be obtained for any specific procurement of a transaction value lower than R2 000 (VAT included);
  - formal written price quotations be obtained for any specific procurement of a transaction value lower than R30 000 (VAT included); or
  - a competitive bidding process be followed for any specific procurement of a transaction value lower than R200 000 (VAT included).
- 11.3 Goods or services may not deliberately be split into parts or items of a lesser value merely to avoid complying with the requirements of the policy. When determining transaction values, a requirement for goods or services consisting of different parts or items must as far as possible be treated and dealt with as a single transaction.
- 12 General preconditions for consideration of written quotations, formal written price quotations or bids**
- 12.1 A written quotation, formal written price quotation or bid may not be considered unless the provider who submitted the quotation or bid –
- 12.1.1 has furnished that provider's –
- full name;
  - identification number or company or other registration number;
  - tax reference number and VAT registration number, if any; and
  - tax clearance from the South African Revenue Services that the provider's tax matters are in order; and
- 12.2.1 has indicated –
- whether he or she is in the service of the state, or has been in the service of the state in the previous twelve months;
  - if the provider is not a natural person, whether any of its directors, managers, principal shareholders or stakeholder is in the service of the state, or has been in the service of the state in the previous twelve months; or
  - whether a spouse, life partner, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to is in the service of the state, or has been in the service of the state in the previous twelve months.

## **13 Preferential procurement**

### **13.1 Aim**

The aim of this section of the Municipality's Supply Chain Management Policy is to give effect to, and to ensure compliance with, all applicable legislation and national directives in respect of preferential procurement and broad-based black economic empowerment.

#### **13.1.1 The following procurement strategies are addressed in this section:**

- 13.1.1.1 the application of a preference point system for Exempted Micro Enterprises and B-BBEE Contributors in terms of the Preferential Procurement Regulations, 2011.
- 13.1.1.2 the stipulation, in bid documentation, of minimum thresholds for local production and content in accordance with directives issued by the National Treasury and Department of Trade and Industry.
- 13.1.1.3 the unbundling of large projects, where appropriate, into smaller contracts to ensure that a spread of opportunities are made available to suppliers, service providers and construction contractors of various sizes.
- 13.1.1.4 the use of functionality/quality, where appropriate, in procurement processes in order to ensure that goods supplied are fit for purpose, or that a minimum level of experience and competence in respect of service providers or construction contractors is attained.
- 13.1.1.5 the increase of employment opportunities by ensuring the use of labour intensive technologies.
- 13.1.1.6 the targeting of labour and/or enterprises from specific areas within the boundaries of the Nkangala Municipal area.
- 13.1.1.7 Preferential procurement is further enhanced by provisions aimed at improved access to information, simplification of documentation; deduct performance from payment invoices, reduced payment cycles and good governance.
- 13.1.1.8 The level of B-BBEE contribution achieved by the Municipality through the application of this policy will be monitored in terms of the Supply Chain Management performance management system.

### **13.2 Key Principles of the Preferential Procurement System**

- 13.2.1 The key principles of this system are:
  - 13.2.1.1 the application of an 80/20 preference point system for procurement (competitive bids or quotations) with a Rand value of greater than R30 000 but less than or equal to R1 000 000;
  - 13.2.1.2 the application of a 90/10 preference point system for procurement (competitive bids) with a Rand value greater than R1 000 000;
  - 13.2.1.3 that bids may be declared non-responsive if they fail to achieve a minimum score for functionality (quality), if indicated in the bid documents.

- 13.2.1.4 The preference point system shall be used in the evaluation of responsive bids for the purposes of determining preferred/recommended bidders, and for the adjudication thereof.
- 13.2.1.5 The preference point system is not applicable to petty cash purchases.

### **13.3 Planning and Stipulation of Preference Point System**

- 13.3.1 Prior to embarking on any procurement process, the Responsible Department must properly plan for, and, as far as possible, accurately estimate the cost of the goods, services or construction works for which bids are to be invited.
- 13.3.2 The Bid Specifications Committee shall determine the appropriate preference point system to be used in the evaluation and adjudication of bids, and shall ensure that such is clearly stipulated in the bid documentation.
- 13.3.3 The Bid Specification Committee shall determine whether the goods, services or construction works which are to be procured, have been designated for local production and content by the National Treasury or Department of Trade and Industry, in which case the requirements as above shall be followed.

### **13.4 Evaluation of Bids on Functionality (Quality)**

- 13.4.1 Functionality (otherwise known as quality) may be included in the bid evaluation process as a qualifying (eligibility) criterion.
- 13.4.2 If a bid is to be evaluated on functionality, this must be clearly stated in the invitation to submit a bid, and in the bid documentation.
- 13.4.3 The evaluation criteria for measuring functionality must be objective.
- 13.4.4 When evaluating bids on functionality the:
- evaluation criteria for measuring functionality;
  - weight of each criterion;
  - applicable values; and
  - minimum qualifying score for functionality, must be clearly stipulated in the bid document.
- 13.4.5 Closed bidding may be considered for contract management for specialised projects
- 13.4.6 If a bid fails to achieve the minimum qualifying score for functionality as indicated in the bid document, it must be regarded as non-responsive, and be rejected (not considered any further in the evaluation process).
- 13.4.7 Bids that have achieved the minimum score for functionality, and passed any other responsiveness tests, must be evaluated further in terms of the preference point system prescribed below.

### **13.5 Evaluation and Adjudication of Bids**

- 13.5.1 An 80/20 preference point system is stipulated for bids with a Rand value of greater than R30 000, but less than or equal to R1 000 000, and a 90/10 preference point system of procurement with a Rand value of greater than R1 000 000.
- 13.5.2 This means that either 80 or 90 points, depending on the Rand value of the bid, will be awarded to the person who offers the lowest acceptable price, and proportionately fewer points are awarded to those with higher prices calculated as per clause Either 20 or 10 points are then available as preference points for Exempted Micro Enterprises

### **13.6 Enterprises or B-BBEE contributors, as applicable**

#### **Cancellation and Re-invitation of Bids**

- 13.6.1 In the event that, in the application of the 80/20 preference point system as stipulated in the bid documents, all bids received exceed a value of R1 000 000, the bids must be cancelled.
- 13.6.2 If one or more of the acceptable bids received are within the prescribed threshold of R1 000 000, all bids received must be evaluated on the 80/20 preference point system.
- 13.6.3 In the event that, in the application of the 90/10 preference point system as stipulated in the bid documents, all bids received are equal to, or below R1 000 000, the bids must be cancelled.
- 13.6.4 If one or more of the acceptable bids received are above the prescribed threshold of R1 000 000, all bids received must be evaluated on the 90/10 preference point system.
- 13.6.5 Bids cancelled in terms of clauses 13.6.1 and 13.6.3 above must be re-invited, with the correct preference point system clearly stipulated in the bid documents. The 80/20 Preference Point System for the Procurement (Acquisition) of Goods, Services or Construction Works up to a Rand Value of R1 000 000
- 13.6.6 The following formula must be used to calculate the points for price in respect of bids (including price quotations) with a Rand value of greater than R30 000 and up to a Rand value of R1 000 000 (all applicable taxes included):
- $$P_s = 80 [1 - (P_t - P_{min})]$$
- Where :
- $P_s$  = Points scored for comparative price of the bid under consideration;  
 $P_t$  = Comparative price (corrected, if applicable, exclusive of VAT) of the bid under consideration; and  
 $P_{min}$  = Comparative price (corrected, if applicable, exclusive of VAT) of lowest responsive bid.
- 13.6.7 The classification used in the formula above may be varied to comply with prescribed standard bid documentation, provided the formula itself is not varied.

- 13.6.8 Points for preference must be awarded to Exempted Micro Enterprises or to bidders having attained a B-BBEE status level of contributor in accordance with the tables below:

B-BBEE Status Level of Contributor	Number of Points for Preference
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2

Non-compliant contributor 0 or, in respect of Exempted Micro Enterprises (EMEs)

Black Ownership of EME	Deemed B-BBEE Status Contributor	Number of Points for Level of Preference
50%	3	16
50%	4	12

- 13.6.9 The points for preference scored by a bidder in terms of clause 13.6.8 above, must then be added to the points for price scored in terms of clause 13.6.6, in order to obtain the total number of adjudication points scored for each responsive bid.

- 13.6.10 Subject to paragraph 41, the contract must be awarded to (and/or order placed with) the bidder that scores the highest total number of adjudication points. The 90/10 Preference Point System for the Procurement (Acquisition) of Goods, Services or Construction Works with a Rand Value above R1 000 000

- 13.6.11 The following formula must be used to calculate the points for price in respect of bids with a Rand value above R1 000 000 (all applicable taxes included):

$$P_s = 90 [1 - (P_t - P_{min})]$$

$P_{min}$

Where :

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

$P_t$  = Comparative price (corrected, if applicable, exclusive of VAT) of the bid under consideration; and

$P_{min}$  = Comparative price (corrected, if applicable, exclusive of VAT) of lowest responsive bid.

- 13.6.12 The terminology used in the formula above may be varied to comply with prescribed standard bid documentation, provided the formula itself is not varied.

- 13.6.13 Points for preference must be awarded to Exempted Micro Enterprises or to bidders having attained a B-BBEE status level of contributor in accordance with the tables below.

<b>B-BBEE Status Level of Contributor</b>	<b>Number of Points for Preference</b>
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1

Non-compliant contributor 0 or, in respect of Exempted Micro Enterprises (EMEs)

Black Ownership of EME	Deemed B-BBEE Status Contributor	Number of Points for Level of Preference
50%	3	8
50%	4	5

- 13.6.14 The points for preference scored by a bidder in terms of clause 13.6.13 above, must then be added to the points for price scored in terms of clause 13.6.10, in order to obtain the total number of adjudication points scored for each responsive bid.
- 13.6.15 Subject to paragraph 41, the contract must be awarded to (and/or order placed with) the bidder that scores the highest total number of adjudication points.

### **13.7 B-BBEE Status Level Certificates**

- 13.7.1 In order to qualify for preference points in terms of clauses 13.6.8 to 13.6.13 above, Exempted Micro Enterprises must have submitted, to the Municipality, a certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act No. 69 of 1984) or an accredited verification agency, confirming their status as such.
- 13.7.2 Bidders other than Exempted Micro Enterprises must submit, to the Municipality, their original and valid B-BBEE status levels verification certificate, or a certified copy thereof, substantiating their B-BBEE status level of contributor.
- 13.7.3 The submission of such certificates must comply with the requirements of instructions and guidelines issued by the National Treasury and be in accordance with notices published by the Department of Trade and Industry in the Government Gazette.
- 13.7.4 Bidders who fail to submit the required certificates, or certified copies thereof, will be deemed to be non-compliant contributors.



- 13.7.5 Where specific sector charters have been gazetted in terms of the B-BBEE Act, bid documentation for procurement from within such sectors, must specify that only persons verified in terms of the particular sector charter (or Code of Good Practice), or Exempted Micro Enterprises, will qualify for a preference. A status level of contributor in respect of generic Codes of Good Practice will not, in such circumstances, qualify for any preference.
- 13.7.6 Where no specific sector charter has been gazetted, persons other than Exempted Micro Enterprises must be verified in terms of the gazetted generic
- 13.8 Codes of Good Practice in order to qualify for a preference.**
- 13.8.1 For the purposes of transparency, bidders shall, in respect of all competitive bids (over R200 000), be required to claim, in their bid submission, a preference in accordance with their B-BBEE status.
- 13.8.2 Notwithstanding what is contained in the bid submission, preference points will be allocated during the bid evaluation process in accordance with the verified B-BBEE status level (or deemed status level) of contributor.
- 13.9 Conditions Relating to the Granting of Preferences**
- 13.9.1 Bidders must, in the manner stipulated in the bid documentation, declare that:
- the information provided is true and correct;
  - the signatory to the bid document is duly authorised; and
  - documentary proof regarding any bidding issue will, when required, be submitted to the satisfaction of the Municipality.
- 13.9.2 Only bidders who have completed and signed the necessary declarations may be considered.
- 13.9.3 The Bid Evaluation Committee must, when calculating comparative prices, take into account any discounts which have been offered unconditionally.
- 13.9.4 A discount which has been offered conditionally must, despite not being taken into account for evaluation purposes, be implemented when payment is effected.
- 13.9.5 A trust or joint venture will qualify for preference points for their B-BBEE status level as a legal entity, provided that the entity has submitted its verified B-BBEE status level certificate (or certified copy thereof) to the Municipality.
- 13.9.6 A trust or joint venture will qualify for preference points for their B-BBEE status level as an unincorporated entity, provided that the entity has submitted its consolidated B-BBEE scorecard as if it is a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 13.9.7 The consolidated B-BBEE scorecard must be submitted in the form of a certificate issued by an accredited verification agency (or a certified copy thereof).

- 13.9.8 A bidder may not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that the bidder qualifies for, unless the intended sub-contractor is an Exempted Micro Enterprise that has the capability and ability to execute the sub-contract.
- 13.9.10 A bidder that has been awarded a contract may not sub-contract more than 25% of the value of the contract to enterprises that do not have an equal or higher B-BBEE status level than the bidder concerned, unless the sub-contractors are Exempted Micro Enterprises that have the capability and ability to execute the sub-contract. Compliance with this particular requirement must be monitored by the Responsible Agent during the execution of the contract.
- 13.9.11 If a service is required that can only be provided by tertiary institutions, such services must be procured through a bidding process from the identified tertiary institutions.
- 13.9.12 The tertiary institutions referred to in paragraph 13.9.11 above, must submit their B-BBEE status in terms of the specialized scorecard contained in the B-BBEE

### **13.10 Codes of Good Practice**

- 13.10.1 If a service is required that can be provided by one or more tertiary institutions or public entities and enterprises from the private sector, the appointment of a service provider/contractor must be done by means of a competitive bidding process.
- 13.10.2 Public entities must submit their B-BBEE status in terms of the specialized scorecard contained in the gazetted B-BBEE Codes of Good Practice.

### **13.11 Local Production and Content**

- 13.11.1 The National Department of Trade and Industry is empowered to designate industry sectors, in line with national development and industrial policies for local production, where only locally produced goods, services or construction works, or locally manufactured goods that meet a stipulated minimum threshold for local production and content, may be used.
- 13.11.2 In the case of designated sectors, where in the award of bids, local production and content is of critical importance, such bids must be advertised with a specific condition of bidding, that only locally produced goods, services or construction works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 13.11.3 Any instructions, circulars and guidelines issued by National Treasury in the above regard must be complied with.
- 13.11.4 Where there is no designated sector, bids may include, as a specific condition of bidding, that only locally produced goods, services or construction works, or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered, on condition that such prescript and threshold(s) are in accordance with the specific directives issued for this purpose by the National Treasury in consultation with the Department of Trade and Industry.

- 13.11.5 Where necessary, for bids referred to in clauses 13.11.2 to 13.11.4, a two-stage bidding process may be followed, where the first stage involves functionality and minimum threshold for local production and content, and the second stage price and B-BBEE level of contribution, with the possibility of price negotiations only with the short listed bidder/s.
- 13.11.6 A person awarded a contract in relation to a designated sector, may not sub- contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 13.12 **Other Specific Goals**
- 13.12.1 **Unbundling Strategies**
- 13.12.1.1 In order to encourage increased participation and the sustainable growth of the small business sector, the unbundling of larger projects into smaller, more manageable, contracts is encouraged.
- 13.12.1.2 Unbundling must however be considered in the context of:
- economies of scale being lost;
  - abortive work becoming necessary;
  - additional demands (not only financial) being placed on the Municipality's resources; and
  - the risk of later phases not being completed as a result of budget cuts becoming necessary in the future.
- 13.12.1.3 Unbundling, and all of its associated implications, must therefore be carefully considered at the planning stage of any project and the budgets for, and design thereof, should be structured accordingly.
- 13.12.1.4 It is important to note that while it is the Municipality's policy to procure goods, services or construction works in the smallest practicable quantities, the practice of parceling such procurement in order to avoid complying with the requirements of the different range of procurement processes described in this policy is not permitted.
- 13.13 **Increasing Employment Opportunities**
- 13.13.1 One of the Municipality's key socio-economic objectives is to facilitate the creation of employment for the people of Nkangala District.
- 13.13.2 Increasing employment opportunities through procurement may be achieved by specifying labour intensive technologies and/or methods of construction in the bid documents.
- 13.13.3 It is up to Responsible Department to thoroughly investigate the options available in the above regard, to evaluate the positive versus negative impact of any proposals, and to specify labour intensive technologies and/or methods where appropriate.
- 13.13.4 All labour earning less than a threshold wage, determined in accordance with department of labour ministerial determination, that is employed for the provision of services or construction works for the Municipality, shall be reported in the prescribed format, on a monthly basis, to the Corporate EPWP Unit.

## **13.14 Targeted Labour and/or Targeted Enterprises**

- 13.14.1 The targeting of labour and/or enterprises from specific areas within the boundaries of the Nkangala District Municipal area may be achieved, where appropriate, by specifying in the bid documents, a minimum level of participation (a contract participation goal) that must be achieved in respect of targeted labour and/or targeted enterprises in the performance of the contract.
- 13.14.2 Specified contract participation goals must be measurable and achievable, and the performance in respect of which must be monitored by the Responsible Agents during the execution of the contract.
- 13.14.3 Where a minimum contract participation goal has been specified in respect of targeted labour and/or enterprises, the contractor is obliged to meet that goal, and must be penalised if he or she does not.
- 13.14.4 Contract participation goals in respect of targeted labour and/or enterprises may not be introduced into the preference point system used for the evaluation of bids.

## **13.15 Remedies**

### **13.15.1 Action in Respect of Fraud or Non-performance**

- 13.15.1.1 The Accounting Officer must, upon detecting that the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis, or that any of the conditions of the contract have not been fulfilled, act against the bidder or person awarded the contract.
- 13.15.1.2 The Accounting Officer may, in addition to any other remedy that he may have against the bidder or person awarded the contract:
- cancel the contract and claim any damages which the Municipality has
  - disqualify the person from the bidding process;
  - recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct; suffered as a result of having to make less favourable arrangements due to such cancellation; Expanded Public Works Programme
  - restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis and or non performance, from obtaining business from the Municipality for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - forward the matter for criminal prosecution.

## **13.16 Calculation of Penalties**

- 13.16.1 Penalties for failure to comply with specific terms and conditions of the contract must be clearly stipulated in the bid/contract document and must be applied should the terms or conditions not be met.
- 13.16.2 The penalty to be applied for sub-contracting more than 25% of the value of a contract to enterprises that do not qualify for at least the preference points that the prime contractor qualified for (unless the sub-contractors are Exempted Micro Enterprises) shall be as provided for in any prescribed standard contract documentation, failing which the following formula shall be stipulated:

$$\text{Penalty} = 0.5 \times E (\%) \times P^*$$

Where:

E = The value of work (excluding VAT), executed by sub-contractors that do not qualify for at least the preference points that the prime contractor qualified for, expressed as a percentage of P\*, less 25%

P\* = Accepted bid sum less provisional sums, contingencies and VAT.

- 13.16.3 The penalty to be applied for non-compliance with a specified contract participation goal, is as follows:

$$\text{Penalty} = (\text{CPG} - \text{CPG}^a) \times P^* \times a$$

Where:

CPG = The minimum Contract Participation Goals specified (expressed as a percentage).

CPG<sup>a</sup> = The Contract Participation Goal achieved (expressed as a percentage).

P\* = Accepted bid sum less provisional sums, contingencies and VAT.

Documentation

- 13.16.4 Within the context of preferential procurement, one of the strategies to encourage and assist entry into Local Government procurement by emerging businesses is to simplify and/or standardise bid/contract documentation wherever possible.

- 13.16.5 To this end, the Municipality will prepare a suite of standard documentation and, where appropriate, simplified bid/contract documents for use in the Municipality's procurement process as and where applicable.

- 13.16.6 Where standard bid/contract documentation is prescribed in terms of legislation (the CIDB Standard for Uniformity, for example) such standard documentation must be used for the procurement of goods, services and/or construction works, as applicable.

## **13.17 Guarantees for Due Performance**

- 13.17.1 Performance guarantees for the procurement of goods and services (including consultant services) will not generally be called for, but in exceptional circumstances, where required, will be in accordance with the limits set for construction works below.

- 13.17.2 The performance guarantees required for construction works are as follows:

- 13.17.2.1 In respect of a Rand value less than or equal to R 500 000: 2, 5% may be waived in respect of PE / EME (that is, no performance guarantee is required);

- 13.17.2.2 In respect of a Rand value exceeding R 500 000, but less than or equal to R1 000 000 : 5% of the bid sum;

- 13.17.2.3 In respect of a Rand value exceeding R1 000 000, but less than or equal to R 10 000 000 : 10% of the bid sum; unless otherwise provided for in the standard conditions of contract prescribed.

- 13.17.4 In respect of Goods/ Services and professional services exceeding the R10 000 000, a 12% professional indemnity will be required

- 13.17.5 The value of the performance guarantee for projects above R 10 000 000 may be increased with approval of the Accounting Officer.

### **13.18 Retention**

- 13.18.1 Retention for procurement of goods and services (including consultant services) will not generally be called for, but where required, will be in accordance with the limits set for construction works below:
- 13.18.2 The value of retention to be deducted in respect of construction works contracts shall be as follows:
- In respect of a Rand value less than or equal to R0 - R500 000 : No retention is called for;
  - In respect of a Rand value exceeding R500 000, but less than or equal to R1 000 000 : 5% of the value of work carried out with no limit, reducing by half for the duration of the defects liability period;
  - In respect of a Rand value exceeding R1 000 000 : 10% of the value of work carried out with no limit, reducing by half for the duration of the defects liability period; unless otherwise provided for in the standard conditions of contract prescribed.
- 13.18.3 Where consultant services are to be completed at the end of the defects liability period in respect of a goods/and or services rendered, the value of this work (typically 5%) may be invoiced at the end of the project period, but shall be held as retention until the completion of the service (typically, an end of defects liability period inspection and the preparation of the final account). Alternatively, the value of this work must be budgeted for in the following financial year.
- 13.18.4 The above retention limits may be increased with the approval of the Accounting Officer.
- 13.18.5 Financial guarantees in lieu of retention are, in general, not acceptable and an Insurance of works shall be provided for all works carried out or services rendered.

### **13.19 Payment Terms**

- 13.19.1 Payments for works undertaken or Goods and services rendered be paid upon receipt of correct payment Certificate in terms of the Cash and Investment Policy of Council.

## **14 Petty cash purchases**

- 14.1 Petty cash purchases means that minor items up to R2 000,00 (VAT included) may be purchased where it is impractical, impossible or not cost-effective to follow the official procurement process.
- 14.2 Cash advances may only be granted for petty cash expenses for delegated representatives of the municipality or upon a written quotation but in all instances a petty cash voucher should be approved by the relevant departmental head.
- 14.3 Officially delegated persons must agree to the deduction from his/her next remuneration any cash advances of which no proof of expenditure is presented on return from the attended event.
- 14.4 No road toll fees or entertainment expenses may be paid from petty cash.
- 14.5 A monthly reconciliation report must be provided to the chief financial officer by the official responsible for petty cash, including –
- the total amount of petty cash purchases for that month; and
  - receipts and appropriate documents for each purchase.
- 14.6 On an ad-hoc basis, the chief financial officer shall perform reconciliations with the personnel responsible for petty cash

## **15 Written quotations**

- 15.1 The conditions for the procurement of goods or services from R2 001 to R30 000, through written quotations, are as follows –
- 15.1.1 quotations must be obtained from at least three different providers preferably from, but not limited to, providers whose names appear on the list of accredited prospective providers of the municipality, provided that if quotations are obtained from providers who are not listed, such providers must meet the listing criteria in this supply chain management policy;
- 15.1.2 providers must be requested to either submit or confirm such quotations in writing;
- 15.1.3 if it is not possible to obtain at least three quotations, the reasons must be recorded and approved by the accounting officer:
- 15.1.4 the accounting officer must record the names of the potential providers requested to provide such quotations with their quoted prices.

## **16 Formal written price quotations**

- 16.1 The conditions for the procurement of goods or services through formal written price quotations valued from R30 001 to R200 000, are as follows-
  - 16.1.1 There must be an advertisement for at least seven (7) days on the website and notice board of the Municipality
  - 16.1.2 Evaluation must then be done based on the 80/20 principle in paragraph 12 of this policy
- 16.2 when using the list of accredited prospective providers the accounting officer must promote ongoing competition amongst providers, including by inviting providers to submit quotations on a rotation basis;
- 16.3 the accounting officer must take all reasonable steps to ensure that the procurement of goods and services through written quotations or formal written price quotations is not abused;
- 16.4 the accounting officer or chief financial officer must on a monthly basis be notified in writing of all written quotations and formal written price quotations accepted by an official acting in terms of a sub-delegation, and;
- 16.5 the chief financial officer must set requirements for proper record-keeping of written quotations and final written price quotations.

## **17 Competitive bids**

- 17.1 Goods or services above a transaction value of R200 000 (VAT included) and long-term contracts may only be procured through a competitive bidding process, with reference to paragraphs 13 of this policy on Preferential Procurement; and
- 17.2 No requirement for goods or services above an estimated transaction value of R200 000 (VAT included), may deliberately be split into parts or items of lesser value merely for the sake of procuring the goods or services otherwise than through a competitive bidding process.

## **18 Process for competitive bidding**

- The procedures for a competitive bidding process are as follows:
  - 18.1 the compilation of bidding documentation;
  - 18.2 the public invitation of bids;
  - 18.3 site meetings or briefing sessions, if applicable;
  - 18.4 the handling of bids submitted in response to public invitation;
  - 18.5 the evaluation of bids;
  - 18.6 the award of contracts;



- 18.7 the administration of contracts; and
- 18.8 proper record-keeping.

## **19 Bid documentation for competitive bids**

- 19.1 The criteria to which bid documentation for a competitive bidding process must comply, must –
- 19.1.1 take into account –
- the general conditions of contract;
  - any Treasury guidelines on bid documentation; and
  - the requirements of the Construction Industry Development Board (CIDB), in the case of a bid relating to construction, upgrading or refurbishment of buildings or infrastructure;
  - that the offer must be within range
- 19.1.2 include evaluation and adjudication criteria, including any criteria required by other applicable legislation;
- 19.1.3 compel bidders to declare any conflict of interest they may have in the transaction for which the bid is submitted;
- 19.1.4 if the value of the transaction is expected to exceed R10 million (VAT included), require bidders to furnish–
- 19.1.4.1 • if the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements for the past three years or since their establishment if established during the past three years;
  - 19.1.4.2 • a certificate signed by the bidder certifying that the bidder 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;
  - 19.1.4.3 • particulars of any contracts awarded to the bidder 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;
  - 19.1.4.4 • 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; and
- 19.1.5 stipulate that disputes must be settled by means of mutual consultation, mediation (with or without legal representation), or, when unsuccessful, in a South African court of law.
- 19.2 A non-refundable charge as determined by the accounting officer shall be raised for bid forms, plans, specifications, samples and any other bid documentation, depending on the nature, magnitude and value of technical information or samples provided by the municipality.
- 19.3 Auditing of bidding processes for bids in excess of R 10 million (all applicable taxes included)
- 19.3.1 The competitive bidding process for all bids in excess of R10 million must be audited to ensure its compliance with the prescribed norms and standards.

- 19.3.2 The auditing process may be performed by the internal or external auditors and the audit is aimed at minimizing the risk of possible fraud, corruption and/or litigation.
- 19.3.3 A certificate must be issued by the auditors to the effect that all prescribed requirements have been adhered to before the contract is awarded.

## **20 Public invitation for competitive bids**

- 20.1 The procedure for the invitation of competitive bids, are as follows:
- 20.1.1 Any invitation to prospective providers to submit bids must be by means of a public advertisement in newspapers commonly circulating locally, the website of the municipality or any other appropriate way (which may include an advertisement in the Government Tender Bulletin); and
- 20.1.2 the information contained in a public advertisement, must include –
- the closing date for the submission of bids, which may not be less than 30 days in the case of transactions over R10 million (VAT included), or which are of a long term nature, or 14 days in any other case, from the date on which the advertisement is placed in a newspaper
  - a statement that bids may only be submitted on the bid documentation provided by the municipality; and
  - the date, time and venue of any proposed site meetings or briefing sessions.
- 20.2 The accounting officer may determine a closing date for the submission of bids which is less than the 30 or 14 days requirement, but only if such shorter period can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process.
- 20.3 The closing date may be extended if requested by a minimum of 50% of the bidders on approval by the Municipal Manager.
- 20.4 Bids submitted must be sealed.
- 20.5 Where bids are requested in electronic format, such bids must be supplemented by sealed hard copies.

## **21 Procedure for handling, opening and recording of bids**

The procedures for the handling, opening and recording of bids, are as follows:

- 21.1 All bids –
- must be opened only in public; and
  - must be opened at the same time and as soon as possible after the period for the submission of bids has expired;
- 21.2 the bid/proposal shall be stamped with the official stamps, and endorsed with the opening official's signature;
- 21.2 the name of the bidder, and where possible, the bid sum shall be recorded in a bid opening record kept for that purpose; and

- 21.3 the responsible official who opened the bid shall forthwith place his/her signature on the bid opening record.
- 21.4 Any bidder or member of the public has the right to request that the names of the bidders who submitted bids in time must be read out and, if practical, also each bidder's total bidding price (except where two-envelope is involved); and
- 21.5 The accounting officer must –
- record in a register all bids received in time;
  - make the register available for public inspection; and
  - publish the entries in the register and the bid results on the website.

## **22 Two-stage bidding process**

- 22.1 A two-stage bidding process is allowed for –
- 22.1.1 large complex projects;
- 22.1.2 projects where it may be undesirable to prepare complete detailed technical specifications; or
- 22.1.3 long term projects with a duration period exceeding three years.
- 22.2 In the first stage technical proposals on conceptual design or performance specifications should be invited, subject to technical as well as commercial clarifications and adjustments.
- 22.3 In the second stage final technical proposals and priced bids should be invited.

## **23 Two Envelope System**

- 23.1 A two envelope system differs from a two-stage (prequalification) bidding process in that a technical proposal and the financial offer are submitted in separate envelopes at the same place and time. The financial offers will only be opened once the technical proposals have been evaluated.

### **23.2 Validity Periods**

- 23.2.1 The period for which bids are to remain valid and binding must be indicated in the bid documents.
- 23.2.2 The validity period is calculated from the bid closure date and bids shall remain in force and binding until the end of the final day of that period.
- 23.2.3 This period of validity may be extended by the Accounting Officer, provided that the original validity period has not expired, and that all bidders are given an opportunity to extend such period. Any such extension shall be agreed to by a bidder in writing.
- 23.2.4 Bidders who fail to respond to such a request before the validity of their bid expires, or who decline such a request shall not be considered further in the bid evaluation process.

- 23.2.5 The Accounting Officer must ensure that all bidders are requested to extend the validity period of their bids where necessary in order to ensure that the bids remain valid throughout the 21 day appeal period
- 23.2.5 In the event that an appeal is received, the validity period is deemed to be extended until finalisation of the appeal.

## **24 Contract Price Adjustment**

- 24.1 Contract price adjustment shall only be applicable if specified in the contract and only for long term contract and must be specified in the bid documents.
- 24.2 In general, if contract periods do not exceed one year, the bid shall be fixed price bid and not subject to contract price adjustment.
- 24.3 If the bid validity period is extended, then contract price adjustment may be applied.
- 24.4 Contract price adjustment shall be implemented in accordance with the general conditions of contract

## **25 Contracts providing for Compensation Based on Turnover**

- 25.1 If a service provider acts on behalf of the Municipality to provide any service or act as a collector of fees, service charges or taxes and the compensation payable to the service provider is fixed as an agreed percentage of turnover for the service or the amount collected, the contract between the service provider and the Municipality must stipulate;
- 25.2
- 25.3 a cap on the compensation payable to the service provider; and
- 25.4 that such compensation must be performance based.

## **26 Samples**

- 26.1 Where samples are called for in the bid documents, samples (marked with the bid and item number as well as the bidder's name and address) shall be delivered separately (to the bid) to the addressee mentioned in the bid documents.
- 26.2 Bids may not be included in parcels containing samples.
- 26.3 If samples are not submitted as required in the bid documents or by the closing date within any further time stipulated by the Chairperson of the Bid Evaluation Committee in writing, then the bid concerned may be declared non-responsive.
- 26.4 Samples shall be supplied by a bidder at his/her own expense and risk. The Municipality shall not be obliged to pay for such samples or compensate for the loss thereof, unless otherwise specified in the bid documents, and shall reserve the right not to return such samples and to dispose of them at its own discretion.
- 26.5 If a bid is accepted for the supply of goods according to a sample submitted by the bidder, that sample will become the contract sample. All goods/materials supplied shall comply in all respects to that contract sample.

## **27 Closing of Bids**

- 27.1 Bids shall close on the date and at the time stipulated in the notice.
- 27.2 For bids (excluding quotations) for goods and services the bid closing date must be at least 14 (fourteen) days after publication of the notice.
- 27.3 For bids (excluding quotations) for construction works the bid closing date must be at least 21 (twenty one) days after publication of the notice.
- 27.4 Notwithstanding the above, if the estimated contract value exceeds R10 million, or if the contract is of a long term nature with a duration period exceeding one year, then the bid closing date must be at least 30 (thirty) days after publication of the notice.
- 27.5 For banking services, the bid closing date must be at least 60 (sixty) days after publication of the notice.
- 27.6 For proposal calls using a two envelope system, the bid closing date must be at least 30 (thirty) days after publication of the notice.
- 27.7 The bid closing date may be extended by the Accounting Officer if circumstances justify this action; provided that the closing date may not be extended unless a notice is published in the print media and website of the municipality prior to the original bid closing date. This notice shall also be posted on the official notice boards designated by the Accounting Officer, and a notice to all bidders to this effect shall be issued.
- 27.8 The Accounting Officer may determine a closing date for the submission of bids which is less than any of the periods specified in clauses above, but only if such shorter period can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process.

## **28 Communication with bidders before bid closing**

- 28.1 The Accounting Officer or his/her nominee may, if necessary, communicate with bidders prior to bids closing.
- 28.2 Such communication shall be in the form of a notice issued to all bidders by the Accounting Officer, by either e-mail, facsimile, or registered post as appropriate. A copy of the notice together with a transmission verification report/proof of posting shall be kept for record purposes. Notices should be issued at least one week prior to the bid closing date, where possible.
- 28.3 Notwithstanding a request for acknowledgement of receipt of any notice issued, the bidder will be deemed to have received such notice if the procedures above have been complied with.

## **28.4 Late Bids**

28.4.1 Bids or quotations arriving after the specified closing time shall not be considered and where practicable and cost effective shall be returned to the bidder unopened with a letter explaining the circumstances.

28.4.2 Where it's necessary to open a late bid or quotation to obtain the name and address of the sender, each page of the document shall be stamped "late bid" before the bid is returned to the bidder. The envelope must be stamped and initialed in like manner and must be retained for record purposes

## **28.5 Amendment of bids before closing**

28.5.1 The Municipality is entitled to amend any bid condition, validity period, specifications or plan, or extend the closing date of such a bid or quotation before the closing date, provided that such amendments or extensions are advertised and/or that all bidders to whom bid documents have been issued, are advised in writing per registered post or by fax of such amendments or of the extension clearly reflecting the new closing date and time. For this reason, employees issuing bids shall keep a record of the names, addresses and contact numbers of the persons or enterprises to whom bid documents have been issued

## **28.6 Dealing with bids and quotations if the closing date thereof has been extended**

28.6.1 Where the closing date of a bid or quotation is extended, the notice which makes known such extensions shall also mention the bids or quotations already received, will be retained unopened in the bidding box and be duly considered after the expiry of the extended period, unless the bidder requests that such bid or quotation to be returned to the bidder or unless the bidder cancels it by submitting a later dated bid or quotation before the extended closing date.

## **28.7 Amendments after closing date**

28.7.1 No amendments after the closing date allowed. The municipality is not entitled to amend any bid condition, validity period, specification or plan after the closing date of the bid and before the acceptance of a bid or quotation has been notified.

## **29 Opening of Bids where a Two Envelope System (consisting of a technical proposal and a financial proposal) is followed**

29.1 If a two envelope system is followed, only the technical proposal will be opened at the bid opening.

29.2 The unopened envelope containing the financial proposal shall be stamped and endorsed with the opening official's signature, and be retained by him/her for safekeeping.

29.3 When required the financial offers/bids corresponding to responsive technical proposals, shall be opened by the opening official.

29.4 All bidders who submitted responsive technical proposals must be invited to attend the opening of the financial offers/bids.

29.5 Envelopes containing financial offers/bids corresponding to non-responsive technical proposals shall be returned unopened along with the notification of the decision of the Bid Adjudication Committee in this regard.

- 29.6 After being recorded in the bid opening record, the bids/technical proposals shall be handed over to the official responsible for the supervision of the processing thereof and that official shall acknowledge receipt thereof by signing the bid opening record.

### **30 Bid Sum**

- 30.1 A bid will not necessarily be invalidated if the amount in words and the amount in figures do not correspond, in which case the amount in words shall be read out at the bid opening.
- 30.2 All rates, with the exception of rates only bids and proprietary information are confidential and shall not be disclosed.

### **31 Committee system for competitive bids**

- 31.1 The following committees should be in place –
- 31.2 bid specification committees;
- 31.3 a bid evaluation committee; and
- 31.4 a bid adjudication committee;
- 31.5 The accounting officer appoints the members of each committee, taking into account section 117 of the MFMA; and
- 31.6 The accounting officer must provide for an attendance or oversight process by a neutral or independent observer, appointed by the accounting officer, when this is appropriate for ensuring fairness and promoting transparency.
- 31.7 The committee system must be consistent with –
- 31.8 Paragraphs 34, 35, 36, 37 and 38 of this policy; and any other applicable legislation.
- 31.9 The accounting officer may apply the committee system to formal written price quotations.

### **32 Bid specification committees**

- 32.1 The appropriate bid specification committee must, depending on the department involved, compile the specifications for each procurement of goods or services by the municipality.
- 32.2 Specifications –
- 32.2.1 must be drafted in an unbiased manner to allow all potential suppliers to offer their goods or services;
- 32.2.2 must take account of any accepted standards such as those issued by Standards South Africa, the International Standards Organisation, or an authority accredited or recognised by the South African National Accreditation System with which the equipment or material or workmanship should comply;

- 32.2.3 where possible, be described in terms of performance required rather than in terms of descriptive characteristics for design;
- 32.2.4 may not create trade barriers in contract requirements in the forms of specifications, plans, drawings, designs, testing and test methods, packaging, marking or labeling of conformity certification;
- 32.2.5 may not make reference to any particular trade mark, name, patent, design, type, specific origin or producer unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the word “equivalent”;
- 32.2.6 must indicate each specific goal for which points may be awarded in terms of the points system set out in the Preferential Procurement Regulations 2011 and paragraph 9 of this policy; and
- 32.2.7 must be approved by the accounting officer prior to publication of the invitation for bids in terms of paragraph 21 of this policy.
- 32.2.8 Where specifications are based on standard documents available to bidders, a reference to those documents is sufficient
- 32.3 The bid specification committee appointed by the accounting officer or his delegated authority, taking into account section 117 of the MFMA, must be composed of one or more officials of the municipality, preferably the manager responsible for the function involved as well as at least one Supply Chain Management practitioner of the municipality, and may, when appropriate, include external specialist advisors.
- 32.3.1 Where appropriate a representative of Internal Audit and/or Legal Services and/or other specialist advisors (internal or external) may form part of this committee.
- 32.4 No person, advisor or corporate entity involved with the bid specification committee, or director of such a corporate entity, may bid for any resulting contracts.
- 32.4.1 Green procurement must be incorporated as far as reasonable possible, for all specifications of goods, services and construction works.
- 32.4.2 In the development of bid specifications, innovative mechanisms should be explored to render the service or product more resource and energy efficient.
- 32.4.3 Bid Specification Committee meetings must be conducted in accordance with the applicable Terms of Reference, Rules of Order and Implementation Guidelines Regulating the Conduct of Meetings of Bid Specification, Evaluation and Adjudication Committees

### **33 Bid evaluation committees**

- 33.1 The bid Evaluation Committee appointed by the accounting officer or his delegated authority taking into account.
- 33.2 The Bid Evaluation Committee shall be comprised of at least three Municipality Officials, an appointed Chairperson (who may be the same person as the Chairperson of the Bid Specification Committee), a responsible official and at least one Supply Chain Management Practitioner of the Municipality.



- 33.3 The Municipality Manager, or his delegated authority, shall, taking into account section 117 of the MFMA, appoint the members of the Bid Evaluation Committees.
- 33.4 Bid Evaluation Committee meetings must be conducted in accordance with the applicable. Terms of Reference, Rules of Order and Implementation Guidelines Regulating the Conduct of Meetings of Bid Specification, Evaluation and Adjudication Committees.

## **34 Bid Evaluation**

- 34.1 The Responsible Department shall carry out a preliminary evaluation of all valid bids received and shall submit a draft bid evaluation report to the Bid Evaluation Committee for consideration.
- 34.2 Any evaluation of a bid shall consider the bids received and shall note for inclusion in the evaluation report, a bidder:
- whose bid was endorsed as being invalid by the Municipality official presiding over the bid opening;
  - whose bid does not comply with the provisions for combating abuse of this policy;
  - who has failed to submit a certificate of independent bid determination, either with the bid, or within such time for submission stated in the Municipality's written request to do so.
  - whose bid does not comply with the general conditions applicable to bids and quotations of this Policy;
  - whose bid is not in compliance with the specification;
  - whose bid does meet the minimum score for functionality, if applicable;
  - whose bid is not in compliance with the terms and conditions of the bid documentation;
  - who is not registered and verified on the Municipality's supplier database;
  - who, in the case of construction works acquisitions, does not comply with the requirements of the Construction Industry Development Board Act regarding registration of contractors;
  - who has failed to submit an original and valid tax clearance certificate from the South African Revenue Services (SARS) certifying that the taxes of the bidder are in order or that suitable arrangements have been made with SARS, and who fails to comply with any applicable Bargaining Council agreements.

## **35 Bids shall be evaluated according to the following as applicable:**

- Firstly functionality i.e. the bidder's ability to execute the contract; then:
  - bid price, excluding VAT (corrected if applicable and brought to a comparative price where necessary),
  - the unit rates and prices,
  - any qualifications to the bid,
  - the bid ranking obtained in respect of preferential procurement as required by this Policy,
  - the financial standing of the bidder, including its ability to furnish the required institutional guarantee, where applicable,
  - any other criteria specified in the bid documents.
- 35.1 No bidder may be recommended for an award unless the bidder has demonstrated that it has the necessary resources and skills required to fulfill its obligations in terms of the bid document.

- 35.2 The Bid Evaluation Committee shall check in respect of the recommended bidder whether municipal rates and taxes and municipal service charges are not in arrears.
- 35.3 Additional information or clarification of bids may be called for if required but only in writing.
- 35.4 Alternative bids may be considered, provided that a bid free of qualifications and strictly in accordance with the bid documents is also submitted. The Municipality shall not be bound to consider alternative bids.
- 35.5 If a bidder requests in writing, after the closing of bids, that his/her bid be withdrawn, then such a request may be considered and reported in the bid evaluation report for decision by the Bid Adjudication Committee.
- 35.6 Adjudication points calculated in terms of the preference point system described in this policy must be rounded off to the nearest two decimal places.
- 35.7 The responsive bid that scores the highest number of adjudication points must be recommended for acceptance unless objective criteria, in addition to those specific goals contemplated in section 2 of the PPPFA, justify the acceptance of another bid
- 35.8 If, after bids have been brought to a comparative price, two or more score equal total adjudication points, the recommended bidder shall be the one scoring the highest number of preference points for B-BBEE.
- 35.9 When functionality is part of the evaluation process and two or more bids have scored equal points, including equal preference points for B-BBEE, the recommended bidder shall be the one scoring the highest score for functionality.
- 35.10 All disclosures of a conflict of interest shall be considered by the Bid Evaluation Committee and shall be reported to the Bid Adjudication Committee.

### **36 Recommendation to Bid Adjudication Committee**

- 36.1 The Bid Evaluation Committee shall, having considered the Responsible Department's draft bid evaluation report, submit a report, including recommendations regarding the award of the bid or any other related matter, to the Bid Adjudication Committee for award.

### **37 Bid Adjudication**

- 37.1 The Municipality shall not be obliged to accept any bid.
- 37.2 For goods and services bids, the Municipality shall have the right to accept the whole bid or part of a bid or any item or part of an item or accept more than one bid.

### **38 Bid Adjudication Committee**

- 38.1 The Bid Adjudication Committee shall comprise at least four senior managers, and shall include:
- 38.1.1
- the Chief Financial Officer or, if the chief financial officer is not available, another senior finance official heading either of the budget or treasury offices, reporting directly to the chief financial officer and designated by the chief financial officer; and

- 38.1.2
  - at least one senior supply chain management practitioner of the Municipality; and
- 38.1.3
  - a technical expert in the relevant field who is an official of the Municipality, if the Municipality has such an expert.
- 38.2 The Accounting Officer shall appoint the members and chairperson of the Bid Adjudication Committee. If the chairperson is absent from a meeting, the members of the committee who are present shall elect one of the committee members to preside at the meeting.
- 38.3 Neither a member of a Bid Evaluation Committee, nor an advisor or person assisting such committees, may be a member of a Bid Adjudication Committee.

## **39 Adjudication and Award**

- 39.1 The Bid Adjudication Committee shall consider the report and recommendations of the Bid Evaluation Committee and make a recommendation to the Accounting Officer on how to proceed with the relevant procurement.

## **40 Negotiations with preferred bidders**

- 40.1 The accounting officer may, subject to paragraph 4.5 of this policy, negotiate the final terms of a contract with bidders identified through a competitive bidding process as preferred bidders, provided that such negotiation –
  - 40.1.1 does not allow any preferred bidder a second or unfair opportunity;
  - 40.1.2 is not to the detriment of any other bidder; and
  - 40.1.3 does not lead to a higher price than the bid as submitted.
  - 40.1.4 Minutes of such negotiations must be kept for record purposes

## **41 Approval of Bid not Recommended**

- 41.1 If a Bid Adjudication Committee decides to recommend a bid other than the one recommended by the Bid Evaluation Committee, the Bid Adjudication Committee must, prior to recommending the bid:
  - 41.1.1 check in respect of the preferred bidder whether that bidder's municipal rates and taxes and municipal service charges are not in arrears;
  - 42.1.2 check in respect of the preferred bidder that it has the necessary resources and skills required to fulfill its obligations in terms of the bid document.
  - 42.1.3 notify the Accounting Officer.

## **42 The Accounting Officer may:**

- 42.1 after due consideration of the reasons as pointed per clause 41.1. above, accept or reject the decision of the Bid Adjudication Committee referred to above.
- 42.1.2 If the decision of the Bid Adjudication Committee is rejected, refer the decision of the adjudication committee back to that committee for consideration.
- 42.2 If a bid other than the one recommended in the normal course of implementing this Policy is approved, then the Accounting Officer must, in writing and within ten working days, notify the Auditor-General, the Provincial and the National Treasury of the reasons for deviating from such recommendation.
- 43.3 The requirement of above does not apply if a different bid was approved in order to rectify an irregularity.

## **43 Reconsideration of Recommendations**

- 43.1 The Accounting Officer may, at any stage of a bidding process, refer any recommendation made by the Bid Evaluation Committee or Bid Adjudication Committee back to that Committee for reconsideration of the recommendation.

## **44 Resolution of disputes, objections, complaints and queries**

- 44.1 The accounting officer must appoint an independent and impartial person, not directly involved in the supply chain management processes –
- 44.1.1 To assist in the resolution of disputes between the municipality and other persons regarding –
- any decisions or actions taken in the implementation of the supply chain management system; or
  - any matter arising from a contract awarded in the course of the supply chain management system.
- 44.2 The accounting officer, or another official designated by the accounting officer, is responsible for assisting the appointed person to perform his or her functions effectively
- 44.3 The person appointed must –
- 44.3.1 strive to resolve promptly all disputes, objections, complaints or queries received; and
- 44.3.2 submit monthly reports to the accounting officer on all disputes, objections, complaints or queries received, attended to or resolved.
- 44.4 A dispute, objection, complaint or query may be referred to the relevant provincial treasury if –
- 44.4.1 the dispute, objection, complaint or query is not resolved within 60 days; or
- 44.4.2 no response is forthcoming within 60 days.
- 44.5 If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.
- 44.6 This paragraph must not be read as affecting a person's rights to approach a South African court of law at any time.

## **45 Procurement of banking services**

- 45.1 Subject to section 33 of the Municipal Finance Management Act, any contract for the provision of banking services –
  - 45.1.1 must be procured through competitive bids;
  - 45.1.2 must be consistent with section 7 or 85 of the MFMA; and
  - 45.1.3 may not be for a period of more than 5 years at a time.
- 45.2 Bids shall be restricted to banks registered in terms of the Banks Act, 94 of 1990.
- 45.3 The process for procuring a contract for banking services must commence at least nine months before the end of an existing contract.
- 45.4 The closure date for the submission of bids may not be less than 60 days from the date on which the advertisement is placed in a newspaper in terms of paragraph 21.1. Bids must be restricted to banks registered in terms of the Banks Act 94 of 1990.

## **46 Procurement of IT related goods or services**

- 46.1 The accounting officer may request the State Information Technology Agency (SITA) to assist with the acquisition of IT related goods or services through a competitive bidding process.
- 46.2 Both parties must enter into a written agreement to regulate the services rendered by, as well as the payments to be made to, SITA.
- 46.3 The accounting officer must notify SITA together with a motivation of the IT needs if –
  - 46.3.1 the transaction value of IT related goods or services required in any financial year will exceed R50 million (VAT included); or
  - 46.3.2 the transaction value of a contract to be procured whether for one or more years exceeds R50 million (VAT included).
- 46.4 If SITA comments on the submission and the municipality disagrees with such comments, the comments and the reasons for rejecting or not following such comments must be submitted to the council, the National Treasury, the relevant provincial treasury and the Auditor General.

## **47 Procurement of accommodation for seminars and conferences**

- 47.1 The accounting officer may procure accommodation for council business on attendance of conferences/seminars/workshop/meetings outside the District in the following manner:

- 47.2 Where feasible, three quotations must be sought for accommodation within a reasonable radius from the seminar/meeting/workshop or conference venue. The ruling is in the spirit of not getting a venue that is too far from the conference venue as this can result in getting accommodation too far from the venue.

#### **48 Procurement of goods and services under contracts secured by other organs of state**

- 48.1 The accounting officer may procure goods or services under a contract secured by another organ of state, but only if –
- 48.1.1 the contract has been secured by that other organ of state by means of a competitive bidding process applicable to that organ of state;
  - 48.1.2 there is no reason to believe that such contract was not validly procured;
  - 48.1.3 there are demonstrable discounts or benefits to do so; and
  - 48.1.4 that other organ of state and the provider have consented to such procurement in writing.

#### **49 Procurement of goods necessitating special safety arrangements**

- 49.1 The acquisition and storage of goods in bulk (other than water), which necessitate special safety arrangements, including gasses and fuel, should be avoided where ever possible.
- 49.2 Where the storage of goods in bulk is justified, such justification must be based on sound reasons, including the total cost of ownership, cost advantages and environmental impact and must be approved by the accounting officer.

#### **50 Public-Private Partnerships**

- 50.1 Part 2 of chapter 11 of the MFMA applies to the procurement of public-private partnership agreements. Section 33 also applies if the agreement will have multi-year budgetary implications for the Municipality within the meaning of that section.

#### **51 Publications in the Media**

- 51.1 In respect of any contract relating to the publication of official and legal notices and advertisements in the media by or on behalf of the Municipality, there is no requirement for a competitive bidding process to be followed.

## **52 Community Based Vendors**

- 52.1 The Head of Supply Chain Management may request quotations directly from Community Based Vendors in a specific area or from a specific community for the procurement of goods and services for amounts less than R30 000 (including construction works). Range of Procurement Processes
- 52.2 Goods and services, including construction works and consultant services shall be procured through the range of procurement processes set out below

## **53 Proudly SA Campaign**

- 53.1 The Proudly SA Campaign is supported to the extent that, all things being equal, preference is given to procuring local goods and services from:
- 53.1.1 Firstly – suppliers and businesses within the municipality or district;
- 53.1.2 Secondly – suppliers and businesses within Mpumalanga;
- 53.1.3 Thirdly – suppliers and businesses within the Republic of South Africa.
- 53.1.4 The principles set out in sub-paragraph 54.1 must be reflected in the preferential procurement points.

## **54 Appointment of consultants**

- 54.1 When evaluating bids for the rendering of consultancy services to the council, functionality shall be considered before price.
- 54.2 The accounting officer may procure consulting services provided that any Treasury guidelines and CIDB requirements in respect of consulting services are taken into account when such procurements are made.
- 54.3 Consultancy services must be procured through competitive bids if-
- 54.3.1 the value of the contract exceeds R200 000 (VAT included); or
- 54.3.2 the duration period of the contract exceeds one year.
- 54.4 In addition to any requirements prescribed by this policy for competitive bids, bidders must furnish particulars of:
- 54.4.1 all consultancy services provided to an organ of state in the last five years; and
- 54.4.2 any similar consultancy services provided to an organ of state in the last five years.
- 54.5 The accounting officer must ensure that copyright in any document produced, as well as the patent rights or ownership in any plant, machinery, thing, system or process designed or devised, by a consultant in the course of the consultancy service is vested in the municipality.

54.6 The following criteria are used to evaluate bids for the rendering of consultancy services to the council:

Description of quality criteria and sub-criteria		Maximum number of bid evaluation points	
<b>Specific project applicable expertise</b>			<b>20</b>
*	Infrastructure of firm	10	
	Specific project experience by proposed team	10	
<b>Approach and methodology (Work Plan)</b>			<b>20</b>
	Understanding of the terms of Reference / Brief	5	
*	Approach and Work Plan	15	
<b>Track Record (Average of previous three projects of Company where proposed Project Team Manager was involved)</b>			<b>30</b>
*	Completion of assignment on time	8	
	Quality of work and accuracy reports submitted	6	
*	Response and attendance of meetings	6	
*	Communication with stakeholders	5	
	Application & adherence of conditions of contract	5	

## 55 Deviation from, and ratification of minor breaches of, procurement processes

55.1 The accounting officer may –

55.1.1 dispense with the official procurement processes established by this policy and to procure any required goods or services through any convenient process, which may include direct negotiations, but only –

- in an emergency;
- if such goods or services are produced or available from a single provider only;
- for the acquisition of special works of art or historical objects where specifications are difficult to compile;
- in any other exceptional case where it is impractical or impossible to follow the official procurement processes; and

55.1.2 ratify any minor breaches of the procurement processes by an official or committee acting in terms of delegated powers or duties which are purely of a technical nature.



55.2 The accounting officer must record the reasons for any deviations in terms of sub-paragraphs 55.1.1 and 55.1.2 of this policy and report them to the next meeting of the council and include it as a note to the annual financial statements.

55.3 Paragraph 55.2 does not apply to the procurement of goods and services contemplated for water and electricity from DWA and ESKOM respectively.

## **56 Emergency Dispensation**

56.1 The conditions warranting Emergency dispensation should include the existence of one or more of the following:

56.1.1 - the possibility of human injury or death;

56.1.2 - the prevalence of human suffering or deprivation of rights;

56.1.2 - the possibility of damage to property, or suffering and death of livestock and animals;

56.1.3 - the interruption of essential services, including transportation and communication facilities or support services critical to the effective functioning of the Municipality as a whole;

56.1.4 - the possibility of serious damage occurring to the natural environment;

56.1.5 - the possibility that failure to take necessary action may result in the Municipality not being able to render an essential community service; and

56.1.6 - the possibility that the security of the state could be compromised.

56.1.7 - The prevailing situation, or imminent danger, should be of such a scale and nature that it could not readily be alleviated by interim measures, in order to allow time for the formal procurement process. Emergency dispensation shall not be granted in respect of circumstances other than those contemplated above.

56.1.8 - Where possible, in an emergency situation, three quotes in accordance with general acquisition management principles should be obtained and a report submitted, via the Bid Adjudication Committee, to the Municipality Manager for approval. However, where time is of the essence, the emergency shall be immediately addressed, and the process formalised in a report to the Municipality Manager as soon as possible thereafter.

## **57 Unsolicited bids**

57.1 In accordance with section 113 of the MFMA there is no obligation to consider unsolicited bids received outside a normal bidding process.

57.2 The accounting officer may decide in terms of section 113(2) of the MFMA to consider an unsolicited bid, only if:–

57.2.1 the product or service offered in terms of the bid is a demonstrably or proven unique innovative concept;

- 57.2.2 the product or service will be exceptionally beneficial to, or have exceptional cost advantages for the municipality and the community;
- 57.2.3 the person who made the bid is the sole provider of the product or service; and
- 57.2.4 the reasons for not going through the normal bidding processes are found to be sound by the accounting officer.
- 57.3 If the accounting officer decides to consider an unsolicited bid that complies with sub-paragraph 57.2, the decision must be made public in accordance with section 21A of the Municipal Systems Act, together with
  - 57.3.1 reasons as to why the bid should not be open to other competitors;
  - 57.3.2 an explanation of the potential benefits if the unsolicited bid were accepted; and
  - 57.3.3 an invitation to the public or other potential suppliers to submit their comments within 30 days of the notice.
- 57.4 All written comments received pursuant to sub-paragraph 57.3, including any responses from the unsolicited bidder, must be submitted to the National Treasury and the relevant provincial treasury for comment.
- 57.5 The bid adjudication committee must consider the unsolicited bid and may award the bid or make a recommendation to the accounting officer, depending on its delegations.
- 57.6 A meeting of the bid adjudication committee to consider an unsolicited bid must be open to the public.
- 57.7 When considering the matter, the bid adjudication committee must take into account –
  - 57.7.1 any comments submitted by the public; and
  - 57.7.2 any written comments and recommendations of the National Treasury or the relevant provincial treasury.
- 57.8 If any recommendations of the National Treasury or provincial treasury are rejected or not followed, the accounting officer must submit to the Auditor-General, the relevant provincial treasury and the National Treasury the reasons for rejecting or not following such recommendations.
- 57.9 Such submission must be made within 7 days after the decision on the award of the unsolicited bid is taken, but no contract committing the municipality to the bid may be entered into or signed within 30 days of the submission.
- 58 Combating of abuse of supply chain management system**
  - The following measures are established to combat the abuse of the supply chain management system:
  - 58.1 The accounting officer must–
    - 58.1.1 take all reasonable steps to prevent abuse of the supply chain management system;

- 58.1.2 investigate any allegations against an official or other role player of fraud, corruption, favouritism, unfair or irregular practices or failure to comply with this supply chain management policy and, when justified –
- take appropriate steps against such official or other role player; or
  - report any alleged criminal conduct to the South African Police Service;
- 58.1.3 check the National Treasury's database prior to awarding any contract to ensure that no recommended bidder, or any of its directors, is listed as a person prohibited from doing business with the public sector;
- 58.1.4 reject any bid from a bidder –
- if any municipal rates and taxes or municipal service charges owed by that bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months; or
  - who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that bidder that its performance was unsatisfactory;
- 58.1.5 reject a recommendation for the award of a contract if the recommended bidder, or any of its directors, has committed a corrupt or fraudulent act in competing for the particular contract;
- 58.1.6 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; or
  - an official or other role-player committed any corrupt or fraudulent act during the bidding process or the execution of the contract that benefited that person; and
- 58.1.7 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 has committed any improper conduct in relation to such system;
  - has been convicted for fraud or corruption during the past five years;
  - has willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - has been listed in the Register for Tender Defaulters in terms section 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004.
- 58.1.8 reject the bid of any bidder tendering as part of a joint-venture, whose bid otherwise be rejected individually or otherwise.
- 58.2 The accounting officer must inform the National Treasury and relevant provincial treasury in writing of any actions taken in terms of sub-paragraphs 58.1.7 of this policy.

### **Part 3: Logistics, Disposal, and Performance Management**

#### **59 Logistics management**

- 59.1 The accounting officer must implement an effective system of logistics management which must include the following:
- 59.1.1 monitoring of spending patterns on types or classes of goods and services which should, where practical, incorporate the coding of items to ensure that each item has a unique number for the purposes of monitoring;
  - 59.1.2 setting of inventory levels that includes minimum and maximum levels and lead times wherever goods are placed in stock;
  - 59.1.3 placing of manual or electronic orders for all acquisitions other than petty cash;
  - 59.1.4 before payment is approved, certification from the responsible officer that the goods and services have been received or rendered on time and is in accordance with the order, the general conditions of contract and specifications where applicable and that the price charged is as quoted or in terms of a contract;
  - 59.1.5 appropriate standards of internal control and warehouse management to ensure goods placed in stores are secure and only used for the purpose for which they were purchased;
  - 59.1.6 regular checking to ensure that all assets, including official vehicles, are properly managed, appropriately maintained and only used for official purposes; and
  - 59.1.7 monitoring and review of the supply vendor performance to ensure compliance with specifications and contract conditions for a particular good or service.

#### **60 Transport Management**

- 60.1 The Municipality's fleet management policy must be adhered to at all times.

#### **61 Vendor Performance**

- 61.1 The accounting system will enable system-based evaluation, based on the vendors' performance with regard to certain pre-determined criteria.
- 61.2 This information will be available for future evaluation purposes, contract negotiations and regular feedback to the vendors.

## **62 Contract Administration**

- 62.1 Contract administration includes all administrative duties associated with a contract that has arisen through one of the acquisition/procurement processes described in this policy.
- 62.2 All contracts must be administered by a contract manager, who will be an internal official assigned to ensure the effective administration of the contract. The contract manager will typically be the internal project manager assigned to the project as a whole, but may also be a cost centre owner or other responsible official.
- 62.3 A contract manager must be assigned to each contract and, where possible, should be involved from the earliest stages of the acquisition process.
- 62.4 The contract manager's duties and powers shall be governed by the conditions of contract and the general law.
- 62.5 In administering a contract, the contract manager will be required to form opinions and make decisions which, while in the Municipality's best interests, must be fair to all parties concerned.
- 62.6 Departmental Heads (Directors) shall be responsible for ensuring that contract managers:
- 62.6.1 - are assigned to all contracts within the Department Head's area of responsibility;
  - 62.6.2 - are adequately trained so that they can exercise the necessary level of responsibility in the performance of their duties.
  - 62.6.3 The contract manager shall:
    - 62.6.4 ensure that all the necessary formalities in signing up the contract and/or issuing the purchase order(s) are adhered to;
    - 62.6.5 ensure that contracts related to the procurement of goods and services are captured on the Municipality's accounting system in the form of a price schedule;
    - 62.6.6 ensure that all original contract documentation is lodged with the Supply Chain Management Department for record purposes;
    - 62.6.7 monitor the performance of the contractor in order to ensure that all of the terms and conditions of the contract are met;
    - 62.6.8 where necessary, take appropriate action where a contractor is underperforming or is in default or breach of the contract;
    - 62.6.9 where appropriate, authorise payments due in terms of the contract by processing payment certificates (if applicable), and ensuring that the necessary Service Entry Sheets or Goods Received Notes are captured on the Municipality's accounting system;

- 62.6.10 manage contract variation or change procedures;
- 62.6.11 administer disputes where necessary, in terms of this policy and the applicable Conditions of Contract;
- 62.6.12 conduct, as appropriate, post contract reviews;
- 62.6.13 maintain adequate records (paper and/or electronic) in sufficient detail on an appropriate contract file to provide an audit trail;
- 62.6.14 act with care and diligence and observe all accounting and legal requirements.

## **63 Disposal management**

The criteria for the disposal or letting of assets, including unserviceable, redundant or obsolete assets, subject to section 14 of the MFMA, are as follows:

- 63.1.1 Movable assets:
  - 63.1.1.1 the asset is uneconomical to repair;
  - 63.1.1.2 the asset is irreparable;
  - 63.1.1.3 the relevant department has no further use for the asset; and
  - 63.1.1.4 no other department requires the asset.
- 63.1.2 Immovable assets:
  - 63.1.2.1 the relevant department has no further use for the asset;
  - 63.1.2.2 no other department requires the asset;
  - 63.1.2.3 a member of the public wishing to acquire the asset can utilize the asset to the advantage of the community; or
  - 63.1.2.4 where the assets were specifically created for the sale or rental thereof to the public.
- 63.2 The disposal of assets must–  
be by one of the following methods:
  - 63.2.1 transferring the asset to another organ of state in terms of a provision of the MFMA enabling the transfer of assets;
  - 63.2.2 transferring the asset to another organ of state at market related value or, when appropriate, free of charge;
  - 63.2.3 selling the asset; or
  - 63.2.4 destroying the asset;
  - 63.2.5 trading in the asset.

provided that –

- 63.2.6 immovable property may be sold only at market-related prices except when the public interest or the plight of the poor demands otherwise;
- 63.2.7 movable assets may be sold either by way of written price quotations, a competitive bidding process, auction or at market-related prices, whichever is the most advantageous;
- 63.2.8 in the case of the free disposal of computer equipment, the provincial department of education must first be approached to indicate within 30 days whether any of the local schools are interested in the equipment; and
- 63.2.9 in the case of the disposal of firearms, the National Conventional Arms Control Committee has approved any sale or donation of firearms to any person or institution within or outside the Republic

63.3 When letting or disposing of an asset it must be ensured that –

- 63.3.1 *immovable* property is let at market-related rates except when the public interest or the plight of the poor demands otherwise;
- 63.3.2 all fees, charges, rates, tariffs, scales of fees or other charges relating to the letting of immovable property are annually reviewed; and
- 63.3.3 where assets are traded in for other assets, the highest possible trade-in price is negotiated.

## **64 Transfer or Permanent Disposal of Assets and the Granting of Right**

- 64.1 Non-exempted capital assets shall be transferred or permanently disposed of strictly in accordance with Chapter 2 of the Municipal Asset Transfer Regulations.
- 64.2 Exempted capital assets shall be transferred strictly in accordance with Chapter 3 of the Municipal Asset Transfer Regulations.
- 64.3 The granting of rights (where sections 14 and 90 of the MFMA do not apply) by the Municipality, shall be executed strictly in accordance with Chapter 4 of the Municipal Asset Transfer Regulations.

## **65 Performance management**

- 65.1 The accounting officer must ensure that an effective internal monitoring system is implemented in order to determine, on the basis of retrospective analysis, whether the authorised supply chain management processes were followed and whether the measurable performance objectives linked to and approved with the budget and the service delivery and budget implementation plan, were achieved.
- 65.2 Performance management shall accordingly be characterised by a monitoring process and retrospective analysis to determine whether:
  - value for money has been attained;
  - proper processes have been followed;
  - desired objectives have been achieved;
  - there is an opportunity to improve the process;
  - suppliers have been assessed and what that assessment is; and
  - there has been deviation from procedures and, if so, what the reasons for that deviation are.
- 65.3 The performance management system shall accordingly focus on, amongst others:

- achievement of goals;
- compliance to norms and standards;
- savings generated;
- cost variances per item;
- non-compliance with contractual conditions and requirements; and
- the cost efficiency of the procurement process itself.

#### **Part 4: Other matters**

##### **66 Prohibition on awards to persons whose tax matters are not in order**

- 66.1 The accounting officer must ensure that, irrespective of the procurement process followed, no award is given to a person whose tax matters have not been declared by the South African Revenue Service to be in order.
- 66.2 Before making an award to a provider or bidder, a tax clearance certificate from South African Revenue Service must first be provided as contemplated in paragraph 12.1.1.

##### **67 Prohibition on awards to persons in the service of the state**

The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –

- 67.1 who is in the service of the state; or
- 67.2 if that person is not a natural person, of which any director, manager, majority shareholder or majority stakeholder is a person in the service of the state; or
- 67.3 who is an advisor or consultant contracted with the municipality in respect of a contract that would cause a conflict of interest.

##### **68 Awards to close family members of persons in the service of the state**

- 68.1 The notes to the annual financial statements must disclose particulars of any award of more than R2 000 to a person who is a spouse, life partner, child or parent of a person in the service of the state, or has been in the service of the state in the previous twelve months, including –
- 68.1.1 the name of that person;
- 68.1.2 the capacity in which that person is in the service of the state; and
- 68.1.3 the amount of the award.



## **69 Ethical standards**

- 69.1 A code of ethical standards is in place, for officials and other role players in the supply chain management system in order to promote –
- 69.1.1 mutual trust and respect; and
- 69.1.2 an environment where business can be conducted with integrity and in a fair and reasonable manner.
- 69.2 An official or other role player involved in the implementation of the supply chain management policy –
- 69.2.1 must treat all providers and potential providers equitably;
- 69.2.2 may not use his/her position for private gain or to improperly benefit another person;
- 69.2.3 may not accept any reward, gift, favour, hospitality or other benefit directly or indirectly, including to any close family member, partner or associate of that person, of a value more than R350;
- 69.2.4 notwithstanding sub-paragraph 69.2.3, must declare to the accounting officer details of any reward, gift, favour, hospitality or other benefit promised, offered or granted to that person or to any close family member, partner or associate of that person;
- 69.2.5 must declare to the accounting officer details of any private or business interest which that person, or any close family member, partner or associate, may have in any proposed procurement or disposal process of, or in any award of a contract by the municipality;
- 69.2.6 must immediately withdraw from participating in any manner whatsoever in a procurement or disposal process or in the award of a contract in which that person, or any close family member, partner or associate, has any private or business interest;
- 69.2.7 must be scrupulous in his/her use of property belonging to the municipality;
- 69.2.8 must assist the accounting officer in combating fraud, corruption, favouritism and unfair and irregular practices in the supply chain management system; and
- 69.2.9 must report to the accounting officer any alleged irregular conduct in the supply chain management system which that person may become aware of, including –
- any alleged fraud, corruption, favoritism or unfair conduct;
  - any alleged contravention of paragraph 70.1 of this policy; or
  - any alleged breach of this code of ethical standards.
- 69.3 Declarations in terms of paragraphs 71 must be declared to the accounting officer
- 69.3.1 must be recorded in a register which the accounting officer must keep for this purpose;

- 69.3.2 by the accounting officer must be made to the executive mayor who must ensure that such declarations are recorded in the register.
- 69.4 The National Treasury's code of conduct must also be taken into account by supply chain management practitioners and other role players involved in supply chain management. A copy of the National Treasury code of conduct is available on the website [www.treasury.gov.za/mfma](http://www.treasury.gov.za/mfma) located under "legislation".
- 69.5 A breach of the code of conduct adopted by the municipality must be dealt with in accordance with Schedule 2 of the Local Government: Municipal Systems Act 32 of 2000.

## **70 Inducements, rewards, gifts and favours to municipalities, officials and other role players**

- 70.1 No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed or to be disposed of may either directly or through a representative or intermediary promise, offer or grant –
- 70.1.1 any inducement or reward to the municipality for or in connection with the award of a contract; or
- 70.1.2 any reward, gift, favour or hospitality to –
- any official; or
  - any other role player involved in the implementation of the supply chain management policy.
- 70.2 The accounting officer must promptly report any alleged contravention of sub-paragraph 70.1.2 to the National Treasury for considering whether the offending person, and any representative or intermediary through which such person is alleged to have acted, should be listed in the National Treasury's database of persons prohibited from doing business with the public sector.
- 70.3 Sub-paragraph 70.1 does not apply to gifts less than R350 in value.

## **71 Sponsorships**

The accounting officer must promptly disclose to the National Treasury and the relevant provincial treasury any sponsorship promised, offered or granted, whether directly or through a representative or intermediary, by any person who is –

- 71.1 a provider or prospective provider of goods or services; or
- 71.2 a recipient or prospective recipient of goods disposed or to be disposed.

## **72 Objections and complaints**

- 72.1 Persons aggrieved by decisions or actions taken in the implementation of the supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint against the decision or action, at the office of the accounting officer.

## **73 Resolution of disputes, objections, complaints and queries**

- 73.1 The accounting officer must appoint an independent and impartial person, not directly involved in the supply chain management processes –
- 73.1.1 To assist in the resolution of disputes between the municipality and other persons regarding –
- any decisions or actions taken in the implementation of the supply chain management system; or
  - any matter arising from a contract awarded in the course of the supply chain management system.
- 73.1.2 to deal with objections, complaints or queries regarding any such decisions or actions or any matters arising from such contract.
- 73.2 The accounting officer, or another official designated by the accounting officer, is responsible for assisting the appointed person to perform his or her functions effectively.
- 73.3 The person appointed must –
- 73.3.1 strive to resolve promptly all disputes, objections, complaints or queries received; and
- 73.3.2 submit monthly reports to the accounting officer on all disputes, objections, complaints or queries received, attended to or resolved.
- 73.4 A dispute, objection, complaint or query may be referred to the relevant provincial treasury if –
- 73.4.1 the dispute, objection, complaint or query is not resolved within 60 days; or
- 73.4.2 no response is forthcoming within 60 days.
- 73.5 If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.
- 73.6 This paragraph must not be read as affecting a person's rights to approach a South African court of law at any time.

## **74 Contracts providing for compensation based on turnover**

If a service provider acts on behalf of the municipality to provide any service or act as a collector of fees, service charges or taxes and the compensation payable to the service provider is fixed as an agreed percentage of turnover for the service or the amount collected, the contract between the service provider and the municipality must stipulate –

- 74.1 a cap on the compensation payable to the service provider; and
- 74.2 that such compensation must be performance-based.

## **75 Payment of sub-contractors or joint venture partners**

The chief financial officer or an official designated by the chief financial officer may consent to the direct payment of sub-contractors or joint venture partners by way of:

- 75.1 an approved session; or
- 75.2 an agreement for direct payment.

## **76 Extending or varying a contract**

- 76.1 Subject to sub-paragraph 76.2, the municipality on its own initiative or upon receipt of an application from the person, body, organisation or corporation supplying goods or services to the municipality in terms of this policy, may resolve to extend or vary a contract if:-
  - 76.1.1 the circumstances as contemplated in paragraph 55.1.1 prevail; or
  - 76.1.2 with due regard to administrative efficiency and effectiveness, the accounting officer deems it appropriate.
- 76.2 The municipality may not extend or vary a contract:-
  - 76.2.1 more than once;
  - 76.2.2 for a period exceeding the duration of the original agreement; or
  - 76.2.3 for an amount exceeding **20 percent** of the original bid value for construction related goods, services and or infrastructure project and **15 percent** for all other goods and or services
- 76.3 Within 1 month of the decision referred to in sub-paragraph 77.1, the matters specified in sub-paragraph 77.4 must be:-
  - 76.3.1 published by the municipality at least in an appropriate newspaper circulating within the boundaries of the municipality; and
  - 76.3.2 displayed on the notice board of the municipality.
- 76.4 The matters to be published or displayed are:-
  - 76.4.1 the reasons for dispensing with the prescribed procedure;
  - 76.4.2 a summary of the requirements of the goods or services; and
  - 76.4.3 the details of the person, body, organisation or corporation supplying the goods or services.

As adopted by Council per item **DM25 /11/2012** and **DMSS 22/05/2013** Adoption of 2013/14 Annual Budget at its sitting on 29 MAY 2013.